



ENERGY SERVICES CONTRACT

"Customer": City of Lemoore Customer Address: City of Lemoore
119 Fox Street, Lemoore, CA 93245
 Contract Effective Date: January 15, 2008
 Date of Energy Audit Agreement between Customer and Chevron ES: June 2007 "Contract Amount" (refer to Attachment F):
\$3,893,935.00
 Estimated Construction Period: Yrs. 10 Mo. Name of Lessor of Equipment (If Arranged by Chevron ES):

This Energy Services Contract ("Contract") is made and entered into as of the Contract Effective Date by and between **Chevron Energy Solutions Company, a Division of Chevron U.S.A., Inc., ("Chevron ES")**, a Pennsylvania corporation, having its principal offices at 345 California Street, 18th Floor, San Francisco, CA 94104, and the Customer identified above, for the purposes of providing comprehensive energy services. "Chevron ES" and the "Customer" may singularly be identified as "Party" and collectively as "Parties." The attachments listed below as being attached are attached hereto and fully incorporated herein.

ATTACHMENTS TO CONTRACT

Attachment	Title	Attached	Not Applicable/	
			Attached	Not Attached
A	General Terms and Conditions	Attached		
B	Design/Build Terms and Conditions	Attached		
C	Customer's Facilities and Existing Equipment	Attached		
D	Scope of Work	Attached		
E	Project Schedule	Attached		
F	Progress Payment Schedule	Attached		
G	Standards of Occupancy & Control	Attached		
H	Additional On-Going Scope of Work			n/a
I	Financial Proforma	Attached		
J	Lighting Audit	Attached		

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date first above written.

CHEVRON ES:
Chevron Energy Solutions Company, a Division of
Chevron U.S.A., Inc.

CUSTOMER:
City of Lemoore

By: _____

By:

Print Name: _____

Print Name:

Title:

Title:

Per Resolution No. _____, adopted by the _____ Customer's Council on _____, 2008

APPROVED AS TO FORM:

_____ Esq.

**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

CONTRACT RECITALS

WHEREAS, Customer owns and/or operates certain public facilities specifically described in Attachment C attached hereto and incorporated herein ("Facilities") and Customer wishes to reduce its Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability by contracting to procure comprehensive energy management strategy expertise to achieve long term benefits and flexibility in managing the Customer's power and energy needs and to implement certain new and upgraded energy system related equipment and materials; and

WHEREAS, Chevron ES is a full-service energy services company with the technical capabilities to provide services to the Customer including, but not limited to, energy auditing, engineering, procurement, construction management, installation, construction, financing, training, monitoring and verification, and maintenance and operation (collectively, "Services"); and

WHEREAS, the Customer executed an Energy Audit Agreement with Chevron ES to perform a comprehensive energy analysis and present the Customer with a detailed Comprehensive Energy Analysis ("CEA") Report and recommended energy plan to implement certain Energy Conservation Measures ("ECM's"). The CEA Report identified potential energy and operational savings opportunities at the identified Customer's Facilities and identified estimated program costs to implement the recommended ECM's and presented an overall potential energy cost and consumption savings of implementing the ECM recommendations; and

Whereas, the City Council, by adoption of Resolution No. _____ at its meeting of _____, 2008, approved the Energy Services Contract by and between Chevron ES and the Customer and authorized the _____ [Mayor, City Manager, etc.] to execute this Energy Services Contract on behalf of the Customer.

NOW, THEREFORE, the Customer and Chevron ES hereby agree as follows:

SECTION 1. PERFORMANCE OF THE WORK

Section 1.1. **Performance of Work / Additional Terms and Conditions Governing Construction.** All the Work to be performed hereunder, including engineering, equipment and material procurement, installation, construction, and measurement & verification provided by Chevron ES, will be provided in accordance per the terms of this Contract, its attachments, and the terms of **Attachment B, "Design/Build Terms and Conditions"**, attached hereto and incorporated herein.

Section 1.2 **Scope of Work.** The Scope of Work to be provided hereunder ("Work"), including all engineering, equipment and material procurement, and installation and construction, is more fully described in the Scope of Work attached hereto as **Attachment D, "Scope of Work"**.

