

DIR Project Registration #
ENGIE Services Project #: CN-001311
ENGIE Services Contract # R 3637

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

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EXHIBIT C

EXHIBIT C

ADDITIONAL CONTRACT TERMS AND CONDITIONS

DIR Project Registration # -----
ENGIE Services Project #: CN-001311

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ENGIE Services Contract # R 3637

ENERGY SERVICES CONTRACT

DRAFT DATED 29 February 2024

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of March 20, 2024 (the "Contract Effective Date") by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor's License Number 095037 ("**ENGIE Services U.S.**"), and **Plumas County** ("**County**" and together with **ENGIE Services U.S.** the "**Parties**" and each of **County** and **ENGIE Services U.S.** a "**Party**").

CONTRACT RECITALS

WHEREAS, County owns and/or operates certain public facilities specifically described in **Attachment A** (the "**Facilities**") and 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 County including identifying supply-side and/or demand-side energy conservation measures ("ECMs"), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, **ENGIE Services U.S.** has identified potential energy and operational savings opportunities at County's Facilities and estimated program costs to implement the ECMs and presented an overall potential energy cost and consumption savings for implementing the ECMs; and

WHEREAS, pursuant to California Government Code §4217.12, County held a regularly scheduled public hearing on March 19, 2024, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

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

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

WHEREAS, by adoption of Resolution No. 24-134[•] at the above-referenced meeting, County approved this Contract and authorized its execution.

NOW, THEREFORE, 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**.

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"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 or an invoice for materials stored off-site as described in Section 8.02.

"Arbitral Panel" is defined in Section 19.04(ii).

"Arbitration Rules" is defined in Section 19.04(ii).

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

Attachment A	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	Education Services

"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 banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

"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 County and subcontractor(s), which identifies when 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 ENGIE Services U.S. to County, 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 ENGIE Services U.S. to County, 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, but including any change in law imposing new or additional tariffs or import duties).

"Change Order" means a written document, signed by both ENGIE Services U.S. and County, authorizing ENGIE Services U.S. to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the

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applicable Change; (ii) any additional compensation to be paid to ENGIE Services U.S. to perform such Change; and (iii) any extension 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 designs, drawings, specifications and submittals that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

“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 Ten Million Seven Hundred Fifty-Four Thousand Two Hundred Forty-Six Dollars (\$10,754,246.00), which is inclusive of 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 Effective Date” is defined in the Preamble.

“County” is defined in the Preamble.

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

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

“Dispute” is defined in Section 19.02.

“DOE Guidelines” is defined in Section 13.01.

“ECM” is defined in the Recitals.

“Education Services” (if any) are defined in Attachment G.

“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 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 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 County Person or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law; (viii) Delay caused by pending arbitration; (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 catastrophic 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; supply chain disruptions; material price increases that equal or exceed fifteen percent (15%) in a six

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(6) month period; (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); (xxi) any Utility power outage at a Facility; or (xxii) regional epidemic or global pandemic.

"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 County of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

"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 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 F.

"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.

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

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

"Project" means the entirety of Work to be performed by ENGIE Services U.S. pursuant to the Scope of Work, and any Change Orders.

"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 County's ability to beneficially operate and utilize such portion of the Work.

"Retained Items" is defined in Section 10.02.

"Retention" is defined in Section 8.03.

"Schedule of Values" is defined in Section 8.01.

"Scope of Work" means the Work set forth in Attachments C and D, as modified by any Change Order.

"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 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 County.

"Utility" is defined in Section 18.02.

"Work" means the Work to be done by ENGIE Services U.S. pursuant to the Scope of Work, subject to any Change Orders.

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 on which Professional Services are provided, unless terminated earlier as provided in this Contract.

Section 2.02 **Performance of Work.** 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 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 may not exceed that set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E, F and G, except pursuant to a Change Order.

Section 2.04 **Notice to Proceed.** Within ten (10) days after County has closed the financing referenced in Section 2.07, County will issue to ENGIE Services U.S. a written Notice to Proceed ("Notice to Proceed"). ENGIE Services U.S. will begin Work within thirty (30) calendar days after ENGIE Services U.S.'s receipt of the Notice to Proceed. If County fails to issue the Notice to Proceed within twenty (20) calendar days after the financing has closed, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as a result of such delay.

Section 2.05 **Project Schedule.** After receipt of the Notice to Proceed, ENGIE Services U.S. will develop, with input from County, a master project schedule using Microsoft Project®. County will have ten (10) calendar days following receipt of the project schedule to provide input. ENGIE Services U.S. will establish a weekly construction meeting 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.

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Section 2.06 County's Energy and Operational Records and Data. If ENGIE Services U.S. requests, County will provide to ENGIE Services U.S., within thirty (30) calendar days after such request, 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 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. 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, 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 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 County closing financing that will allow it to make the payments to ENGIE Services U.S. required by this Contract. County will have thirty (30) 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 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, County will provide ENGIE Services U.S. proof that financial arrangements have been made to fulfill County's obligations under this Contract. 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) 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 County's ability to fulfill its payment obligations under this Contract when due. 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 County furnishes any such proof, County will not materially vary such financial arrangements without prior consent of ENGIE Services U.S. If County fails to provide ENGIE Services U.S. with such proof within ten (10) calendar days of 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.

ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, County must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) ENGIE Services U.S. is responsible for obtaining (but not paying for) all Applicable Permits required under this Contract. County will cooperate fully with and assist ENGIE Services U.S. in obtaining Applicable Permits.
- (c) County is responsible for paying for all permit fees (including expedited plan check fees), inspections, and certifications costs, including any additional work that may be required by the Authority(ies) Having Jurisdiction as part of the permitting process.
- (d) County is responsible for hiring and paying for all inspectors, site testing (including geotechnical observations) and laboratory testing.
- (e) County is responsible for paying for all utility interconnection(s) costs, including any additional work that may be required by the Utility(ies) as part of the Interconnection Agreement(s).
- (f) County is responsible for obtaining and paying for any annual operating permits and approvals or exemptions required by CEQA, as applicable.

Section 3.02 Coordination. County will be responsible for coordinating the activities of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors and suppliers with those of County Persons.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, ENGIE Services U.S. will periodically meet with County to report on the general status and progress of the Work. ENGIE Services U.S. may (but is

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not required to) make food and beverage items of nominal value available to County and County's employees and agents at such meetings, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.04 **Project Location Access.** County hereby grants to ENGIE Services U.S., 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. ENGIE Services U.S. will provide twenty-four-hour advance notice to County for access to any County Facilities. All persons entering the Project Location, including County and its employees and agents, must follow ENGIE Services U.S.'s safety procedures. ENGIE Services U.S. may (but is not required to) make transportation available to County and County's employees and agents between and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

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 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 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.
- (c) County will designate a single-point representative with whom ENGIE Services U.S. may consult on a reasonable, regular basis and who is authorized to act on County's behalf with respect to the Project design. County's 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) Within ten (10) Business Days after ENGIE Services U.S.'s request, County will:
 - (i) furnish all surveys or other information in 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 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 for 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 County's expense, and ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided. If ENGIE Services U.S. is adversely affected by any failure to provide, or delay in providing, the information specified in Section 4.01(d), ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (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 County. The Parties will meet and confer with respect to those Changes, and ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the

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Contract Amount. If the Parties, however, are unable to agree on whether County's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 19.

(g) ENGIE Services U.S. contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by County prior to the Contract Effective Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Contract Effective Date will constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. ENGIE Services U.S. will prepare and submit all drawings and specifications to County for review. 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 appropriate County comments into the applicable drawings and specifications. ENGIE Services U.S. reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. If County fails to provide written comments within the ten (10) Business Day period, County will be deemed to have no comments regarding the documents.

Section 4.03 Permits. The respective obligations of the Parties in obtaining inspections and permits are as specified in Section 3.01. County will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by ENGIE Services U.S. due to a Change required by a Governmental Authority and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority.

Section 4.04 Changes During Final Design Phase. If during the design phase any County Person requests Changes and/or modifications to the Work and/or an Excusable Event occurs, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. Valid bases for additional compensation and/or time extension include, but are not limited to: (i) any County Person requests changes and/or modifications to the Project Scope of Work during the Project design phase; (ii) any County Person causes delays during ENGIE Services U.S.'s design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain Applicable Permits; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any County Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work, that increases the agreed-upon Contract Amount or increases the time needed to complete the Work.

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) As an independent contractor to County, ENGIE Services U.S. will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. ENGIE Services U.S. will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. ENGIE Services U.S. will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) ENGIE Services U.S. will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to County's operations at the Project Location. ENGIE Services U.S. will provide at least fifteen (15) calendar days' written notice to County of any planned power outages that will be necessary for the construction. ENGIE Services U.S. will cooperate with County in scheduling such outages, and County agrees to provide its reasonable approval of any scheduled outage.
- (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

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during the course of construction. ENGIE Services U.S. will not be responsible for 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 provide notice to County of scheduled test(s) of installed equipment, if any, and 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.
- (e) 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 County and/or a registered civil or structural engineer, employed by 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 County or by the person to whom authority to accept has been delegated by County. Pursuant to California Labor Code §6705, nothing in this Section 5.02(e) imposes tort liability on County or any of its employees.
- (f) 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 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) 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 issue a Change Order under the procedures described in this Contract.
 - (iii) If a dispute arises between 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 County's Responsibilities during Construction Phase.

- (a) County will designate a single-point representative authorized to act on County's behalf with respect to Project construction and/or equipment installation. County may from time to time change the designated representative and will provide written notice to ENGIE Services U.S. of such change. Any independent review of the construction will be undertaken at 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) 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. 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. 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 County. County will also either provide a set or sets of keys to ENGIE Services U.S. and its subcontractors (signed out per County policy) or provide a readily available security escort to unlock and lock doors. 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.

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- (c) County will maintain the portion of the Project Location that is not directly affected by ENGIE Services U.S.'s Work. County will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of County.
- (d) County will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) County 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. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by County and such documentation made available to ENGIE Services U.S. are the responsibility of County. If ENGIE Services U.S. encounters such unforeseen conditions in the performance of the Work, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) County will remove any Hazardous Substances either known to 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.
- (g) 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) County will, and will cause County Persons to, allow ENGIE Services U.S. and its subcontractors access to and reasonable use of necessary quantities of 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) County will, and will cause 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.
- (j) 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, and will sign the Certificate(s) of Substantial Completion.
 - (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, 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, 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. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time. ENGIE Services U.S. may, at its election, suspend performance of that portion of the Work affected by any proposed Change until a written Change Order with respect to the Changed or modified Work has been signed by both County and ENGIE Services U.S. ENGIE Services U.S. will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change until such time as the applicable Change Order is resolved. In addition, if any County Person requests a proposal from ENGIE Services U.S. for a Change and County subsequently elects to not proceed with such Change, 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 such County Person.
- (b) **Change Orders Requiring Additional Compensation.** If during construction any County Person requests changes and/or modifications to the Work, and/or there are Excusable Events, County will pay the extra costs caused by such modifications and/or changes and/or Excusable Event and ENGIE Services U.S. will be entitled to additional compensation for the following reasons, that include, but are not limited to: (i) any County Person

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requests changes and/or modifications to the Scope of Work during the construction phase of the Project; (ii) any County Person causes delays during ENGIE Services U.S.'s construction work; (iii) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (iv) discovery of Hazardous Substances at or impacting the Project Location; (v) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any Governmental Authority; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any County Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work or the Contract Amount.

- (c) **Change Orders Requiring Additional Time.** If during construction any County Person requests 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 any extension of time, ENGIE Services U.S. will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided that 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.*
- (d) **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 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.

- (e) **Disagreements.** If there is a disagreement between 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 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 County. ENGIE Services U.S. will either promptly inform County, in writing, of any minor changes made during the implementation of the Project, or make available to 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 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 specified in the Scope of Work. County will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. 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, 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) 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 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

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applicable codes, (iv) may prevent 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. ENGIE Services U.S., in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with County for additional compensation and, if appropriate, an extension of time.

ARTICLE 6. PROJECT COMPLETION

Section 6.01 Occupancy or Use of Work. 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 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 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, 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.

