



Energy Services Contract
San Benito County and ENGIE Services U.S.

DIR Project Registration # _____
ENGIE Services Project #: ACECN00214
ENGIE Services Contract # R 3 3 1 5

ENERGY SERVICES CONTRACT

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of 24 July 2018 (the "Contract Effective Date") by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor's License Number 995037 ("ENGIE Services U.S."), and the **County of San Benito** ("San Benito County") and together with ENGIE Services U.S. the "Parties" and each of San Benito County and ENGIE Services U.S. a "Party").

CONTRACT RECITALS

WHEREAS, San Benito County owns and/or operates certain public facilities specifically described in Attachment A (the "Facilities") and San Benito County wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to San Benito County including identifying supply-side and/or demand-side energy conservation measures ("ECMs"), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, San Benito County executed a Program Development Agreement with ENGIE Services U.S., formerly known as OpTerra Energy Services, Inc., to perform an integrated energy assessment and present San Benito County with recommendations (the "Recommendations") for the implementation of certain ECMs; and

WHEREAS, in the Recommendations, ENGIE Services U.S. identified potential energy and operational savings opportunities at San Benito County's Facilities and estimated program costs to implement the recommended ECMs and presented an overall potential energy cost and consumption savings for implementing the ECM recommendations; and

WHEREAS, on 28 September 2017, ENGIE Services U.S. delivered the Recommendations, on an arms' length basis, to personnel of San Benito County with requisite technical training and experience, for those personnel to make judgments and determinations as to the desired scope of work; and

WHEREAS, San Benito County has accepted the recommended ECMs and determined that the anticipated cost to San Benito County to implement the recommended ECMs will be less than the anticipated cost to San Benito County for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by San Benito County in the absence of the recommended ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, pursuant to California Government Code §4217.12, San Benito County held a regularly scheduled public hearing on 26 June 2018, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, San Benito County has determined that entering into this energy services contract to implement the ECM recommendations is in the best interests of San Benito County and that California Government Code §4217.10 *et seq.* allows San Benito County to enter into this Contract; and

WHEREAS, by adoption of Resolution No. 2018-47 at the above-referenced meeting, San Benito County approved this Contract and authorized its execution.

NOW, THEREFORE, San Benito County and ENGIE Services U.S. hereby agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

"**Abnormally Severe Weather Conditions**" means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term "Abnormally Severe Weather Conditions" specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

"**Act**" is defined in ARTICLE 14.

"Affiliate" means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

"Applicable Law" means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

"Applicable Permits" means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date.

"Application for Payment" means a monthly progress payment as described in Section 8.01.

"Attachment" means the following attachments to this Contract, each of which is an "Attachment:"

Attachment A	San Benito County's Facilities and Existing Equipment
Attachment B	Standards of Occupancy and Control
Attachment C	Scope of Work
Attachment D	Scope of Monitoring Installation
Attachment E	M&V Services
Attachment F	Maintenance Services
Attachment G	Detailed Lighting Scope
Attachment H	Detailed Streetlight Scope
Attachment I	Detailed HVAC Scope

"Beneficial Use" means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

"Business Day" means any calendar day other than a Saturday, a Sunday or a calendar day on which the San Benito County Administrative Office is closed by order of the County Board of Supervisors.

"CEQA" means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

"Certificate of Beneficial Use" means the certificate, issued by ENGIE Services U.S. to San Benito County and subcontractor(s), which identifies when San Benito County took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

"Certificate of Final Completion" means the certificate issued by San Benito County at the request of ENGIE Services U.S., in accordance with Section 6.03. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

"Certificate of Substantial Completion" means the certificate issued by San Benito County at the request of ENGIE Services U.S., in accordance with Section 6.02. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

"Change" means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

"Change in Law" means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker's compensation, payroll or withholding tax law).

"Change Order" means a written document, signed by both ENGIE Services U.S. and San Benito County, authorizing ENGIE Services U.S. to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the applicable Change; (ii) any additional or reduced compensation to be paid to ENGIE Services U.S. to perform such Change; and (iii) any extension or reduction of time to complete the Project.

"Construction" means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

"Construction Documents" means the final Plans, Shop Drawings, Specifications and submittals that are used for Construction, and any Change Orders affecting those documents.

"Construction Period" means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

"Contract" is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto.

"Contract Amount" means Eight Million Fifty-Six Thousand Nine Hundred Twenty-Two Dollars (\$8,056,922), which is inclusive of the assessment fee for the Recommendations and the mobilization payment, as set forth in Section 8.01, but exclusive of any fees for Professional Services.

"Contract Bonds" is defined in Section 12.02.

"Contract Documents" means the following documents, in the following order of precedence:

- (i) the Construction Documents;
- (ii) fully executed Change Orders, approved by the County Board of Supervisors;
- (iii) this Contract, including its Attachments;
- (iv) the Notice to Proceed; and
- (v) the Contract Bonds.

"Contract Effective Date" is defined in the Preamble.

"County Representative" means the single point representative designated by San Benito County pursuant to Section 4.01(c) and Section 5.03(a).

"Delay" means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

"DOE Guidelines" is defined in Section 13.01.

"ECM" is defined in the Recitals.

"EMS" means an energy management system.

"Energy Delivery Point" means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

"Energy Usage Data" is defined in Section 2.05.

"ENGIE Services U.S." is defined in the Preamble.

"ENGIE Services U.S. Warranty" is defined in Section 9.01.

"Event of Default" is defined in ARTICLE 16.

"Excusable Event" means an act, event, occurrence, condition or cause beyond the control of ENGIE Services U.S., including, but not limited to, the following: (i) any act or failure to act of, or other Delay caused by any San Benito County Person; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, other than a failure caused by the action or inaction of ENGIE Services U.S.; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or San Benito County Person; (iv) undisclosed or unforeseen conditions encountered at the Project Location, including discovery or existence of Hazardous Substances; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of ENGIE Services U.S.; (vi) information provided to ENGIE Services U.S. by any San Benito County Person or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law that results in a Delay or additional cost to ENGIE Services U.S. that is substantial and unavoidable; (viii) Delay caused by pending dispute resolution; (ix) acts of God; (x) acts of the public enemy or terrorist acts; (xi) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (xii) work by Utility; (xiii) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic

occurrence; (xiv) sabotage, vandalism, riots or civil disobedience; (xv) labor disputes or strikes; (xvi) labor or material shortages, delay in manufacturing and deliveries of equipment; (xvii) Abnormally Severe Weather Conditions; (xviii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility; (xix) requirement by Utility that any Generating Facility discontinue operation; (xx) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); or (xxi) any Utility power outage at a Facility.

"Facilities" is defined in the Recitals.

"Final Completion" means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to San Benito County of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals) in electronic format.

"Generating Facility" means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

"Governmental Authority" means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

"Greenhouse Gas" is defined in Section 13.01.

"Hazardous Substances" means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in 42 U.S.C. §9601 *et seq.*, as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

"Incentive Funds" is defined in Section 8.06.

"Installation" means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

"Instruments of Service" is defined in Section 10.01(c).

"Interconnection Agreement" means the Interconnection Agreement to be entered into between San Benito County and the Utility with respect to the Generating Facilities.

"Interconnection Facilities" is defined in Section 18.02.

"Interest" means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The "prime rate" will be the "Prime Rate" of interest per annum for domestic banks as published in The Wall Street Journal in the "Money Rates" section.

"Losses" is defined in Section 11.01.

"M&V Commencement Date" means the first day of the month immediately following the later of (i) ENGIE Services U.S.'s receipt of the fully signed Certificate of Final Completion, and (ii) ENGIE Services U.S.'s receipt of the full Contract Amount.

"M&V Services" (if any) are defined in Attachment E.

"Maintenance Services" (if any) are defined in Attachment E.

"Measurement Period" means each one-year period following the M&V Commencement Date.

"NEC" means the National Electric Code.

"Notice to Proceed" is defined in Section 2.04.

"Party" and **"Parties"** are defined in the Preamble.

"Permitted Liens" means statutory liens of carriers, warehousemen, mechanics, materialmen and suppliers, and other liens imposed by law or pursuant to customary reservations or retentions of title arising in the ordinary course of business.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

"Plans" means Construction Documents that show the characteristics and scope of the Work to be performed and which have been prepared or approved by the County Representative.

"Prevailing Wage Laws" is defined in Section 7.05(a).

"Professional Services" means professional services (such as Maintenance Services and M&V Services, if any) provided by ENGIE Services U.S. to San Benito County under this Contract.

"Project" means the entirety of Work to be performed by ENGIE Services U.S. pursuant to the Contract Documents.

"Project Location" means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

"Punch List" means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair San Benito County's ability to beneficially operate and utilize such portion of the Work.

"Recommendations" is defined in the Recitals.

"Retained Items" is defined in Section 10.02.

"Retention" is defined in Section 8.02.

"San Benito County" is defined in the Preamble.

"San Benito County Persons" means San Benito County, its agents, employees, subcontractors, architects, general contractors, lease/leaseback contractors or other Persons acting on behalf of San Benito County or for whom San Benito County is responsible.

"Schedule of Values" is defined in Section 8.01.

"Scope of Work" means the Work to be performed hereunder by ENGIE Services U.S., and/or ENGIE Services U.S.'s subcontractors, pursuant to the Scope of Work attached hereto as Attachments C and D (as amended by Change Orders), and in accordance with the terms and conditions of this Contract and its Attachments, as amended.

"Shop Drawings" means all drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by ENGIE Services U.S., a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work will be fabricated or installed.

"Specifications" means those Construction Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

"Substantial Completion" means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that San Benito County can take Beneficial Use thereof.

"Surety" means the surety supplying the Contract Bonds, which must be an "admitted surety insurer," as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to San Benito County.

"Utility" is defined in Section 18.02.

"Work" means the design, procurement, installation and/or construction required for the Project and includes all labor necessary to produce such services, all materials, fabrication, assemblies, and equipment incorporated or to be incorporated in such construction necessary to achieve Final Completion of the Project, including such materials and equipment which may be consumed or used but not actually incorporated in such construction. The Work may include designing, supplying, installing, constructing, maintaining, operating, and warranting certain materials and equipment, and providing any other energy-related services specified in the Scope of Work.

ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day of the Energy Savings Term, unless terminated earlier as provided in this Contract.

Section 2.02 Performance of Work.

- (a) ENGIE Services U.S. will commence and complete the construction of the public improvements described in this Contract. ENGIE Services U.S. shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete, in a good, workmanlike and substantial manner and to San Benito County's reasonable satisfaction, the Project described in this Contract. ENGIE Services U.S. agrees to perform all of the Work and comply with the terms herein for the Contract Amount. ENGIE Services U.S. will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract and the applicable standard of care. ENGIE Services U.S. will perform its obligations under this Contract (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (x) generally accepted professional standards prevailing at the time the Work is performed, (y) the covenants, terms and conditions of this Contract, and (z) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. ENGIE Services U.S. represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein will be subject to San Benito County's general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work shall be as set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services shall be as set forth in Attachments E and F, except pursuant to a Change Order.

Section 2.04 Notice to Proceed. Within twenty (20) calendar days after San Benito County has closed the financing referenced in Section 2.07, San Benito County will issue to ENGIE Services U.S. a written Notice to Proceed ("Notice to Proceed") authorizing and instructing ENGIE Services U.S. to proceed with the Work. ENGIE Services U.S. will begin Work within thirty (30) calendar days after ENGIE Services U.S.'s receipt of the Notice to Proceed. Any Work performed by ENGIE Services U.S. prior to receipt of the Notice to Proceed will be at its own risk.

Section 2.05 Project Schedule. After receipt of the Notice to Proceed, but prior to submitting the initial Application for Payment for a progress payment, ENGIE Services U.S. will develop, with input from, and approval by San Benito County, a master project schedule using Microsoft Project®. Approval by San Benito County of the initial project schedule is a condition precedent to San Benito County's obligation to make the initial progress payment. ENGIE Services U.S. will establish a weekly construction meeting, to which San Benito County's representative will be invited, at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated monthly.

Section 2.06 San Benito County's Energy and Operational Records and Data. If ENGIE Services U.S. requests, San Benito County will provide to ENGIE Services U.S., within thirty (30) calendar days after such request, San Benito County's Energy Usage Data for the twelve (12) months preceding the Contract Effective Date, and will make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the Contract Effective Date. "Energy Usage Data" means all of San Benito County's records and complete data concerning energy usage, energy-related maintenance, and other related costs for the Facilities, and including, without limitation, utility records; occupancy information; descriptions of any past, present or anticipated changes in a building's structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, operation and maintenance manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures currently utilized. San Benito County agrees that ENGIE Services U.S. may rely on the foregoing data as being accurate in all respects. If ENGIE Services U.S. requests, San Benito County will also provide to ENGIE Services U.S., within thirty (30) calendar days after such request, any prior energy audits of the Facilities, and copies of San Benito County's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and will authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of ENGIE Services U.S.

Section 2.07 Finance Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon San Benito County closing financing that will allow it to make the payments to ENGIE Services U.S. required by this Contract. San Benito County will have forty-five (45) calendar days after the Contract Effective Date to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice; *provided that* San Benito County may not declare this Contract to

be null and void after it has issued the Notice to Proceed. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to commence performance of the Work unless and until the financing has been closed.

Section 2.08 Proof of Financial Arrangements. Prior to the commencement of the Work, San Benito County will provide ENGIE Services U.S. proof that financial arrangements have been made to fulfill San Benito County's obligations under this Contract. San Benito County's requirement to furnish such proof to ENGIE Services U.S. is a condition precedent to commencement of the Work. After commencement of the Work, ENGIE Services U.S. may request such proof if (i) San Benito County fails to make payments to ENGIE Services U.S. as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount; or (iii) ENGIE Services U.S. has other reasonable concerns regarding San Benito County's ability to fulfill its payment obligations under this Contract when due. San Benito County will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After San Benito County furnishes any such proof, San Benito County will not materially vary such financial arrangements without prior consent of ENGIE Services U.S. If San Benito County fails to provide ENGIE Services U.S. with such proof within ten (10) Business Days after receiving a demand from ENGIE Services U.S., ENGIE Services U.S. will be entitled to suspend its performance under this Contract until such proof is received.

Section 2.09 Airport Land Use Commission Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon San Benito County receiving approval of the Project from the Airport Land Use Commission. San Benito County will have twenty (20) calendar days after the Contract Effective Date to obtain such approval. If the approval is not obtained within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice; *provided* that San Benito County may not declare this Contract to be null and void after it has issued the Notice to Proceed. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to commence performance of the Work unless and until the Airport Land Use Commission approval has been obtained or waived by San Benito County.

Section 2.10 Early Termination for CEQA. San Benito County may terminate this Contract within forty (40) calendar days after the Contract Effective Date, without penalty or payment of contract damages, or may request the meet and confer process set forth in Section 5.04(b), if San Benito County determines in its reasonable discretion that additional substantive CEQA work will be necessary. If San Benito County terminates this Contract pursuant to this Section 2.10, ENGIE Services U.S.'s sole remedy shall be the payment by San Benito County of Fifty Thousand Dollars (\$50,000) as compensation for the costs and expenses of ENGIE Services U.S. in connection with geotechnical inspections, hazardous materials inspections, and inspections to locate underground utilities, as set forth in Section 4.02(a). It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to perform any portion of the Work other than geotechnical inspections, hazardous materials inspections, and inspections to locate underground utilities, unless and until the forty-day period has ended or San Benito County has waived its rights under this Section 2.10. San Benito County's payment obligation under this Section 2.10 shall survive the termination of this Contract.

ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, San Benito County must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) San Benito County will cooperate fully with and assist ENGIE Services U.S. in obtaining all Applicable Permits required under this Contract. ENGIE Services U.S. is responsible for obtaining Applicable Permits, and for plan check fees. San Benito County will be responsible for obtaining and paying for all other inspections (including special inspections and testing), certifications, permits or approvals that may be required, including annual operating permits, as applicable; *provided, however*, that ENGIE Services U.S. will reimburse San Benito County, within sixty days following the date of Final Completion, for San Benito County's reasonable and documented costs for lab testing and special geotechnical and concrete inspections.
- (c) San Benito County is responsible for hiring inspectors, and for fees associated with permits (other than Applicable Permits), inspections (including special inspections and testing), certifications, and utility interconnection(s), including any additional Scope of Work that may be required by the Utilities as part of the Interconnection Agreement(s).

Section 3.02 Coordination. San Benito County and ENGIE Services U.S. will cooperate in coordinating the activities of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors and suppliers with the activities of San Benito County Persons.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, ENGIE Services U.S. will meet weekly with San Benito County to report on the general status and progress of the Work.

Section 3.04 Project Location Access. San Benito County hereby grants to ENGIE Services U.S. during the term of this Contract, without cost to ENGIE Services U.S., all rights of ingress and egress at the Project Location,

necessary for ENGIE Services U.S. to perform the Work and provide all services contemplated by this Contract, without cost to ENGIE Services U.S. except for any "heavy load" permit fees that may apply, and subject to the reasonable notice and security provisions set forth in this Contract. ENGIE Services U.S. shall provide seventy-two (72) hours advance notice to San Benito County for access to any San Benito County Facilities. ENGIE Services U.S. shall provide all persons entering the Project Location, including San Benito County and its employees and agents, with a copy of ENGIE Services U.S.'s safety procedures. ENGIE Services U.S. shall require all persons entering the Project Location to follow ENGIE Services U.S.'s safety procedures, as well as any specific safety procedures set forth by San Benito County in regards to specific San Benito County locations, such as the jail or juvenile hall. ENGIE Services U.S. shall refuse entry to the Project Location to persons refusing to follow ENGIE Services U.S. or San Benito County safety procedures.

Section 3.05 Consents: Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that ENGIE Services U.S., and any agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of San Benito County for purposes of conflict of interest laws or any other Applicable Law.

ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

Section 4.01 General Provisions.

- (a) After receipt of the Notice to Proceed, ENGIE Services U.S. will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by San Benito County, ENGIE Services U.S. will order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule. ENGIE Services U.S. will present 50% complete construction documents to San Benito County for review and comment, unless waived by the County Representative.
- (c) San Benito County will designate a County Representative with whom ENGIE Services U.S. may consult on a reasonable, regular basis and who is authorized to act on San Benito County's behalf with respect to the Project design. The County Representative will render decisions in a timely manner with regard to any documents submitted by ENGIE Services U.S. and to other requests made by ENGIE Services U.S. in order to avoid delay in the orderly and sequential progress of ENGIE Services U.S.'s design services.
- (d) If requested by ENGIE Services U.S., San Benito County will, within ten (10) Business Days, provide any updated information regarding the following:
 - (i) furnish all surveys or other information in San Benito County's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - (ii) disclose any prior environmental review documentation and all information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
 - (iii) supply ENGIE Services U.S. with all relevant information in San Benito County's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location;
 - (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location essential to the execution of the Work; and
 - (v) obtain any and all title reports for those Project Locations reasonably requested by ENGIE Services U.S.
- (e) All information furnished pursuant to this Section 4.01 will be supplied at San Benito County's expense, and ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided.

- (f) If any information disclosed under this Section 4.01 gives rise to a Change to the Work or an Excusable Event, ENGIE Services U.S. will notify San Benito County, and the Parties will utilize the meet and confer process set forth in Section 5.04(b).

Section 4.02 Pre-Construction Testing.

- (a) To the extent set forth in the Scope of Work, ENGIE Services U.S. shall perform testing for soil, subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; testing necessary for the discovery of Hazardous Substances at or impacting the Project Location or the Project itself; and testing necessary for the disclosure/discovery of the location of underground utilities; and all other due diligence that it deems necessary to commence the Work.
- (b) All such testing and investigations shall occur within seventy-five (75) calendar days after the Contract Effective Date. If any new information would give a basis for a Change Order to be submitted, ENGIE Services U.S. shall submit the Change Order request within eighty-five (85) calendar days after the Contract Effective Date. No Change Order for the later discovery of new information not now known to the Parties related to Hazardous Substances, underground utilities, soil, subsurface or other site conditions, will be permitted after the eighty-five day period, even if the later discovery of such information would normally justify a Change Order. Notwithstanding the foregoing, the Parties may at any time utilize the meet and confer process set forth in Section 5.04(b). This Section 4.02(b) is intended to prevail over all other sections in this Contract related to Change Orders.
- (c) In addition, should the cumulative Change Order amount(s) requested pursuant to Section 4.02(b) exceed One Hundred Twenty-Five Thousand Dollars (\$125,000), San Benito County may terminate this Contract without any penalty, or request the meet and confer process set forth in Section 5.04(b). If San Benito County terminates this Contract, it shall pay ENGIE Services U.S. Fifty Thousand Dollars (\$50,000) as compensation for the costs and expenses of ENGIE Services U.S. in connection with geotechnical inspections, hazardous materials inspections, and inspections to locate underground utilities. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to perform any portion of the Work other than geotechnical inspections, hazardous materials inspections, and inspections to locate underground utilities, unless and until the eighty-five day period has ended or San Benito County has waived its rights under this Section 4.02(c). San Benito County's payment obligation under this Section 4.02(c) shall survive the termination of this Contract.
- (d) In compliance with and pursuant to California Government Code §4215, but subject to the provisions of Section 4.02(c), San Benito County shall assume the responsibility, between the Parties, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located at the Project Locations, if such utilities are not identified by San Benito County and included in the Scope of Work. ENGIE Services U.S. shall be compensated for the costs of locating, repairing damage not due to the failure of the ENGIE Services U.S. to exercise reasonable care, and removing or relocating such utility facilities, and for equipment on the project necessarily idled during such Work.

Section 4.03 Review of Construction Documents. ENGIE Services U.S. will prepare and submit all drawings and specifications to San Benito County for review. San Benito County will review the documents and provide any comments in writing to ENGIE Services U.S. within ten (10) Business Days after receipt of the documents. ENGIE Services U.S. will incorporate San Benito County comments into the applicable drawings and specifications, unless it is unreasonable to do so. ENGIE Services U.S. reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. If San Benito County fails to provide written comments within the ten (10) Business Day period, San Benito County will be deemed to have no comments regarding the documents.

Section 4.04 Permits. The respective obligations of the Parties in obtaining inspections and permits are as specified in Section 3.01. San Benito County will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority, unless it has a reasonable basis not to approve such non-material changes.

Section 4.05 Changes During Final Design Phase. If during the design phase any of the following occurs, ENGIE Services U.S. will promptly notify San Benito County and will be entitled to request an equitable adjustment in the Contract Amount, utilizing the meet and confer process set forth in Section 5.04(b): (i) County Representative requests significant changes and/or modifications to the Project Scope of Work during the Project design phase; (ii) San Benito County or County Representative causes significant delays during ENGIE Services U.S.'s design work; (iii) subject to the provisions of Section 4.02(c), the discovery of subsurface or other site conditions, that were not disclosed as of the Contract Effective Date, that negatively impact the depth of the columns for the solar canopies; (iv) the discovery of asbestos at or impacting the Project Location, other than as described in the Scope of Work; (v) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any San Benito County Person; or (vi) the occurrence of an Excusable Event.