Section 1.3 **Project Schedule/ Notice to Proceed.** The preliminary project schedule is presented in **Attachment E, "Project Schedule"** which is attached hereto and incorporated herein ("Project Schedule"). Within ten (10) calendar days after the Contract Effective Date, Customer will issue to Chevron ES a written Notice to Proceed ("Notice to Proceed" or "NTP"). If the Customer fails to issue the Notice to Proceed within ten (10) calendar days after the Contract Effective date, the Parties agree that the Notice to Proceed shall be deemed to have been issued on the tenth (10th) day. Chevron ES shall begin Work within thirty (30) calendar days of Chevron ES' receipt of the Notice to Proceed.

Section 1.4 **Additional Work.** During the Contract Term, the Parties hereto may mutually agree to add additional Work and/or Projects to the Scope of Work by a written Change Order, executed by both Parties; and such work shall be performed in accordance with the terms and conditions of this Contract, as amended.

SECTION 2. CUSTOMER'S ENERGY AND OPERATIONAL RECORDS AND DATA

Customer represents and warrants that it has furnished to Chevron ES (or shall furnish, or cause its energy suppliers to furnish, no later than ten (10) business days after the Contract Effective Date), all of its records and complete data requested by Chevron ES concerning, without limitation, energy usage, energy-related maintenance, and other related costs for the Facilities listed in **Attachment C, "Customer Facilities and Existing Equipment"**, and including without limitation the following data for at least the past twelve (12) months and, optimally, the most current thirty-six (36) month period: utility records; occupancy information; descriptions of any changes in the building 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, O&M 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 presently utilized. Customer agrees that Chevron ES may rely on the foregoing data as being accurate in all respects. If requested, Customer shall also provide any prior energy audits of the Facilities, and copies of Customer's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and shall 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 Chevron ES.

SECTION 3. CONTRACT TERM

The term of the Contract shall commence on the Contract Effective Date and end upon Final Completion of the Project.

SECTION 4. PAYMENTS

Payments by Customer to Chevron ES under this Contract shall be in the form of monthly progress payments as discussed below and specifically described in **Attachment F, "Progress Payment Schedule"**.

Section 4.1. Monthly Progress Payments. Upon execution of this Contract, Chevron ES shall invoice the Customer for the Comprehensive Energy Analysis Fee plus a Design, Engineering & Mobilization Fee, as detailed on Attachment F. In addition, on or before the twentieth (20th) day of each month, Chevron ES shall submit to the Customer, or their designee, for approval its request for a monthly progress payment per the Draw Schedule in Attachment F ("Request for Payment") in a form reasonably acceptable to Customer and its lender ("Lender"). The Customer, or their designee, shall approve each Request for Payment, less a ten (10%) percent retainage amount ("Retainage"), within thirty (30) calendar days after its receipt thereof. A failure to timely approve a Request for Payment hereunder shall be a material default by Customer under this Contract. After approval of each Request for Payment by the Customer, or their designee, such Request shall be submitted to Lender who shall pay such amount from an escrow account set up for this Contract to make such payments. Each Monthly Progress Payment shall be made on or before the tenth (10th) day after such Request for Payment was received by Lender from Customer. Upon Substantial Completion of the Work, the retainage amount shall be reduced to five (5%) percent of the total Contract Amount, and Chevron ES shall invoice and Customer shall pay this amount. Customer shall pay Chevron ES the remaining five (5%) percent retainage upon achieving Final Completion.

Section 4.2 Final Payment. The final Request for Payment may be made after Final Completion. Final Payment amount shall also include payment to Chevron ES for the remaining five (5%) percent retainage amounts withheld by Customer.

Section 4.3 Disputed Invoices/Late Payments. If Customer disputes any Request for Payment, or part thereof, or any supporting documentation related thereto, or otherwise disputes any Request for Payment as provided in Section 4.5 below, Customer shall make full payment to Chevron ES when required in Section 4.1 above, less any portions of the Request for Payment amount in dispute, and shall provide to Chevron ES a written explanation of the basis for the dispute and the amount of the Request for Payment being withheld related to the dispute, no later than the Due Date. Customer shall be deemed to have waived and released any dispute known to it with respect to a bill if such written explanation is not provided within thirty (30) calendar days after the Due Date. If any amount disputed by Customer is finally determined to be due to Chevron ES, either by agreement between the Parties or as a result of dispute resolution pursuant to Section 15 below, it shall be paid to Chevron ES within ten (10) business days of such final determination, plus reasonable interest at the interest rate set forth in Attachment B, Section 19 ("Interest").