Section 6.02 Substantial Completion. When ENGIE Services U.S. considers the Work, or any portion thereof, to be Substantially Complete, ENGIE Services U.S. will supply to County a written Certificate of Substantial Completion with respect to such portion of the Work, including a Punch List of items and the time for their completion or correction. County will within ten (10) 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 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. County agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned and a failure to respond to the request to sign the Certificate of Substantial Completion within thirty (30) days will be deemed approval and Substantial Completion will be deemed to have occurred on the date such request was made.

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 County that the Work is fully complete and ready for final inspection. County will inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of ENGIE Services U.S.'s certification that the Work is complete. If County does not verify the Final Completion of the Work within this period, the Work will be deemed fully completed. When County agrees that the Work is fully completed, ENGIE Services U.S. will issue a Certificate of Final Completion, which County must sign. County agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. At that time, County will pay ENGIE Services U.S. any remaining Contract Amount due and any outstanding Retention being withheld by County, in accordance with Section 8.03. 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 County upon the earlier of (i) the date payment for such Project equipment, supplies or components is made by 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 County will in no way affect County's and ENGIE Services U.S.'s rights and obligations as set forth in other provisions of this Contract. Except as provided in this Section 6.04, after the date of Substantial Completion, ENGIE Services U.S. will have no further obligations or liabilities to County arising out of or relating to this Contract, except for the obligation to complete any Punch List items, the obligation to perform any warranty service under Section 9.01, and obligations which, pursuant to their terms, survive the termination 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. 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.

Section 7.02 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

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lien or other claim under any provision of Applicable Law from arising against any County property, against ENGIE Services U.S.'s rights to payments hereunder, or against County.

Section 7.03 **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 County, or any obligation on the part of County to pay any sums to any of ENGIE Services U.S.'s subcontractors.

Section 7.04 **Prevailing Wages.** 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. In accordance with California Labor Code §§1773 and 1773.2, 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 cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. County will promptly notify ENGIE Services U.S. of any changes to any such prevailing wage determination.

ARTICLE 8. PAYMENTS

Section 8.01 **Monthly Progress Payments.** Promptly after the Contract Effective Date, ENGIE Services U.S. will invoice County for a mobilization payment in the amount of twenty percent (20%) of the Contract Amount. This amount must be paid to ENGIE Services U.S. within thirty (30) calendar days after County's receipt of an invoice therefor. In addition, as the Work progresses, ENGIE Services U.S. will submit to 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 County a schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values"). 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 **Materials Stored Off-Site.** In addition to the monthly progress payments specified in Section 8.01, ENGIE Services U.S. may invoice County for materials purchased in advance and not stored at the Project Location. Each such Application for Payment will be accompanied by proof of off-site material purchases, evidence that the materials have been delivered to a warehouse reasonably acceptable to County and evidence of appropriate insurance coverage. ENGIE Services U.S. will furnish to County written consent from the Surety approving the advance payment for materials stored off site. County will pre-pay one hundred percent (100%) of ENGIE Services U.S.'s Application for Payment for the materials delivered, less Retention as indicated in Section 8.03. ENGIE Services U.S. will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work.

Section 8.03 **Retention.** 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. A failure to approve and pay an Application for Payment in a timely manner is a material default by County under this Contract. 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 County will pay this amount. 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 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 8.04 **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 County.

Section 8.05 **Disputed Invoices/Late Payments.** County may in good faith dispute any Application for Payment, or part thereof, within fifteen (15) calendar days after the date the Application for Payment was received by County. If County disputes all or a portion of any Application for Payment, 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. 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 fifteen (15) calendar days after the date the Application for Payment was received by County. If any amount disputed by 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. Late payments will accrue Interest from the due date until paid.

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Section 8.06 **Rebate Programs.** ENGIE Services U.S. makes no guarantee that County will receive funding from any energy efficiency rebate, incentive, and/or loan program(s), including the Inflation Reduction Act (collectively, "Incentive Funds"), or any portion thereof; ENGIE Services U.S. expressly disclaims any liability for County's failure to receive any portion of the Incentive Funds, and 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. 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 AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. 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. SPECIFICALLY, NEITHER ENGIE SERVICES U.S., NOR ENGIE SERVICES U.S.'S SUBCONTRACTORS OR VENDORS, WILL BE LIABLE TO COUNTY FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

Section 9.01 ENGIE Services U.S. warrants to 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 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 County, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be County's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects 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 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 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, County will contact the manufacturer directly to resolve such warranty issues and County acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 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. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, ENGIE Services U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

Section 9.04 County and ENGIE Services U.S. have discussed the risks and rewards associated with this Project, as well as the Contract Amount to be paid to ENGIE Services U.S. for performance of the Work. County and ENGIE Services U.S. agree to allocate certain of the risks so that, to the fullest extent permitted by Applicable Law, ENGIE Services U.S.'s total aggregate liability to County and all third parties is limited to the Contract Amount for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights.

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- (a) **Ownership:** Except as expressly provided in this Contract, 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 County a limited, perpetual, royalty-free, non-transferable license for any ENGIE Services U.S. intellectual property rights necessary for 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 County by ENGIE Services U.S. under this Contract will remain ENGIE Services U.S.'s property and may be used by 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 County or any County Person for future additions or alterations to the Project or for other projects, without the prior written agreement of ENGIE Services U.S. Any unauthorized use of the Instruments of Service will be at County's sole risk and without liability to ENGIE Services U.S. If 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., 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 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 County in writing of all equipment and materials that will be replaced at the Facilities and 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"). 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 fullest extent permitted by Applicable Laws, each Party will indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, to the extent arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party. This indemnification obligation will continue to bind the Parties after the termination 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. Additionally, each Party waives any claims for negligence against the other Party to the fullest extent permitted by Applicable Law.

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 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

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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 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 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 County's Insurance. 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. 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 Waivers of Subrogation. The Parties waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this ARTICLE 12 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Parties and their respective property damage insurers also waive all rights of subrogation against the other Party, its directors, officers, agents and employees. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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Section 12.04 **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"). The Contract Bonds shall be maintained in full force and effect until Final Completion; provided that upon the achievement of Substantial Completion, the value of the Contract Bonds shall be reduced to the value of the Retainage being withheld by County. The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any 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 County. County agrees that upon Final Completion and expiration of the ENGIE Services U.S. Warranty period set forth in Article 9 herein, the Contract Bonds shall be returned to ENGIE Services U.S., and all obligations arising thereunder are terminated and the surety company that issued the bond is forever discharged from any and all liabilities of whatever nature arising in connection with the Contract Bonds.

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. 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.

ARTICLE 14. MUNICIPAL ADVISOR / TAX ADVISOR

Section 14.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT ENGIE SERVICES U.S. IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO COUNTY WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT 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 COUNTY OR THE PROVISION OF INFORMATION TO COUNTY. COUNTY WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR COUNTY'S SITUATION.

Section 14.02 The Parties acknowledge and agree that ENGIE Services U.S. is not a tax advisor and cannot give advice to County with respect to the Inflation Reduction Act and any funds the County may be eligible for thereunder. County must consult its own tax and legal advisors with regard thereto.

ARTICLE 15. TRADE SECRETS

If any materials or information provided by ENGIE Services U.S. to County under this Contract are designated by ENGIE Services U.S. as a "trade secret" or otherwise exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the "Act") and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after receipt of such request, County will notify ENGIE Services U.S. of such request and advise ENGIE Services U.S. whether County believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days after a third party's request for disclosure of materials under the Act, ENGIE Services U.S. will (i) authorize County to release the documents or information sought; or (ii) if ENGIE Services U.S. reasonably believes that the information is exempt from disclosure, advise County not to release the materials.

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.

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

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- (i) any substantial failure by 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 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, 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 County in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by 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, County will be entitled to obtain any available legal or equitable remedies through arbitration 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 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 County. If an Event of Default by County occurs, ENGIE Services U.S. will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19 including, without limitation, terminating this Contract or recovering amounts due and unpaid by 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.

Section 18.02 Utility Work. 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 where the Work is performed, without regard to the jurisdiction's choice of law rules.

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Section 19.02 **Initial Dispute Resolution.** If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 19 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) **Field Representatives' Meeting:** Within fifteen (15) Business Days after notice of the Dispute, ENGIE Services U.S.'s senior project management personnel will meet with County's project representative in a good faith attempt to resolve the Dispute.
- (ii) **Management Representatives' Meeting:** If ENGIE Services U.S.'s and County's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for ENGIE Services U.S. and for County, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of ENGIE Services U.S. and County are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation in accordance with Section 19.03.

Section 19.03 **Mediation.** If the Dispute is not settled pursuant to Section 19.02, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration, as described in Section 19.04. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association.

Section 19.04 **Arbitration Proceedings.** The following provisions apply to all arbitration proceedings pursuant to this ARTICLE 19:

- (i) The place of arbitration will be the American Arbitration Association office closest to where the Work was performed.
- (ii) One arbitrator (or three arbitrators if the monetary value of the Dispute is more than \$2,000,000) (the "Arbitral Panel") will conduct the arbitral proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (Excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules"). To the extent of any conflicts between the Arbitration Rules and the provisions of this Contract, the provisions of this Contract prevail.
- (iii) The Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply. In the discretion of the Arbitral Panel, the production of additional documents that are relevant and material to the determination of the Dispute may be required.
- (iv) The Arbitral Panel does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails. Each Party will pay its own costs of legal representation and witness expenses.
- (v) The award must be in the form of a reasoned award.
- (vi) The Dispute will be resolved as quickly as possible. The Arbitral Panel will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced.
- (vii) The award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

Section 19.05 **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 19.06 **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.

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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 (i) personally, (ii) by email, (iii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) 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.
[Local Address]
Tel: _____
Attention: _____, Project Manager
Email: _____

Formatted: Body Text Indent, Left, Tab stops: Not at 0.5"

With a COPY TO: _____ Legal Department _____
ENGIE Services U.S. Inc.
35 North Lake Avenue, Suite 900
Pasadena, CA 91101-1892
Attention: Contract Analyst Senior
Tel: 626 377 4948

ARTICLE 22. 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, 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

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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 23. CHOICE OF LAW

THE INTERPRETATION, VALIDITY AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

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 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 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]

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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.: _____ **COUNTY:** _____

ENGIE Services U.S. Inc. Plumas County

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

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ATTACHMENT A

FACILITIES

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

Facility	Address	Square Feet
Almanor Recreation Center	400 Meadow Brook Lp, Chester, CA 96020	3,855
Animal Shelter	201 N. Mill Creek Rd, Quincy, CA 95971	5,778
Annex Building	270 County Hospital Rd, Quincy, CA 95971	52,658
County Ag Commissioner Office	208 Fairgrounds Road, Quincy, CA 95971	4,438
Chester Complex & Library	222 Willow Way, Chester, CA 96020	10,859
Chester Veteran's Memorial Hall	225 Gay St, Chester, CA 96020	4,988
County Assessor Office (Permit Center)	11 Crescent St, Quincy, CA 95971	13,017
Courthouse	520 Main St, Quincy, CA 95971	38,895
Fairground Commercial Building	204 Fairgrounds Rd, Quincy, CA 95971	
Human Resources (Probation)	1446 E Main St, Quincy, CA 95971	6,604
Large pump house	Red River Dr, Lake Almanor, CA 96137	1,440
Lights in center divider (Street Light Meter)	Fairgrounds Rd, Quincy, CA 95971	n/a
Nervino Airport	82405 CA-70, Beckwourth, CA 96129	
Child Support Services	522 Lawrence St, Quincy, CA 95971	4,176
Portola Library	34 3rd Ave, Portola, CA 96122	4,680
Portola Veteran's Memorial Hall	449 W Sierra Ave, Portola, CA 96122	7,111
Pump - Fairgrounds	1140 Lee Rd, Quincy, CA 95971	455
Quincy Gansner Field Airport	550 Crescent Street, Quincy, CA 95971	
Quincy Library	445 Jackson St, Quincy, CA 95971	7,815
Quincy Museum	510 Jackson St, CA 95971	6,817
Quincy Veterans Memorial Hall	274 Lawrence St, Quincy, CA 95971	4,700
Road Commissioner Office (Public Works Building)	1834 E Main St, Quincy, CA 95971	5,426
Chester Rogers Field Airport	873 Main Street, Chester, CA 96020	n/a
Sheriff's Office	1400 E Main St, Quincy, CA 95971	11,432

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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 every effort will be made to meet the below standards as closely as the equipment allows.