ARTICLE 5. CONSTRUCTION PHASE

Section 5.01 General Provisions. Upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of Construction Documents, ENGIE Services U.S. will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by ENGIE Services U.S. and/or one or more licensed subcontractors qualified to perform the Work.

Section 5.02 ENGIE Services U.S.'s Responsibilities during Construction Phase.

- (a) ENGIE Services U.S. will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to San Benito County's operations at the Project Location, and shall not disrupt critical public safety functions at the jail or juvenile hall to the extent identified in writing to ENGIE Services U.S. prior to or concurrently with the delivery of the Notice to Proceed. ENGIE Services U.S. will provide at least fifteen (15) Business Days' written notice to San Benito County of any planned power outages that will be necessary for the construction. ENGIE Services U.S. will cooperate with San Benito County in scheduling such outages, and San Benito County agrees to provide its reasonable approval of any scheduled outage. San Benito County will be responsible for ensuring that generator power and backup power are available for critical public safety functions at the jail or juvenile hall during any such scheduled outage.
- (b) Prior to the date of Substantial Completion ENGIE Services U.S. will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of the Work or such ECM. After the date of Substantial Completion, San Benito County will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of the Work or such ECM.
- (c) ENGIE Services U.S. will initiate and maintain a safety program in connection with its Construction of the Project. ENGIE Services U.S. will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to: (i) employees of ENGIE Services U.S. and subcontractors performing Work under this Contract; (ii) ENGIE Services U.S.'s property and other materials to be incorporated into the Project, under the care, custody, and control of ENGIE Services U.S. or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. ENGIE Services U.S. will not be responsible for San Benito County's employees' safety unless ENGIE Services U.S.'s negligence in the performance of its Work is the proximate cause of the employee's injury.
- (d) ENGIE Services U.S. will maintain in good order at the Project Location copies of the Scope of Work, all Change Orders, this Contract (with all Attachments), one record copy of all drawings, specifications, product data, samples, manufacturer's operation and maintenance manuals, and other pertinent construction-related documents.
- (e) ENGIE Services U.S. will provide notice to San Benito County of scheduled test(s) of installed equipment, if any, and San Benito County and/or its designees will have the right to be present at any or all such tests conducted by ENGIE Services U.S., any subcontractor, and/or manufacturers of the equipment. ENGIE Services U.S. shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that ENGIE Services U.S. provided and installed that may be observed during equipment commissioning procedures.
- (f) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, ENGIE Services U.S. will, in advance of excavation, submit to San Benito County and/or a registered civil or structural engineer, employed by San Benito County, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by San Benito County or by the person to whom authority to accept has been delegated by San Benito County. Pursuant to California Labor Code §6705, nothing in this Section 5.02(f) imposes tort liability on San Benito County or any of its employees.
- (g) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
 - (i) ENGIE Services U.S. will promptly, and before the following conditions are disturbed, notify San Benito County, in writing, of any:
 - 1) Material that ENGIE Services U.S. believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

- 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to ENGIE Services U.S. before the Contract Effective Date;
 - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- (ii) San Benito County will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in ENGIE Services U.S.'s cost of, or the time required for, performance of any part of the Work, will (subject to the provisions of Section 4.02(c)) issue a Change Order under the procedures described in this Contract.
 - (iii) If a dispute arises between San Benito County and ENGIE Services U.S., whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in ENGIE Services U.S.'s cost of, or time required for, performance of any part of the Work, ENGIE Services U.S. will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. ENGIE Services U.S. will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 San Benito County's Responsibilities during Construction Phase.

- (a) San Benito County will designate a County Representative authorized to act on San Benito County's behalf with respect to Project construction and/or equipment installation. San Benito County may from time to time change the County Representative and will provide written notice to ENGIE Services U.S. of such change. Any independent review of the construction will be undertaken at San Benito County's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of ENGIE Services U.S.'s Work.
- (b) San Benito County will provide a temporary staging area for ENGIE Services U.S., or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. San Benito County will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. ENGIE Services U.S. has observed the space designated by San Benito County for Construction and believes it to be adequate. San Benito County will provide access to the Facilities, including parking permits and identification tags, for ENGIE Services U.S. and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by ENGIE Services U.S. and acceptable to San Benito County. San Benito County will also either provide a set or sets of keys to ENGIE Services U.S. and its subcontractors (signed out per San Benito County policy) or provide a readily available security escort to unlock and lock doors. San Benito County will not unreasonably restrict ENGIE Services U.S.'s access to Facilities to make emergency repairs or corrections as ENGIE Services U.S. may determine are needed. Certain safety sensitive locations may require a San Benito County escort, or the satisfaction of certain background qualifications to rule out felony, serious or violent convictions of employees of ENGIE Services U.S. or its subcontractors working on facilities such as the jail.
- (c) San Benito County will maintain the portion of the Project Location that is not directly affected by ENGIE Services U.S.'s Work. San Benito County will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of San Benito County.
- (d) San Benito County will obtain any required environmental clearance from, or permits required by, CEQA, prior to scheduled construction start date.
- (e) ENGIE Services U.S. will prepare the Project Location for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subject to the provisions of Section 4.02(c), subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by San Benito County and such documentation made available to ENGIE Services U.S. are the responsibility of San Benito County.
- (f) Except as set forth in the Scope of Work, San Benito County will remove any Hazardous Substances either known to San Benito County prior to the commencement of the Work or encountered by ENGIE Services U.S. during the construction of the Project, if necessary in order for the Work to progress safely, that were not knowingly released or brought to the site by ENGIE Services U.S. ENGIE Services U.S. will respond to the discovery of Hazardous Substances at or around the Project Location during the course of ENGIE Services U.S.'s construction in accordance with Section 5.06. The Parties may utilize the meet and confer process set forth in Section 5.04(b) if the cost to remove such Hazardous Substances is greater than Fifty Thousand Dollars (\$50,000).

- (g) San Benito County will coordinate the Work to be performed by ENGIE Services U.S. with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that ENGIE Services U.S. will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.
- (h) San Benito County will, and will cause San Benito County Persons to, allow ENGIE Services U.S. and its subcontractors access to and reasonable use of necessary quantities of San Benito County's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to ENGIE Services U.S.
- (i) San Benito County will, and will cause San Benito County Persons to, provide ENGIE Services U.S. and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to ENGIE Services U.S., access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours, subject to Applicable Laws.
- (j) San Benito County will also do the following:
 - (i) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of the Work.
 - (ii) When requested by ENGIE Services U.S., participate in the job inspection walk-through with ENGIE Services U.S. to determine Substantial Completion or Beneficial Use of major equipment.
 - (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings in electronic format, and confirmation that Final Completion has been achieved, sign the Certificate of Final Completion for the related Work.
 - (iv) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, and confirmation that Final Completion has been achieved sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order. If the County Representative requests, in writing a proposal from ENGIE Services U.S. for a Change and San Benito County subsequently elects to not proceed with such Change, San Benito County agrees that a Change Order will be issued to reimburse ENGIE Services U.S. for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by the County Representative, not to exceed the amount disclosed in advance to the County Representative of the cost of preparing the Proposal. Notwithstanding any other provision herein, including the specific language pertaining to Change Orders, no Change Orders increasing the Contract Amount shall be approved, or binding on San Benito County, without the specific approval of the County Board of Supervisors. Neither Party has any obligation, duty, or responsibility whatsoever to agree to a Change Order or amendment to this Contract to perform or pay for Work not included in the Scope of Work and the Contract Amount.
- (b) Change Order Meet and Confer. The Parties may at any time and from time to time meet and confer with respect to any proposed or requested Change Orders, and any one or more of the following actions may be taken:
 - (i) Within the period of time set forth in Section 2.10 or Section 4.02(c), as the case may be, San Benito County may terminate the Contract in exchange for payment of the compensation described in such Section;
 - (ii) The Parties may agree to an equitable reduction in the Scope of Work for the remainder of the particular ECM that would necessitate such Change Order, without further obligation with respect to that particular ECM, other than paying for Work under this Contract already performed by ENGIE Services U.S. for that particular ECM; or
 - (iii) The Parties may agree to any other change in the Contract Amount and/or the Scope of Work.
- (c) Change Orders Requiring Additional Compensation. If during construction any of the following occurs, ENGIE Services U.S. will promptly notify San Benito County and will be entitled to request an equitable extension of time and/or an equitable adjustment in the Contract Amount: (i) the County Representative requests significant changes and/or modifications to the Project Scope of Work during the Project construction phase; (ii) any San Benito County Person causes significant delays during ENGIE Services U.S.'s construction work; (iii) subject to the provisions of Section 4.02(c), the discovery of subsurface or other site conditions, that were not disclosed as of the Contract Effective Date, that negatively impact the depth of the columns for the solar canopies; (iv) the discovery of asbestos at or impacting the Project Location, other than as described in the Scope of Work; or (v) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of

any San Benito County Person. Notwithstanding the foregoing, the Parties may at any time and from time to time utilize the meet and confer process set forth in Section 5.04(b).

- (d) Change Orders Requiring Additional Time. If during construction the County Representative requests in writing changes and/or modifications to the Scope of Work and/or an Excusable Event occurs, the Parties agree that an equitable extension of time to complete the Work may be necessary. Prior to requesting any extension of time, ENGIE Services U.S. will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided* that San Benito County has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.
- (e) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
 - (i) unit prices set forth in this Contract or as subsequently agreed;
 - (ii) a mutually accepted, itemized lump sum; or
 - (iii) costs calculated on a basis agreed upon by San Benito County and ENGIE Services U.S. plus a fee (either a lump sum or a fee based on a percentage of cost) to which the Parties agree.
- (f) Disagreements. If there is a disagreement between San Benito County and ENGIE Services U.S. as to whether ENGIE Services U.S. is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 19. Pending the resolution of any such dispute, ENGIE Services U.S. may suspend the disputed portion of the Work.

Section 5.05 Minor Changes to Scope of Work. ENGIE Services U.S. has the authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the Construction Documents, without prior notice to San Benito County. ENGIE Services U.S. will either promptly inform San Benito County, in writing, of any minor changes made during the implementation of the Project, or make available to San Benito County at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) ENGIE Services U.S. will promptly provide written notice to San Benito County if ENGIE Services U.S. observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. ENGIE Services U.S. will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specifically included in the Scope of Work. San Benito County will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. San Benito County will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection will execute all generator manifests with respect thereto. ENGIE Services U.S. will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, San Benito County will provide ENGIE Services U.S., within ten (10) Business Days after the Contract Effective Date, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Project Location, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (b) San Benito County will indemnify, defend, and hold ENGIE Services U.S. harmless from and against any and all Losses that in any way result from, or arise under, such San Benito County owned or generated Hazardous Substances, except for liabilities to the extent due to the negligence or willful misconduct of ENGIE Services U.S., or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of ENGIE Services U.S.'s Work, (iii) may cause ENGIE Services U.S.'s completed Work to be non-compliant with applicable codes, (iv) may prevent San Benito County from realizing the full benefits of ENGIE Services U.S.'s Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of ENGIE Services U.S.'s Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, ENGIE Services U.S. will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order.

ARTICLE 6. PROJECT COMPLETION

Section 6.01 Occupancy or Use of Work. San Benito County may take occupancy or use of any completed or partially completed portion of the Work at any stage, whether or not such portion is Substantially Complete, *provided* that such occupancy or use is authorized by Governmental Authority and, *provided further*, that San Benito County assumes responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. If Substantial Completion of a portion of the Construction Work is not yet achieved, occupancy or use of such portion of the Work will not commence until San Benito County's insurance company has consented to such occupancy or use. When occupancy or use of a portion of the Work occurs before Substantial Completion of such portion, San Benito County and ENGIE Services U.S. will accept in writing the responsibilities assigned to each of them for title to materials and equipment, payments and Retention with respect to such portion. Occupancy of a building for its historical use shall not be considered to be occupancy or Beneficial Use of the Work.

Section 6.02 Substantial Completion. At the time the Work is Substantially Complete in conformance with the Scope of Work and Construction Documents, ENGIE Services U.S. will deliver to San Benito County a Punch List of items and the time for their completion or correction (which is expected to be within sixty (60) calendar days), and request San Benito County to issue a written Certificate of Substantial Completion with respect to such portion of the Work. San Benito County will, within twenty (20) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and sign and return the Certificate of Substantial Completion to ENGIE Services U.S. acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion San Benito County will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. The Parties understand and agree that there will be a Punch List associated with Substantial Completion of each ECM and a final Punch List associated with the Substantial Completion of the Work. San Benito County agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned.

Section 6.03 Final Completion. When ENGIE Services U.S. considers the entirety of the Work to be Finally Complete, ENGIE Services U.S. will notify San Benito County that the Work is fully complete and ready for final inspection. San Benito County will inspect the Work to verify the status of Final Completion within twenty (20) Business Days after its receipt of ENGIE Services U.S.'s certification that the Work is complete. If San Benito County determines that any Work is incomplete and/or defective, San Benito County shall promptly notify ENGIE Services U.S. in writing of such incomplete and/or defective work, itemizing and describing such remaining items with reasonable particularity. ENGIE Services U.S. will, in a reasonable amount of time, complete any incomplete items or remedy defective items after which ENGIE Services U.S. shall provide written notice to San Benito County that the Work is fully complete. San Benito County shall re-inspect all work completed or remedied by ENGIE Services U.S. within ten (10) business days of ENGIE Services U.S.'s notice that the Work is complete. If San Benito County does not re-inspect the Work within the ten (10) business day period, the Work shall be deemed fully complete. When San Benito County agrees that the Work is fully completed, ENGIE Services U.S. will request San Benito County to issue a Certificate of Final Completion. San Benito County agrees that its issuing and signing the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. At that time, San Benito County will pay ENGIE Services U.S. any remaining Contract Amount due and any outstanding Retention being withheld by San Benito County, in accordance with Section 8.02, provided that no claims have been presented to San Benito County based on acts or omissions of ENGIE Services U.S., and no liens or stop payment notices have been filed against the Work or the Project. San Benito County may give ENGIE Services U.S. written notice of acceptance of the Work and will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to San Benito County upon the earlier of (i) the date payment for such Project equipment, supplies or components is made by San Benito County or (ii) the date any such items are incorporated into the Project Location. ENGIE Services U.S. will retain care, custody and control and risk of loss of such Project equipment, supplies and components until the earlier of Beneficial Use or Substantial Completion. Transfer of title to San Benito County will in no way affect the rights and obligations of San Benito County and ENGIE Services U.S. as set forth in other provisions of this Contract.

ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. ENGIE Services U.S. may delegate its duties and performance under this Contract, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the Work. ENGIE Services U.S. shall not enter into a subcontract without first notifying San Benito County and allowing San Benito County a reasonable opportunity to review and object to the subcontractor. San Benito County shall not unreasonably withhold approval of a subcontractor. ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using. ENGIE Services U.S. shall, at all times, be responsible for the negligent acts, omissions, and/or errors of its subcontractors and agents. Nothing in this Contract

shall constitute any contractual relationship between any others and San Benito County or any obligation on the part of San Benito County to pay, or to be responsible for the payment of, any sums to any ENGIE Services U.S. subcontractors.

Section 7.02 No Debarred Subcontractors. Pursuant to California Public Contract Code §6109, ENGIE Services U.S. shall not enter into an agreement to perform Work under this Contract with a subcontractor who is debarred pursuant to California Labor Code §§ 1777.1 or 1777.7.

Section 7.03 Prompt Payment of Subcontractors. ENGIE Services U.S. will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim under any provision of Applicable Law from arising against any San Benito County property, against ENGIE Services U.S.'s rights to payments hereunder, or against San Benito County.

Section 7.04 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of ENGIE Services U.S.'s subcontractors and San Benito County, or any obligation on the part of San Benito County to pay any sums to any of ENGIE Services U.S.'s subcontractors.

Section 7.05 Prevailing Wages; Payroll Records.

- (a) ENGIE Services U.S. acknowledges and agrees that it is aware of the requirements of California Labor Code §1720 *et seq.* and §1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects.
- (b) ENGIE Services U.S. acknowledges the requirements of California Labor Code §§1725.5 and 1771.1, which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to California Labor Code §1725.5 (with limited exceptions from this requirement for bid purposes only under California Labor Code §1771.1(a)).
- (c) ENGIE Services U.S. acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to California Labor Code §1725.5.
- (d) ENGIE Services U.S. acknowledges that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- (e) ENGIE Services U.S. and subcontractors shall comply with the requirements of California Labor Code §§1777.5 and 1777.6 in the employment of apprentices.
- (f) ENGIE Services U.S. agrees to fully comply with and to require its subcontractors to fully comply with the Prevailing Wage Laws, to the extent that such laws apply.
- (g) To the extent required by California Labor Code §1771 or other Applicable Law, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing Work at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed.
- (h) In accordance with California Labor Code §§1773 and 1773.2, San Benito County will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will maintain copies of such determinations at its principal office. San Benito County will make this information available to any interested party upon request.
- (i) Pursuant to California Labor Code §1775, the statutory provisions for penalties for failure to pay prevailing wages will be enforced.
- (j) Pursuant to California Labor Code §1776, ENGIE Services U.S. and each subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:
 - (a) The information contained in the payroll record is true and correct, and
 - (b) the employer has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by its employees on the Project.
- (k) The payroll records enumerated herein shall be verified and shall be available for inspection at all reasonable hours as required by California Labor Code §1771.

Section 7.06 Working Days. Eight (8) hours of labor shall constitute a legal day's work, and neither ENGIE Services U.S. nor any of its subcontractors, shall require more than eight (8) hours of labor in any calendar day, or more than forty (40) hours of labor in any calendar week, from any person employed by ENGIE Services U.S. in the performance of the work under this Contract, except as permitted by California Labor Code §1815. ENGIE Services U.S. shall forfeit, as penalty to San Benito County, twenty-five dollars (\$25) for each worker employed by ENGIE Services U.S. or any subcontractor under ENGIE Services U.S. in the performance of the Contract for each calendar day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of the California Labor Code.

Section 7.07 Non-Discrimination. During the performance of this Contract, ENGIE Services U.S. agrees as follows:

- (a) ENGIE Services U.S. and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. ENGIE Services U.S. and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. ENGIE Services U.S. agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- (b) ENGIE Services U.S. shall, in all solicitations or advertisements for employees by or on behalf of ENGIE Services U.S., state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
- (c) ENGIE Services U.S. shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Contract.

ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. Promptly after the Contract Effective Date, and upon San Benito County securing financing as set forth in Section 2.07, and upon ENGIE Services U.S.'s submittal of the Contract Bonds, ENGIE Services U.S. will invoice San Benito County for the assessment fee for the Recommendations in the amount of Thirty-Nine Thousand Eight Hundred Seventy-Two Dollars (\$39,872) plus a mobilization payment in the amount of One Million Five Hundred Seventy-One Thousand Five Hundred Twelve Dollars (\$1,571,512). These amounts must be paid to ENGIE Services U.S. within thirty (30) calendar days after San Benito County's receipt of an invoice for those amounts. In addition, as the Work progresses, ENGIE Services U.S. will submit to San Benito County its applications for monthly payments based on the progress made on the Project through the date on which ENGIE Services U.S. submits such Application for Payment. Within twenty-one (21) calendar days from the Contract Effective Date, ENGIE Services U.S. will prepare and submit to San Benito County a schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values"), which shall be subject to the reasonable approval of San Benito County. Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Retention. San Benito County, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within thirty (30) calendar days after its receipt of the Application for Payment; *provided, however*, that there is to be no Retention with respect to the mobilization payment and any fee for the Recommendations. A failure to approve and pay an Application for Payment in a timely manner is a material default by San Benito County under this Contract. San Benito County may make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Upon Substantial Completion, the Retention must be reduced to two percent (2%) of the Contract Amount, and ENGIE Services U.S. may invoice and San Benito County will pay this amount. San Benito County will pay ENGIE Services U.S. the remaining two percent (2%) Retention amount upon achieving Final Completion. In lieu of Retention being held by San Benito County, ENGIE Services U.S. may request that securities be substituted or Retention be held in an escrow account pursuant to California Public Contract Code §22300.

Section 8.03 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to ENGIE Services U.S. for any remaining Retention withheld by San Benito County.

Section 8.04 Lien Releases. Upon request from San Benito County, ENGIE Services U.S. shall provide San Benito County with a conditional waiver and release on progress payment for Work for which ENGIE Services U.S. has been paid up to that date. Upon receipt by ENGIE Services U.S. of final payment for the Work (including payment of any retentions), ENGIE Services U.S. will provide San Benito County with an unconditional waiver and release.

Section 8.05 Disputed Invoices/Late Payments. San Benito County may in good faith dispute any Application for Payment, or part thereof, within thirty (30) calendar days after the date the Application for Payment was received by San Benito County. If San Benito County disputes all or a portion of any Application for Payment, San Benito County will pay the undisputed portion when due and provide ENGIE Services U.S. a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. San Benito County will be deemed to have waived and released any dispute known to it with respect to an Application for Payment if such notice and written explanation is not provided within thirty (30) calendar days after the date the Application for Payment was received by San Benito County. If any amount disputed by San Benito County is finally determined to be due to ENGIE Services U.S., either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 19 below, it will be paid to ENGIE Services U.S. within ten (10) Business Days after such final determination, plus interest from the date billed or claimed until such amount is paid.

Section 8.06 Rebate Programs. ENGIE Services U.S. will assist San Benito County in the preparation and submission to the applicable agencies of applications and documentation necessary for the following energy efficiency rebate, incentive, and/or loan program(s) through the Association of Monterey Bay Area Governments (AMBAG) Energy Watch Program. ENGIE Services U.S. makes no guarantee that San Benito County will receive funding from any energy efficiency rebate, incentive, and/or loan program(s), including those listed above (collectively, "Incentive Funds"), or any portion thereof; ENGIE Services U.S. expressly disclaims any liability for San Benito County's failure to receive any portion of the Incentive Funds, and San Benito County acknowledges and agrees that ENGIE Services U.S. will have no liability for any failure to receive all or any portion of the Incentive Funds, except to the extent such failure is caused by the gross negligence or willful misconduct of ENGIE Services U.S. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS ARTICLE 9, ENGIE SERVICES U.S. MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SAN BENITO COUNTY WILL HAVE NO REMEDIES AGAINST EITHER ENGIE SERVICES U.S. OR ANY ENGIE SERVICES U.S. SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW.

Section 9.01 ENGIE Services U.S. warrants to San Benito County that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. ENGIE Services U.S. further warrants that its workmanship provided hereunder, including parts, materials, and labor, and including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("ENGIE Services U.S. Warranty"). Notwithstanding the preceding sentence, the date the ENGIE Services U.S. Warranty commences with respect to a specific piece or pieces of equipment may be further defined in Attachment C.