Section 4.4 Rebate Programs. On behalf of the Customer, Chevron ES shall prepare and submit to the applicable agencies all applications and documentation necessary for the listed energy efficiency rebate, incentive, and/or loan program(s) ("Incentive Funds") shown on **Attachment I, Financial Proforma**. While Chevron ES has extensive experience in assisting Customers with procuring Incentive Funds for our Customers, and does not foresee any reason why such Incentive Funds identified in Attachment I will not be obtained by the Customer for this Project, Chevron ES cannot guarantee that these Incentive Funds will be received by the Customer. Procurement, or lack thereof, of these Incentive Funds will not alter the Contract Amount of this Contract, or payment timeline associated with standard progress invoicing and payments.

SECTION 5. WARRANTY/LIMITATION OF LIABILITY

Chevron ES warrants its workmanship provided hereunder, including its subcontractors' workmanship, shall 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 ("Chevron ES Warranty"). All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, shall terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, Chevron ES will have no liability for breach of any warranty or for any latent or patent defect of any kind. Equipment and material warranties that exceed the one (1) year warranty period shall be provided directly by the equipment and/or material manufacturers and such warranties shall be assigned directly to the Customer, after the one (1) year period. During the one (1) year Chevron ES warranty period, Chevron ES shall be the Customer's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. Other than for lamps and ballasts, any material defects that are discovered within the one (1) year Chevron ES warranty period, Chevron ES, or Chevron ES' subcontractors, will correct its defects, and/or Chevron ES will work with the equipment or material manufacturer as the Customer's agent to facilitate the manufacturer's correction of the equipment or material defect. For typical industry standard lamp and ballast failures during the one (1) year Chevron ES warranty period, the Customer will replace such failed lamps/ballasts with replacement stock provided by Chevron ES, provided, however, Customer shall return the failed lamps/ballasts to the manufacturer in order to ensure that sufficient quantities of replacement stock are available during the one year warranty period. Such warranty services shall be performed in a timely manner and at the reasonable convenience of the Customer. This warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operations of the installed equipment by users other than Chevron ES or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized Chevron ES subcontractor, improper operation, or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the one (1) year Chevron ES warranty period, and the equipment or material has a warranty period that exceeds one (1) year, the Customer shall contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer shall have sole responsibility for such issues.

EXCEPT FOR THE WARRANTY AND GUARANTEES PROVIDED IN SECTION 5 HEREIN, CUSTOMER EXPRESSLY AGREES THAT CHEVRON ES MAKES NO OTHER WARRANTIES AND ASSUMES NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, IN CONNECTION WITH THE SALE AND INSTALLATION OF EQUIPMENT AND MATERIALS PROVIDED HEREUNDER WHETHER EXPRESS OR IMPLIED, IN LAW OR IN COMMUNICATION BETWEEN CHEVRON ES AND CUSTOMER. CHEVRON ES SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER **SHALL HAVE NO REMEDIES AGAINST EITHER CHEVRON ES OR ANY CHEVRON ES SUBCONTRACTOR FOR ANY DEFECTIVE WORK INSTALLED EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH EQUIPMENT IN ACCORDANCE WITH THE WARRANTY INDICATED ABOVE.** SPECIFICALLY, CHEVRON ES, OR CHEVRON ES'

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SUBCONTRACTOR, SHALL NOT BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

SECTION 6. GOVERNMENTAL PERMITS AND APPROVALS; COORDINATION

Section 6.1. Permits and Approvals. Customer will cooperate fully with and assist Chevron ES in obtaining all permits and approvals required under this Contract. Chevron ES is responsible for obtaining permits and approvals, required for the building, installation, and start-up of the Work hereunder which are required as of the Contract Effective Date. The Customer shall be responsible for obtaining any other permits or approvals that may be required, including annual operating permits as applicable.

Section 6.2. Coordination During Installation. Customer and Chevron ES shall cooperate to coordinate the activities of Chevron ES and Chevron ES' subcontractors and suppliers with those of Customer, its employees, and agents. Chevron ES will use reasonable efforts not to interfere with the performance of business activities conducted by Customer or its employees without prior written approval of Customer, which shall not be unreasonably withheld.