Facility	Area or HVAC	Occupancy	Existing HVAC	Existing	Proposed HVAC	Proposed	Proposed	
	Equipment	Schedule	Schedule	Heating Occupied/Unoccupied Temperature	Cooling Occupied/Unoccupied Temperature	Schedule	Heating Occupied/Unoccupied Temperature	Cooling Occupied/Unoccupied Temperature
Almanor Recreation Center	Split Unit	Tu, Thu: 9:00 Am - 2:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Animal Shelter	Geothermal Heat Pump	Mon-Fri: 8:00 am - 4:00 pm	24/7	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Annex Building	Geothermal Heat Pump	Mon-Fri: 8:00 am - 5:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Chester Complex & Library	Packaged Unit & Split Unit	Summer Schedule (April 1 - Oct 31) Tu, Wed, Fri: 10 am - 12 pm, 12:30 pm - 5:30 pm Thurs: 12:00 pm - 5:00 pm, 5:30 pm - 7 pm Sat: 11 am - 3 pm Winter Schedule (Nov 1 - March 31) Tu-Fri: 10:00 am - 12:00 pm, 12:30 pm - 5:30 pm Sat: 11:00 am - 3:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Chester Veteran's Memorial Hall	Split Unit		Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
County Assessor Office	Water Source Heat Pump	Mon-Fri: 8:00 am - 5:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Courthouse	Chiller/Boiler	Mon-Fri: 9:00 am - 3:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Fairground Commercial Building	Packaged Unit		Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Human Resources	Packaged Unit	Mon-Fri: 8:00 am - 5:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Portola Library	Split Unit	Summer Schedule (April 1 - Oct 31) Mon-Wed: 10 am - 1 pm, 2 pm - 6 pm Thurs: 12 pm - 4 pm, 5 pm - 7 pm, Sat: 11 am - 3 pm Winter Schedule (Nov 1 - March 31) Mon-Thurs: 10:00 am - 1:00 pm, 2:00 pm - 6:00 pm Sat: 11:00 am - 3:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Quincy Veterans Memorial Hall	Split Unit		Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Public Works Building	Split Unit	Mon-Fri: 8:00 am - 5:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Sheriffs Office	Split Unit	Mon-Thurs: 10:00 am - 3:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing

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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	Lighting: Interior and Exterior Building Lighting
2	Street Lighting
3A	Mechanical & HVAC Upgrades – HVAC Replacements
3B	Mechanical & HVAC Upgrades – Pump VFDs
4	Photovoltaic (PV) Systems
5	Backup Emergency Generators

Appendices

Appendix	Description
A	Lighting Retrofit Schedule
B	HVAC Equipment Schedule and Specifications

1. LIGHTING

1.1. Scope Summary

1.1.1. The table below lists the locations of the interior and exterior lighting retrofits. For detailed descriptions of each interior and exterior lighting retrofit, refer to "Appendix A – Lighting Retrofit Schedule".

Lighting Retrofit Facilities

No.	Facility
1	Almanor Recreation Center
2	Animal Shelter
3	Annex Building
4	Chester Complex & Library
5	Chester Veteran's Memorial Hall
6	County Assessor Office (Permit Center)
7	Courthouse
8	Fairground Commercial Building
9	Human Resources (Probation)
10	Portola Library
11	Portola Veteran's Memorial Hall
12	Quincy Library
13	Quincy Museum
14	Quincy Veterans Memorial Hall
15	Road Commissioner Office (Public Works Building)
16	Sheriff's Office

1.2. Interior and Exterior Scope of Work

- 1.2.1. Prepare and submit to County final revisions to "Appendix A – Lighting Retrofit Schedule".
- 1.2.2. Provide and install new lighting fixtures or retrofit kits as identified in "Appendix A – Lighting Retrofit Schedule" including final revisions.
- 1.2.3. Post-retrofit delivered light (in foot candles) might not match existing foot candle readings in the spaces. Post retrofit lighting will follow Illumination Engineering Society (IES) lighting standards for

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task foot candle requirements.

1.2.4. Interior lighting retrofit include:

- 1.2.4.1. High efficiency Linear Emitting Diode (LED) Upgrades: Where indicated, replace 32-54 watt T8 and T5 lamps and ballast with new LED lamps and drivers, new troffer kits or new LED fixtures per "Appendix A – Lighting Retrofit Schedule".
- 1.2.4.2. 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 "Appendix A – Lighting Retrofit Schedule".
- 1.2.4.3. The color temperature of indoor lighting fixtures shall vary between 3,000K and 4,000K depending on the building type.
- 1.2.4.4. The exterior lighting fixtures color temperature would be selectable between 3,500K and 5,000 K.

1.2.5. Interior lighting controls include:

- 1.2.5.1. Provide and install lighting occupancy/vacancy controls per "Appendix A – Lighting Retrofit Schedule"
- 1.2.5.2. The lighting controls and sensors shall be wireless and shall have expected battery life of 10 years.
- 1.2.5.3. Provide and install fixtures and commission fixtures with integrated sensors in certain large open work areas per "Appendix A – Lighting Retrofit Schedule".

1.2.6. Exterior lighting retrofit include:

- 1.2.6.1. LED Lighting for Exterior Applications – where indicated, replace metal halide fixtures with new LED fixtures per "Appendix A – Lighting Retrofit Schedule".

1.2.7. Lenses:

- 1.2.7.1. A maximum of 30 lenses will be replaced if cracked or damaged
- 1.2.7.2. All lenses will be cleaned of dust and other particles. Any staining or deeper soiling will not be removed.

1.2.8. Schedule:

- 1.2.8.1. Work will be completed in a continuous manner such that the lighting crews will move from building to building without delays or restrictions. County will support workflow to ensure building are available for the work, based upon pre-agreed schedule of buildings and times.
- 1.2.8.2. Schedule change requests for work currently in progress in a building, will be provided by either party with a minimum of forty-eight (48) hours' notice prior to requested change in schedule. Schedule change requests for work scheduled in a different building than where work is currently proceeding, will be provided by the County with a minimum of ten (10) business days' notice prior to requested change in schedule.
- 1.2.8.3. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
- 1.2.8.4. Coordinate receiving, unloading, handing, securing, and storing of all equipment necessary to complete the scope of work.
- 1.2.8.5. Provide submittals for County review and approval, prior to release of equipment.

1.2.9. Exclusions

- 1.2.9.1. No permit submission is included under this scope.
- 1.2.9.2. Any hazardous abatement, minor disturbance, lead abatement of any kind
- 1.2.9.3. Any replacement for any seismic supports for new fixtures.
- 1.2.9.4. Repair or replacement of any existing fixtures including tombstones or fixture lens frames.
- 1.2.9.5. Any troubleshooting, repair or upgrade to emergency lighting or egress systems unless specified
- 1.2.9.6. Except where specifically noted in "Appendix A – Lighting Retrofit Schedule", replacement or repair of ceiling tiles, ceiling track system, or other ceiling surfaces except where damage was directly caused by ENGIE Services U.S.
- 1.2.9.7. New fixture attachment points will meet manufacturer's requirements and not exceed those requirements
- 1.2.9.8. All existing wiring is assumed to meet local and state building codes, repairing existing wiring including grounding is excluded
- 1.2.9.9. Pricing assumes that the existing light fixtures to be replaced are free of above- or below-ceiling obstructions that impede removal or replacement.
- 1.2.9.10. Scope assumes 1 for 1 replacement only, any change in layout or unforeseen electrical issues are not included in the scope.
- 1.2.9.11. Any patching or painting, especially around new exterior fixtures.
- 1.2.9.12. Title 24 acceptance testing.
- 1.2.9.13. With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, The 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

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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.

1.2.9.14. 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. The 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.

2. STREET LIGHTING RETROFIT

2.1. Scope Summary

2.1.1. The table below lists the locations of street lighting retrofits. For detailed descriptions of street lighting retrofit, refer to "Appendix A – Lighting Retrofit Schedule".

Lighting Retrofit Facilities

No.	Facility
1	Lights in center divider (Street Light Meter)

2.2. Street Lighting Scope of Work

2.2.1. Replace existing 150W pole mounted high pressure sodium fixtures with LED technology as set forth in Appendix A. Lighting fixtures color temperature shall be determined during Final Engineering in coordination with the County.

2.2.2. Update the County PG&E records and overall streetlighting inventory:

2.2.2.1. Track and log all streetlight retrofits and update latest Streetlight Inventory excel sheet provided by PG&E, making sure it is current at the end of the project.

2.2.3. Exclusions:

- 2.2.3.1. Assumes standard 120-277V for all fixtures.
- 2.2.3.2. No permit submission is included under this scope.
- 2.2.3.3. No traffic control plans or encroachment permits are included.
- 2.2.3.4. No photometrics or illumination studies are included.
- 2.2.3.5. No bird spikes are included.
- 2.2.3.6. No pole badge number replacements are included.
- 2.2.3.7. The scope of work assumes that existing poles are structurally sound, that no internal wiring or fuse issues are present, that any pole arms are in working condition, and that adequate power is provided to all fixtures. No allowances have been made to bring existing poles, pole arms, wiring or fuses to proper working condition.
- 2.2.3.8. Any vegetation management required to access streetlights is excluded from Scope of Work and shall be responsibility of County.
- 2.2.3.9. Scope of Work assumes all poles are accessible with a standard bucket truck, no additional provisions included.
- 2.2.3.10. Replacement fixtures do not include any protective shields for locations requiring partial blockage of light to prevent stray light into unwanted areas. If individual streetlights are identified that require a protective shield, ENGIE Services U.S. can provide and install protective shields for \$115.00 each.

3. MECHANICAL & HVAC UPGRADES (HVAC Replacement)

3.1. Scope Summary

3.1.1. The table below lists the locations of HVAC retrofits. For detailed descriptions of existing and proposed units, units capacity, refer to "Appendix B – HVAC Equipment Schedule and Specifications".

HVAC Retrofit Facilities

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No.	Facility
1	Almanor Recreation Center
2	Animal Shelter
3	Annex Building
4	Chester Complex & Library
5	Chester Veteran's Memorial Hall
6	County Assessor Office (Permit Center)
7	Courthouse
8	Fairground Commercial Building
9	Human Resources (Probation)
10	Portola Library
11	Quincy Veterans Memorial Hall
12	Road Commissioner Office (Public Works Building)
13	Sheriff's Office

3.2. SCOPE OF WORK: GENERAL

See Appendix B – HVAC Equipment Schedule and Specifications, which sets forth in detail the type, location, and number of HVAC system replacements to be performed per Facility. All mechanical units will be designed to be like for like capacity replacements with new energy efficient models. Basis of design make and model unit capacity and efficiency performance minimums are listed in "Appendix B - HVAC Equipment Schedule and Specifications" including final revisions. ENGIE Services U.S.'s scope of work will include the following:

- 3.2.1. Existing mechanical equipment will be removed and disposed of.
- 3.2.2. Disposal of refrigerant and equipment in accordance with Applicable Law is included.
- 3.2.3. Demolition work will be performed in a safe manner and in accordance with CAL OSHA and other Applicable Law.
- 3.2.4. The new mechanical equipment to be installed in the location of the existing equipment.
- 3.2.5. Work shall comply with latest Applicable Codes and per the Authority Having Jurisdiction (AHJ).
- 3.2.6. Necessary documents required for permit and construction.
- 3.2.7. Work includes material, labor, supervision, design completion, services, equipment and tools required to install the HVAC units identified in Appendix B – HVAC Equipment Schedule and Specifications.
- 3.2.8. Existing smoke detectors will be reconnected, if applicable.
- 3.2.9. Reconnection to any existing EMS controls or existing standalone thermostats is included.
- 3.2.10. No load calculations will be performed to validate sizing of new units.
- 3.2.11. Compressor parts warranty is 5-years, chiller compressor warranty is one (1) year.
- 3.2.12. Start-up will be provided by factory trained personnel and commissioning per factory specifications.
- 3.2.13. All work to be completed during regular business hours, except the crane lifts for rigging will be performed during non-occupied hours. All areas impacted will require all staff vacated from affected areas during crane rigging of new units.