Section 9.02 Equipment and material warranties that exceed the ENGIE Services U.S. Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to San Benito County, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be San Benito County's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects in the Work, including parts, materials, and labor, are discovered within the ENGIE Services U.S. Warranty period, ENGIE Services U.S., or ENGIE Services U.S.'s subcontractors, will correct its defects, and/or ENGIE Services U.S. will work with the equipment or material manufacturer as San Benito County's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of San Benito County. If a warranty issue arises on any equipment or material installed after the ENGIE Services U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, San Benito County will contact the manufacturer directly to resolve such warranty issues and San Benito County acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 Pursuant to the requirements of the Interconnection Agreement, solely for the PV modules (panels) and inverters (including meters that are integrated into any inverter) associated with the Generating Facility (the "Solar Generating System Components"), ENGIE Services U.S. warrants to San Benito County, for a period of ten (10) years from the Substantial Completion Date for such Generating Facility, that such Solar Generating System Components shall be (i) free from defects in workmanship provided hereunder, and (ii) free of defective system or component breakdown (the "10 Year ENGIE Services U.S. Warranty"). This 10 Year ENGIE Services U.S. Warranty covers only the Solar Generating System Components, and provides for the no-cost repair or replacement of Solar Generating System Components, including any associated labor, to the extent not otherwise covered by a manufacturer's warranty. The separately provided original equipment manufacturer ("OEM") warranties for the Solar

Generating System Components are in lieu of and not in addition to this 10 Year ENGIE Services U.S. Warranty; ENGIE Services U.S. does not provide additional warranty coverage on OEM components. Repair or replacement as provided under this 10 Year ENGIE Services U.S. Warranty is the exclusive remedy of San Benito County; ENGIE Services U.S. may repair or replace the Solar Generating System Components with new or refurbished components at ENGIE Services U.S.' sole discretion. The 10 Year ENGIE Services U.S. Warranty period will not be extended, nor will a new warranty period begin, upon any repair or replacement conducted under this 10 Year ENGIE Services U.S. Warranty.

Section 9.04 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than ENGIE Services U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE Services U.S. subcontractor, improper use or operation, or normal wear and tear under normal usage. ENGIE Services U.S. shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence.

ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) Ownership: Except as expressly provided in this Contract, San Benito County will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. ENGIE Services U.S. will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.
- (b) License: Solely in connection with the Facilities, ENGIE Services U.S. grants to San Benito County a limited, perpetual, royalty-free, non-transferrable license for any ENGIE Services U.S. intellectual property rights necessary for San Benito County to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Ownership and Use of Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "Instruments of Service") furnished directly or indirectly, in writing or otherwise, to San Benito County by ENGIE Services U.S. under this Contract will remain ENGIE Services U.S.'s property and may be used by San Benito County only for the Work. ENGIE Services U.S. will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by San Benito County or any San Benito County Person for future additions or alterations to the Project or for other projects, without the prior written agreement of ENGIE Services U.S., which shall not be unreasonably withheld. Any unauthorized use of the Instruments of Service will be at San Benito County's sole risk and without liability to ENGIE Services U.S. If San Benito County uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of ENGIE Services U.S., San Benito County agrees to waive and release, and indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities on the Contract Effective Date will remain the property of San Benito County even if such equipment or materials are replaced or their operation made unnecessary by work performed by ENGIE Services U.S. If applicable, ENGIE Services U.S. will advise San Benito County in writing of all equipment and materials that will be replaced at the Facilities and San Benito County will, within five (5) Business Days of ENGIE Services U.S.'s notice, designate in writing to ENGIE Services U.S. which replaced equipment and materials should not be disposed of off-site by ENGIE Services U.S. (the "Retained Items"). San Benito County will be responsible for and designate the location and storage for the Retained Items. ENGIE Services U.S. will be responsible for the disposal of replaced equipment and materials, except for the Retained Items. ENGIE Services U.S. will use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. ENGIE Services U.S. will not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

ARTICLE 11. INDEMNIFICATION / LIMITATION ON LIABILITY

Section 11.01 Indemnification. To the full extent permitted by law, each Party shall indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including reasonable attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity, in whole or in part arising out of that Party's activities hereunder, including the activities of other persons employed or utilized by that Party in the performance of this

Contract, excepting liabilities due to the negligence or willful misconduct of the indemnified Party. This indemnification obligation is not limited in any way by any limitations of any insurance held or provided by ENGIE Services U.S. and shall continue to bind the Parties after the termination or completion of this Contract.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense, *provided* that third-party damages subject to indemnification by a Party under this Contract will not be limited by this Section 11.02.

ARTICLE 12. INSURANCE / BONDS

Section 12.01 ENGIE Services U.S. Insurance. ENGIE Services U.S. will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (f) below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to San Benito County via an insurance certificate.

- (a) Workers' Compensation/Employers Liability for states in which ENGIE Services U.S. is not a qualified self-insured. Limits as follows:

*	Workers' Compensation:	Statutory
*	Employers Liability:	Bodily Injury by accident \$1,000,000 each accident
		Bodily Injury by disease \$1,000,000 each employee
		Bodily Injury by disease \$1,000,000 policy limit

- (b) Commercial General Liability insurance with limits of:

*	\$2,000,000 each occurrence for Bodily Injury and Property Damage
*	\$4,000,000 General Aggregate - other than Products/Completed Operations
*	\$2,000,000 Products/Completed Operations Aggregate
*	\$2,000,000 Personal and Advertising Injury
*	\$ 100,000 Damage to premises rented to ENGIE Services U.S.

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to:
(1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

- (c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

- (d) Professional Liability insurance with limits of:

*	\$1,000,000 per occurrence
*	\$1,000,000 aggregate

Coverage to be written on a claims-made form.

- (e) Umbrella/Excess Liability Insurance. Limits as follows:

*	\$1,000,000 each occurrence
*	\$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

- (f) Policy Endorsements.

- * The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against San Benito County, but only to the extent of the indemnity obligations contained in this Contract.
- * The insurance provided for Commercial General Liability and Auto Liability above will:
 - (i) include San Benito County as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
 - (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

Section 12.02 San Benito County's Insurance. San Benito County will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined below, and all such other insurance as required by Applicable Law. This requirement may be met through San Benito County's current policy of self-insurance with excess coverage. Evidence of coverage will be provided to ENGIE Services U.S. via an insurance certificate.

- (a) Commercial General Liability insurance, written on an occurrence form, with limits of:
 - * \$2,000,000 each occurrence for Bodily Injury and Property Damage; and
 - * \$4,000,000 General Aggregate
- (b) The insurance provided for above will contain waivers of subrogation rights against ENGIE Services U.S., will include ENGIE Services U.S. as an additional insured, and will provide that the insurance is primary coverage with respect to all insureds.

Section 12.03 Performance and Payment Bonds. Prior to commencing Work under this Contract, ENGIE Services U.S. will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively, the "Contract Bonds"), and a rider shall name Bank of America as a dual obligee of the Contract Bonds. The Contract Bonds shall be maintained in full force and effect until Final Completion, and thereafter may be terminated. The Contract Bonds are not being furnished to cover the performance of the energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer's warranty or other third-party warranty being assigned to San Benito County.

ARTICLE 13. DOE GUIDELINES; ENERGY POLICY ACT

Section 13.01 As authorized by §1605(b) of the Energy Policy Act of 1992 (Pub. L. No. 102-486) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions ("DOE Guidelines"). "Greenhouse Gases" means those gases and other particles as defined in the DOE Guidelines. San Benito County hereby assigns and transfers to ENGIE Services U.S., and its Affiliates and assigns, any Greenhouse Gas emission reduction credits that result from the Work.

Section 13.02 As authorized by §1331 of the Energy Policy Act of 2005 (Pub. L. No. 109-58) San Benito County agrees that for the Work, ENGIE Services U.S. will be the "designer" as that term is identified in Internal Revenue Bulletin 2008-14, Notice 2008-40, and ENGIE Services U.S. will have the exclusive right to report to any federal, state, or local agency, authority or other party any tax benefit associated with the Work. Upon Final Completion, San Benito County agrees to execute a written allocation including a declaration related to Internal Revenue Code §179D. ENGIE Services U.S. will prepare the declaration and all accompanying documentation. ENGIE Services U.S. will be designated the §179D beneficiary.

ARTICLE 14. MUNICIPAL ADVISOR

THE PARTIES ACKNOWLEDGE AND AGREE THAT ENGIE SERVICES U.S. IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO SAN BENITO COUNTY WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT SAN BENITO COUNTY BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. ENGIE SERVICES U.S. IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO SAN BENITO COUNTY OR THE PROVISION OF INFORMATION TO SAN BENITO COUNTY. SAN BENITO COUNTY WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR SAN BENITO COUNTY'S SITUATION.

ARTICLE 15. INSPECTION AND AUDIT OF RECORDS

ENGIE Services U.S. shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to San Benito County under this Contract for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to ENGIE Services U.S. under this Contract. All such documents shall be made available at an ENGIE Services U.S. office, for inspection, audit, and/or copying (at San Benito County's expense) at any time during ENGIE Services U.S.'s regular business hours, upon five (5) Business Days' request by San Benito County. In addition, pursuant to California Government Code §8546.7, if the amount of public funds expended under this Contract exceeds ten thousand dollars (\$10,000), all such documents and this Contract shall be subject to the examination and audit of the State Auditor, at the request of San Benito County or as part of any audit of San Benito County, for a period of three (3) years after final payment under this Contract.

ARTICLE 16. EVENTS OF DEFAULT

Section 16.01 Events of Default by ENGIE Services U.S. Each of the following events or conditions will constitute an "Event of Default" by ENGIE Services U.S.:

- (i) any substantial failure by ENGIE Services U.S. to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to ENGIE Services U.S. demanding that such failure to perform be cured; *provided that* (y) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract, and (z) if such cure cannot be effected in thirty (30) calendar days, ENGIE Services U.S. will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by ENGIE Services U.S. in this Contract which was false or misleading in any material respect when made; or
- (iii) any lien or encumbrance (other than a Permitted Lien) is placed upon the equipment by any subcontractor, laborer, or supplier of ENGIE Services U.S., which is not timely removed by ENGIE Services U.S.; *provided that* ENGIE Services U.S. has been duly paid for the Work and such lien or encumbrance is not the result of any act or failure to act of San Benito County.

Section 16.02 Events of Default by San Benito County. Each of the following events or conditions will constitute an "Event of Default" by San Benito County:

- (i) any substantial failure by San Benito County to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to San Benito County demanding that such failure to perform be cured; *provided that* (y) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; and (z) if such cure cannot be effected in thirty (30) calendar days, San Benito County will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by San Benito County in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by San Benito County to pay any amount to ENGIE Services U.S. which is not paid within ten (10) calendar days after written notice from ENGIE Services U.S. that the amount is past due.

ARTICLE 17. REMEDIES UPON DEFAULT

Section 17.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 16, the non-defaulting Party may terminate this Contract by providing three (3) Business Days' written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will promptly return to the other all papers, materials, and property of the other held by such Party in connection with this Contract. Each Party will also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, ENGIE Services U.S. will be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 17.02 Remedies Upon Default by ENGIE Services U.S. If an Event of Default by ENGIE Services U.S. occurs, San Benito County will be entitled to obtain any available legal or equitable remedies through judicial reference proceedings instituted pursuant to ARTICLE 19, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by ENGIE Services U.S. and/or damages, which will include San Benito County's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 17.03 Remedies upon Default by San Benito County. If an Event of Default by San Benito County occurs, ENGIE Services U.S. will be entitled to obtain any available legal or equitable remedies through judicial reference proceedings instituted pursuant to ARTICLE 19 including, without limitation, terminating this Contract or recovering amounts due and unpaid by San Benito County, and/or damages which will include ENGIE Services U.S.'s reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

ARTICLE 18. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 18.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Contract as a result of an Excusable Event. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period on commercially reasonable terms. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party.

Section 18.02 Utility Work. San Benito County expressly understands and agrees that Excusable Events may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for ENGIE Services U.S. to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

ARTICLE 19. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 19.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State of California, without regard to choice of law rules.

Section 19.02 Initial Dispute Resolution. In the event of a dispute, claim, or controversy arising out of or in connection with this Contract, the Parties through their designated representatives/program managers agree to confer and attempt to resolve the matter informally. If such dispute cannot be resolved in this manner within ten (10) Business Days after notice of the dispute is given to the other Party, then the matter shall be referred to the Parties' senior officers for their review and resolution. If the matter cannot be resolved by such officers within fifteen (15) Business Days following such referral, then the exclusive means to resolve the dispute will be Judicial Reference.

Section 19.03 Judicial Reference Proceedings. Upon the written request of any Party, a Dispute, including any and all questions of law or fact relating thereto, shall be resolved exclusively pursuant to the provisions for reference and trial by referee (without jury) set forth in California Code of Civil Procedure §638 et seq., as expressly modified by the provisions hereof ("Reference Proceeding"). The referee ("Referee") shall be a retired or former Superior Court judge residing in San Benito County, Santa Cruz Monterey County or Santa Clara County, California, who is either (1) agreed to by the parties within fifteen (15) days of the notice by any party to the other of the intention to initiate a Reference Proceeding pursuant to this Section 19.03 to resolve the Dispute, or (2) failing such agreement, is appointed pursuant to California Code of Civil Procedure §640 in an action filed in the Superior Court of San Benito County, California (the "Court"). The Parties agree that any Party may file with the Clerk of the Court, and/or with the appropriate judge of such Court, any and all petitions, motions, applications or other documents necessary to obtain the appointment of such a Referee immediately upon the commencement of any Reference Proceeding, and to conduct all necessary discovery and to proceed to a trial as expeditiously as possible. It is the Parties' intention, and the Parties and the Referee shall use their best efforts to be certain, that (a) discovery be conducted for a period no longer than six (6) months from the date ("Referee Date") the Referee is appointed (whether by stipulation or by the Court), excluding motions regarding discovery, and (b) trial be set on a date that is within nine (9) months of the Referee Date. All discovery motions shall be filed with the Referee and served upon the opposing Party no later than one week after the end of the six-month discovery period. All proceedings, including trial, before the Referee, shall be conducted at a neutral location (unless otherwise stipulated by the Parties). The Parties agree that said Referee shall be a judge for all purposes, including (i) ruling on any and all discovery matters and motions and any and all pretrial or trial motions, (ii) setting a schedule of pretrial proceedings, and (iii) making any other orders or rulings a sitting judge of the Court would be empowered to make in any action or proceeding in the Court. Any matter before the Referee shall be governed by the substantive law of California, its Code of Civil Procedure, Rules of Court, and Evidence Code, except as otherwise specifically agreed by the Parties and approved by the Referee. The Parties intend this general reference agreement to be specifically enforceable in accordance with the California Code of Civil Procedure. Any appeal of the decisions of the Referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the Court. The Referee shall in his/her statement of decisions set forth his/her findings of fact and conclusions of law. During the pendency of any such Reference Proceeding and before the entry of any judgment therein, each of the Parties to such Reference Proceeding shall bear equal shares of the fees charged and costs incurred by the Referee in connection with performing the services provided in this Section 19.03. The compensation of the Referee shall not exceed the prevailing rate for like services.

Section 19.04 Multiparty Proceeding. Either Party may join third parties whose joinder would facilitate complete resolution of the Dispute and matters arising from the resolution of the Dispute.

Section 19.05 Lien Rights. Nothing in this ARTICLE 19 limits any rights or remedies not expressly waived by ENGIE Services U.S. that ENGIE Services U.S. may have under any lien laws or stop notice laws.

ARTICLE 20. REPRESENTATIONS AND WARRANTIES

Section 20.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (ii) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (iii) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, awards or permits which would materially and adversely affect its ability to perform hereunder.

ARTICLE 21. NOTICE

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

TO ENGIE SERVICES U.S.: ENGIE Services U.S. Inc.
4020 Moorpark Avenue, Suite 100
San Jose, CA 95117
Tel: 415-505-9126
Attention: Isabelle Gecils, Project Manager

With a COPY TO: Legal Department
ENGIE Services U.S. Inc.
150 East Colorado Boulevard, Suite 360
Pasadena, CA 91105-3711
Tel: 626-377-4948
Attention: Contract Administrator

TO SAN BENITO COUNTY: San Benito County
481 Fourth Street
Hollister, CA 95023
Tel: 831-636-4000
Attention: Ray Espinosa, CAO

With a COPY TO: County Counsel's Office
481 Fourth Street, 2nd Floor
Hollister, CA 95023
Attention: Barbara Thompson

ARTICLE 22. CLAYTON ACT; CARTWRIGHT ACT

ENGIE Services U.S. offers and agrees to assign to San Benito County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §16700 et seq.), arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time San Benito County tenders final payment to ENGIE Services U.S., without further acknowledgment by the Parties.

ARTICLE 23. CONSTRUCTION OF CONTRACT

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it will not be construed for or against either Party (notwithstanding the provisions of California Civil Code

§1654), but will be construed in a manner that most accurately reflects the intent of the Parties as of the Contract Effective Date. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial, or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

ARTICLE 24. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

ARTICLE 25. NO WAIVER

The failure of ENGIE Services U.S. or San Benito County to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or San Benito County.

ARTICLE 26. SEVERABILITY

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions; *provided* that no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.

ARTICLE 27. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

ARTICLE 28. COUNTERPARTS; INTEGRATION

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Delivery of an executed counterpart of a signature page of this Contract by email will be effective as delivery of a manually executed counterpart of this Contract.

[the Parties' signatures appear on the following page]

**Energy Services Contract
San Benito County and ENGIE Services U.S.**

This Contract shall not be effective unless and until approved by a duly authorized representative of the County of San Benito and San Benito County Counsel.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Contract Effective Date.

ENGIE SERVICES U.S.:

ENGIE Services U.S. Inc.

By: _____

Name: JOHN GAJAN
Title: SR. VP & GEN. MGR.

SAN BENITO COUNTY:

County of San Benito

By: _____

Anthony Botelho
Chair

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

Barbara Thompson
Barbara Thompson
County Counsel

Date 7/24/18

ATTACHMENT A

SAN BENITO COUNTY FACILITIES

- (a) The following San Benito County Facilities are included under the Scope of Work as listed below:

Table 1: County Buildings and Facilities Within Scope

Facility	Address
County Public Works Yard	3220 Southside Rd Hollister, CA 95023
San Benito County Health & Human Services Administration	1111 San Felipe Road Hollister, CA 95023
San Benito County Behavioral Health Department	1131 San Felipe Road Hollister, CA 95023
San Benito County Sheriff's Office & Resource Management Agency	2301 Technology Pkwy Hollister, CA 95023
Jail/Juvenile Hall Area	
San Benito County Jail	710 Flynn Road Hollister, CA 95023
San Benito County Jail - Extension	710 Flynn Road Hollister, CA 95023
San Benito County Juvenile Hall	708 Flynn Road Hollister, CA 95023
Downtown Area	
San Benito County Hall of Records	440 5th St Hollister, CA 95023
San Benito County Library	460 & 470 5th St Hollister, CA 95023
San Benito County Office of Emergency Services	471 4th St Hollister, CA 95023
San Benito County Administration Building	481 4th St Hollister, CA 95023
San Benito County Probation & District Attorney	419 4th St Hollister, CA 95023
Other	
Streetlights	Various Hollister, CA 95023

ATTACHMENT B

STANDARDS OF OCCUPANCY and CONTROL

The following standards are a guideline used to evaluate the energy conservation measures in this program. It is understood that existing and installed equipment may not allow for exact times and temperatures to be met, but ENGIE Services U.S. will attempt to meet the below standards.

Table 2: Standards of Occupancy and Control – County Buildings with planned HVAC Upgrades

Facilities	Occupancy Schedule	Existing HVAC Schedule	Existing Heating Occupied/ Unoccupied Temperature	Existing Cooling Occupied/ Unoccupied Temperature	Proposed HVAC Schedule	Proposed Heating Occupied/ Unoccupied Temperature	Proposed Cooling Occupied/ Unoccupied Temperature
San Benito County Juvenile Hall	24x7	Various, during court operating hours	68F	72F	Various, during court operating hours	68F	72F
San Benito County Hall of Records	7 a.m. - 6 p.m.	7 a.m. - 6 p.m.	68F	72F	7 a.m. - 6 p.m.	68F	72F
San Benito County Library	Various	Various	68F	72F	Various	68F	72F
San Benito County Administration Building	7 a.m. - 6 p.m.	7 a.m. - 6 p.m.	68F	72F	7 a.m. - 6 p.m.	68F	72F
San Benito County Probation & District Attorney	7 a.m. - 6 p.m.	7 a.m. - 6 p.m.	68F	72F	7 a.m. - 6 p.m.	68F	72F
San Benito County Sheriff's Office & Resource Management Agency	24x7	24x7	68F	72F	24x7	68F	72F

Table 3: Standards of Occupancy – Planned Buildings with planned Lighting Upgrades

Facility	Occupancy Schedule
County Public Works Yard	8 a.m. - 3:30 p.m.
San Benito County Health & Human Services Administration	8 a.m.- 5:30 p.m.
San Benito County Behavioral Health Department	8 a.m.- 5:30 p.m.
San Benito County Sheriff's Office & Resource Management Agency	Sheriff's office: 24 x 7 RMA: 8:00 a.m. to 5:30 p.m.
Jail/Juvenile Hall Area	
San Benito County Jail	24 x 7
San Benito County Juvenile Hall	24 x 7
Downtown Area	
San Benito County Hall of Records	8 a.m. – 5:30 p.m.
San Benito County Library	Various
San Benito County Office of Emergency Services	8 a.m. – 5:30 p.m. (select rooms only)
San Benito County Administration Building	8 a.m. – 5:30 p.m.
San Benito County Probation & District Attorney	8 a.m. – 5:30 p.m.

ATTACHMENT C

SCOPE OF WORK

California State Contractor's License Number 995037
California Public Works Contractor Registration Number 1000001498

Energy Conservation Measures to Be Implemented

ECM #	Description
1	Interior and Exterior Lighting Upgrades
2	Streetlight Upgrades
3	HVAC Upgrades ECM 3.1 – Package Units Upgrades ECM 3.2 – Air-Cooled Chiller Replacement ECM 3.3 – Damper and Control Upgrades
4	Smart Thermostat Upgrades
5	Window Treatment ECM 5-1: Exterior Window Film ECM 5-2: Awnings
6	Electric Vehicle Charging Stations
7	Solar Generating Facilities

ENERGY CONSERVATION MEASURES

Below please find the detailed scope per ECM.

ECM 1 – INTERIOR AND EXTERIOR LIGHTING UPGRADES

SCOPE OF WORK

Table 4 below lists the locations of the interior and exterior lighting retrofits. For detailed descriptions of each interior and exterior lighting retrofit refer to [Attachment G](#).