SECTION 7. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 7.1. Ownership of Certain Proprietary Property Rights. Customer shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the equipment. Chevron ES shall grant to Customer a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for Customer to continue to operate, maintain, and repair the equipment in a manner that will yield maximal energy consumption reductions.

Section 7.2. Ownership of Any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by Chevron ES pursuant to this Contract. If applicable, Chevron ES shall advise Customer in writing of all equipment and materials that will be replaced at the Facilities and Customer shall, within five (5) business days of Chevron ES' notice, designate in writing to Chevron ES which replaced equipment and materials that should not be disposed of off-site by Chevron ES (the "Retained Items"). It is understood and agreed to by both Parties that Customer shall be responsible for and designate the location and storage for the Retained Items. Chevron ES shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Chevron ES shall 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. Chevron ES shall not be responsible for the removal and/or disposal of any Hazardous Materials or substances except as required by the Scope of Work attached hereto.

SECTION 8. LOCATION AND ACCESS

Customer will provide sufficient space at the Facilities for the performance of the Work and the installation, storage, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Customer shall provide access to the Facilities, including parking permits and identification tags, for Chevron ES and subcontractors to perform its Work hereunder during regular business hours, or such other reasonable hours as may be requested by Chevron ES and acceptable to Customer. The Customer shall also either provide a set or sets of keys to Chevron ES and its subcontractors (signed out per Customer policy) or provide a readily available security escort to unlock and lock doors. Customer shall not unreasonably restrict Chevron ES' access to Facilities to make emergency repairs or corrections as it may determine are needed.

SECTION 9. INDEMNIFICATION / INSURANCE / BONDS

Section 9.1. Indemnification. To the full extent permitted by law, each Party shall indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity in whole or in part, arising out of that Party's activities hereunder, including the activities of other persons employed or utilized by that Party in the performance of this Contract excepting liabilities due to the negligence or willful misconduct of the indemnified Party. This indemnification obligation is not limited in any way by any limitations of any insurance held or provided by Chevron ES and shall continue to bind the parties after termination/completion of this Contract.

Section 9.2 Waiver of Consequential Damages and Limitation of Liability. Under no circumstances will either Party be liable to the other Party for any special, indirect, incidental, consequential or punitive damages, however caused and on any theory of liability. "Consequential damages" includes, but is not limited to, operational losses in the performance of business including lost revenues and any increase in operating expense, and any lost profits. It is expressly understood and agreed to by both Parties that each Party's liability to the other shall be limited to reimbursement of only those Losses arising solely from a Party's breach of this Contract, negligence or willful misconduct. "Losses" means claims, actions, direct damages, liabilities, costs and/or expenses (including reasonable attorneys' fees).

Section 9.3 Chevron ES Insurance. Chevron ES shall maintain, prior to the commencement of work and for the duration of this Contract, the insurance coverage outlined in (i) through (vii) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Customer on an annual basis, prior to policy expiration, via a Certificate of Insurance or a Self Administered Claims Letter.

(i) Workers' Compensation/Employers Liability for states in which Chevron ES is not a qualified self-insured. Limits as follows:

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- * Workers' Compensation - Statutory
 - * Employers Liability - Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit
- (ii) Commercial General Liability insurance with limits of :
- * \$1,000,000 per occurrence for Bodily Injury and Property Damage
 - * \$1,000,000 General Aggregate - other than Products/Completed Operations
 - * \$1,000,000 Products/Completed Operations Aggregate
 - * \$1,000,000 Personal & Advertising Injury
 - * \$ 100,000 Fire Damage

Coverage to be written on a Claims-made form. Coverage to be at least as broad as ISO form CG 002 (07/98), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard.

(iii) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident for coverage of bodily injury and property damage. Coverage to be written on an Occurrence form.

- (iv) Professional Liability insurance with limits of:
- * \$1,000,000 per occurrence
 - * \$1,000,000 aggregate

Coverage to be written on a Claims-made form.

- (v) Excess Liability insurance. Limits as follows:
- * \$1,000,000 each occurrence
 - * \$5,000,000 aggregate

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

(vi) Policy Endorsements.

- * The insurance specified in clause 10.3(i) above shall contain waivers of subrogation rights against Customer.
- * The insurance provided for Commercial General Liability and Auto Liability above shall:
 - (a) include the Customer as an additional insured with respect to Work performed under this Contract, and
 - (b) provide that the insurance is primary coverage with respect to all insureds and shall not be considered contributory insurance with any insurance policies of the Customer.