3.3. ALMANOR RECREATION CENTER SCOPE OF WORK

- 3.3.1. Replace four (4) existing gas furnaces.
- 3.3.2. Provide and install four (4) new heat pump fan coils.
- 3.3.3. Install new ground mounted condensing units on pre-fabricated mounting pads.
- 3.3.4. Run new refrigerant piping.
- 3.3.5. Install new plenums and adapt to existing ductwork.
- 3.3.6. Install new hangers and seismic cables.
- 3.3.7. Install new secondary pans and connect to existing drain lines.
- 3.3.8. Demo and cap existing gas and venting.
- 3.3.9. Reconnect existing condensate piping.
- 3.3.10. Install new AC disconnects and fuses.
- 3.3.11. Reconnect to existing controls.
- 3.3.12. Start and test the new units.

3.4. ANIMAL SHELTER SCOPE OF WORK

- 3.4.1. Provide and install eleven (11) horizontal geothermal heat pumps.
- 3.4.2. Remove and replace T-Bar ceilings in eleven (11) locations. Existing tiles and grid shall be re-installed.

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- 3.4.3. Modify hangers as required and reconnect existing seismic cables.
- 3.4.4. Reconnect existing supply and return ducts, modify and install transitions as required.
- 3.4.5. Install new secondary pans (if dimensions differ) and connect to existing drain lines.
- 3.4.6. Reconnect condenser water piping and modify as required. Install new hose kits, control valves and trim.
- 3.4.7. Install new AC disconnects and fuses.
- 3.4.8. Reconnect existing condensate piping and controls.

3.5. ANNEX BUILDING SCOPE OF WORK

- 3.5.1. Provide and install fifty-nine (59) geothermal heat pumps.
- 3.5.2. Remove and replace T-Bar ceilings in twenty-four (24) locations. Existing tiles and grid shall be re-installed.
- 3.5.3. Open hard ceiling in one (1) location as required for access. Repair, finish and paint to match.
- 3.5.4. Modify hangers as required and reconnect existing seismic cables.
- 3.5.5. Reconnect existing supply and return ducts, modify and install transitions as required.
- 3.5.6. Install new secondary pans (if dimensions differ) and connect to existing drain lines.
- 3.5.7. Reconnect condenser water piping and modify as required. Install new hose kits, control valves and trim.
- 3.5.8. Install new AC disconnects and fuses.
- 3.5.9. Reconnect existing condensate piping and controls.

3.6. CHESTER COMPLEX & LIBRARY SCOPE OF WORK (PACKAGED UNITS)

- 3.6.1. Provide and install four (4) downflow rooftop package units.
- 3.6.2. Connect to existing supply and return ducts.
- 3.6.3. Provide and install curb adaptors
- 3.6.4. Install new economizers.
- 3.6.5. Install new AC disconnects and fuses.
- 3.6.6. Reconnect existing condensate piping.
- 3.6.7. Reconnect existing gas and controls.

3.7. CHESTER COMPLEX & LIBRARY SCOPE OF WORK (SPLIT UNIT)

- 3.7.1. Provide and install one (1) split unit.
- 3.7.2. Install new vertical furnace with cooling coil.
- 3.7.3. Install new plenums and adapt to existing ductwork.
- 3.7.4. Install new secondary pan and connect to existing drain lines.
- 3.7.5. Install new AC disconnects and fuses.
- 3.7.6. Reconnect existing gas and venting.
- 3.7.7. Reconnect existing condensate piping and controls.

3.8. CHESTER VETERANS MEMORIAL HALL SCOPE OF WORK

- 3.8.1. Provide and install four (4) 4-ton split units.
- 3.8.2. Install new vertical furnaces with cooling coils.
- 3.8.3. Install new plenums and adapt to existing ductwork.
- 3.8.4. Install twinning kits.
- 3.8.5. Install new secondary pan and connect to existing drain lines.
- 3.8.6. Install new AC disconnects and fuses.
- 3.8.7. Reconnect existing gas and venting.
- 3.8.8. Reconnect existing condensate piping and controls.

3.9. COUNTY ASSESSOR'S OFFICE SCOPE OF WORK

- 3.9.1. Provide and install ten (10) water source heat pumps including seven (7) horizontal and three (3) vertical units.
- 3.9.2. Remove and replace T-Bar ceilings in six (6) locations. Existing tiles and grid shall be re-installed.
- 3.9.3. Open hard ceiling in (1) location as required for access. Repair, finish and paint to match.
- 3.9.4. Modify hangers as required and reconnect existing seismic cables.
- 3.9.5. Reconnect existing supply and return ducts, modify and install transitions as required.
- 3.9.6. Install new secondary pans (if dimensions differ) and connect to existing drain lines.
- 3.9.7. Install new AC disconnects and fuses.
- 3.9.8. Reconnect condenser water piping and modify as required. Install new hose kits, control valves and trim.
- 3.9.9. Reconnect existing condensate piping.
- 3.9.10. Reconnect existing controls.
- 3.9.11. Start and test.

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- 3.10. COURTHOUSE SCOPE OF WORK (CHILLER)
 - 3.10.1. Provide and install one (1) 80-ton air cooled chiller.
 - 3.10.2. Set new chiller in existing location and secure to pad.
 - 3.10.3. Reconnect existing chilled water (CHW) piping and repair insulation.
 - 3.10.4. Install new AC disconnects and fuses.
 - 3.10.5. Reconnect existing controls.
 - 3.10.6. Provide factory startup.
 - 3.10.7. Start and test.
- 3.11. COURTHOUSE SCOPE OF WORK (BOILER)
 - 3.11.1. Provide and install one (1) 2000 MBH Boiler.
 - 3.11.2. Set new boiler in existing location and secure to pad.
 - 3.11.3. Reconnect existing hot water (HW) piping and repair insulation.
 - 3.11.4. Install new venting system.
 - 3.11.5. Install new AC disconnects and fuses.
 - 3.11.6. Reconnect existing controls.
 - 3.11.7. Provide factory startup.
 - 3.11.8. Start and test.
- 3.12. COURTHOUSE SCOPE OF WORK (FAN COIL UNIT)
 - 3.12.1. Provide and install two (2) horizontal fan coil units.
 - 3.12.2. Reconnect existing CHW & HW piping and repair insulation.
 - 3.12.3. Reconnect existing condensate piping.
 - 3.12.4. Install new AC disconnects and fuses.
 - 3.12.5. Reconnect existing controls.
 - 3.12.6. Start and test.
- 3.13. FAIRGROUND COMMERCIAL BUILDING SCOPE OF WORK
 - 3.13.1. Provide and install two (2) package units.
 - 3.13.2. Connect to existing supply and return ducts.
 - 3.13.3. Install new economizers.
 - 3.13.4. Reconnect existing condensate piping.
 - 3.13.5. Install new AC disconnects and fuses.
 - 3.13.6. Reconnect existing gas and controls.
- 3.14. HUMAN RESOURCE BUILDING SCOPE OF WORK
 - 3.14.1. Provide and install two (2) ground mount and one (1) roof mount package units.
 - 3.14.2. Install new duct transitions and connect to existing supply and return ducts.
 - 3.14.3. Install new curb adaptor for rooftop unit.
 - 3.14.4. Install new economizers.
 - 3.14.5. Reconnect existing condensate piping.
 - 3.14.6. Install new AC disconnects and fuses.
 - 3.14.7. Reconnect existing gas and controls.
- 3.15. PORTOLA LIBRARY SCOPE OF WORK
 - 3.15.1. Provide and install three split system condensing units.
 - 3.15.2. Replace two (2) cooling coils, assuming the 3rd unit existing coil to remain is compatible with R410A refrigerant.
 - 3.15.3. Install new AC disconnects and fuses.
 - 3.15.4. Reconnect existing controls.
 - 3.15.5. Start and test.
- 3.16. QUINCY VETERANS MEMORIAL HALL SCOPE OF WORK
 - 3.16.1. Provide and install two (2) split systems.
 - 3.16.2. Install new horizontal furnaces with cooling coils.
 - 3.16.3. Install new plenums and adapt to existing ductwork.
 - 3.16.4. Install new hangers and seismic cables.
 - 3.16.5. Install new secondary pans and connect to existing drain lines.
 - 3.16.6. Reconnect existing gas and venting.
 - 3.16.7. Reconnect existing condensate piping.
 - 3.16.8. Install new AC disconnects and fuses.
 - 3.16.9. Reconnect existing controls.
 - 3.16.10. Start and test.

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- 3.17. PUBLIC WORKS BUILDING SCOPE OF WORK
 - 3.17.1. Provide and install four split systems.
 - 3.17.2. Install new vertical furnaces with cooling coils.
 - 3.17.3. Install new plenums and adapt to existing ductwork.
 - 3.17.4. Install new hangers and seismic cables.
 - 3.17.5. Install new secondary pans and connect to existing drain lines.
 - 3.17.6. Reconnect existing gas and venting.
 - 3.17.7. Reconnect existing condensate piping.
 - 3.17.8. Install new AC disconnects and fuses.
 - 3.17.9. Reconnect existing controls.
 - 3.17.10. Start and test.
- 3.18. SHERIFF'S OFFICE SCOPE OF WORK
 - 3.18.1. Provide and install six split systems.
 - 3.18.2. Install new vertical furnaces with cooling coils.
 - 3.18.3. Install new plenums and adapt to existing ductwork.
 - 3.18.4. Install new hangers and seismic cables.
 - 3.18.5. Install new secondary pans and connect to existing drain lines.
 - 3.18.6. Reconnect existing gas and venting.
 - 3.18.7. Reconnect existing condensate piping.
 - 3.18.8. Install new AC disconnects and fuses.
 - 3.18.9. Reconnect existing controls.
 - 3.18.10. Start and test.
- 3.19. Inclusions
 - 3.19.1. Engineering to include updated mechanical sheets and schedules, and T-24 documentation.
 - 3.19.2. Structural calculations for direct replacements
 - 3.19.3. Crane or helicopter lifts will be performed outside of business hours, typically over weekends as coordinated with the County.
- 3.20. Exclusions
 - 3.20.1. Pricing assumes that up-to-date electronic CAD files will be provided prior to start of design.
Recreation of as-built conditions is excluded.
 - 3.20.2. Permit applications, or other engineered stamped drawings.
 - 3.20.3. Structural modifications or framing upgrades.
 - 3.20.4. Any upgrades or testing of fire and life safety systems including, but not limited to, Integration to Fire Life Safety (FLS) systems or daisy chain wiring. FLS shutdown of units, disconnection, and reconnection, New fire dampers, Smoke detectors, and fire alarm system work. County will be responsible for coordinating with County Fire Alarm company to put any existing FLS systems in test while units are being replaced, and for reconnecting and reenergizing FLS when units are installed to become operational. No fire watch is included in this scope.
 - 3.20.5. Any upgrades or repair of fire sprinkler systems unless specifically damaged by ENGIE Services U.S. or its subcontractors.
 - 3.20.6. Temporary heating, cooling or pumping services.
 - 3.20.7. Mechanical load calculations
 - 3.20.8. Repairs or upgrades to the existing building roofing
 - 3.20.9. Network drops
 - 3.20.10. Street closure permits for equipment rigging.
 - 3.20.11. New vibration isolation frames or curbs
 - 3.20.12. Replacement or repair of Duct silencers or sound traps
 - 3.20.13. Installation of security bars
 - 3.20.14. Correction of existing condensate drains including code upgrade requirements, re-routing or replacement
 - 3.20.15. Correction of equipment and system deficiencies or failures not specifically identified in the scope of work.
 - 3.20.16. Correction of insulation deficiencies or failures not specifically in the scope of work.
 - 3.20.17. Repair or replacement of existing damaged pipes, valves, and related parts and components.. Any deficient items identified during the course of work will be brought to the attention of the County for their repair or the County may compensate ENGIE Services U.S. for repair / replacement of the device.
 - 3.20.18. Existing pneumatic control systems that remain in place must be properly maintained (use of air dryer, clean filter, etc.) by the County such that oil or moisture does not reach the control and operating devices.