Table 4: Lighting Project Locations

Facility	Interior	Exterior
County Public Works Yard	X	X
San Benito County Health & Human Services Administration	X	X
San Benito County Behavioral Health Department	X	X
San Benito County Sheriff's Office & Resource Management Agency	X	X
Jail/Juvenile Hall Area		
San Benito County Jail	X	X
San Benito County Juvenile Hall	X	X
Downtown Area		
San Benito County Hall of Records	X	X
San Benito County Library	X	X
San Benito County Office of Emergency Services	X	X
San Benito County Administration Building	X	X
San Benito County Probation & District Attorney	X	X

Inclusions:

1. Provide and install new lighting fixtures or retrofit kits as identified in Attachment G.
2. Interior retrofit includes:
 - a. **High Efficiency Linear Light Emitting Diode (LED) Upgrades:** Where indicated, replace 32-34 Watt T8 and T12 lamps and ballasts with new LED lamps and drivers, new troffer kits or new LED fixtures per Attachment G.
 - b. **High Efficiency Compact Light Emitting Diode (LED) Upgrades:** Where indicated, replace compact fluorescent, halogen and high intensity discharge lamps with new compact LED lamps and recessed down-light kits per Attachment G.
 - c. **Lighting Controls:** Provide and install lighting vacancy controls per Attachment G.
- 2) Exterior retrofit includes:
 - a. **LED Lighting for Exterior Applications** – where indicated, replace high pressure sodium (HPS), low pressure sodium or metal halide fixtures with new LED fixtures as set forth in Attachment G.
 - b. **Exterior Lighting Controls** – Provide and install motion sensors, photocells and bi-level (step-dim) control in locations per Attachment G.

Exclusions:

- Replacement of existing LED, occupancy or dimming sensors
- The scope of work assumes that there are no broken lenses or ceiling tiles. No provisions have been made for replacing any existing lenses or ceiling tiles.
- Hazardous Substances testing or abatement are excluded. The lighting upgrades are not expected to disturb existing ceiling and wall surfaces.

ECM 2 – STREETLIGHT UPGRADES

SCOPE OF WORK

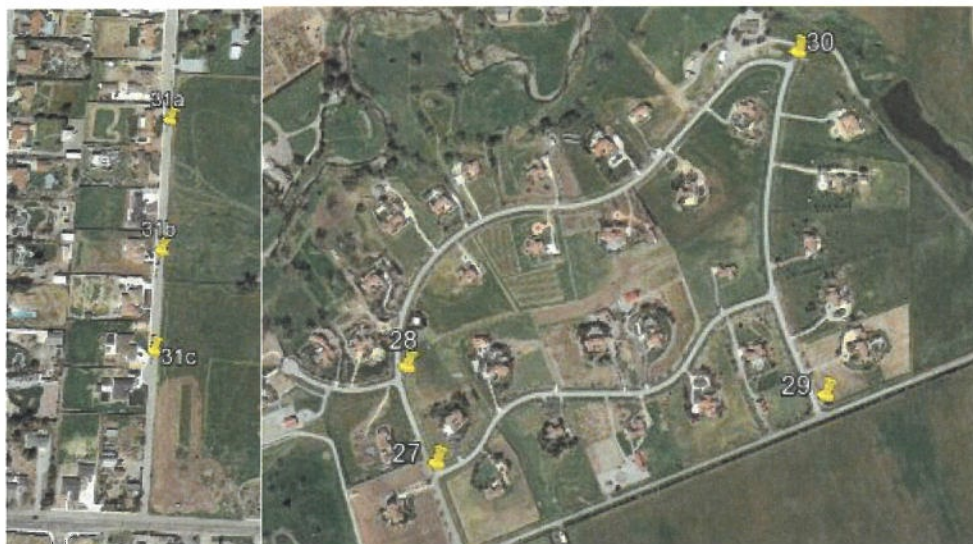
1. The scope of work applies to the street lighting listed below and includes replacement of all listed fixtures with LED light fixtures and new photocells.
2. Remove existing metal halide or high-pressure sodium fixtures as defined in Attachment H.
3. Replace with LED fixtures as defined in Attachment H.
4. Provide new wattage label for each fixture.

Attachment H lists the detailed street light scope. The figures below show the locations of streetlights to be replaced.

Figure 1: Streetlight Retrofit Locations



29 Streetlight retrofits in the Wild Oak neighborhood



3 streetlight retrofits on Rosebud Ave (left); 4 streetlight retrofits in the Little River Drive neighborhood (right)

ECM 3 – HVAC UPGRADES

ECM 3-1 through ECM 3-3 below list the detailed scope associated with HVAC upgrades.

ECM 3-1: HVAC Packaged Unit Upgrades

SCOPE OF WORK

Tables 5 and 6 below show the locations for the facilities with packaged unit upgrades and the count of packaged units by site. [Attachment I](#) indicates the count and model of existing units.

Table 5: HVAC Packaged Units Project Locations

Site
San Benito County Sheriff's Office & Resource Management Agency
Jail/Juvenile Hall Area
San Benito County Juvenile Hall
Downtown Area
San Benito County Administration Building
San Benito County Hall of Records
San Benito County Library
San Benito County Probation & District Attorney

Table 6 – Count and Tonnage of HVAC Packaged Units

Building	Packaged Units							Total Units	Total Tonnage
	2 Ton	3 Ton	4 Ton	5 Ton	7.5 Ton	10 Ton	12 Ton		
San Benito County Sheriff's Office & Resource Management Agency		6	5	4	1			16	66
Jail/Juvenile Hall Area									
San Benito County Juvenile Hall	1							1	2
Downtown Area									
San Benito County Administration Building			2		1	1	1	5	38
San Benito County Library			1					1	2
San Benito County Probation & District Attorney		8	2					10	32
Total Count	1	14	10	4	2	1	1	33	142

Scope of Work:

1. Remove and replace existing mechanical equipment as defined in [Attachment I](#).
2. Coordinate schedules for installation of rooftop equipment with San Benito County. San Benito County will make arrangements to have building unoccupied during any equipment rigging.
3. New like-for-like units, unless specified, using Bryant brand or equivalent will be installed in the location of the existing equipment.
4. ENGIE Services U.S. will install new curb / adapter curb or sleepers, as required, for installation of new mechanical equipment and weather proofing, where required.
5. ENGIE Services U.S. will install one spring isolation curb for packaged AC unit install over the court room at Juvenile Hall.
6. Packaged units 5 tons and larger will have an economizer.

ECM 3-2: Air-Cooled Chiller Replacement

The table below lists the project location for the Air-Cooled Chiller Replacement.

Table 7 - Project Location

Site
San Benito County Library

Scope of Work

1. Replace current water-cooled chiller with a 50-ton packaged air-cooled chiller with built-in chilled water pumps, as defined in Attachment I.
 - a. Air cooled chiller to be installed on concrete pad located outside of mechanical room.
 - b. Add three (3) bollards around the chiller for traffic protection.
 - c. Figure 2 below shows the location where the air-cooled chiller will be installed.

Figure 2: Air-Cooled Chiller Location Behind the Library



2. Remove and dispose of existing cooling tower (on roof), condenser water pumps, chilled water pumps, water treatment, water cooled chiller, and associated piping in the mechanical room.
3. Remove conduits back to the electrical panel.

Exclusions:

- Repairing or replacing existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew.
- Repairing existing damaged pipes, valves, and related parts and components.
- Structural improvements to the rooftop.

ECM 3-3: Damper and Control Upgrades

SCOPE OF WORK

The table below lists the project location for Damper and Control upgrades.

Table 8: Project Location

Site
San Benito County Hall of Records

1. Replace existing single actuator with a dual actuator with separate dampers for the hot and cold deck at each zone (total of 19 zones).

2. Retro-commission equipment to ensure the proper functioning of existing equipment and control per original design intent including DX chiller, cooling tower, condenser water pumps, boilers, hot water pumps, AHUs, exhausts, VFD control, building pressure set points, air side economizer, zone damper controls, and thermostats set points.

Hazardous Substances Testing and Abatement

ENGIE Services U.S. will provide testing for and abatement of potential Hazardous Substances at the San Benito County Hall of Records facility only, prior to commencement of work at that Project Location.

Testing will include:

- Conduct a walk-through inspection of the areas to delineate the scope of work, and to sample suspect Asbestos Containing Materials that may be impacted by ECM 3.3.
- Analyze collected samples in an American Hygiene Association-accredited laboratory.
- Provide a report that will include laboratory documentation and field floor plans showing sample locations.

Abatement will include:

- Spot Hazardous Substances abatement around the HVAC mechanical equipment as needed to complete the scope of work listed as ECM 3-3 above, at a cost not to exceed Twenty-Five Thousand Dollars (\$25,000).

Exclusions

- Repairing or replacing existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew.
- Repairing existing damaged pipes, valves, and related parts and components.
- Structural improvements.

ECM 4: Smart Thermostat Upgrades

SCOPE OF WORK

ENGIE Services U.S. will replace existing thermostats with smart thermostats that are controlled wirelessly by San Benito County through the manufacturer's hosted website.

Table 9 below lists the locations and counts for installation of replacement smart thermostats.

Table 9: Smart Thermostat Project Locations

Site	# of Thermostats
San Benito County Sheriff's Office & Resource Management Agency	16
Jail/Juvenile Hall Area	
San Benito County Juvenile Hall	1
Downtown Area	
San Benito County Administration Building	5
San Benito County Hall of Records	19
San Benito County Library	4
San Benito County Probation & District Attorney	10
Total	55

Inclusions

1. Install wireless thermostats with wireless mesh network gateways and repeaters with a physical ethernet connection to gateway at each site.
2. San Benito County will provide network connectivity at each building with packaged AC.
3. Install Economizer Controller for all new packaged AC units larger than 5 tons.
4. One power control module will be installed at the San Benito County Library and one power control module at San Benito County Hall of Records, to control central plants

Exclusions

1. Annual fees (expected to be \$3 per thermostat) for use of web-enabled capabilities.

ECM 5 – Window Treatment Measures

ENGIE Services U.S. will install window treatments at the San Benito County Sheriff's Office & Resource Management Agency. ENGIE Services U.S. will install exterior window film on west facing windows, and awnings on south facing windows of the building.

ECM 5.1 – Exterior Window Film

SCOPE OF WORK

Table 10 below lists the location where window film will be installed:

Table 10: Window Film Project Location

Site	# Window Glass Panels
San Benito County Sheriff's Office & Resource Management Agency	102

1. Install SolarGard Solar Control exterior window film or equivalent, at 102 glass panels on west facing side of the Sheriff Admin/County Permit Center building.
2. Provide temporary barrier and traffic control during installation.

Exclusions

1. ENGIE Services U.S. and its subcontractors are not responsible for glass breakage due to improper glass installation, existing glass damage, existing seal failure, or scoring from previous film installation.

ECM 5.2 - Awnings

SCOPE OF WORK

Table 11 below lists the location where awnings will be installed:

Table 11: Awnings Project Location

Site	# Awnings
San Benito County Sheriff's Office & Resource Management Agency	8

1. Install awnings on the south side of the buildings, including 5 upper windows and 3 lower windows at the San Benito County Sheriff's Office & Resource Management Agency building. The awnings will cover the existing windows.
2. Awnings are standard style rigid valance awnings.
3. San Benito County will choose color among Sunbrella (or equivalent) Solid Colors offerings. If San Benito County does not select a color, ENGIE Services U.S. will try to match awnings installed on the entrance of the south side of the building.
4. Fabric is guaranteed for ten years by manufacturer's warranty.
5. Dimensions:
 - a. Upper Awnings: 3'7"x3'4"x16'6"
 - b. Lower Awnings: 3'7"x3'4"x16'6"

ECM 6 – Electrical Vehicle Charging Stations

Table 12 below lists the location where Electric Vehicle (EV) charging stations will be installed.

Table 12: Electrical Vehicle Charging Station Location

Location	EV Charging Port Count
San Benito County Office of Emergency Services	2

Scope of Work

1. ENGIE Services U.S. will install two (2) ChargePoint® EV All-Purpose CT4000 Level 2 Charging Ports or equivalent, in front of the building, adjacent to the existing EV charging station, with the tie-in to the existing electrical panel in front of the San Benito County Office of Emergency Services building.
2. ENGIE Services U.S. will work with San Benito County to set up a billing structure to allow San Benito County to capture revenue associated with the EV Charging stations.

Exclusions

1. Any ChargePoint fees for the NOS (Network Operating System), expected to be \$560/year per station, which allows San Benito County to capture revenue from public use of the charging station.

ECM 7 – Solar Generating Facilities

Table 13 below lists the locations for the solar PV installations and the structure type.

Table 13: Solar PV Locations

SG #	Facility	Type
1	County Public Works Yard	Canopy
2	San Benito County Health & Human Services Administration	Rooftop and Canopy
	San Benito County Behavioral Health Department	Rooftop and Canopy
3	San Benito County Sheriff's Office & Resource Management Agency	Canopy
Jail/Juvenile Hall Area		
4	San Benito County Jail	Ground Mount
	San Benito County Jail – Extension	Ground Mount
	San Benito County Juvenile Hall	Ground Mount
Downtown Area		
5	San Benito County Hall of Records	Rooftop
	San Benito County Library	
	San Benito County Office of Emergency Services	Canopy
	San Benito County Administration Building	
	San Benito County Probation & District Attorney	

SCOPE OF WORK – GENERAL

1. Prepare and submit design drawings to San Benito County for approval and to local Utility for interconnection permits.
2. Provide geotechnical evaluations necessary for design requirements.
3. Provide Utility interconnection drawings and application management services.
4. Provide and coordinate installation of the NGOM and NEM metering.
5. Procure materials and equipment necessary for construction.
6. Provide labor, supervision, and coordination with San Benito County for the installation of photovoltaic modules and supporting structures, electrical distribution and control systems.
7. Install inverters and necessary electrical equipment and conduits to connect to the electrical switchgear or meter. Electrical shut-downs are anticipated at each site. Time of shutdown will be coordinated with San Benito County and Utility and may include weekends.
8. Provide and install solar canopy structures. The canopy structure design will include a painted canopy structure 10-14 feet in height and a pier depth of 8 feet deep and assumes no de-watering, benching, shoring, or casing.
9. Install new lighting fixtures mounted under new canopies (one for each 27' bay).
10. All ground mounted systems will be tilted 20 degrees from horizontal and solar canopy and rooftop structures will be tilted 5 degrees from horizontal.
11. Provide as-built drawings and Operations & Maintenance manuals in electronic format upon Project completion.
12. Provide lighting removal, as required.
13. Start-up, test, and commission the Generating Facilities in accordance with design plan and applicable industry standards.

SOLAR PV SCOPE OF WORK – STRUCTURAL

PV Layouts

The following photos are schematic engineering layouts. The schematic engineering layouts and the electrical routing related to them are subject to change due to field conditions and upon completion of final engineering.

Solar Generating Facility #1 – County Public Works Yard

Figure 3 – County Public Works Yard



Inclusions

- Removal of one light pole in the parking lot.

**Solar Generating Facility #2 – San Benito County Health & Human Services Administration
and San Benito County Behavioral Health Department**

**Figure 4 – San Benito County Health & Human Services Administration
and San Benito County Behavioral Health Department**



Inclusions:

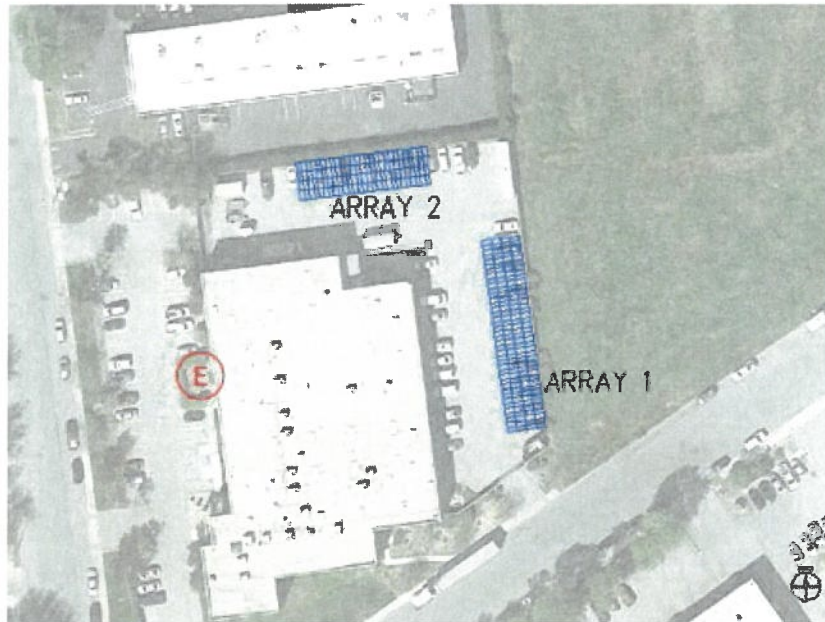
- Removal of light poles under the proposed canopy.

Exclusions:

- Structural upgrades to rooftop, if required.

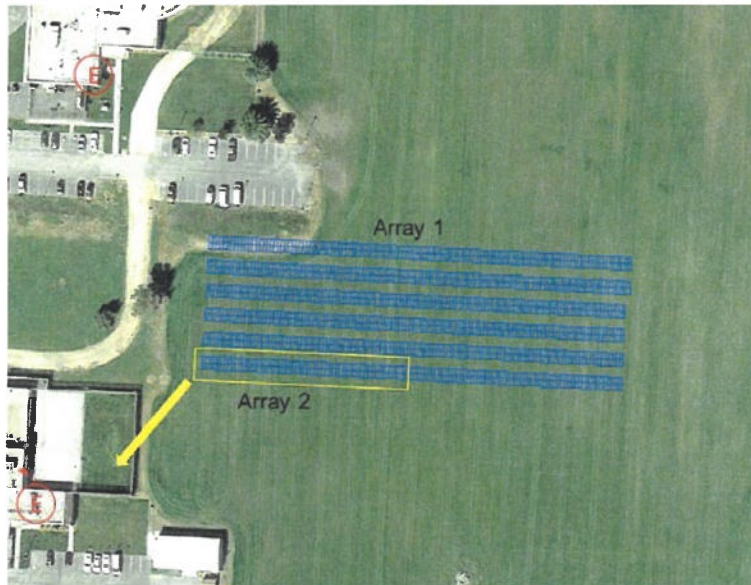
Solar Generating Facility #3 – San Benito County Sheriff's Office & Resource Management Agency

Figure 5 – San Benito County Sheriff's Office & Resource Management Agency



Solar Generating Facility #4 – Jail/Juvenile Hall Area

Figure 6 – San Benito County Jail and San Benito County Juvenile Hall



Inclusions:

- Permanent perimeter chain link fencing, with a 3-line barbed wired at the top, around the solar PV installation, with 20 feet clearance for access.

Exclusions:

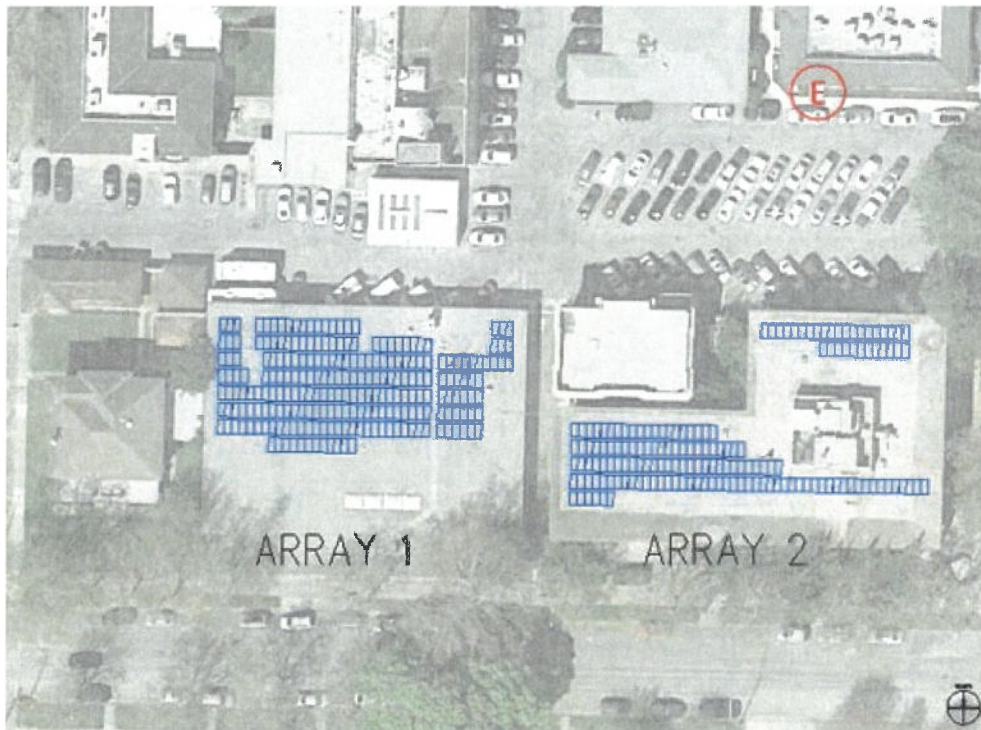
- Upgrade of the existing meter and busbar upgrades. These upgrades are currently planned to be completed in conjunction with the jail extension. The ENGIE Services U.S. Solar PV design assumes connection to the upgraded busbar and meter panel as per the San Benito County Jail Addition drawings for the new jail facility

dated May 11, 2015. San Benito County will make reasonable efforts to ensure that busbar upgrade associated with the new jail project is online prior to tie-in of solar PV installation.