(vii) In lieu of any insurances required in this Section, Chevron ES may self insure hereunder and use a Self Administered Claims Program for this purpose. Chevron ES will notify Customer in writing 30 days prior to cancellation of the Self Administered Claims Program.

Section 9.4 Performance and Payment Bonds. Prior to commencing Work under this Contract, Chevron ES shall 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 "Contract Bonds"). The Contract Bonds shall be maintained in full force and effect until Final Completion. The bonds are not being furnished to cover the performance of any energy guaranty or guaranteed savings under this Contract. Customer agrees that upon Final Completion, the Performance and Payment Bonds shall be released and all obligations arising thereunder shall be terminated. AIA Bond forms will be used.

SECTION 10. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 10.1 Force Majeure Events. Neither Party shall be considered to be in default in the performance of any material obligation under this Contract (other than the obligation to make payments) when a failure of performance shall be due to an event of Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome. A list of Force Majeure events are listed in the Definition section of **Attachment B, "Design/Build Terms and Conditions"** attached hereto. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party.

Section 10.2 Utility Work. Customer expressly understands and agrees that the definition "Force Majeure" above also includes any Interconnection Facilities work that may need to be performed by the local Utility ("Utility") in order for Chevron ES to fully implement the Project. "Interconnection Facilities" shall mean 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 a separate contract between Customer and the Utility.

SECTION 11. EVENTS OF DEFAULT

Section 11.1. Events of Default by Customer. Each of the following events or conditions shall constitute an "Event of Default" by Customer:

(i) any failure by Customer to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Customer demanding that such failure to perform be cured; provided that (i) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of Customer pursuant to Section 10 above; and (ii) if such cure cannot be effected in thirty (30) calendar days, Customer shall 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 Customer in this Contract which was false or misleading in any material respect when made; or

(iii) any failure by Customer to pay any amount to Chevron ES which is not paid within ten (10) days of written notice from Chevron ES that the amount is past due.

Section 11.2. Events of Default by Chevron ES. Each of the following events or conditions shall constitute an "Event of Default" by Chevron ES:

(i) any failure by Chevron ES to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Chevron ES demanding that such failure to perform be cured; provided that (i) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of Chevron ES pursuant to Section 10 above, and (ii) if such cure cannot be effected in thirty (30) calendar days, Chevron ES shall 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 Chevron ES in this Contract which was false or misleading in any material respect when made; or

(iii) any lien or encumbrance is placed upon the equipment by any subcontractor, laborer, or supplier of Chevron ES, which is not timely removed by Chevron ES; provided that Chevron ES has been duly paid for the Work and such lien or encumbrance is not the result of any act or failure to act of Customer.

SECTION 12. REMEDIES UPON DEFAULT

Section 12.1. Remedies upon Default by Customer. If an Event of Default by Customer occurs, Chevron ES will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to Section 16 below including, without limitation, terminating this Contract or recovering amounts due and unpaid by Customer, and/or damages which shall include Chevron ES' 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; legal fees and arbitration costs; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest (as defined in Attachment B, Article 1) 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 12.2. Remedies Upon Default by Chevron ES. If an Event of Default by Chevron ES occurs, Customer shall be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to Section 16 below, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by Chevron ES and/or damages, which shall include Customer'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; legal fees and arbitration costs; and any payment or delivery required to have been 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 13. ASSIGNMENT

Section 13.1. Assignment. This Contract may not be assigned by either party in whole or in part without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided however, that Chevron ES may assign this Contract and all related contracts without the consent of Customer (i) to an affiliate; (ii) to an entity that is controlled by, controls, or is under common control with Chevron ES; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law; and provided further that Chevron ES may assign its rights, but not its obligations, under this Contract and all related contracts without the consent of Customer to (x) a lender providing financing to Chevron ES, or (y) a special purpose entity that is an affiliate of or is controlled by such lender. This Contract will be binding on, enforceable by, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.

SECTION 14. SUBCONTRACTORS

Section 14.1 Authority to Subcontract. Chevron ES may delegate its duties and performance under this Contract, and shall have the right to enter into agreements with any subcontractors and other service or material providers as Chevron ES shall select in its discretion to perform the Work hereunder. Chevron ES shall not be required to enter into any subcontracts with parties whom Chevron ES has not selected or subcontractors whom Chevron ES has objection to using.