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- 3.20.19. 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, The County may repair or compensate ENGIE Services U.S. for repair / replacement of the device.
- 3.20.20. Repair or replacement of existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew in ductwork.
- 3.20.21. Pricing assumes that up-to-date electronic CAD files will be provided prior to start of design. Recreation of as-built conditions is excluded.
- 3.20.22. Pricing assumes that the existing Delta controls system has the most current software and firmware and has the capacity to add the new equipment to the system. System updates, expansions or other similar central control system upgrades are excluded.
- 3.20.23. Testing and abatement of any hazardous materials is excluded. If any hazardous materials are discovered during the course of work, they will be brought to the attention of the County to remove.
- 3.20.24. Repairs and replacement of existing roofs is excluded unless otherwise noted in this contract.
- 3.20.25. Electrical upgrades or modifications are excluded.
- 3.20.26. Gas piping upgrades or modifications are excluded.
- 3.20.27. Painting or coating of new or existing components is excluded.
- 3.20.28. Pricing assumes removal and replacement of HVAC equipment in the same location and configuration, using the existing supports.
- 3.20.29. New screen walls, architectural features and other aesthetic features are excluded.

4. MECHANICAL & HVAC UPDATES (Pump VFDs)

4.1. Scope Summary

- 4.1.1. The table below lists the locations of pump variable Frequency Drive (VFD) upgrades.

Pump VFDs Facilities

No.	Facility	Address
1	Large pump house	Red River Dr, Lake Almanor, CA 96137
2	Pump - Fairgrounds	1140 Lee Rd, Quincy, CA 95971

4.2. Large Pump Station Scope of Work

- 4.2.1. Provide and install one (1) VFD on existing 150 horsepower (HP) pump motor with bypass. The current motor is inverter duty and compatible with VFD.
- 4.2.2. Work shall comply with latest Applicable Codes and per the Authority Having Jurisdiction (AHJ).
- 4.2.3. Necessary documents required for permit and construction.
- 4.2.4. Provide factory startup.
- 4.2.5. Program the motor speed based on integrated controls on VFD.

4.3. Fairground Pump Station Scope of Work

- 4.3.1. Provide and install one (1) VFD on existing 30 HP pump motor with bypass. The current motor is inverter duty and compatible with VFD.
- 4.3.2. Work shall comply with latest Applicable Codes and per the Authority Having Jurisdiction (AHJ).
- 4.3.3. Necessary documents required for permit and construction.
- 4.3.4. Provide factory startup.
- 4.3.5. Program the motor speed based on integrated controls on VFD.

4.4. Exclusions

- 4.4.1. Drawing sets, permit applications, or other engineered stamped drawings.
- 4.4.2. Structural modifications or framing upgrades.
- 4.4.3. Existing motors and piping specialties to which new VFDs are being connected are assumed to be in proper functioning condition. If existing device is found to be improperly functioning, The County may repair or compensate ENGIE Services U.S. for repair / replacement of the device.

5. PHOTOVOLTAIC (PV) SYSTEMS

5.1. Scope Summary

- 5.1.1. The table below lists the locations, estimated system sizing, and structure type for the PV systems

Solar Generating Facilities to be Installed

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Facility	Address	Est. kWdc
Annex Building	270 County Hospital Rd, Quincy, CA 95971	308

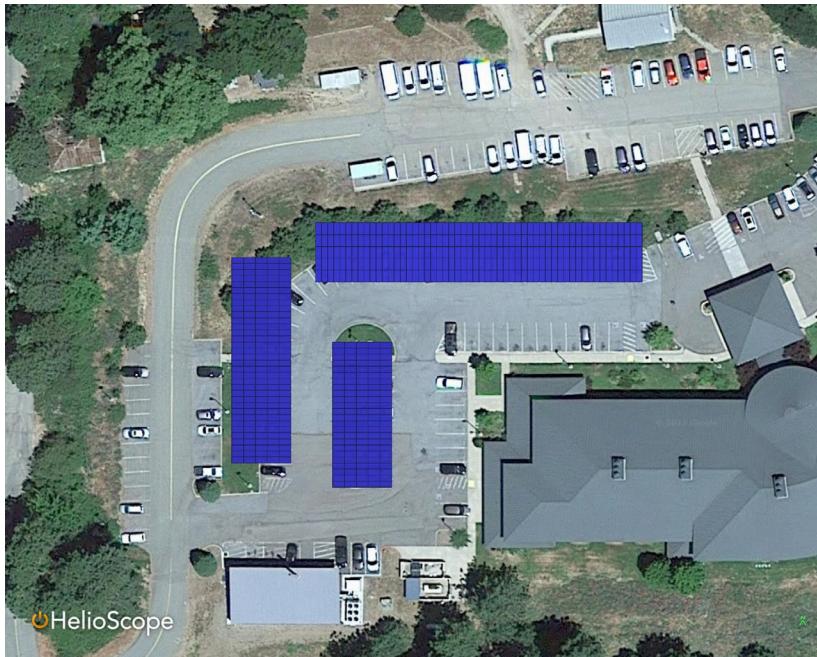
5.2. General Scope of Work

- 5.2.1. Prepare and submit design drawings to AHJ for approval and to local Utility for interconnection permits. Permit fees are responsibility of County.
- 5.2.2. Provide geotechnical evaluations necessary for design requirements.
- 5.2.3. Procure materials and equipment necessary for construction.
- 5.2.4. Provide lighting fixture and bollard removal, as required.
- 5.2.5. All project management and construction management necessary for a full and complete installation.
- 5.2.6. Provide and install solar canopy structure. The canopy structure design will include a painted canopy structure 13' in minimum clearance as specified in Section 5.3 – Site Specific Scopes and a pier depth of 10' and assumes no de-watering, benching, shoring, or casing.
- 5.2.7. Provide labor, supervision, and coordination with the County for the installation of photovoltaic modules and supporting structures, electrical distribution and control systems.
- 5.2.8. Provide and install modules or similar and all necessary mounting hardware for each system.
- 5.2.9. Provide and install Chint Power Systems or similar string inverters and necessary electrical equipment and conduits to connect system to the electrical switchgear or meter.
- 5.2.10. Electrical shutdowns are anticipated at each site. The time of shutdown will be coordinated with the County and Utility and may include weekends.
- 5.2.11. DC wiring and AC wiring within the solar canopies and ground mount structures shall be copper wire. Aluminum wire shall be used from each system's AC combiner to the main point of connection at the site's electrical switchgear.
- 5.2.12. Provide and install ten (10) new LED lighting fixtures (RAB PRT42N or equivalent) across canopy sites
- 5.2.13. All canopy structures will be tilted 7 degrees from horizontal.
- 5.2.14. Provide and coordinate install the NGOM and NEM metering.
- 5.2.15. Secure the Project Location and provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment. The County will assist with the foregoing site logistics by coordinating access and scheduling with ENGIE Services U.S.
- 5.2.16. Provide as-built drawings and Operations & Maintenance manuals in electronic format upon Project completion.
- 5.2.17. Provide miscellaneous backfill and restoration of landscaping in areas of work.
- 5.2.18. The PV shade structure is not weather tight and will not provide shelter from rain.
- 5.2.19. Start-up, test, and commission the PV systems in accordance with design plan and applicable industry standards.
- 5.2.20. The images below in Section 5.3 are schematic engineering layouts and are subject to change due to field conditions and upon completion of final engineering.

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5.3. Site Specific Scope

Annex Building



5.3.1. Inclusions

- 5.3.1.1. Temporary fencing during construction.
- 5.3.1.2. All the arrays will have a minimum clearance of 13'.
- 5.3.1.3. Existing light poles and fixtures in areas of arrays will be removed, including demolition of existing light pole bases/bollards and delivering light poles to County. Bollard and base will be removed to 6" below grade and patched to match existing concrete or asphalt surface.
- 5.3.1.4. Electrical shutdowns are anticipated at this site. The time of shutdown will be coordinated with the County.

5.3.2. Exclusions:

- 5.3.2.1. Installation of water hose bibs for washing the panels are excluded.
- 5.3.2.2. Decorative fascia along the perimeter of the panels and decorative covering underneath the panels are excluded.
- 5.3.2.3. Cameras or other security measures.
- 5.3.2.4. Tree removals shall be by County
- 5.3.2.5. Any ADA evaluation, upgrades, restriping or other requirements.
- 5.3.2.6. No additional wheel stops included unless otherwise specified under parking canopies
- 5.3.2.7. Striping of temporary ADA spots during construction
- 5.3.2.8. Special inspections fees
- 5.3.2.9. Phasing of solar installation
- 5.3.2.10. Asphalt patching or restriping
- 5.3.2.11. Signage

6. BACKUP EMERGENCY GENERATORS

6.1. Scope Summary

- 6.1.1. The table below lists the locations for backup emergency generators with generator size and fuel

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type.

Backup Emergency Facilities

No.	Facility	Generator Size (kW)	Generator Make	Generator Model No.	Fuel Type	Mounting
1	Almanor Recreation Center	50	Generac	SD0050GG023	Diesel	New Concrete Pad
2	Animal Shelter	80	Generac	SD0080GG174	Diesel	Reuse existing Concrete Pad
3	Annex Building	80	Generac	SD0080GG174	Diesel	New Concrete Pad
4	County Ag Commissioner Office	40	Generac	SD0040GG023	Diesel	New Concrete Pad
5	County Assessor Office (Permit Center)	80	Generac	SD0080GG174	Diesel	New Concrete Pad
6	Human Resources	35	Generac	SG0035GG264	Propane	New Concrete Pad
7	Nervino Airport	10	Generac	SD0010GG222	Diesel	New Concrete Pad
8	Child Support Services	10	Generac	SD0010GG222	Diesel	New Concrete Pad
9	Portola Library	25	Generac	SD0025GG222	Diesel	New Concrete Pad
10	Quincy Gansner Field Airport	10	Generac	SD0010GG222	Diesel	New Concrete Pad
11	Quincy Library	40	Generac	SD0040GG023	Diesel	New Concrete Pad
12	Quincy Museum	35	Generac	SG0035GG264	Propane	New Concrete Pad
13	Chester Rogers Field Airport	25	Generac	SD0025GG222	Diesel	New Concrete Pad

6.2. General Scope of Work

6.2.1. **Design & Permitting:**

- 6.2.1.1. Confirm the existing conditions that may affect the design including, but not limited to, the condition of existing electrical switchgear, panel boards and meters, electrical area dimensions and obstructions, spare conduits and breaker slots, system voltage and amperage, transformer and panel board capacity, major utility boxes and visible infrastructure, data room locations, points of interconnection and routing paths, etc.
- 6.2.1.2. Design a backup generator system to provide power to all of the electrical loads at the sites in the event of a power outage. The design will comply with PG&E Rule 21 interconnection standards.
- 6.2.1.3. Design the controls for automated transition from on-grid mode to off-grid (islanding mode) as required by the AHJ's and PG&E.
- 6.2.1.4. Prepare and submit design drawings to AHJ for approval and permit issuance. Permit fees are responsibility of County.
- 6.2.1.5. Complete the Northern Sierra Air Quality Management District (NSAQMD) permit application.
- 6.2.1.6. Respond to all AHJ permit review comments, make necessary changes to the design documents, and resubmit to the AHJ as needed in a timely manner.

6.2.2. **Installation:**

- 6.2.2.1. Perform all site preparation required to install the equipment including locating existing underground utilities, vegetation removal, removing concrete and asphalt, compaction, leveling and drainage.
- 6.2.2.2. Furnish and install equipment pads and mounting hardware for each piece of equipment identified above (except Animal shelter, where existing pad to be used). Include embedded conduit stub-outs for the connecting conductors.
- 6.2.2.3. Provide and install the generators based on size and fuel type provided in the above table.
- 6.2.2.4. Furnish and install all electrical conductors and conduit.

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- 6.2.2.5. Multiple electrical shutdowns are anticipated. ENGIE Services U.S. will coordinate time of shutdown with County and Utility and may include weekends.
- 6.2.2.6. Provide sufficient diesel fuel for testing and commissioning. First time fill of fuel tank is County's responsibility.
- 6.2.2.7. All the diesel generators shall have integrated fuel tank with 24 hour runtime, whereas propane generators shall be connected with existing propane tanks.

Perform testing and commissioning of the system to prove proper normal operation (on-grid), transition to off-grid, proper off-grid operation and transition back to on-grid operations.