- Ground maintenance after installation (weed abatement)

Solar Generating Facility #5 - Downtown Complex NEM-A (meter located at San Benito County Probation & District Attorney)

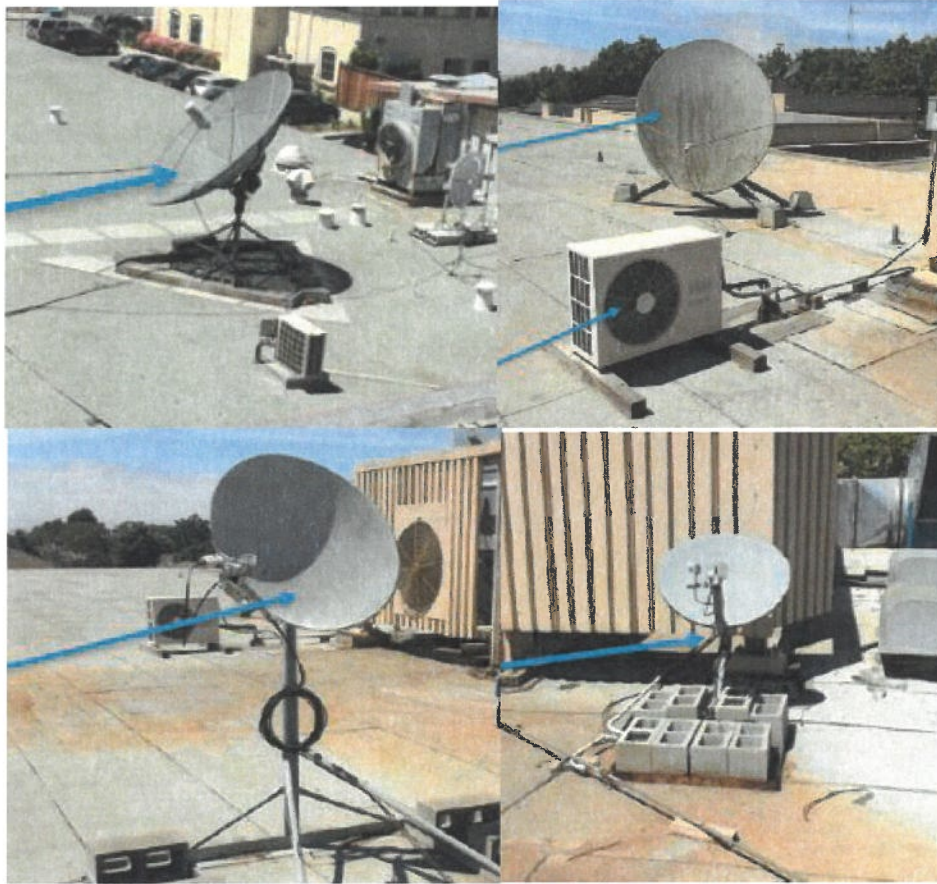
Figure 7 – San Benito County Hall of Records, San Benito County Library, San Benito County Office of Emergency Services, San Benito County Administration Building, San Benito County Probation & District Attorney



Inclusions

1. Removal of communications equipment (dishes as well as other associated equipment) no longer in use, as shown in Figure 8 below:

Figure 8: Communication Equipment to be Removed from San Benito County Hall of Records and San Benito County Library buildings



Exclusions:

1. Structural upgrades to the San Benito County Library, if required
2. Structural upgrades to the San Benito Hall of Records, if required

Solar Generating Facility #5 Continued - Downtown Complex NEM (at the meter located next to the San Benito County Hall of Records)

Figure 9– San Benito County Hall of Records, San Benito County Library, San Benito County Office of Emergency Services, San Benito County Administration Building, San Benito County Probation & District Attorney



Inclusion:

1. Removal of one lighting pole in the parking lot.

General Project Exclusions and Clarifications:

- San Benito County will be responsible for paying for inspections and any required Building, Mechanical, and Electrical Permits.
- San Benito County will be responsible for hiring and paying for all special inspections.
- ADA, Fire Life Safety, and other work required is excluded.
- ENGIE Services U.S. has assumed Construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions.
- Temporary utilities are to be provided by San Benito County at no cost to ENGIE Services U.S. (including, without limitation, trailer power, phone lines, and construction power).
- Removal and disposal of Hazardous Substances, including asbestos containing materials, to be by San Benito County, unless specifically included in the Scope of Work. If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify San Benito County's representative and stop further work in the area until the material is tested and, if Hazardous Substances, removed by San Benito County.
- ENGIE Services U.S. will require the assistance of San Benito County personnel to secure the Project Location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
- No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
- Assumes that roof structure can handle the solar PV so no allowances has been made to upgrade or repair the roof structure if required for solar PV installations at the Library and Hall of Records.
- No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
- No temporary heating or cooling services have been included in the Contract Amount. ENGIE Services U.S. will attempt to phase Construction in such a way as to avoid complete interruptions of service.
- ENGIE Services U.S. standard construction means and methods will be used.
- San Benito County will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for ENGIE Services U.S. and ENGIE Services U.S.'s subcontractor vehicles in parking lots at the Facilities.
- Work will be performed during normal work hours; no overtime hours are included in the Contract Amount.

- The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. ENGIE Services U.S. will not be responsible for repairs or upgrades to existing systems that are not functioning properly or compliant with current codes. No allowances have been made to bring existing systems up to code.
- No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify a San Benito County representative.
- No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
- Smoke detectors and fire alarm system work is excluded.
- The PV shade structure is not weather tight and will not provide shelter from rain.
- Installing water hose bibs for washing the panels is excluded.
- Decorative fascia along the perimeter of the panels and decorative covering underneath the panels are excluded.
- Parking lot repairs are excluded, except to the extent of damage caused by ENGIE Services U.S. or its subcontractors.
- Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded, except as specifically set forth in this Scope of Work.
- Painting, unless specified herein, is excluded.
- With respect to lighting equipment maintenance and/or lamp and ballast retrofitting, San Benito County will properly ground lighting fixtures before ENGIE Services U.S. commences Work in compliance with applicable codes.
- With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, San Benito County will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest NEC requirements adopted by the authority having jurisdiction. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
- Where this Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor must be included in the lighting circuits. San Benito County is responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the Facility grounding electrode system in compliance with the latest NEC adopted by the authority having jurisdiction.
- With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. San Benito County is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction.
- ENGIE Services U.S. is not responsible for repairing or replacing existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew.
- ENGIE Services U.S. will not be responsible for existing damaged pipes, valves, and related parts and components.
- Unless specifically included in this Scope of Work, existing valves, dampers, linkages, and piping specialties to which new controls/building automation system are being connected are to be in proper functioning condition. If existing device is found to be improperly functioning, San Benito County may repair or compensate ENGIE Services U.S. for repair / replacement of the device.
- ADA striping and compliance at solar PV canopies and EV charging stations will be the responsibility of San Benito County.
- Depth of piers for canopy and ground mount installations are assumed to be 8ft. No allowances have been made should soils report indicate that depth of piers should be deeper due to soil quality and/or seismic concerns, or additional seismic concerns requires deeper footings.
- Assumes San Benito County will be responsible for regular tree-trimming and maintenance for vegetation that abuts the San Benito County Library, San Benito County Hall of Records and San Benito County Administration Building, to ensure maximum solar PV system generation. Solar PV design assumes tree height and canopy density be maintained in the same status as they were during 2016.

ENGIE Services U.S. Beneficial Use and Warranty criteria for specific pieces of equipment:

- i) **LIGHTING** - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. With respect to interior and exterior lighting, ENGIE Services U.S. will provide written notice to San Benito County of the date the ENGIE Services U.S. Warranty commences.

- ii) **STREET LIGHTS** - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. With respect to street lights, ENGIE Services U.S. will provide written notice to San Benito County of the date the ENGIE Services U.S. Warranty commences.
- iii) **HVAC - PACKAGED UNITS** - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. With respect to the Packaged Units, ENGIE Services U.S. will provide written notice to San Benito County of the date the ENGIE Services U.S. Warranty commences.
- iv) **HVAC - CHILLER** - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of two weeks of uninterrupted supply of GPM flows within 10% of design values at a supply temperature of 45°F or lower. "Uninterrupted operation" is defined as: no involuntary shutdowns due to mechanical difficulties. Flows will be established by a test and balance report created by ENGIE Services U.S. Temperature performance will be established by EMS trend logs or by manual spot checks of a temperature gauge by a ENGIE Services U.S. employee. With respect to the Chiller, ENGIE Services U.S. will provide written notice to San Benito County of the date the ENGIE Services U.S. Warranty commences.
- v) **HVAC - MOTORS/VFDs/GENERATORS** - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. With respect to the Motors/VFDs/Generators, ENGIE Services U.S. will provide written notice to San Benito County of the date the ENGIE Services U.S. Warranty commences.
- vi) **HVAC - WEB-ENABLED THERMOSTAT WEB CONTROL** - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of two weeks of uninterrupted operation of controlled equipment while providing reasonable comfort. "Uninterrupted operation" is defined as: no involuntary shutdowns due to control problems. "Reasonable comfort" is defined as: maintaining occupied spaces controlled by the system within +/- 4 degrees of setpoint. Temperature setpoints will be set up upon installation. With respect to the Web-enabled Thermostat Controls, ENGIE Services U.S. will provide written notice to San Benito County of the date the ENGIE Services U.S. Warranty commences.
- vii) **WINDOW TREATMENTS (AWNINGS AND WINDOW FILM)** - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. With respect to the window treatments, ENGIE Services U.S. will provide written notice to San Benito County of the date the ENGIE Services U.S. Warranty commences.
- viii) **EV CHARGING SYSTEM** - The ENGIE Services U.S. Warranty commences immediately when the EV Charging Station is capable of operating charging vehicles.
- ix) **SOLAR SYSTEM** - The ENGIE Services U.S. Warranty commences immediately when the Generating Facility can generate expected energy, the Utility is ready to issue the permission-to-operate letter.

Manufacturer's Warranty criteria for specific pieces of equipment

The table below lists the warranty for specific pieces of equipment.

ENGIE Services U.S. Beneficial Use and Warranty criteria for specific pieces of equipment:

Table 14 below shows the warranty period

Table 14: Warranty Criteria per equipment

ECM/Scope	Equipment Type	Manufacturer Limited Warranty Duration (Years)**
ECM 1 - Lighting Retrofits	Fixture	5 - 10 Years
ECM 2 - Streetlight Upgrades	Fixture	5 years
ECM 3 - HVAC upgrades	Compressors	3 years
	Heat Exchanger	3 years
ECM 4 - Smart Thermostats Upgrades	Thermostats, repeaters and gateways	5 years

ECM/Scope	Equipment Type	Manufacturer Limited Warranty Duration (Years)**
ECM 5 - Window Treatment	Exterior Window Film	7 years
ECM 5 - Awnings	Awnings	10 years
ECM 6 - Electric Vehicle Charging Stations	Charging Stations	5 years
ECM 7 - Solar PV	Modules	25 years
	Inverters	10 years
	Monitoring Components	5 years

Table 15 below lists the schedule for substantial and completion per work scope.

Table 15: Work scopes to receive Substantial and Final Completion

Scope of Work	Location	Total Quantity of Substantial Completion	Total Quantity of Final Completion
ECM 1 – Lighting	All County Buildings listed in Attachment A	11, 1 per site	1, for project
ECM 2 – Streetlights	All County-owned streetlights (LS2 rate)	1, for set of streetlights	
ECM 3.1 - HVAC packaged Units Upgrades	County buildings listed in Attachment B	5, 1 per site	
ECM 3.2 – HVAC Central Plants (Library)	San Benito County Library	1 site	
ECM 3.3 – HVAC Central Plants (Hall of Records)	San Benito County Hall of Records	1 site	
ECM 4 - Smart Thermostat	County buildings listed in Attachment B	6, 1 per site	
ECM 5 – Window Treatment	San Benito County Sheriff's Office & Resource Management Agency	1 site	
ECM 6 - EV Charging Stations	San Benito County Emergency Services	1 site	
ECM 7 - Solar Generating Facilities	County sites listed in Attachment C	5 Solar Generating Sites	

ATTACHMENT D

MONITORING INSTALLATION SCOPE OF WORK

Overview of DAS Network Installation and Equipment Requirements

ENGIE Services U.S. will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plant.

ENGIE Services U.S. DAS Monitoring Installation:

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s); in accordance with San Benito County's specifications.
- Test and verify San Benito County/Facility network connectivity.
 - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated San Benito County/Facility maintenance staff.

San Benito County/Facility Responsibilities:

- Provide four (4) external static IP addresses, subnet mask default gateway, and DNS-information to allow remote access to DAS panel(s).
- Provide network connectivity to each DAS panel location.
- Provide ENGIE Services U.S. five (5) Business Days prior notification of any IP addressing scheme changes or changes made to restrict network access to ensure maximum uptime is maintained.

ATTACHMENT E
M&V SERVICES

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform measurement and verification services ("M&V Services") as set forth in this Attachment E with respect to San Benito County's property at the locations as listed in Attachment A.

I. Definitions:

Capitalized terms used in this Attachment E and not defined in the Contract, have the meanings set forth below:

"Accumulated Savings" means, as of any date of determination, the cumulative total of Excess Savings.

"Actual Energy Rate" means, for any Measurement Period, utility rates calculated by ENGIE Services U.S. using actual utility billing information supplied by San Benito County for that Measurement Period.

"Annual M&V Fee" means a fee payable annually in advance by San Benito County to ENGIE Services U.S., in consideration of the provision of up to five (5) years of M&V Services. The Annual M&V Fee for the first Measurement Period will be Thirteen Thousand One Hundred Fifty-Three Dollars (\$13,153). The Annual M&V Fee will be increased annually thereafter at the rate of three percent (3%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

"Assessment Work" means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

"Average Energy Unit Savings" means, with respect to any number of consecutive Measurement Periods, the arithmetic means of the Energy Unit Savings for such number of Measurement Periods.

"Base Energy Rate" means the dollars per energy unit for each building and/or each ECM, set forth in this Attachment E, Section (III), and used by ENGIE Services U.S. to calculate the EC Savings.

"Baseline" means the energy use established by ENGIE Services U.S. and approved by San Benito County from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

"EC Savings" means the savings in units of dollars (\$) calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

"Energy Rate Factors" means factors identified by ENGIE Services U.S. which may affect utility rates from the local utility companies.

"Energy Savings Report" is defined in this Attachment E, Section (II)(D).

"Energy Savings Term" means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the twentieth (20th) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; (iii) the termination by San Benito County of the M&V Services in accordance with this Attachment E, Section (II)(G); or (iv) the failure by San Benito County to pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H)(i).

"Energy Unit Savings" means the savings in units of energy, power, water, etc., calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

"Energy Use Factors" means factors identified by ENGIE Services U.S. which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

"Energy Use Savings" means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

"Excess Savings" means the excess of EC Savings over Guaranteed Savings, calculated in the manner set forth in this Attachment E, Section (II)(I)(iv).

**Energy Services Contract
San Benito County and ENGIE Services U.S.**

“Guarantee Payment” means, for any Measurement Period, either: (i) a cash payment by ENGIE Services U.S. to San Benito County in an amount equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(ii); or (ii) additional energy services or energy saving retrofits requested by San Benito County with an agreed value equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(iii).

“Guarantee Shortfall” means an amount calculated in accordance with this Attachment E, Section (II)(I)(v).

“Guaranteed Savings” means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by ENGIE Services U.S. for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline:

Measurement Year	Guaranteed Savings
1	\$451,904
2	\$472,824
3	\$494,688
4	\$517,556
5	\$541,468
6	\$566,546
7	\$592,701
8	\$620,160
9	\$648,911
10	\$665,423
11	\$696,054
12	\$728,117
13	\$761,661
14	\$796,714
15	\$833,348
16	\$871,727
17	\$911,859
18	\$953,844
19	\$997,790
20	\$1,043,746

“IPMVP” means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

“Projected Energy Savings” means those Energy Unit Savings which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (III).

“Savings Guarantee” is defined in this Attachment E, Section (II)(A)(i).

II. Terms and Conditions

A. Guaranteed Savings.

- i. Savings Guarantee. In consideration of the payment of the Annual M&V Fee, and upon the terms and subject to the conditions set forth herein, ENGIE Services U.S. warrants that San Benito County will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the “Savings Guarantee”), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- ii. Guarantee Payment. For any Measurement Period in which there is a Guarantee Shortfall, ENGIE Services U.S. will pay to San Benito County, within thirty (30) calendar days after the acceptance by San Benito County of the Energy Savings Report for such Measurement Period, the Guarantee Payment for that Measurement Period.
- iii. Services or Retrofits in Lieu of Guarantee Payment. If in the judgment of San Benito County, San Benito County would benefit from additional energy services or energy saving retrofits, San Benito County and ENGIE Services U.S. may mutually agree that ENGIE Services U.S. will provide such services or retrofits in lieu of the Guarantee Payment for such Measurement Period. For the purposes

of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that Measurement Period.

- iv. Excess Savings. For any Measurement Period in which there are Excess Savings, San Benito County will repay to ENGIE Services U.S., to the extent of such Excess Savings, any Guarantee Payments previously paid by ENGIE Services U.S. to San Benito County and not previously repaid to ENGIE Services U.S. by San Benito County, and the Excess Savings for such Measurement Period will be reduced by the amount of such repayment. If ENGIE Services U.S. has provided services or retrofits in lieu of the Guarantee Payment for a prior Measurement Period, such that the Guarantee Payment for such Measurement Period cannot be repaid by San Benito County, then in lieu of such repayment Excess Savings will be increased by the deemed value of such services or retrofits.
- v. Excusable Events. If ENGIE Services U.S. is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any Excusable Event, such circumstance will not constitute a default, and ENGIE Services U.S. will be excused from performing the M&V Services while such event is continuing. During such event, Projected Energy Savings for the month(s) in which such event is continuing will be used in lieu of actual data; *provided* that if three (3) or more years of post M&V Commencement Date data are available for such month(s), the historical average of such data for such month(s) will be used in lieu of Projected Energy Savings.
- vi. Average Energy Unit Savings. For any Measurement Period beginning with the fifth (5th) Measurement Period, upon completion of that Measurement Period's Energy Savings Report, ENGIE Services U.S. will calculate the Average Energy Unit Savings which have occurred over all previous Measurement Periods. The Average Energy Unit Savings will be applied to all subsequent Measurement Periods to determine the Energy Unit Savings for each remaining Measurement Period. After applying such Average Energy Unit Savings for each subsequent Measurement Period and calculating the resulting EC Savings, if the *sum* of (i) such calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is greater than the Guaranteed Savings for that Measurement Period, then such excess will be Excess Savings and the Savings Guarantee will have been met for that Measurement Period. If such *sum* of (i) calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is less than the Guaranteed Savings for that Measurement Period, then ENGIE Services U.S. will apply Accumulated Savings then outstanding to determine whether there is a Guarantee Shortfall for that Measurement Period. If a Guarantee Shortfall is calculated to exist for a future Measurement Period, ENGIE Services U.S. shall pay to San Benito County, not later than the ninetieth (90th) day of such future Measurement Period, the net present value of the Guarantee Shortfall for any or all of such future Measurement Period(s). Net present value will be determined using a discount rate of two percent (2%).

B. Changes in Energy Use Factors.

- i. Adjustments to Baselines. San Benito County will notify ENGIE Services U.S. in writing within ten (10) Business Days of any significant change in any Energy Use Factor. In addition, data collected by ENGIE Services U.S. during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. ENGIE Services U.S. will determine the effect that any such change will have on EC Savings and present to San Benito County a written analysis of the effects of such changes. ENGIE Services U.S. will also make corresponding revisions to the Baselines and/or EC Savings, subject to approval by San Benito County, which will not be unreasonably withheld, delayed, or conditioned.
- ii. Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. ENGIE Services U.S. will notify San Benito County, in writing, of all such changes.
- iii. Changes to Facilities. San Benito County or ENGIE Services U.S. may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Attachment E, Section (II)(B)(iii).
- iv. Baseline Adjustment. If ENGIE Services U.S. proposes changes to the Facilities that would not unreasonably interfere with the conduct of San Benito County's business or cause San Benito County to incur additional costs, and San Benito County does not consent to the changes, then ENGIE Services U.S. will adjust the Baselines upward by the amount of savings projected from the changes, unless San Benito County's refusal of such changes was based on reasonable grounds.

- v. Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by ENGIE Services U.S., at which time the EC Savings will be adjusted, retroactively if necessary, to take such changes into account.
- vi. Assessment Work. ENGIE Services U.S. has the right to charge San Benito County for Assessment Work up to Fifteen Hundred Dollars (\$1,500) per year, which will be billed at current ENGIE Services U.S. engineering rates and will be paid by San Benito County within thirty (30) calendar days after receiving ENGIE Services U.S.'s invoice. Before initiating Assessment Work, ENGIE Services U.S. will notify San Benito County in writing of the intent and estimated cost associated with the Assessment Work. San Benito County will, within forty-five (45) calendar days, give ENGIE Services U.S. written permission to proceed or, alternatively at no charge to ENGIE Services U.S., to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Savings Guarantee for such Measurement Period and thereafter. If ENGIE Services U.S. does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as San Benito County approves the Assessment Work.
- vii. Changes in Energy Use Factors. If San Benito County fails to notify ENGIE Services U.S. of changes in Energy Use Factors or fails to supply ENGIE Services U.S. in a timely manner with information that is requested by ENGIE Services U.S. for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings shall be retroactively modified to reflect the actual savings.
- viii. Change Order -- Savings Effect. ENGIE Services U.S. will calculate the energy impact of any Change Orders.
- ix. Changes in Savings Calculations. Any changes made by ENGIE Services U.S. to the savings calculations will be presented to San Benito County in advance. San Benito County will have thirty (30) calendar days to challenge or question the changes in writing.
- x. Inspection of Facilities. San Benito County agrees that ENGIE Services U.S. will have the right, with forty-eight hours prior notice, to inspect the Facilities to determine if San Benito County has consistently complied with its obligations as set forth above. If any inspection discloses that San Benito County has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then ENGIE Services U.S. will equitably adjust the Guaranteed Savings for the current Measurement Period, to reflect the actual impact of San Benito County's compliance failure(s).
- xi. Interference. San Benito County may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, San Benito County will promptly notify ENGIE Services U.S. If an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subcontractors exists and continues for five (5) Business Days or more, San Benito County agrees that the Guaranteed Savings for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present San Benito County with a proposed reduction to the Guaranteed Savings reflecting such overshadowing, shading or other interference, subject to San Benito County's reasonable approval.

C. San Benito County Maintenance. Beginning at Beneficial Use or Substantial Completion for any portion of the Work, San Benito County will maintain such portion of the Work and upon Final Completion will maintain the Project, in accordance with the maintenance schedules and procedures recommended by ENGIE Services U.S. and by the manufacturers of the relevant equipment, such maintenance to include maintaining all landscaping (including tree trimming) in and around the Generating Facilities.

D. Energy Savings Report. Annually during the first five (5) Measurement Periods of the Energy Savings Term, ENGIE Services U.S. will submit to San Benito County, for San Benito County's review and approval, such approval not to be unreasonably withheld, delayed or conditioned, an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). ENGIE Services U.S. will use its best efforts to submit such Energy Savings Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case San Benito County will be notified of such a situation within the ninety (90) calendar-day period.

**Energy Services Contract
San Benito County and ENGIE Services U.S.**

E. On-Site Measurements. San Benito County irrevocably grants to ENGIE Services U.S. the right, with forty-eight hours prior notice during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. ENGIE Services U.S. will not exercise such right in a manner that unreasonably interferes with the business of San Benito County as conducted at the Facilities as of the date hereof. San Benito County will cooperate fully with the exercise of such right by ENGIE Services U.S. pursuant to this Attachment E, Section (II)(E). San Benito County will further cooperate with ENGIE Services U.S.'s performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by ENGIE Services U.S.

F. Termination of Guaranteed Savings. If (i) San Benito County notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by San Benito County or by San Benito County for any reason permitted by the Contract, (iii) ENGIE Services U.S. is no longer the provider of the Maintenance Services set forth in Attachment F, or (iv) San Benito County fails to maintain the Project in accordance with this Attachment E, Section (II)(C), or is in default of any of its other obligations under this Attachment E, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make a Guarantee Payment will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, ENGIE Services U.S. will have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such Measurement Period.