6.2.3. Clarifications:

- 6.2.3.1. The system will not provide a seamless transition from on-grid to off-grid operation in the event of a power outage. This transition will result in a loss of power for a duration of approximately two minutes.
- 6.2.3.2. AutoCAD files of the existing as-built conditions will be provided to ENGIE Services U.S. by the County. Recreation of the existing as-built conditions for the purposes of generating design drawings is excluded.
- 6.2.3.3. Power shutdowns to the sites will be required to perform the scope of work described above, interconnection, initial commissioning and testing, as well as ongoing maintenance islanding tests as needed.

6.2.4. Exclusions:

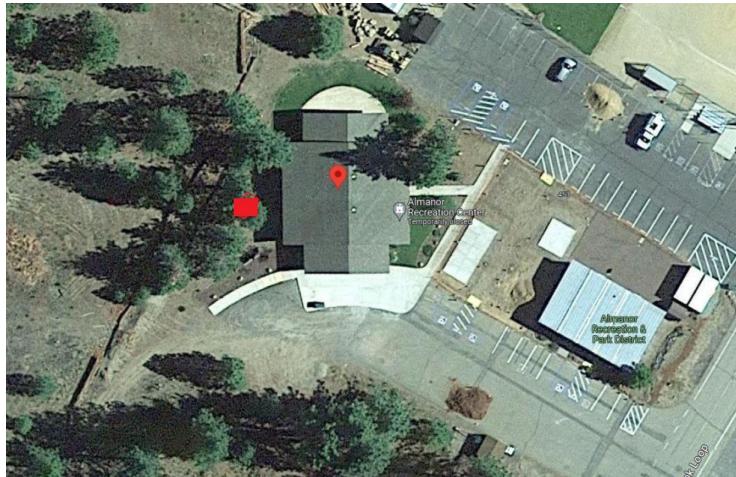
- 6.2.4.1. Temporary power during required shutdowns.
- 6.2.4.2. No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
- 6.2.4.3. No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify the County.
- 6.2.4.4. No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation. Dewatering and other mitigation measures are excluded. Relocating existing underground utilities is excluded.
- 6.2.4.5. Upgrades to existing switchgears are excluded.
- 6.2.4.6. Additional lighting in the exterior areas for the new equipment is excluded.
- 6.2.4.7. Additional requirements for fire suppression mandated by the AHJ during permit review are excluded.
- 6.2.4.8. Utility upgrades required by PG&E after the submission of an Interconnection Application are excluded.
- 6.2.4.9. Exhaust pipe extensions are excluded.
- 6.2.4.10. County will be responsible for obtaining and paying for inspections.
- 6.2.4.11. No temporary heating or cooling services are included for the duration of planned power shutoffs for the purpose of Utility interconnection. ENGIE Services U.S. will attempt to phase Construction in such a way as to avoid complete interruptions of service. If temporary facilities including but not limited to power, phone lines, heating, or cooling are required, they will be provided by County at no cost to ENGIE Services U.S.

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6.3. Site Specific Scope

6.3.1. Almanor Rec Center

6.3.1.1. The generator shall be installed at the following location.



6.3.1.2. Provide and install 50 kW diesel generator and ATS.

6.3.2. Animal Shelter

6.3.2.1. Remove existing generator and deliver to County. Existing ATS will be reused

6.3.2.2. The generator shall be installed at the following location.



6.3.2.3. Provide and install 80 kW diesel generator, while using existing wiring and ATS.

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6.3.3. Annex Building

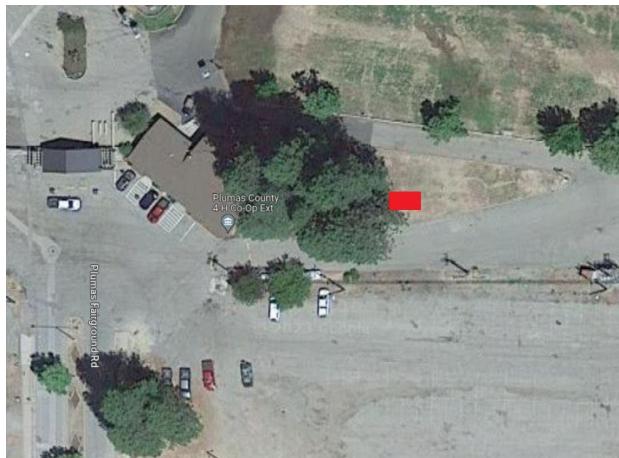
6.3.3.1. The generator shall be installed at the following location.



6.3.3.2. Provide and install 80 kW diesel generator and ATS.

6.3.4. County Ag Commissioner Office

6.3.4.1. The generator shall be installed at the following location.

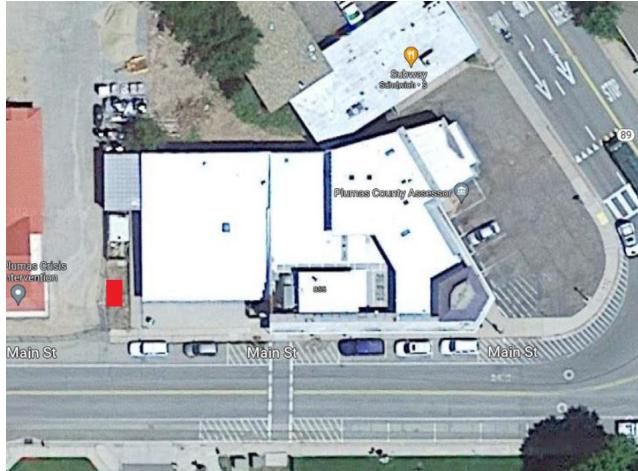


6.3.4.2. Provide and install 40 kW diesel generator and connect with existing ATS.

6.3.5. County Assessor Office

6.3.5.1. The generator shall be installed at the following location.

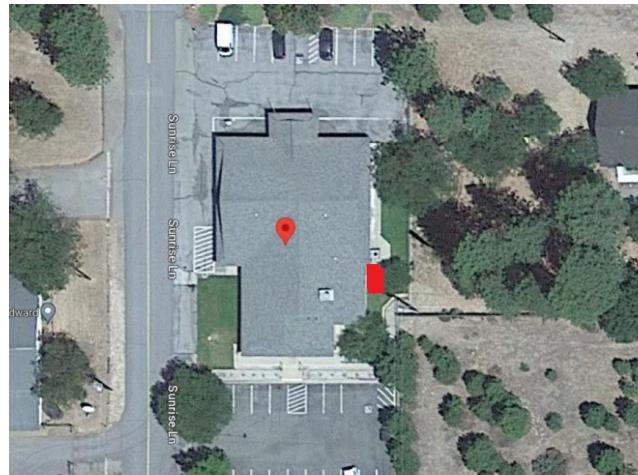
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6.3.5.2. Provide and install 80 kW diesel generator and ATS.

6.3.6. Human Resource Office

6.3.6.1. The generator shall be installed at the following location.



6.3.6.2. Provide and install 35 kW propane generator and ATS.

6.3.6.3. The generator shall be connected to existing propane tank onsite.

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6.3.7. Nervino Airport

6.3.7.1. The generator shall be installed at the following location.



6.3.7.2. Provide and install 10 kW diesel generator and ATS.

6.3.8. Child Support Services

6.3.8.1. The generator shall be installed at the following location.

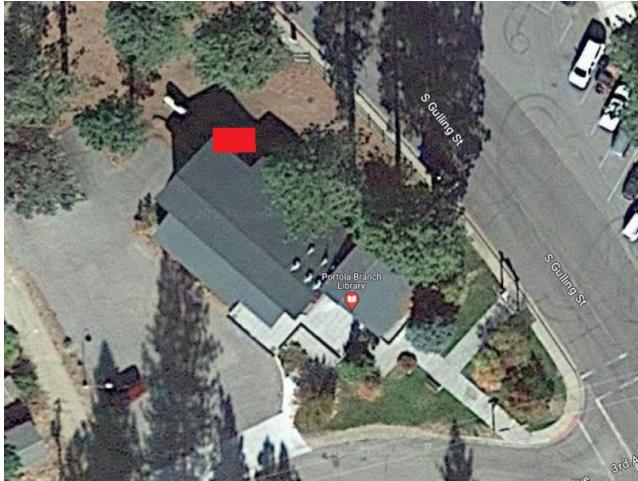


6.3.8.2. Provide and install 10 kW diesel generator and ATS.

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6.3.9. Portola Library

6.3.9.1. The generator shall be installed at the following location.



6.3.9.2. Provide and install 25 kW diesel generator and ATS.

6.3.10. Quincy Gansner Field

6.3.10.1. The generator shall be installed at the following location.



6.3.10.2. Provide and install 10 kW diesel generator and ATS.

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6.3.11. Quincy Library

6.3.11.1. The generator shall be installed at the following location.



6.3.11.2. Provide and install 40 kW diesel generator and ATS.

6.3.12. Quincy Museum

6.3.12.1. The generator shall be installed at the following location.



6.3.12.2. Provide and install 35 kW propane generator and ATS.

6.3.12.3. The generator shall be connected to existing propane tank onsite.

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6.3.13. Chester Rogers Field

6.3.13.1. The generator shall be installed at the following location.



6.3.13.2. Provide and install 25 kW diesel generator and ATS.

7. GENERAL PROJECT CLARIFICATIONS APPLICABLE TO ALL SCOPES

- 7.1. ENGIE Services U.S. will be responsible for obtaining permits where specifically mentioned in specific scopes of work and scheduling inspections.
- 7.2. Engineering and work shall comply with the latest applicable Codes and per Authority Having Jurisdiction (AHJ).
- 7.3. ENGIE Services U.S. assumes one mobilization per site, which includes free access to the entire mobilized portion of the construction area for the full scope of work.
- 7.4. All work will be scheduled at times based upon the following activities, unless coordinated separately with the County.

ECM or Specific Scope Activity	Adjusted Work Hours
Interior Lighting	Monday – Friday: Swing Shift 5pm – 1am,
Exterior Lighting	Monday – Friday: 7am – 5pm
Street Lighting	Monday – Friday: 7am – 5pm
Material Load/Unloading of Facility	After Facility is normally vacated, weekends, or scheduled breaks
Crane picks or Roof Hoists	After Facility is normally vacated, weekends, or scheduled breaks
All other HVAC tasks	Monday – Friday: 7am – 5pm
Utility Shutdowns or Tie-ins	After Facility is normally vacated, weekends, or scheduled breaks

- 7.5. ENGIE Services U.S. will perform underground utility survey to locate any existing utilities that are in the path of horizontal boring, vertical boring or trenching.
- 7.6. Perform horizontal boring and/or trenching of existing concrete, hardscape or asphalt areas as required to route conduits.
- 7.7. Repair any concrete, hardscape, landscape or asphalt damaged by subcontractor to extent required.
- 7.8. All electrical equipment shall be new, UL listed material and equipment that carry the manufacturers' original warranties.
- 7.9. Provide Utility interconnection drawings and related application management services.
- 7.10. Coordinate with Utility for electrical interconnection.

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- 7.11. Coordinate with Utility for any required infrastructure upgrades.
- 7.12. Shutdowns will be coordinated with Utility and County to minimize impact on Facilities.
- 7.13. 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.
- 7.14. Temporary utilities are to be provided by the County at no cost to ENGIE Services U.S. (including, without limitation, trailer power, phone lines, water and construction power).
- 7.15. ENGIE Services U.S. will require the assistance of the 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.
- 7.16. ENGIE Services U.S. standard construction means and methods will be used.
- 7.17. Provide as-built drawings and Operations & Maintenance manuals upon project completion.
- 7.18. The 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.

8. GENERAL PROJECT EXCLUSIONS APPLICABLE TO ALL SCOPES

- 8.1. Cost of all permits, cost of any inspections, including special inspections, hiring and paying all inspectors, including special inspectors.
- 8.2. Bringing existing systems up to code.
- 8.3. Any ongoing landscaping maintenance.
- 8.4. Removal and disposal of hazardous substances, including asbestos containing materials. If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify The County representative and stop further work in the area until the material is removed.
- 8.5. Contaminated soils, for their handling or disposal
- 8.6. Additional costs related to underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
- 8.7. Structural upgrades to existing structures.
- 8.8. No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
- 8.9. Temporary heating, cooling or pumping services.
- 8.10. Repair or replacement of 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 County representative.
- 8.11. Smoke detectors, fire alarm system work, or fire life safety work.
- 8.12. Parking lot repairs are excluded, except to the extent of damage caused by ENGIE Services U.S. or its subcontractors.
- 8.13. Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded.
- 8.14. Painting, unless specified in Scope of Work, is excluded, including any patch painting, where a new fixture's footprint does not match footprint of existing fixture and wall color differences show.
- 8.15. Stormwater Pollution Prevention Plan or Discharge Permit. Normal construction related Best Management Practices (BMP) for pollution control is included.
- 8.16. With respect to Projects with new equipment connecting to the Building'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. The County is responsible for providing and maintaining the building's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction.
- 8.17. Americans with Disabilities Act (ADA) regulation requirements.
- 8.18. Any site improvements, fire hydrants, and sprinklers required by local fire authority are excluded.

9. ENGIE SERVICES U.S. BENEFICIAL USE AND WARRANTY CRITERIA FOR SPECIFIC PIECES OF EQUIPMENT

- 9.1. All materials and workmanship warranties are for 1 year, unless specified otherwise below.
- 9.2. LED LIGHTING UPGRADES – With respect to each site's Scope of Work, the ENGIE Services U.S. Warranty commences immediately upon uninterrupted operation of 95% of retrofits for a duration of 2 weeks. ENGIE Services U.S. will provide written notice to the County of the date the ENGIE Services U.S. Warranty commences.
- 9.3. STREET LIGHTING - The ENGIE Services U.S. Warranty commences immediately upon installation and operation of street lights. ENGIE Services U.S. will provide written notice to the County of the date the ENGIE Services U.S. Warranty commences.

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9.4. MECHANICAL & HVAC UPGRADES (HVAC Replacement) – The ENGIE Services U.S. warranty commences immediately upon installation and commissioning of HVAC units. ENGIE Services U.S. will provide written notice to the County of the date the ENGIE Services U.S. Warranty commences.

9.4.1. All the compressors shall have five year parts warranty, except the chiller compressor which will have one year warranty.

9.4.2. The boiler shall be provided with one year warranty.

9.5. MECHANICAL & HVAC UPGRADES (Pump VFDs) – The ENGIE Services U.S. warranty commences immediately upon installation and programming of VFDs. ENGIE Services U.S. will provide written notice to the County of the date the ENGIE Services U.S. Warranty commences.

9.6. SOLAR GENERATING FACILITIES - The ENGIE Services U.S. Warranty commences immediately when the Generating Facility is capable of generating expected energy and the Utility is ready to issue the permission-to-operate letter.

9.6.1. Solar Module Warranty – solar modules will be provided with a 25-year manufacturer production warranty.

9.6.2. Solar Inverter Warranty – inverters will be provided with a 10-year manufacturer warranty.

9.7. BACKUP EMERGENCY GENERATORS - The ENGIE Services U.S. warranty commences immediately upon installation and commissioning of backup emergency generators. ENGIE Services U.S. will provide written notice to the County of the date the ENGIE Services U.S. Warranty commences.

9.7.1. Generators Warranty – Generators will be provided with a two-year limited manufacturer warranty.

10. SUBSTANTIAL AND FINAL COMPLETIONS

ECM	Scope of Work	Location	Total Qty of SC	Total Qty of FC
1	Interior & Exterior Building Lighting	16 Sites	16; one per Site	
2	Street Lights	1 Site	1; one per site	
3A	Mechanical & HVAC Upgrades – HVAC Replacement	13 Sites	13; one per Site	1; for entire project
3B	Mechanical & HVAC Upgrades – Pump VFDs	2 Site	2; one per site	
4	Photovoltaic Systems	1 Site	1; one per site	
5	Backup Emergency Generators	13 Sites	13; one per site	

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**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 County's specifications.
- Test and verify 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 County/Facility maintenance staff.

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**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 County's property at the Project Locations as shown 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 County for that 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 mean 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. 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 County of the M&V Services in accordance with this Attachment E, Section (II)(G); or (iv) the failure by 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; quality, quantity, and timeliness of maintenance and repairs to the Generating Facilities or building electrical distribution system; inability to procure replacement parts/components; inability to submit claims under manufacturer warranty, including by reason of manufacturer insolvency; damage or defects no longer covered or excluded under manufacturer warranty; soiling in excess of predicted soiling based on industry-standard modeling; material reduction in energy consumption at a Project Location which significantly limits the Generating Facilities ability to offset Project Location electric consumption; non-operation or shutdown of the Generating Facilities by County or a third party other than ENGIE Services U.S.; damage to the Generating Facilities not caused by ENGIE Services U.S.; and any reduction in annual solar irradiation at a nearby NOAA weather station of more than 10% below the 30-year average.

"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.

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"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).

"Guarantee Payment" means, for any Measurement Period, either: (i) a cash payment by ENGIE Services U.S. to 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 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 Period	Guaranteed Savings
1	\$297,205
2	\$314,435
3	\$332,666
4	\$351,956
5	\$372,367
6	\$393,964
7	\$416,815
8	\$440,994
9	\$466,579
10	\$493,651
11	\$522,298
12	\$552,610
13	\$584,684
14	\$618,623
15	\$654,537
16	\$692,540
17	\$732,754
18	\$775,307
19	\$820,336
20	\$867,985

"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 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.

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- ii. **Guarantee Payment.** For any Measurement Period in which there is a Guarantee Shortfall, ENGIE Services U.S. will pay to County, within thirty (30) calendar days after the acceptance by 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 County, County would benefit from additional energy services or energy saving retrofits, 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, 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 County and not previously repaid to ENGIE Services U.S. by 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 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 fifth (5th), upon completion of that Measurement Period's Energy Savings Report, ENGIE Services U.S. has the right to 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. may, in its sole discretion, pay to 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 ten percent (10%).

B. Changes in Energy Use Factors.

- i. **Adjustments to Baselines.** County will notify ENGIE Services U.S. in writing within ten (10) Business Days of any 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 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 that it deems appropriate in its reasonable discretion.
- 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 County, in writing, of all such changes.
- iii. **Changes to Facilities.** 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).

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- iv. **Baseline Adjustment.** If ENGIE Services U.S. proposes changes to the Facilities that would not unreasonably interfere with the conduct of County's business or cause County to incur additional costs, and 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.
- 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.
- vi. **Assessment Work.** ENGIE Services U.S. has the right to charge County for Assessment Work, which will be billed at current ENGIE Services U.S. engineering rates and will be paid by County within thirty (30) calendar days after receiving ENGIE Services U.S.'s invoice. Before initiating Assessment Work, ENGIE Services U.S. will notify County in writing of the intent and estimated cost associated with the Assessment Work. 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 County approves the Assessment Work.
- vii. **Changes in Energy Use Factors.** If 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 will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- 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 County in advance. County will have thirty (30) calendar days to challenge or question the changes in writing.
- x. **Inspection of Facilities.** County agrees that ENGIE Services U.S. will have the right, with or without prior notice, to inspect the Facilities to determine if County has consistently complied with its obligations as set forth above. If any inspection discloses that County has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings will be assumed to have been achieved for the portion of the Energy Savings Term during which such failure will have existed.
- x. **Interference.** 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, 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, 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 County with a proposed reduction to the Guaranteed Savings reflecting such overshadowing, shading or other interference.

C. County Maintenance. Beginning at Beneficial Use or Substantial Completion for any portion of the Work, 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. County is also responsible for managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.

D. Energy Savings Report. Annually during the first five (5) Measurement Periods of the Energy Savings Term, ENGIE Services U.S. will submit to County 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 County will be notified of such a situation within the ninety (90) calendar-day period.

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E. On-Site Measurements. County irrevocably grants to ENGIE Services U.S. the right, 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 County as conducted at the Facilities as of the date hereof. County will cooperate fully with the exercise of such right by ENGIE Services U.S. pursuant to this Attachment E, Section (II)(E). 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. Reserved.

G. Termination of Guaranteed Savings. If (i) 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 County or by 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) 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.

H. Reserved.

I. 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 *sum*, for such Measurement Period, of (i) the Energy Use Savings, *plus* (ii) the Stipulated Non-Energy Savings, in each case 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
1	Interior & Exterior Building Lighting	Option A	N/A
2	Street Lighting	Stipulated	N/A
3	Mechanical & HVAC Upgrades	Stipulated	N/A

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4	Photovoltaic (PV) Systems	Option B	N/A
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1. M&V Option A: This option allows for the energy savings to be predicted, measured, and agreed upon between 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 County 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 County, as long as such work does not interfere with 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
 - i. 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 and exterior fixtures, 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 in Appendix A, showing the existing fixture codes, quantities, and manufacturer's rated wattage for these type fixtures.
 - ii. **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 the 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: Lighting Annual Hours

Agreed Upon Lighting Hours of Operation		
Location	Area Type	Annual Hours
Almanor Rec	Electrical Mechanical	1,100
Almanor Rec	Exterior	4,380
Almanor Rec	Hallway	3,120
Almanor Rec	Mechanical	1,100
Almanor Rec	Office	2,080
Almanor Rec	Open Office	2,600
Almanor Rec	Restroom	3,120
Almanor Rec	Storage	730

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Animal Shelter	Animal Shelter	2,600
Animal Shelter	Exterior	4,380
Animal Shelter	Hallway	3,120
Animal Shelter	Mechanical	1,100
Animal Shelter	Office	2,080
Animal Shelter	Restroom	3,120
Animal Shelter	Storage	730
Animal Shelter	Storage	1,040
Annex Building	24/7	8,760
Annex Building	Conference Room	1,560
Annex Building	Custodial	730
Annex Building	Exterior	4,380
Annex Building	Hallway	3,120
Annex Building	Mechanical	1,100
Annex Building	Office	2,080
Annex Building	Open Office	2,600
Annex Building	Restroom	3,120
Annex Building	Storage	730
Annex Building	Storage	1,040
Chester Complex	As Needed	8,760
Chester Complex	Court	1,560
Chester Complex	Custodial	730
Chester Complex	Exterior	4,380
Chester Complex	Hallway	3,120
Chester Complex	Library	2,080
Chester Complex	Museum	2,080
Chester Complex	Office	2,080
Chester Complex	Open Office	2,600
Chester Complex	Restroom	3,120
Chester Complex	Storage	730
Chester Memorial Hall	Conference Room	1,560
Chester Memorial Hall	Exterior	4,380
Chester Memorial Hall	Hallway	3,120
Chester Memorial Hall	Mechanical	1,100
Chester Memorial Hall	Open Office	2,600
Chester Memorial Hall	Restroom	3,120
Chester Memorial Hall	Storage	730
Courthouse	Conference Room	1,560
Courthouse	Court	1,560
Courthouse	Custodial	730
Courthouse	Exterior	4,380
Courthouse	Hallway	3,120

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Courthouse	Mechanical	1,100
Courthouse	Office	2,080
Courthouse	Open Office	2,600
Courthouse	Restroom	3,120
Courthouse	Storage	730
Fairground Commercial Building	Exterior	4,380
Fairground Commercial Building	Hallway	3,120
Fairground Commercial Building	Kitchen	2,286
Fairground Commercial Building	Restroom	3,120
HR Building	As Needed	8,760
HR Building	Common Area	2,080
HR Building	Custodial	730
HR Building	Exterior	4,380
HR Building	Mechanical	1,100
HR Building	Office	2,080
HR Building	Open Office	2,600
HR Building	Restroom	3,120
Library	Custodial	730
Library	Exterior	4,380
Library	Hallway	3,120
Library	Library	2,340
Library	Office	2,080
Library	Restroom	3,120
Library	Storage	730
Museum	Exterior	4,380
Museum	Hallway	3,120
Museum	Office	2,080
Museum	Open Office	2,600
Museum	Restroom	3,120
Museum	Storage	730
Permit Center	Conference Room	1,560
Permit Center	Custodial	730
Permit Center	Exterior	4,380
Permit Center	Hallway	3,120
Permit Center	Mechanical	1,100
Permit Center	Office	2,080
Permit Center	Open Office	2,600
Permit Center	Restroom	3,120
Plumas County Street Lighting	Exterior	4,380
Portola Library	Custodial	730
Portola Library	Exterior	4,380
Portola Library	Hallway	3,120