G. Annual M&V Fee.

- i. Invoicing and Payment. The Annual M&V Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to San Benito County in a lump sum on the M&V Commencement Date. All subsequent Annual M&V Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. San Benito County, or its designee, will pay ENGIE Services U.S. such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless San Benito County gives ENGIE Services U.S. prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H) will be a material default by San Benito County under the Contract, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services or to make Guarantee Payments.
- ii. Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.
- iii. Not Refundable. The Annual M&V Fee is not refundable for any reason.

H. Calculations.

- i. Calculation of Accumulated Savings. Accumulated Savings will be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and will be decreased, for any Measurement Period, by the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the EC Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
- ii. Calculation of EC Savings. EC Savings for any Measurement Period will be equal to the Energy Use Savings, as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period will be included in the EC Savings for the first Measurement Period.
- iii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by ENGIE Services U.S. as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- iv. Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the EC Savings for the relevant Measurement Period *minus* (ii) the Guaranteed Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III). For the avoidance of doubt, Excess Savings will not be reduced below zero.
- v. Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any Measurement Period, will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the sum of (a) EC Savings for such Measurement Period plus (b) Accumulated Savings then outstanding.

III. Methodologies and Calculations

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

Table E-1: Measurement and Verification Methods

ECM	ECM Description	M&V Method	
		Electric Usage	Electric Demand
ECM-1	Interior and Exterior Lighting Retrofits	Option A	N/A
ECM-7	Solar Generating Facilities	Option B	N/A

1. M&V Option A: This option allows for the energy savings to be predicted, measured, and agreed upon between San Benito County and ENGIE Services U.S. One time measurements and stipulated parameters are used to quantify savings that are stipulated for the term of the Contract.
 - a. ENGIE Services U.S. will supply a one-time report to San Benito County, subject to San Benito County's reasonable approval, detailing the measurements and calculation of savings. If the calculated savings fall short of those expected, ENGIE Services U.S. will have the opportunity to remedy the short fall and re-measure and calculate the results. Such work will be done at ENGIE Services U.S.'s expense and will not be unreasonably denied by San Benito County, as long as such work does not interfere with San Benito County's use of the Facilities. These calculated savings will be defined as Energy Unit Savings and will be agreed to occur each Measurement Period. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the ECM and the M&V Commencement Date.
 - b. Scope of Work
The Energy Savings generated from the installation of the lighting ECMs will be measured and verified using IPMVP Option A. These savings will be measured and calculated by the following method:
 1. The reduction in units of electric demand (kW) from the installation of the lighting ECMs is to be measured directly using a calibrated true-RMS watt meter or stipulated based on the following parameters. Existing and to-be-installed fixture types will be grouped project-wide, based on the type of fixture (i.e., type of lamp, number of lamps and ballast type) and the assumed wattage. All lamps without ballasts (incandescent), along with exit signs, will be stipulated at their manufacturer's rated wattage. Groups of fixtures with ballasts will be measured in the following manner.
 - a. For groups with 1,000 or more fixtures, ten (10) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
 - b. For groups with 500 or more fixtures but fewer than 1,000, seven (7) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
 - c. For groups with 100 or more fixtures but fewer than 500, four (4) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
 - d. For groups with 99 or fewer fixtures or where measurements are not physically possible, the measured wattage will be stipulated for that group to equal the wattage defined Attachment G, showing the existing fixture codes, quantities, and manufacturer's rated wattage for these type fixtures.
 2. Assumptions: The annual unit consumption savings (kWh) for each retrofit will be calculated by multiplying the demand savings as calculated above by the Occupied Annual Hours, where the Occupied Annual Hours have been agreed upon and stipulated to by San Benito County and are presented in *Table E-2* below. The Energy Unit Savings (kWh) will be the sum of the calculated annual unit consumption savings for each retrofit.

Table E-2: Annual Lighting Hours by Room Type – Stipulated

Agreed Upon Lighting Hours of Operation	
Area Type	Annual Hours
All Common Areas / Rooms	2,080
Inactive Storage	2,600
Cafeteria/Multipurpose	2,920
Juvenile Hall - Sleep Rooms	3,640
Exterior	3,640
Exit Sign - 24/7	8,760

3. Post-retrofit measurements will be performed one time, after the retrofit is complete. Post-retrofit ECM performance is assumed to be consistent for the duration of the Energy Savings Term.
4. EC Savings achieved from the lighting ECMs are calculated by the following equation:
EC Savings = Energy Unit Savings X Base Energy Rate

Table E-3: Lighting Annual Savings by Site

Location/ECM	Projected Annual Savings (kWh)
ECM-1: County Public Works Yard	25,539
ECM-1: San Benito County Health & Human Services Administration; San Benito County Behavioral Health Department	164,635
ECM-1: San Benito County Sheriff's Office & Resource Management Agency	118,118
ECM-1: San Benito County Hall of Records and San Benito County Library	53,920
ECM-1: San Benito County Emergency Services	4,873
ECM-1: San Benito County Administration Building	20,013
ECM-1: Offices/Probation/DA	11,879
ECM-1: San Benito County Jail	91,058
ECM-1: San Benito County Juvenile Hall	29,018
Total	519,053

2. M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
 - a. ENGIE Services U.S. will supply a one-time report to San Benito County, subject to San Benito County's reasonable approval, detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.
 - b. Scope of Work
No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against production shown on the monthly utility bills and any differences will be reconciled. Projected kWh production is shown in *Table E-4* below, and is projected to degrade by 0.5% per year.

Table E-4 First Year Solar PV Production

Location/ECM	Projected Annual Production (kWh)
ECM-7: County Public Works Yard	72,373
ECM-7: San Benito County Health & Human Services Administration, San Benito County Behavioral Health Department	483,340
ECM-7: San Benito County Sheriff's Office & Resource Management Agency	159,334
ECM-7: San Benito County Hall of Records and San Benito County Library	250,808
ECM-7: San Benito County Emergency Services	222,763
ECM-7: San Benito County Administration Building	
ECM-7: Offices/Probation/DA	
ECM-7: San Benito County Jail	843,088
ECM-7: San Benito County Juvenile Hall	73,326
Total	2,105,032

- c. Assumptions: Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.
 - d. Baselines and Projected Savings: EC Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. EC Savings will be calculated and presented in ongoing Energy Savings Reports. During the Construction Period, the EC Savings will be calculated by adding the production measured for the period between Substantial Completion of the ECM and the M&V Commencement Date.
3. Base Energy Rates: EC Savings will be calculated using the applicable Base Energy Rates or Actual Energy Rates for that meter, whichever results in greater EC Savings. Actual Energy Rates will be calculated at the end of each Measurement Period using utility billing information for that Measurement Period and using the same methodology as was employed to determine the base energy rate in the Recommendations.

Table E-5: Base Energy Rates (ECM-1)

Year	County Yard (\$/kWh)	HHSA (\$/kWh)	Sheriff Admin/ County Permit Ctr (\$/kWh)	Hall of Records/ Library/ Office of Education (\$/kWh)	911 Call Center (\$/kWh)	Admin Building (\$/kWh)	Offices/ Probation/DA (\$/kWh)	County Jail (\$/kWh)	County Juvenile Hall (\$/kWh)
1	0.2881	0.2765	0.2587	0.2341	0.3061	0.3023	0.3036	0.1586	0.2445
2	0.3025	0.2903	0.2716	0.2458	0.3214	0.3174	0.3188	0.1665	0.2567
3	0.3176	0.3048	0.2852	0.2581	0.3375	0.3333	0.3347	0.1748	0.2695
4	0.3335	0.3200	0.2995	0.2710	0.3544	0.3500	0.3514	0.1835	0.2830
5	0.3502	0.3360	0.3145	0.2846	0.3721	0.3675	0.3690	0.1927	0.2972
6	0.3677	0.3528	0.3302	0.2988	0.3907	0.3859	0.3875	0.2023	0.3121
7	0.3861	0.3704	0.3467	0.3137	0.4102	0.4052	0.4069	0.2124	0.3277
8	0.4054	0.3889	0.3640	0.3294	0.4307	0.4255	0.4272	0.2230	0.3441
9	0.4257	0.4083	0.3822	0.3459	0.4522	0.4468	0.4486	0.2342	0.3613
10	0.3239	0.3292	0.3352	0.2689	0.3322	0.3275	0.3295	0.2345	0.3415
11	0.3401	0.3457	0.3520	0.2823	0.3488	0.3439	0.3460	0.2462	0.3586
12	0.3571	0.3630	0.3696	0.2964	0.3662	0.3611	0.3633	0.2585	0.3765
13	0.3750	0.3812	0.3881	0.3112	0.3845	0.3792	0.3815	0.2714	0.3953
14	0.3938	0.4003	0.4075	0.3268	0.4037	0.3982	0.4006	0.2850	0.4151
15	0.4135	0.4203	0.4279	0.3431	0.4239	0.4181	0.4206	0.2993	0.4359
16	0.4342	0.4413	0.4493	0.3603	0.4451	0.4390	0.4416	0.3143	0.4577
17	0.4559	0.4634	0.4718	0.3783	0.4674	0.4610	0.4637	0.3300	0.4806
18	0.4787	0.4866	0.4954	0.3972	0.4908	0.4841	0.4869	0.3465	0.5046
19	0.5026	0.5109	0.5202	0.4171	0.5153	0.5083	0.5112	0.3638	0.5298

**Energy Services Contract
San Benito County and ENGIE Services U.S.**

Table E-6: Base Energy Rates (ECM-7)

Year	County Yard (\$/kWh)	HHS (\$/kWh)	Sheriff Admin/County Permit Center (\$/kWh)	Hall of Records/Library/ Office of Education (\$/kWh)	911/Admin/Probation (\$/kWh)	County Jail (\$/kWh)	County Juvenile Hall (\$/kWh)
1	0.2089	0.1918	0.1282	0.1899	0.1762	0.1131	0.1729
2	0.2193	0.2014	0.1346	0.1994	0.1850	0.1188	0.1815
3	0.2303	0.2115	0.1413	0.2094	0.1943	0.1247	0.1906
4	0.2418	0.2221	0.1484	0.2199	0.2040	0.1309	0.2001
5	0.2539	0.2332	0.1558	0.2309	0.2142	0.1374	0.2101
6	0.2666	0.2449	0.1636	0.2424	0.2249	0.1443	0.2206
7	0.2799	0.2571	0.1718	0.2545	0.2361	0.1515	0.2316
8	0.2939	0.2700	0.1804	0.2672	0.2479	0.1591	0.2432
9	0.3086	0.2835	0.1894	0.2806	0.2603	0.1671	0.2554
10	0.3514	0.3080	0.2673	0.2686	0.3014	0.1880	0.2583
11	0.3690	0.3234	0.2807	0.2820	0.3165	0.1974	0.2712
12	0.3875	0.3396	0.2947	0.2961	0.3323	0.2073	0.2848
13	0.4069	0.3566	0.3094	0.3109	0.3489	0.2177	0.2990
14	0.4272	0.3744	0.3249	0.3264	0.3663	0.2286	0.3140
15	0.4486	0.3931	0.3411	0.3427	0.3846	0.2400	0.3297
16	0.4710	0.4128	0.3582	0.3598	0.4038	0.2520	0.3462
17	0.4946	0.4334	0.3761	0.3778	0.4240	0.2646	0.3635
18	0.5193	0.4551	0.3949	0.3967	0.4452	0.2778	0.3817
19	0.5453	0.4779	0.4146	0.4165	0.4675	0.2917	0.4008

ATTACHMENT F
MAINTENANCE SERVICES

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform preventive maintenance services ("Maintenance Services") as set forth in this Attachment F with respect to Generating Facilities being constructed on San Benito County's property at the following Project Locations:

SG #	Facility
1	County Public Works Yard
2	San Benito County Health & Human Services Administration
	San Benito County Behavioral Health Department
3	San Benito County Sheriff's Office & Resource Management Agency
Jail/Juvenile Hall Area	
4	San Benito County Jail
	San Benito County Jail - Extension
	San Benito County Juvenile Hall
Downtown Area	
5	San Benito County Hall of Records
	San Benito County Library
	San Benito County Office of Emergency Services
	San Benito County Administration Building
	San Benito County Probation & District Attorney

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

I. Definitions

"Annual Maintenance Fee" means a fee payable annually in advance by San Benito County to ENGIE Services U.S., in consideration of the provision of up to ten (10) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Twenty-One Thousand Three Hundred Fifty Dollars (\$21,350). The Annual Maintenance Fee will be increased annually thereafter at the rate of three percent (3%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

II. Term

So long as San Benito County pays to ENGIE Services U.S. the Annual Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to ten (10) years from the M&V Commencement Date on an annualized basis. At the end of this term, San Benito County may:

- Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- Enter into an agreement with another service provider
- Self-perform preventive maintenance

III. Annual Maintenance Fee; Reporting

The Annual Maintenance Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to San Benito County in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. San Benito County, or its designee, will pay ENGIE Services U.S. such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F, after giving notice and a reasonable opportunity to cure in accordance with Section 16.02(iii) of the Contract, will be a material default by San Benito County, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to San Benito County on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, San Benito County's new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

IV. Preventive Maintenance Services Provided

ENGIE Services U.S. will provide the following Maintenance Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis.
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. Monitoring: Monitor system performance on a daily basis.
- d. Cleaning:
 - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
 - ii. Wash PV modules and remove accumulated dust and debris on an annual basis.

V. Repair Services

If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, San Benito County must contact the ENGIE Services U.S. PV Operations & Maintenance Manager. In the event of damage, any component of the Generating Facility installed by ENGIE Services U.S. can be repaired or reconstructed by ENGIE Services U.S. at San Benito County's request. San Benito County must submit a request for quotation to the ENGIE Services U.S. PV Operations & Maintenance Manager. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to San Benito County to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and San Benito County must execute a work order, on ENGIE Services U.S.'s form, for the agreed scope of work and quotation amount. Repair work is done on a time and materials basis.

- Hourly technician labor rate \$150/hr.
- Materials markup 15%

VI. Warranty Services

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be San Benito County's point of contact for all issues related to the ENGIE Services U.S. Warranty set forth in Section 9.01 of the Contract. San Benito County should refer to Section 9.02 of the Contract for services provided by ENGIE Services U.S. to San Benito County in relation to manufacturer's warranties. The terms and conditions of the relevant manufacturer's warranties can be found in the operation and maintenance manuals delivered in electronic format to San Benito County at Final Completion.

VII. Services and Equipment to Be Covered by San Benito County

ENGIE Services U.S.'s obligations under this Attachment F are expressly conditioned upon San Benito County's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.
- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Maintaining all landscaping in and around Generating Facilities including tree trimming.
- d. Allowing ENGIE Services U.S. and its personnel, with reasonable notice to San Benito County, access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.

**Energy Services Contract
San Benito County and ENGIE Services U.S.**

- e. Allowing ENGIE Services U.S. and its personnel, with reasonable notice to San Benito County, to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.
- f. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- g. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.

ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by San Benito County's failure to satisfy the conditions set forth in this Attachment E.

ATTACHMENT G
DETAILED LIGHTING SCOPE
(See attached)

FIXTURE LOCATION DATA			EXISTING FIXTURE DATA				PROPOSED FIXTURE DATA		
Building	Detailed Area Description	Existng QTY	Existing Fixture Watts	Existing kW	Proposed Qty	Proposed Fixture Watts	Proposed kW		
Sheriff Admin	Upper Lobby	22	89	1.958	22	28	0.616		
Sheriff Admin	Upper Lobby	1	26	0.026	1	13.5	0.0135		
Sheriff Admin	Upper Lobby	4	26	0.104	4	13.5	0.054		
Sheriff Admin	Upper break room	2	58	0.116	2	26	0.052		
Sheriff Admin	Upper Lobby	1	42	0.042	1	9.5	0.0095		
Sheriff Admin	Upper Lobby	2	89	0.178	2	28	0.056		
Sheriff Admin	Men	2	58	0.116	2	26	0.052		
Sheriff Admin	Men	3	26	0.078	3	13.5	0.0405		
Sheriff Admin	Men	1	46	0.046	1	23	0.023		
Sheriff Admin	Women	2	58	0.116	2	26	0.052		
Sheriff Admin	Women	3	26	0.078	3	13.5	0.0405		
Sheriff Admin	Women	1	46	0.046	1	23	0.023		
Sheriff Admin	Open	13	85	1.105	13	35	0.455		
Sheriff Admin	Reception office	4	85	0.34	4	35	0.14		
Sheriff Admin	Conference room	5	85	0.425	5	35	0.175		
Sheriff Admin	Office	3	85	0.255	3	35	0.105		
Sheriff Admin	Storage	2	85	0.17	2	35	0.07		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Open office	8	85	0.68	8	35	0.28		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Stairwell	2	58	0.116	2	26	0.052		
Sheriff Admin	Conference	18	89	1.602	18	28	0.504		
Sheriff Admin	Conference	18	50	0.9	18	14	0.252		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Office	2	85	0.17	2	35	0.07		
Sheriff Admin	Open office	8	112	0.896	8	45	0.36		
Sheriff Admin	Open office	1	89	0.089	1	28	0.028		
Sheriff Admin	Evidence room	4	58	0.232	4	31	0.124		
Sheriff Admin	Evidence room	8	85	0.68	8	35	0.28		
Sheriff Admin	Processing room	3	58	0.174	3	31	0.093		

FIXTURE LOCATION DATA			EXISTING FIXTURE DATA		PROPOSED FIXTURE DATA			
			DATA					
Building	Detailed Area Description	Existing QTY	Existing Fixture Watts	Existing kW	Proposed Qty	Proposed Fixture Watts	Proposed kW	
Sheriff Admin	Sink room	1	85	0.085	1	35	0.035	
Sheriff Admin	Evidence	8	85	0.68	8	35	0.28	
Sheriff Admin	Hallway	4	58	0.232	4	31	0.124	
Sheriff Admin	Hallway	1	5	0.005	1	0	0	
Sheriff Admin	Break room	12	85	1.02	12	35	0.42	
Sheriff Admin	Break room	4	26	0.104	4	13.5	0.054	
Sheriff Admin	Break room	1	5	0.005	1	0	0	
Sheriff Admin	Jan	1	58	0.058	1	26	0.026	
Sheriff Admin	Hall	2	58	0.116	2	26	0.052	
Sheriff Admin	Warehouse	8	112	0.896	8	26	0.208	
Sheriff Admin	Open office	9	85	0.765	9	35	0.315	
Sheriff Admin	Open office	1	89	0.089	1	28	0.028	
Sheriff Admin	Open office	1	5	0.005	1	0	0	
Sheriff Admin	Open office	16	85	1.36	16	35	0.56	
Sheriff Admin	Office	2	85	0.17	2	35	0.07	
Sheriff Admin	Office	2	85	0.17	2	35	0.07	
Sheriff Admin	Office	2	85	0.17	2	35	0.07	
Sheriff Admin	Office	2	85	0.17	2	35	0.07	
Sheriff Admin	Office	2	85	0.17	2	35	0.07	
Sheriff Admin	Office	2	85	0.17	2	35	0.07	
Sheriff Admin	Conference room	2	85	0.17	2	35	0.07	
Sheriff Admin	Storage	1	85	0.085	1	35	0.035	
Sheriff Admin	Hall	2	85	0.17	2	35	0.07	
Sheriff Admin	Hall	1	89	0.089	1	28	0.028	
Sheriff Admin	Hall	1	89	0.089	1	28	0.028	
Sheriff Admin	Hall	1	89	0.089	1	28	0.028	
Sheriff Admin	Hall	3	26	0.078	3	13.5	0.0405	
Sheriff Admin	Men	2	58	0.116	2	26	0.052	
Sheriff Admin	Men	4	26	0.104	4	13.5	0.054	
Sheriff Admin	Men	1	46	0.046	1	23	0.023	
Sheriff Admin	Women	2	58	0.116	2	26	0.052	
Sheriff Admin	Women	4	26	0.104	4	13.5	0.054	
Sheriff Admin	Women	1	46	0.046	1	23	0.023	
Sheriff Admin	Main lobby	3	120	0.36	3	10.5	0.0315	
Sheriff Admin	Main lobby	8	42	0.336	8	9.5	0.076	
Sheriff Admin	Main lobby	5	8.5	0.0425	5	0	0	
Sheriff Admin	Lobby	11	85	0.935	11	35	0.385	
Sheriff Admin	Lobby	2	50	0.1	2	14	0.028	
Sheriff Admin	Lobby	1	5	0.005	1	0	0	
Sheriff Admin	Conference	3	85	0.255	3	35	0.105	

FIXTURE LOCATION DATA			EXISTING FIXTURE DATA			PROPOSED FIXTURE DATA		
			DATA					
Building	Detailed Area Description	Existing QTY	Existing Fixture Watts	Existing kW	Proposed Qty	Proposed Fixture Watts	Proposed kW	
Sheriff Admin	Conference	1	26	0.026	1	13.5	0.0135	
Sheriff Admin	Storage	1	50	0.05	1	14	0.014	
Sheriff Admin	Office	2	85	0.17	2	35	0.07	
Sheriff Admin	Office	3	85	0.255	3	35	0.105	
Sheriff Admin	Storage	1	50	0.05	1	14	0.014	
Sheriff Admin	Office	4	85	0.34	4	35	0.14	
Sheriff Admin	Hall	10	85	0.85	10	35	0.35	
Sheriff Admin	Hall	1	5	0.005	1	0	0	
Sheriff Admin	Work Room	1	85	0.085	1	35	0.035	
Sheriff Admin	Office	2	85	0.17	2	35	0.07	
Sheriff Admin	Office	4	85	0.34	4	35	0.14	
Sheriff Admin	Office	5	85	0.425	5	35	0.175	
Sheriff Admin	File room	1	85	0.085	1	35	0.035	
Sheriff Admin	Hall	2	58	0.116	2	26	0.052	
Sheriff Admin	Hall	2	26	0.052	2	13.5	0.027	
Sheriff Admin	Janitor	1	26	0.026	1	13.5	0.0135	
Sheriff Admin	Women	3	58	0.174	3	26	0.078	
Sheriff Admin	Women locker	3	85	0.255	3	35	0.105	
Sheriff Admin	Men	3	58	0.174	3	26	0.078	
Sheriff Admin	Hall	3	117	0.351	3	45	0.135	
Sheriff Admin	Hall	3	456	1.368	3	150	0.45	
Sheriff Admin	Hall	1	12	0.012	1	0	0	
Sheriff Admin	Office	2	85	0.17	2	35	0.07	
Sheriff Admin	Office	2	85	0.17	2	35	0.07	
Sheriff Admin	Hall	2	85	0.17	2	35	0.07	
Sheriff Admin	Conference	4	85	0.34	4	35	0.14	
Sheriff Admin	Men locker	6	85	0.51	6	35	0.21	
Sheriff Admin	Office	6	85	0.51	6	35	0.21	
Sheriff Admin	Break room	4	85	0.34	4	35	0.14	
Sheriff Admin	Stair well	3	58	0.174	3	26	0.078	
Sheriff Admin	Stair well	1	5	0.005	1	0	0	
Sheriff Admin	Warehouse	9	456	4.104	9	150	1.35	
Sheriff Admin	Warehouse	1	12	0.012	1	0	0	
Sheriff Admin	Storage	1	58	0.058	1	26	0.026	
Sheriff Admin	Storage	1	58	0.058	1	26	0.026	
Sheriff Admin	Warehouse	8	456	3.648	8	150	1.2	
Sheriff Admin	Warehouse	1	5	0.005	1	0	0	
Sheriff Admin	Training room	15	456	6.84	15	150	2.25	
Sheriff Admin	Training room	2	5	0.01	2	0	0	