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Portola Library	Library	2,340
Portola Library	Mechanical	1,100
Portola Library	Office	2,080
Portola Library	Open Office	2,600
Portola Library	Restroom	3,120
Portola Veteran's Hall	Custodial	730
Portola Veteran's Hall	Exterior	4,380
Portola Veteran's Hall	Hallway	3,120
Portola Veteran's Hall	Kitchen	2,286
Portola Veteran's Hall	Open Office	2,600
Portola Veteran's Hall	Restroom	3,120
Portola Veteran's Hall	Storage	730
Public Works Building	Conference Room	1,560
Public Works Building	Exterior	4,380
Public Works Building	Hallway	3,120
Public Works Building	Mechanical	1,100
Public Works Building	Office	2,080
Public Works Building	Open Office	2,600
Public Works Building	Restroom	3,120
Public Works Building	Storage	730
Sheriff's Office	24/7	8,760
Sheriff's Office	As Needed	8,760
Sheriff's Office	Conference Room	1,560
Sheriff's Office	Custodial	730
Sheriff's Office	Exterior	4,380
Sheriff's Office	Hallway	3,120
Sheriff's Office	Mechanical	1,100
Sheriff's Office	Office	2,080
Sheriff's Office	Open Office	2,600
Sheriff's Office	Restroom	3,120
Sheriff's Office	Storage	730
Veteran's Memorial Hall	Exterior	4,380
Veteran's Memorial Hall	Hallway	3,120
Veteran's Memorial Hall	Kitchen	2,286
Veteran's Memorial Hall	Mechanical	1,100
Veteran's Memorial Hall	Office	2,080
Veteran's Memorial Hall	Restroom	3,120
Veteran's Memorial Hall	Storage	730

iii. 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.

iv. EC Savings achieved from the lighting ECMs are calculated by the following equation:

$$\text{EC Savings} = \text{Energy Unit Savings} \times \text{Base Energy Rate}$$

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Table E-3: Annual Lighting Savings

ECM	Location	Projected Annual Savings (kWh)
1	Annex Building	122,981
1	Human Resources	1,706
1	Sheriff's Office	15,331
1	Courthouse	42,987
1	Quincy Veteran's Memorial Hall	2,443
1	Permit Center	19,240
1	Road Commissioner Office (Public Works Building)	5,913
1	Quincy Library	5,754
1	Quincy Museum	2,353
1	Fairground Commercial Building	4,410
1	Animal Shelter	11,003
1	Chester Complex & Library	6,597
1	Chester Veteran's Memorial Hall	3,294
1	Almanor Recreation Center	1,596
1	Portola Veteran's Memorial Hall	2,871
1	Portola Library	7,912
Total		256,391

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 County 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
 - i. 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	Projected Annual Production (kWh)
Annex Building	389,080

- ii. **Assumptions:** Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.
- iii. **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 on-

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going reports. During the Construction Period, the EC Savings will be calculated by adding the production measure for the period between Substantial Completion or beneficial use of the ECM and the M&V Commencement Date.

3. Stipulated Savings: When the cost, complexity, or uncertainty of savings measurements are high as compared to the projected savings, County and ENGIE Services U.S. may agree to stipulate the projected Energy Unit Savings as being achieved, without any measurements being taken.
 - a. For the Stipulated Option, the Energy Unit Savings presented below will be agreed to occur each Measurement Period. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings projected for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.

Table E-5: Annual Stipulated Savings

ECM	Location	Projected Annual Savings (kWh)
2	County-Wide	14,647
3	Annex Building	14,050
3	Human Resources (Probation)	2,953
3	Sheriff's Office	16,633
3	Courthouse	17,360
3	Quincy Veteran's Memorial Hall	3,024
3	Permit Center	1,780
3	Road Commissioner Office (Public Works Building)	4,741
3	Fairground Commercial Building	5,682
3	Animal Shelter	4,720
3	Chester Complex & Library	6,039
3	Chester Veteran's Memorial Hall	2,031
3	Portola Library	2,987
3	Large Pump Station	47,829
3	Fairground Pump Station	4,224
Total		148,700

5. Base Energy Rates: EC Savings will be calculated using the 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.

The Base Energy Rates listed here are to be increased each Measurement Period on a cumulative basis by six percent (6%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

Table E-6: Base Energy Rates

ECM	Location	Avoided Electricity Rate (\$/kWh)
1	Annex Building	0.3685
1	Human Resources	0.5038
1	Sheriff's Office	0.4734
1	Courthouse	0.4373

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1	Quincy Veteran's Memorial Hall	0.4926
1	Permit Center	0.4565
1	Road Commissioner Office (Public Works Building)	0.4908
1	Quincy Library	0.5051
1	Quincy Museum	0.5092
1	Fairground Commercial Building	0.4652
1	Animal Shelter	0.4823
1	Chester Complex & Library	0.4980
1	Chester Veteran's Memorial Hall	0.5072
1	Almanor Recreation Center	0.4652
1	Portola Veteran's Memorial Hall	0.4652
1	Portola Library	0.4652
2	County-Wide	0.4045
3	Annex Building	0.3685
3	Human Resources (Probation)	0.5038
3	Sheriff's Office	0.4734
3	Courthouse	0.4373
3	Quincy Veteran's Memorial Hall	0.4926
3	Permit Center	0.4565
3	Road Commissioner Office (Public Works Building)	0.4908
3	Fairground Commercial Building	0.4652
3	Animal Shelter	0.4823
3	Chester Complex & Library	0.4980
3	Chester Veteran's Memorial Hall	0.5072
3	Portola Library	0.4652
3	Large Pump Station	0.6454
3	Fairground Pump Station	0.5576
4	Annex Building	0.2921

**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 E with respect to Generating Facilities being constructed on County's property at the following Project Locations:

Site Name	Site Address	City	State	Zip Code
Annex Building Canopy	260 County Hospital Rd	Quincy	CA	95971

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 County to ENGIE Services U.S., in consideration of the provision of up to twenty (20) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Eight Thousand Two Hundred Fifty-One Dollars (\$8,251.00). The

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Annual Maintenance Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first ten (10) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual Maintenance Fee for each Measurement Period after the tenth (10th) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

II. Term

So long as 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 twenty (20) years from the M&V Commencement Date on an annualized basis. At the end of this term, County may:

- a. Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- b. Enter into an agreement with another service provider
- c. 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 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. County 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 will be a material default by 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 County on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, 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 a semi-annual basis.

V. Repair Services

If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, or otherwise requires repair outside of warranty or outside of the Maintenance Services described in Section 3.01, County must contact the ENGIE Services U.S. PV Operations & Maintenance Manager and submit a request for quotation. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to County to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and County must execute

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a Work Order, on ENGIE Services U.S.'s form, a sample of which is attached hereto as Exhibit F-1, for the agreed scope of work and quotation amount. Quotations for repair work are calculated on a time and materials basis. Standard Business Hours are M-F, 7am to 5pm. Non-business Hours & Saturdays equals 1.5x Rates. Sundays & Holidays equals 2.0x Rates.

Labor Category		Straight Time
Hourly Rate – PV Electrical Journeyman Technician ¹	\$/hr.	County Labor Rate
Hourly Rate – PV Electrical Apprentice Technician ¹	\$/hr.	County Labor Rate
Hourly Rate – Engineering ²	\$/hr.	\$ 170.00
Hourly Rate – Administrative ²	\$/hr.	\$ 65.00
Service call-out - Daily minimum fee	\$	\$ 550.00
Mileage	\$	IRS Rate
Material mark-up %	%	15.00
Lift rental fee	\$	Current Market Price

¹*Trade Hourly rate will be adjusted based on the current year of the local prevailing wage determination plus Burden, requirement for either travel or subsistence and lodging, and markup for services being requested.*

²*Escalated according to an inflation rate to the year in which service will occur.*

VI. Warranty Services

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be 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. County should refer to Section 9.02 of the Contract for services provided by ENGIE Services U.S. to 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 to County at Final Completion.

VII. Services and Equipment to Be Covered by County

ENGIE Services U.S.'s obligations under this Attachment F are expressly conditioned upon 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. PV Inverter warranty past the manufacturer 10 year term.
- d. Managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.
- e. Maintaining all landscaping in and around Generating Facilities including tree trimming.
- f. Allowing ENGIE Services U.S. and its personnel 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.
- g. Allowing ENGIE Services U.S. and its personnel 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.
- h. 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.
- i. 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.
- j. Timely reporting of, and permitting timely repair of, Generating Facilities damaged by County Persons or third parties, including damage resulting from parking lot, County or guest activities. Cost of repairs is the responsibility of County.

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 County's failure to satisfy the conditions set forth in this Attachment F.

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**EXHIBIT F-1
FORM OF WORK ORDER**

Work Order # _____

This Work Order ("Work Order") dated _____ ("Work Order Effective Date") is issued pursuant to and is subject to the terms and conditions of the Energy Services Agreement ("Agreement") by and between ENGIE Services U.S. Inc. ("ENGIE Services U.S.") and _____ ("Customer") dated _____. The terms and conditions of the Agreement are hereby incorporated into and made a part of this Work Order for all purposes.

Project Name:

Scope of Work:
Electrical and Structural Repairs:

Exclusions: [edit, as needed]

- Premium Time or Over Time
- Work on Nights or Weekends
- Cutting, Patching or Painting
- Permitting
- Plan Revisions
- Review/Edit/Writing of Specifications
- Geotechnical Reports/Inspections
- PLA/PSA Agreements
- Irrigation System Inspection/Repairs
- Landscape Repair/Tire Track Removal
- Landscape Maintenance
- Infestations

Cost Estimate: [insert]

Pricing assumes State prevailing wages for on-site labor. Quote valid for 30 days. Payment to ENGIE Services U.S. is not contingent on Customer's receipt of any insurance proceeds and will be invoiced by ENGIE Services U.S. to Customer in a lump sum upon the completion of the work under this Work Order.

Acceptance and Notice to Proceed:

By signing below, Customer agrees to the terms and conditions set forth in this Work Order and authorizes ENGIE Services U.S. to proceed with the scope of work set forth herein.

The Parties may execute this Work Order in counterparts, each counterpart constituting an original, and all counterparts, collectively, constituting only one Work Order. The signatures of each Party need not appear on the same counterpart, and in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

CUSTOMER:

(type Customer name here)

ENGIE Services U.S.:

ENGIE Services U.S. Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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**ATTACHMENT G
SCOPE OF EDUCATION SERVICES**

I. Educational Services Provided

Education Services Provided

From the Contract Effective Date through June 2027, ENGIE Services U.S. will provide the following educational services to the County:

Feather River College Workforce Development

ENGIE Services U.S. will work with Feather River College to provide sustainable energy ("Green Energy") career exposure related to the County's energy project.

1) Internship Program:

- ENGIE Services U.S. will hire one (1) college student from Feather River College as a paid intern.
- The structured and student-focused internship program will provide the student with mentors, hands-on experience working on real energy projects, and access to a national intern network.
- The student will be compensated at the current minimum wage during their employment.

2) Field Trip:

- ENGIE Services U.S. will organize one (1) field trip for a class of students from Feather River College.
- During the trip, students will learn about the County's energy project, understand how a comprehensive energy project is built and engineered, and explore career opportunities within the Green Energy industry.

3) Virtual Guest Speaker:

- ENGIE Services U.S. will arrange for one (1) virtual guest speaker to address a class of students from Feather River College.
- The speaker's focus will be on careers within the Green Energy industry.

4) Summer Energy Expert Calls:

- ENGIE Services U.S. invites students to participate in the 2024 summer virtual energy expert calls.
- During these sessions, students will have the opportunity to listen and learn firsthand from industry experts on a range of energy topics.

5) Raw Data for Teachers:

- Interested teachers will receive raw data from the County's energy project.
- This data can be utilized in accounting, statistics, economics, and business classes as a valuable learning tool.

6) Interactive Workshop on Climate Change:

- ENGIE Services U.S. will conduct one (1) interactive workshop on climate change specifically for environmental science students.
- The workshop will be two hours long and can accommodate up to twenty-five (25) students.