FIXTURE LOCATION DATA			EXISTING FIXTURE DATA			PROPOSED FIXTURE DATA		
			DATA					
Building	Detailed Area Description	Existing QTY	Existing Fixture Watts	Existing kW	Proposed Qty	Proposed Fixture Watts	Proposed kW	
Sheriff Admin	Electrical room	1	72	0.072	1	26	0.026	
Sheriff Admin	Sever room	1	31	0.031	1	15	0.015	
Sheriff Admin	Evidence room	5	456	2.28	5	150	0.75	
Sheriff Admin	Interview room	2	85	0.17	2	35	0.07	
Sheriff Admin	Outside front lot area lights	4	110	0.44	4	56	0.224	
Sheriff Admin	Outside front building lights	2	32	0.064	2	13.5	0.027	
Sheriff Admin	Outside front building lights	5	32	0.16	5	13.5	0.0675	
Sheriff Admin	Outside front building lights	6	188	1.128	6	88	0.528	
Sheriff Admin	Outside front building lights	4	32	0.128	4	8.5	0.034	
Sheriff Admin	Outside front building lights	4	50	0.2	4	8.5	0.034	
Sheriff Admin	Outside front building lights	5	94	0.47	5	16.5	0.0825	
Sheriff Admin	Outside backside lighting	4	295	1.18	4	120	0.48	
Sheriff Admin	Outside Apollo way side	6	32	0.192	6	13.5	0.081	
Sheriff Admin	Outside Apollo way side	1	138	0.138	1	55	0.055	
Sheriff Admin	Outside Apollo way side	3	188	0.564	3	88	0.264	
Sheriff Admin	Outside Apollo way side	1	95	0.095	1	42	0.042	
Sheriff Admin	Outside left parking lot back	2	295	0.59	2	120	0.24	
Sheriff Admin	Morgue	2	117	0.234	2	45	0.09	
Juvenile Hall	Exam room	2	85	0.17	2	35	0.07	
Juvenile Hall	Hall	6	58	0.348	6	26	0.156	
Juvenile Hall	Work Room	1	58	0.058	1	31	0.031	
Juvenile Hall	Storage	1	31	0.031	1	15	0.015	
Juvenile Hall	Electrical	2	58	0.116	2	26	0.052	
Juvenile Hall	Electrical	1	58	0.058	1	26	0.026	
Juvenile Hall	Shower	1	58	0.058	1	26	0.026	
Juvenile Hall	Break room	1	58	0.058	1	26	0.026	
Juvenile Hall	Hall	3	33	0.099	3	28	0.084	
Juvenile Hall	Restroom	1	58	0.058	1	26	0.026	
Juvenile Hall	Restroom	1	58	0.058	1	26	0.026	
Juvenile Hall	Office	2	85	0.17	2	35	0.07	
Juvenile Hall	Office	2	85	0.17	2	35	0.07	
Juvenile Hall	Court room	10	59	0.59	10	28	0.28	
Juvenile Hall	Storage	1	31	0.031	1	15	0.015	
Juvenile Hall	Storage	1	58	0.058	1	26	0.026	
Juvenile Hall	Office	2	85	0.17	2	35	0.07	
Juvenile Hall	Operations room	2	34	0.068	2	35	0.07	
Juvenile Hall	Shower	1	58	0.058	1	26	0.026	
Juvenile Hall	Room	113	58	6.554	113	26	2.938	
Juvenile Hall	Interview room	2	85	0.17	2	35	0.07	

FIXTURE LOCATION DATA			EXISTING FIXTURE DATA			PROPOSED FIXTURE DATA		
Building	Detailed Area Description	Existing QTY	DATA			Proposed Qty	Proposed Fixture Watts	Proposed kW
			Existing Fixture Watts	Existing kW				
County Yard	Break room	1	112	0.112	1	44	0.044	
County Yard	Office next to break room	1	112	0.112	1	44	0.044	
County Yard	Draft room	2	112	0.224	2	44	0.088	
County Yard	Office	1	112	0.112	1	44	0.044	
County Yard	Storage	1	112	0.112	1	44	0.044	
County Yard	Inside office lights front & back	1	95	0.095	1	49	0.049	
County Yard	Inside office lights front & back	1	138	0.138	1	49	0.049	
County Yard	Tire shop	3	112	0.336	3	46	0.138	
County Yard	Tire shop	4	72	0.288	4	36	0.144	
County Yard	Tire shop	13	72	0.936	13	36	0.468	
County Yard	Tire shop	1	200	0.2	1	16.5	0.0165	
County Yard	Tire shop	2	15	0.03	2	15	0.03	
County Yard	Tire shop	1	58	0.058	1	26	0.026	
County Yard	Outside tire shop	1	295	0.295	1	57	0.057	
County Yard	Tire shop compressor room	1	2	0.002	1	26	0.026	
County Yard	Outside tire shop	1	295	0.295	1	88	0.088	
County Yard	works building backside parking	6	60	0.36	6	35	0.21	
County Yard	Dump truck shed	3	226	0.678	3	150	0.45	
County Yard	Pump station area lights	5	100	0.5	5	88	0.44	
County Yard	County transit building lobby	2	58	0.116	2	26	0.052	
County Yard	County transit building lobby	2	112	0.224	2	44	0.088	
County Yard	Transit building office	2	112	0.224	2	44	0.088	
County Yard	Transit building hall	2	58	0.116	2	26	0.052	
County Yard	Transit building janitor	1	58	0.058	1	26	0.026	
County Yard	Transit building office	1	112	0.112	1	44	0.044	
County Yard	Transit break room	4	112	0.448	4	44	0.176	
County Yard	Transit building women	1	58	0.058	1	26	0.026	
County Yard	Transit building men	1	58	0.058	1	26	0.026	
County Yard	Transit repair shop	12	456	5.472	12	150	1.8	
County Yard	Transit repair shop upper level	13	58	0.754	13	26	0.338	
County Yard	Transit repair shops tool storage	4	58	0.232	4	26	0.104	
County Yard	Transit repair shop exterior	8	95	0.76	8	38	0.304	
County Yard	Transit building parking lot	2	100	0.2	2	88	0.176	
County Yard	Vehicle storage	1	200	0.2	1	16.5	0.0165	
County Yard	Vehicle storage	7	32	0.224	7	15	0.105	
County Yard	Vehicle storage	1	295	0.295	1	88	0.088	
County Yard	Dept of Arg	2	200	0.4	2	16.5	0.033	
County Yard	Sign shop exterior	2	72	0.144	2	36	0.072	
County Yard	Sign shop exterior	3	58	0.174	3	36	0.108	

FIXTURE LOCATION DATA			EXISTING FIXTURE DATA				PROPOSED FIXTURE DATA		
Building	Detailed Area Description	Existing QTY	DATA		Proposed Qty	Proposed Fixture Watts	Proposed kW		
			Existing Fixture Watts	Existing kW					
County Yard	Sign shop exterior	1	200	0.2	1	16.5	0.0165		
County Yard	Sign shop exterior	5	200	1	5	16.5	0.0825		
County Yard	Sign shop upper	2	200	0.4	2	16.5	0.033		
County Yard	Sign shop exterior	1	295	0.295	1	88	0.088		
Probation/DA Office	Stair	1	13	0.013	1	13.5	0.0135		
Probation/DA Office	Lobby	7	13	0.091	7	8.5	0.0595		
Probation/DA Office	Restroom	1	85	0.085	1	36	0.036		
Probation/DA Office	Restroom	1	26	0.026	1	26	0.026		
Probation/DA Office	Reception	2	58	0.116	2	31	0.062		
Probation/DA Office	Hall	2	13	0.026	2	8.5	0.017		
Probation/DA Office	Women	2	85	0.17	2	36	0.072		
Probation/DA Office	Women	1	26	0.026	1	26	0.026		
Probation/DA Office	Men	1	85	0.085	1	36	0.036		
Probation/DA Office	Men	1	26	0.026	1	26	0.026		
Probation/DA Office	Hall	7	58	0.406	7	31	0.217		
Probation/DA Office	Office	4	58	0.232	4	31	0.124		
Probation/DA Office	Lab	1	85	0.085	1	36	0.036		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Records	2	58	0.116	2	31	0.062		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Work Room	2	58	0.116	2	31	0.062		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Office	3	58	0.174	3	31	0.093		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Hall	7	58	0.406	7	31	0.217		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Janitor	1	58	0.058	1	31	0.031		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Break room	3	58	0.174	3	31	0.093		
Probation/DA Office	Stair	2	13	0.026	2	8.5	0.017		
Probation/DA Office	Exterior side entrance	2	295	0.59	2	120	0.24		
Probation/DA Office	Exterior side entrance	1	55	0.055	1	21	0.021		
Probation/DA Office	Mechanical	1	58	0.058	1	26	0.026		

FIXTURE LOCATION DATA		EXISTING FIXTURE DATA				PROPOSED FIXTURE DATA			
Building	Detailed Area Description	Existing QTY	Existing Fixture Watts	Existing kW	Proposed Qty	Proposed Fixture Watts	Proposed kW		
Probation/DA Office	Exterior entrance	4	55	0.22	4	21	0.084		
Probation/DA Office	Exterior entrance	2	26	0.052	2	9.5	0.019		
Probation/DA Office	Exterior parking lot side	3	295	0.885	3	120	0.36		
Probation/DA Office	Mechanical	2	58	0.116	2	26	0.052		
Probation/DA Office	Lobby	7	13	0.091	7	8.5	0.0595		
Probation/DA Office	Lynn Stephen office	2	58	0.116	2	31	0.062		
Probation/DA Office	District attorney office	3	58	0.174	3	31	0.093		
Probation/DA Office	Lobby	7	58	0.406	7	31	0.217		
Probation/DA Office	Office	3	58	0.174	3	31	0.093		
Probation/DA Office	Ellen ball office	2	58	0.116	2	31	0.062		
Probation/DA Office	Karen ball office	2	58	0.116	2	31	0.062		
Probation/DA Office	Work Room	3	58	0.174	3	31	0.093		
Probation/DA Office	Janitor	1	33	0.033	1	28	0.028		
Probation/DA Office	Steven office	2	58	0.116	2	31	0.062		
Probation/DA Office	Investigations	4	58	0.232	4	31	0.124		
Probation/DA Office	Hall	4	58	0.232	4	31	0.124		
Probation/DA Office	Men	1	85	0.085	1	36	0.036		
Probation/DA Office	Men	1	26	0.026	1	26	0.026		
Probation/DA Office	Women	1	85	0.085	1	36	0.036		
Probation/DA Office	Women	1	26	0.026	1	26	0.026		
Probation/DA Office	Hall	7	58	0.406	7	31	0.217		
Probation/DA Office	Stair	4	13	0.052	4	8.5	0.034		
Probation/DA Office	Break room	3	58	0.174	3	31	0.093		
Probation/DA Office	Records	4	85	0.34	4	36	0.144		
Probation/DA Office	Storage	2	85	0.17	2	36	0.072		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Office	2	58	0.116	2	31	0.062		
Probation/DA Office	Conference	3	58	0.174	3	31	0.093		
Hall of Records	Justice court	14	85	1.19	14	35	0.49		
Hall of Records	Jury room	3	58	0.174	3	31	0.093		
Hall of Records	Restroom	1	51	0.051	1	20	0.02		
Hall of Records	Restroom	1	51	0.051	1	20	0.02		
Hall of Records	Jury room	1	42	0.042	1	20	0.02		
Hall of Records	Judge chamber hall	2	59	0.118	2	28	0.056		
Hall of Records	Judge chambers	4	58	0.232	4	31	0.124		
Hall of Records	Restroom	1	51	0.051	1	20	0.02		
Hall of Records	Judge chamber hall	1	5	0.005	1	5	0.005		
Hall of Records	Justice court	1	5	0.005	1	5	0.005		
Hall of Records	Jury room	1	5	0.005	1	5	0.005		

FIXTURE LOCATION DATA		EXISTING FIXTURE DATA				PROPOSED FIXTURE DATA			
Building	Detailed Area Description	Existing QTY	Existing Fixture Watts	Existing kW	Proposed Qty	Proposed Fixture Watts	Proposed kW		
Hall of Records	Men	1	58	0.058	1	26	0.026		
Hall of Records	Men	1	58	0.058	1	26	0.026		
Hall of Records	Men	1	62	0.062	1	15	0.015		
Hall of Records	All gender	1	58	0.058	1	26	0.026		
Hall of Records	All gender	1	58	0.058	1	26	0.026		
Hall of Records	All gender	1	62	0.062	1	15	0.015		
Hall of Records	Lobby	5	59	0.295	5	28	0.14		
Hall of Records	Storage	2	58	0.116	2	31	0.062		
Hall of Records	General office	2	85	0.17	2	35	0.07		
Hall of Records	General office	9	58	0.522	9	31	0.279		
Hall of Records	General office	2	59	0.118	2	28	0.056		
Hall of Records	Laboratory	3	85	0.255	3	35	0.105		
Hall of Records	104B	3	85	0.255	3	35	0.105		
Hall of Records	Hall	1	59	0.059	1	28	0.028		
Hall of Records	Office	1	85	0.085	1	35	0.035		
Hall of Records	Office	1	112	0.112	1	35	0.035		
Hall of Records	Office	2	112	0.224	2	35	0.07		
Hall of Records	Treasurer office	3	58	0.174	3	31	0.093		
Hall of Records	Treasurer office	3	59	0.177	3	28	0.084		
Hall of Records	Storage	1	112	0.112	1	35	0.035		
Hall of Records	Hall	7	59	0.413	7	28	0.196		
Hall of Records	Janitor	1	12	0.012	1	12	0.012		
Hall of Records	Mechanical	1	62	0.062	1	15	0.015		
Hall of Records	Electrical	1	15	0.015	1	15	0.015		
Hall of Records	Mapping	8	112	0.896	8	35	0.28		
Hall of Records	Women	2	31	0.062	2	15	0.03		
Hall of Records	Women	1	58	0.058	1	26	0.026		
Hall of Records	Hall	3	59	0.177	3	28	0.084		
Hall of Records	General office tax	10	58	0.58	10	31	0.31		
Hall of Records	General office tax	1	59	0.059	1	28	0.028		
Hall of Records	Office	2	58	0.116	2	31	0.062		
Hall of Records	Vault	1	58	0.058	1	26	0.026		
Hall of Records	Office	1	58	0.058	1	31	0.031		
Hall of Records	General office	24	58	1.392	24	31	0.744		
Hall of Records	General office	3	59	0.177	3	28	0.084		

ATTACHMENT G: Scope of Work for Lighting Retrofits - San Benito County

Fixture Location	Existing Controls		Proposed Controls			
	Existing Sensor	Switch Type	Proposed Controls	Proposed Qty	% Reduction from Controls	Proposed kWh/yr Reduction
Building						
Sheriff Admin	None	Bi-Level	Occupancy Sensor	2	20%	256.3
Sheriff Admin	None	Standard	Occupancy Sensor	1	20%	21.6
Sheriff Admin	None	Bi-Level	Occupancy Sensor	2	20%	183.9
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	56.6
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	70.7
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	42.4
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Standard	Occupancy Sensor	1	20%	21.6
Sheriff Admin	None	Bi-Level	Occupancy Sensor	2	20%	209.7
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Standard	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Sheriff Admin	None	Bi-Level	Occupancy Sensor	2	20%	149.8
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	56.6
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	113.2
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	42.4
Sheriff Admin	None	Standard	Switches and vacancy Sensor	1	20%	14.1
Sheriff Admin	None	Standard	Occupancy Sensor	2	20%	238.3
Sheriff Admin	None	Standard	Occupancy Sensor	1		-
Sheriff Admin	None	Standard	Occupancy Sensor	2	20%	86.5
Sheriff Admin	None	Bi-Level	Occupancy Sensor	2	20%	222.8
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	49.5
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	49.5
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	49.5
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	49.5
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	49.5

ATTACHMENT G: Scope of Work for Lighting Retrofits - San Benito County

FIXTURE LOCATION	EXISTING CONTROLS		PROPOSED CONTROLS			
	Existing Sensor	Switch Type	Proposed Controls	Proposed Qty	% Reduction from Controls	Proposed kWh/yr Reduction
Building						
Sheriff Admin	None	Standard	Occupancy Sensor	1	20%	14.1
Sheriff Admin	None		Occupancy Sensor	2	20%	55.2
Sheriff Admin	None	Bi-Level	Occupancy Sensor	2	20%	655.2
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	42.4
Sheriff Admin	None	Standard	Switches and vacancy Sensor	1		-
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	49.5
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	74.3
Sheriff Admin	None	Standard	Switches and vacancy Sensor	1		-
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	99.0
Sheriff Admin	None	Bi-Level	Occupancy Sensor	3	20%	595.7
Sheriff Admin	None	Standard	Occupancy Sensor	1	20%	24.8
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	49.5
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	99.0
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	123.8
Sheriff Admin	None	Standard	Occupancy Sensor	1	20%	21.2
Sheriff Admin	None	Standard	Occupancy Sensor	1	20%	91.1
Sheriff Admin	None	Standard	Switches and vacancy Sensor	1		-
Sheriff Admin	None	Bi-Level	Occupancy Sensor	2	20%	236.5
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	49.5
Sheriff Admin	None	Bi-Level	Occupancy Sensor	1	20%	56.6
Sheriff Admin	None	Bi-Level	Occupancy Sensor	2	20%	357.4
Sheriff Admin	None	Bi-Level	Occupancy Sensor	2	20%	148.5
Sheriff Admin	None	Standard	Occupancy Sensor	2	20%	136.7
Sheriff Admin	None	Bi-Level	Occupancy Sensor	3		-
Sheriff Admin	None	Standard	Switches and vacancy Sensor	1		-
Sheriff Admin	None	Standard	Switches and vacancy Sensor	1		-
Sheriff Admin	None	Bi-Level	Occupancy Sensor	3		-
Sheriff Admin	None	Bi-Level	Occupancy Sensor	3	20%	936.0
Sheriff Admin	None	Standard	Switches and vacancy Sensor	1		-
Sheriff Admin	None	Standard	Switches and vacancy Sensor	1		-
Sheriff Admin	None	Standard	Occupancy Sensor	2		-
Sheriff Admin	None	Standard	Occupancy Sensor	1	20%	37.4
Juvenile Hall	None	Bi-Level	Switches and vacancy Sensor	2	20%	28.3
Juvenile Hall	None	Standard	Occupancy Sensor	2	20%	64.9
Juvenile Hall	None	Standard	Switches and vacancy Sensor	1	20%	14.1
Juvenile Hall	None	Standard	Switches and vacancy Sensor	1		-
Juvenile Hall	None	Standard	Switches and vacancy Sensor	1		-
Juvenile Hall	None	Standard	Switches and vacancy Sensor	1		-

ATTACHMENT G: Scope of Work for Lighting Retrofits - San Benito County

FIXTURE LOCATION	EXISTING CONTROLS		PROPOSED CONTROLS			
	Existing Sensor	Switch Type	Proposed Controls	Proposed Qty	% Reduction from Controls	Proposed kWh/yr Reduction
Building						
Juvenile Hall	None	Standard	Switches and vacancy Sensor	1		-
Juvenile Hall	None	Standard	Occupancy Sensor	1	20%	10.8
Juvenile Hall	None		Occupancy Sensor	1	20%	34.9
Juvenile Hall	None	Standard	Switches and vacancy Sensor	1		-
Juvenile Hall	None	Bi-Level	Switches and vacancy Sensor	1	20%	28.3
Juvenile Hall	None	Bi-Level	Switches and vacancy Sensor	1	20%	28.3
Juvenile Hall	None	Bi-Level	Occupancy Sensor	1	20%	116.5
Juvenile Hall	None	Bi-Level	Switches and vacancy Sensor	1		-
Juvenile Hall	None	Bi-Level	Switches and vacancy Sensor	1	20%	28.3
Juvenile Hall	None	Dimming	Switches and vacancy Sensor	1	20%	28.3
Juvenile Hall	None	Standard	Occupancy Sensor	1		-
Juvenile Hall	None	Standard	Occupancy Sensor	1	20%	28.3
Juvenile Hall	None	Standard	Occupancy Sensor	2		-
Juvenile Hall	None	Standard	Occupancy Sensor	1		-
Juvenile Hall	None	Standard	Occupancy Sensor	1		-
Juvenile Hall	None	Standard	Occupancy Sensor	1		-
Juvenile Hall	None	Standard	Occupancy Sensor	1		-
Juvenile Hall	None	Bi-Level	Occupancy Sensor	2	20%	169.7
Juvenile Hall	None	Standard	Switches and vacancy Sensor	1	20%	7.5
Juvenile Hall	None	Standard	Occupancy Sensor	2	20%	74.9
Juvenile Hall	None	Standard	Switches and vacancy Sensor	1		-
Juvenile Hall	None	Standard	Switches and vacancy Sensor	1		-
Juvenile Hall	None	Bi-Level	Switches and vacancy Sensor	1	20%	43.3
Juvenile Hall	None	Standard	Occupancy Sensor	2	20%	64.9
Juvenile Hall	None	Standard	Switches and vacancy Sensor	1	20%	43.3
County Yard	None	Standard	Occupancy Sensor	1	20%	36.6
County Yard	None	Standard	Occupancy Sensor	1	20%	21.6
County Yard	None	Standard	Occupancy Sensor	1	20%	12.5
County Yard	None	Standard	Occupancy Sensor	1		-
County Yard	None	Standard	Switches and vacancy Sensor	1		-
County Yard	None	Standard	Switches and vacancy Sensor	1		-
County Yard	None	Standard	Switches and vacancy Sensor	1	20%	18.3
County Yard	None	Standard	Switches and vacancy Sensor	1	20%	18.3
County Yard	None	Standard	Occupancy Sensor	1	20%	36.6
County Yard	None	Standard	Switches and vacancy Sensor	1	20%	18.3
County Yard	None	Standard	Switches and vacancy Sensor	1	20%	18.3
County Yard	None	Bi-Level	Occupancy Sensor	3		-
County Yard	None	Standard	Switches and vacancy Sensor	1		-

ATTACHMENT G: Scope of Work for Lighting Retrofits - San Benito County

FIXTURE LOCATION		EXISTING CONTROLS		PROPOSED CONTROLS			
Building	Existing Sensor	Switch Type	Proposed Controls	Proposed Qty	% Reduction from Controls	Proposed kWh/yr Reduction	
County Yard	None	Bi-Level	Occupancy Sensor	3		-	
County Yard	None	Bi-Level	Occupancy Sensor	5		-	
County Yard	None	Standard	Occupancy Sensor	1	20%	13.7	
Probation/DA Office	None	Standard	Occupancy Sensor	1	20%	5.6	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	24.8	
Probation/DA Office	None	Standard	Switches and vacancy Sensor	1		-	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Standard	Occupancy Sensor	1	20%	7.1	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1		-	
Probation/DA Office	None	Standard	Occupancy Sensor	1		-	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	2	20%	99.0	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	56.6	
Probation/DA Office	None	Standard	Occupancy Sensor	1	20%	15.0	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Standard	Switches and vacancy Sensor	1		-	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Standard	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Standard	Switches and vacancy Sensor	1		-	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Standard	Switches and vacancy Sensor	1		-	
Probation/DA Office	None	Standard	Switches and vacancy Sensor	1		-	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	2	20%	24.8	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3	
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	42.4	

ATTACHMENT G: Scope of Work for Lighting Retrofits - San Benito County

FIXTURE LOCATION	EXISTING CONTROLS		PROPOSED CONTROLS			
	Existing Sensor	Switch Type	Proposed Controls	Proposed Qty	% Reduction from Controls	Proposed kWh/yr Reduction
Building						
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	42.4
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	42.4
Probation/DA Office	None	Standard	Switches and vacancy Sensor	1		-
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	56.6
Probation/DA Office	None	Bi-Level	Occupancy Sensor	2	20%	56.6
Probation/DA Office	None	Standard	Occupancy Sensor	1		-
Probation/DA Office	None	Standard	Occupancy Sensor	1		-
Probation/DA Office	None	Bi-Level	Occupancy Sensor	3	20%	99.0
Probation/DA Office	None	Standard	Occupancy Sensor	2	20%	14.1
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	42.4
Probation/DA Office	None	Bi-Level	Occupancy Sensor	2	20%	59.9
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	30.0
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Probation/DA Office	None	Bi-Level	Occupancy Sensor	1	20%	42.4
Probation/DA Office	None	Bi-Level	Occupancy Sensor	2	20%	198.0
Hall of Records	None	Standard	Occupancy Sensor	1	20%	42.4
Hall of Records	None	Standard	Switches and vacancy Sensor	1		-
Hall of Records	None	Standard	Switches and vacancy Sensor	1		-
Hall of Records	None	Standard	Occupancy Sensor	1	20%	23.3
Hall of Records	None	Standard	Occupancy Sensor	1	20%	56.6
Hall of Records	None	Standard	Switches and vacancy Sensor	1		-
Hall of Records	None	Standard	Occupancy Sensor	1	20%	58.2
Hall of Records	None	Standard	Switches and vacancy Sensor	1		-
Hall of Records	None	Bi-Level	Occupancy Sensor	1	20%	28.3
Hall of Records	None	Standard	Switches and vacancy Sensor	1	20%	42.4
Hall of Records	None	Standard	Switches and vacancy Sensor	1	20%	42.4
Hall of Records	None	Standard	Occupancy Sensor	1	20%	11.6
Hall of Records	None	Standard	Occupancy Sensor	1	20%	14.1
Hall of Records	None	Standard	Occupancy Sensor	1	20%	28.3
Hall of Records	None	Bi-Level	Occupancy Sensor	1	20%	42.4
Hall of Records	None	Standard	Switches and vacancy Sensor	1		-
Hall of Records	None	Standard	Occupancy Sensor	3	20%	81.5
Hall of Records	None	Standard	Switches and vacancy Sensor	1		-

ATTACHMENT G: Scope of Work for Lighting Retrofits - San Benito County

FIXTURE LOCATION	EXISTING CONTROLS		PROPOSED CONTROLS			
	Existing Sensor	Switch Type	Proposed Controls	Proposed Qty	% Reduction from Controls	Proposed kWH/yr Reduction
Building						
Hall of Records	None	Standard	Switches and vacancy Sensor	1		-
Hall of Records	None	Standard	Switches and vacancy Sensor	1		-
Hall of Records	None	Standard	Occupancy Sensor	2	20%	113.2
Hall of Records	None	Standard	Occupancy Sensor	1		-
Hall of Records	None	Standard	Occupancy Sensor	1	20%	34.9
Hall of Records	None	Bi-Level	Occupancy Sensor	2	20%	141.4
Hall of Records	None	Standard	Occupancy Sensor	1	20%	28.3
Hall of Records	None	Standard	Switches and vacancy Sensor	1		-
Hall of Records	None	Standard	Switches and vacancy Sensor	1	20%	14.1
Hall of Records	None	Bi-Level	Occupancy Sensor	2	20%	339.5

ATTACHMENT H
DETAILED STREETLIGHT SCOPE
(See attached)

ATTACHMENT H - SAN BENITO COUNTY - STREETLIGHT DETAILED SCOPE

ATTACHMENT H - SAN BENITO COUNTY - STREETLIGHT DETAILED SCOPE							Replacement Specs	
ACCTNUM	BADGENUM	DESC_ADDR	ITEM_CODE	POLE_TYPE	POLE_LGTH	SA_ID	Type	Wattage
4468178494	2265	VALLY OAK CT 850	S-H-70	STEEL	16-19 FT	2440978008	LED	26
4468178494	2262	OAK RIDGE DR 800	S-H-70	STEEL	16-19 FT	2440978008	LED	26
4468178494	2264	OAK RIDGE CT 700	S-H-70	STEEL	16-19 FT	2440978008	LED	26
4468178494	2266	OAK CREEK DR & HOLLY OAK CT SWC	S-H-70	STEEL	16-19 FT	2440978008	LED	26
4468178494	2267	OAK CREEK CT 730	S-H-70	STEEL	20-24 FT	2440978008	LED	26
4468178494	2387	COVEY CT 853	S-H-70	STEEL	25-29 FT	2482645004	LED	26
4468178494	2415	ENTERPRISE RD OPP QUAIL HOLLOW DR	S-H-150	ALUMINUM	25-29 FT	2482645002	LED	41
4468178494	2417	WILD OAK DR 1100	S-H-150	ALUMINUM	30-34 FT	2482645002	LED	41
4468178494	2416	QUAIL HOLLOW DR 1000	S-H-150	ALUMINUM	25-29 FT	2482645002	LED	41
4468178494	2642	WILD OAK DR 1150	S-H-70	ALUMINUM	25-29 FT	2482645004	LED	26
4468178494	2643	QUAIL RIDGE WY 1205	S-H-70	ALUMINUM	25-29 FT	2482645004	LED	26
4468178494	2644	BROOKVIEW CT END OF	S-H-70	ALUMINUM	25-29 FT	2482645004	LED	26
4468178494	2726	WILD OAK DR 1075	S-H-150	ALUMINUM	30-34 FT	2482645002	LED	41
4468178494	2735	VALLY OAK CT 920	S-H-70	STEEL	16-19 FT	2440978008	LED	26
4468178494	2832	QUAIL RIDGE WY 1235	S-H-100	STEEL	20-24 FT	2482645004	LED	41
4468178494	2833	STONE RIDGE TRAIL 951	S-H-100	ALUMINUM	25-29 FT	2482645004	LED	41
4468178494	2834	STONE RIDGE TRAIL 924	S-H-100	ALUMINUM	25-29 FT	2482645004	LED	41
4468178494	2836	QUAIL HOLLOW DR 865	S-H-70	ALUMINUM	30-34 FT	2482645004	LED	26
4468178494	2838	COVEY CT 876	S-H-100	STEEL	25-29 FT	2482645004	LED	41
4468178494	2839	QUAIL HOLLOW DR 795	S-H-70	ALUMINUM	30-34 FT	2482645004	LED	26
4468178494	2840	QUAIL RIDGE WY 1355	S-H-100	ALUMINUM	30-34 FT	2482645004	LED	41
4468178494	2841	QUAIL RIDGE WY 1285	S-H-70	STEEL	25-29 FT	2482645004	LED	26
4468178494	2842	CANYON OAK CT 708	S-H-70	STEEL	20-24 FT	2440978004	LED	26
4468178494	2844	OAK CREEK DR 899	S-D-40	STEEL	20-24 FT	2440978004	LED	26
4468178494	2845	OAK CREEK CT 963	S-H-70	STEEL	20-24 FT	2440978004	LED	26
4468178494	3054	1130 Little River Road	S-H-100	GALVANIZED	25-29 FT	4468178497	LED	41
4468178494	3055	LITTLE RIVER DR OPP GLENFALLS CT	S-H-100	GALVANIZED	25-29 FT	4468178497	LED	41
4468178494	3056	CANYON DR & COMSTOCK RD NEC	S-H-100	GALVANIZED	25-29 FT	4468178497	LED	41
4468178494	3058	CANYON DR OPP LITTLE RIVER DR	S-H-100	GALVANIZED	25-29 FT	4468178497	LED	41
4468178494	no Badge number	678 Canyon Oak Court					LED	41
4468178494	2486	QUAIL RIDGE WY 1379	S-H-70	STEEL	20-24 FT	2440978004	LED	26
4468178494	2835	885 Quail Hollow Dr	S-H-70	ALUMINUM	30-34 FT	2482645004	LED	26
4468178494	2736	HOLLY OAK CT 854	S-H-70	STEEL	16-19 FT	2440978008	LED	26
4468178494	3154	234 Rosebud Ave	S-H-100	GALVANIZED	25-29 FT	4468178497	LED	41
4468178494	3155	194 Rosebud Ave	S-H-100	GALVANIZED	25-29 FT	4468178497	LED	41
4468178494	3156	174 Rosebud Ave	S-H-100	GALVANIZED	25-29 FT	4468178497	LED	41

**ATTACHMENT I
DETAILED HVAC SCOPE**
(See attached)

ATTACHMENT I - SAN BENITO COUNTY - EXISTING HVAC UNITS

Engg. Unit	Model No.	Period	Unit Type	Name	Manufacturer	Brand / S	Grade II	Condition (Type / Cook Date / Term)	Requisition	Size	Estb	Inventory	Original Date	Final	Planning Capacity	Inventory	V	PR	MR-A	MR-B	MR-C	MR-D	MR-E	MR-F	MR-G	MR-H	MR-I	MR-J	MR-K	MR-L	MR-M	MR-N	MR-O	MR-P	MR-Q	MR-R	MR-S	MR-T	MR-U	MR-V	MR-W	MR-X	MR-Y	MR-Z	MR-AA	MR-AB	MR-AC	MR-AD	MR-AE	MR-AF	MR-AG	MR-AH	MR-AI	MR-AJ	MR-AL	MR-AM	MR-AN	MR-AO	MR-AP	MR-AQ	MR-AR	MR-AS	MR-AT	MR-AU	MR-AV	MR-AW	MR-AX	MR-AY	MR-AZ	MR-BA	MR-BB	MR-BC	MR-BD	MR-BE	MR-BF	MR-BG	MR-BH	MR-BI	MR-BJ	MR-BL	MR-BM	MR-BN	MR-BO	MR-BP	MR-BQ	MR-BR	MR-BS	MR-BT	MR-BU	MR-BV	MR-BW	MR-BX	MR-BY	MR-BZ	MR-CA	MR-CB	MR-CC	MR-CD	MR-CE	MR-CF	MR-CG	MR-CH	MR-CI	MR-CJ	MR-CL	MR-CM	MR-CN	MR-CO	MR-CP	MR-CQ	MR-CR	MR-CS	MR-CT	MR-CU	MR-CV	MR-CW	MR-CX	MR-CY	MR-CZ	MR-DA	MR-DB	MR-DC	MR-DD	MR-DE	MR-DF	MR-DG	MR-DH	MR-DI	MR-DJ	MR-DM	MR-DN	MR-DO	MR-DP	MR-DQ	MR-DR	MR-DS	MR-DT	MR-DU	MR-DV	MR-DW	MR-DX	MR-DY	MR-DZ	MR-EA	MR-EB	MR-EC	MR-ED	MR-EE	MR-EF	MR-EG	MR-EH	MR-EI	MR-EJ	MR-EL	MR-EM	MR-EN	MR-EO	MR-EP	MR-EQ	MR-ER	MR-ES	MR-ET	MR-EU	MR-EV	MR-EW	MR-EX	MR-EY	MR-EZ	MR-FA	MR-FB	MR-FC	MR-FD	MR-FE	MR-FF	MR-FG	MR-FH	MR-FI	MR-FJ	MR-FL	MR-FM	MR-FN	MR-FO	MR-FP	MR-FQ	MR-FR	MR-FS	MR-FT	MR-FU	MR-FV	MR-FW	MR-FX	MR-FY	MR-FZ	MR-GA	MR-GB	MR-GC	MR-GD	MR-GE	MR-GF	MR-GG	MR-GH	MR-GI	MR-GJ	MR-GL	MR-GM	MR-GN	MR-GO	MR-GP	MR-GQ	MR-GR	MR-GS	MR-GT	MR-GU	MR-GV	MR-GW	MR-GX	MR-GY	MR-GZ	MR-HA	MR-HB	MR-HC	MR-HD	MR-HE	MR-HF	MR-HG	MR-HH	MR-HI	MR-HJ	MR-HK	MR-HL	MR-HM	MR-HN	MR-HO	MR-HP	MR-HQ	MR-HR	MR-HS	MR-HT	MR-HU	MR-HV	MR-HW	MR-HX	MR-HY	MR-HZ	MR-IA	MR-IB	MR-IC	MR-ID	MR-IE	MR-IF	MR-IG	MR-IH	MR-II	MR-IJ	MR-IL	MR-IM	MR-IN	MR-IO	MR-IP	MR-IQ	MR-IR	MR-IS	MR-IT	MR-IU	MR-IV	MR-IW	MR-IX	MR-IY	MR-IZ	MR-JA	MR-JB	MR-JC	MR-JD	MR-JE	MR-JF	MR-JG	MR-JH	MR-JI	MR-JJ	MR-JL	MR-JM	MR-JN	MR-JO	MR-JP	MR-JQ	MR-JR	MR-JS	MR-JT	MR-JU	MR-JV	MR-JW	MR-JX	MR-JY	MR-JZ	MR-KA	MR-KB	MR-KC	MR-KD	MR-KE	MR-KF	MR-KG	MR-KH	MR-KI	MR-KJ	MR-KL	MR-KM	MR-KN	MR-KO	MR-KP	MR-KQ	MR-KR	MR-KS	MR-KT	MR-KU	MR-KV	MR-KW	MR-KX	MR-KY	MR-KZ	MR-LA	MR-LB	MR-LC	MR-LD	MR-LE	MR-LF	MR-LG	MR-LH	MR-LI	MR-LJ	MR-LK	MR-LM	MR-LN	MR-LO	MR-LP	MR-LQ	MR-LR	MR-LS	MR-LT	MR-LU	MR-LV	MR-LW	MR-LX	MR-LY	MR-LZ	MR-MA	MR-MB	MR-MC	MR-MD	MR-ME	MR-MF	MR-MG	MR-MH	MR-MI	MR-MJ	MR-MK	MR-ML	MR-MN	MR-MO	MR-MP	MR-MQ	MR-MR	MR-MS	MR-MT	MR-MU	MR-MV	MR-MW	MR-MX	MR-MY	MR-MZ	MR-NA	MR-NB	MR-NC	MR-ND	MR-NE	MR-NF	MR-NG	MR-NH	MR-NI	MR-NJ	MR-NK	MR-NL	MR-NM	MR-NO	MR-NP	MR-NQ	MR-NR	MR-NS	MR-NT	MR-NU	MR-NV	MR-NW	MR-NX	MR-NY	MR-NZ	MR-PA	MR-PB	MR-PC	MR-PD	MR-PE	MR-PF	MR-PG	MR-PH	MR-PI	MR-PJ	MR-PK	MR-PL	MR-PM	MR-PN	MR-PO	MR-PP	MR-PQ	MR-PR	MR-PS	MR-PT	MR-PU	MR-PV	MR-PW	MR-PX	MR-PY	MR-PZ	MR-QA	MR-QB	MR-QC	MR-QD	MR-QE	MR-QF	MR-QG	MR-QH	MR-QI	MR-QJ	MR-QL	MR-QM	MR-QN	MR-QO	MR-QP	MR-QQ	MR-QR	MR-QS	MR-QT	MR-QU	MR-QV	MR-QW	MR-QX	MR-QY	MR-QZ	MR-RA	MR-RB	MR-RC	MR-RD	MR-RE	MR-RF	MR-RG	MR-RH	MR-RI	MR-RJ	MR-RK	MR-RL	MR-RM	MR-RN	MR-RO	MR-RP	MR-RQ	MR-RR	MR-RS	MR-RT	MR-RU	MR-RV	MR-RW	MR-RX	MR-RY	MR-RZ	MR-SA	MR-SB	MR-SC	MR-SD	MR-SE	MR-SF	MR-SG	MR-SH	MR-SI	MR-SJ	MR-SK	MR-SL	MR-SM	MR-SN	MR-SO	MR-SP	MR-SQ	MR-SR	MR-SS	MR-ST	MR-SU	MR-SV	MR-SW	MR-SX	MR-SY	MR-SZ	MR-TA	MR-TB	MR-TC	MR-TD	MR-TE	MR-TF	MR-TG	MR-TH	MR-TI	MR-TJ	MR-TK	MR-TL	MR-TM	MR-TN	MR-TO	MR-TP	MR-TQ	MR-TR	MR-TS	MR-TU	MR-TV	MR-TW	MR-TX	MR-TY	MR-TZ	MR-UA	MR-UB	MR-UC	MR-UD	MR-UE	MR-UF	MR-UG	MR-UH	MR-UI	MR-UJ	MR-UK	MR-UL	MR-UM	MR-UN	MR-UO	MR-UP	MR-UQ	MR-UR	MR-US	MR-UT	MR-UY	MR-UZ	MR-VA	MR-VB	MR-VC	MR-VD	MR-VE	MR-VF	MR-VG	MR-VH	MR-VI	MR-VJ	MR-VK	MR-VL	MR-VM	MR-VN	MR-VO	MR-VP	MR-VQ	MR-VR	MR-VS	MR-VT	MR-VU	MR-VV	MR-VW	MR-VX	MR-VY	MR-VZ	MR-WA	MR-WB	MR-WC	MR-WD	MR-WE	MR-WF	MR-WG	MR-WH	MR-WI	MR-WJ	MR-WK	MR-WL	MR-WM	MR-WN	MR-WO	MR-WP	MR-WQ	MR-WR	MR-WS	MR-WT	MR-WU	MR-WV	MR-WX	MR-WY	MR-WZ	MR-XA	MR-XB	MR-XC	MR-XD	MR-XE	MR-XF	MR-XG	MR-XH	MR-XI	MR-XJ	MR-XK	MR-XL	MR-XM	MR-XN	MR-XO	MR-XP	MR-XQ	MR-XR	MR-XS	MR-XT	MR-XU	MR-XV	MR-XW	MR-XX	MR-XY	MR-XZ	MR-YA	MR-YB	MR-YC	MR-YD	MR-YE	MR-YF	MR-YG	MR-YH	MR-YI	MR-YJ	MR-YK	MR-YL	MR-YM	MR-YN	MR-YO	MR-YP	MR-YQ	MR-YR	MR-YS	MR-YT	MR-YU	MR-YV	MR-YW	MR-YX	MR-YZ	MR-ZA	MR-ZB	MR-ZC	MR-ZD	MR-ZE	MR-ZF	MR-ZG	MR-ZH	MR-ZI	MR-ZJ	MR-ZK	MR-ZL	MR-ZM	MR-ZN	MR-ZO	MR-ZP	MR-ZQ	MR-ZR	MR-ZS	MR-ZT	MR-ZU	MR-ZV	MR-ZW	MR-ZX	MR-ZY	MR-ZZ
Library Office of ad	Q24-1	1780	Chair	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x	1780x																																																																																																																																																																																																																																																																																																																																								

ATTACHMENT I - SAN BENITO COUNTY - NEW AC UNITS

Bldg No	Area Served	Manufacturer	Unit ID	Unit Type	Cool Capacity (Tons)
ry/Office of Edu.		Carrier	CH-1	Air-Cooled Chiller	50
ry/Office of Edu.		Carrier	ACU-1	Gas Packaged AC	4
Juvenile Hall		Carrier	ACU-1	Gas Packaged AC	2
iff/Permit Office		Carrier	ACU-1	Gas Packaged AC	3
iff/Permit Office		Carrier	ACU-2	Gas Packaged AC	5
iff/Permit Office		Carrier	ACU-3	Gas Packaged AC	5
iff/Permit Office		Carrier	ACU-4	Gas Packaged AC	4
iff/Permit Office		Carrier	ACU-5	Gas Packaged AC	3
iff/Permit Office		Carrier	ACU-6	Gas Packaged AC	4
iff/Permit Office		Carrier	ACU-7	Gas Packaged AC	3
iff/Permit Office		Carrier	ACU-8	Gas Packaged AC	4
iff/Permit Office		Carrier	ACU-9	Gas Packaged AC	5
iff/Permit Office		Carrier	ACU-10	Gas Packaged AC	7.5
iff/Permit Office		Carrier	ACU-11	Gas Packaged AC	3
iff/Permit Office		Carrier	ACU-12	Gas Packaged AC	3
iff/Permit Office		Carrier	ACU-13	Gas Packaged AC	4
iff/Permit Office		Carrier	ACU-14	Gas Packaged AC	4
iff/Permit Office		Carrier	ACU-15	Gas Packaged AC	5
iff/Permit Office		Carrier	ACU-16	Gas Packaged AC	3
Council Building		Carrier	ACU-1	Gas Packaged AC	7.5
Council Building		Carrier	ACU-2	Gas Packaged AC	10
Council Building		Carrier	ACU-3	Gas Packaged AC	4
Council Building		Carrier	ACU-4	Gas Packaged AC	4
Council Building		Carrier	ACU-5	Gas Packaged AC	12.5
ation/DA Offices		Carrier	ACU-1	Gas Packaged AC	3
ation/DA Offices		Carrier	ACU-2	Gas Packaged AC	4
ation/DA Offices		Carrier	ACU-3	Gas Packaged AC	3
ation/DA Offices		Carrier	ACU-4	Gas Packaged AC	4
ation/DA Offices		Carrier	ACU-5	Gas Packaged AC	3
ation/DA Offices		Carrier	ACU-6	Gas Packaged AC	3
ation/DA Offices		Carrier	ACU-7	Gas Packaged AC	3
ation/DA Offices		Carrier	ACU-8	Gas Packaged AC	3
ation/DA Offices		Carrier	ACU-9	Gas Packaged AC	3
ation/DA Offices		Carrier	ACU-10	Gas Packaged AC	3