Section 14.2 Prompt Payment of Subcontractors. Chevron ES shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of the law from arising against any Customer property, against the contractor's rights to payments hereunder, or against Customer.

Section 14.3 Responsibility. Chevron ES shall, at all times, be responsible for the negligent acts, errors and/or omissions of its subcontractors and agents. Nothing in this Contract shall constitute any contractual relationship between any others and the Customer or any obligation on the part of the Customer to pay, or to be responsible for the payment of, any sums to any Chevron ES subcontractors.

SECTION 15. DISPUTE RESOLUTION

Section 15.1 Dispute Resolution. In the event of a dispute, claim, or controversy arising out of or in connection with this Contract, the Parties through their designated representatives/program managers agree to confer and attempt to resolve the matter informally. If such dispute cannot be resolved in this manner within ten (10) business days after notice of the dispute is given to the other Party, then the matter shall be referred to the Parties' senior officers for their review and resolution. If the matter can not be resolved by such officers within fifteen (15) business days following such referral, the matter shall be arbitrated and either Party may file a written demand for arbitration with the Judicial Arbitration & Mediation Services ("JAMS") and shall send a copy of such demand to the other Party. The arbitration shall be conducted pursuant to the appropriate JAMS Arbitration Rules in effect at the time the arbitration is commenced. For amounts in excess of \$250,000, JAMS Comprehensive Arbitration Rules and Procedures shall apply. For lesser disputed amounts, JAMS Streamlined Arbitration Rules and Procedures shall apply. The award rendered by the arbitrator shall be final and binding on the Parties and shall be deemed enforceable in any court having jurisdiction thereof and of the Parties. The arbitration shall be heard by one arbitrator, who shall have experience in the general subject matter to which the dispute relates. The arbitration shall take place at the JAMS office geographically closest to the site where the Work or Services has been performed.

Section 15.2 Attorneys' Fees. The prevailing Party in any action or arbitration proceeding brought to enforce the terms of this Contract or arising out of this Contract (including actions to enforce an arbitration award) may recover its reasonable costs and attorneys' fees expended in connection with such an action or arbitration proceeding from the other Party.

SECTION 16. REPRESENTATIONS AND WARRANTIES

Each Party warrants and represents to the other that:

(i) it has all requisite power, authority, licenses, permits, or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(ii) the execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, Chevron ES' Board of Directors and Customer's governing entity, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(iii) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under 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, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 17. WAIVER OF LIENS

Upon request from Customer, Chevron ES shall provide Customer with Progress Payment Waivers and Releases for Work Chevron ES has been paid up to that date. Upon receipt by Chevron ES of final payment for the Work (including payment of any retentions), Chevron ES will provide Customer with a Final, Unconditional Waiver and Release.

SECTION 18. TERMINATION

Section 18.1 Termination for Cause. If there is an Event of Default by either Party under this Contract, pursuant to the provisions of Section 12 unless such Event of Default has been cured within the applicable time periods for a cure set forth in such Section 12 in addition to the remedies provided for in Section 13 the non-defaulting Party may terminate this Contract by providing three (3) business days' notice to the defaulting Party in the case of a monetary default and ten (10) business days' notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party shall promptly return to the other all papers, materials, and property of the other held by such Party in connection herewith. Each Party shall 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 the Contract is so terminated, Chevron ES shall 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 18.2 Termination for Convenience. Both Chevron ES and Customer have the right to terminate this Contract upon mutual written agreement by both Parties hereto. If the Contract is so terminated by mutual agreement, Chevron ES shall be entitled to payment for all Work performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

SECTION 19. CONSTRUCTION OF CONTRACT

**Energy Services Contract
City of Lemoore and Chevron Energy Solutions Company**

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the intent of the Parties when such Contract was executed.

SECTION 20. BINDING EFFECT

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

SECTION 21. INDEPENDENT CONTRACTOR

The Parties hereto agree that Chevron ES, and any agents and employees of Chevron ES, its subcontractors and/or consultants, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of Customer.

SECTION 22. NO WAIVER

The failure of Chevron ES or Customer to insist upon the strict performance of the terms and conditions of this Contract shall 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 Chevron ES or Customer.

SECTION 23. SEVERABILITY

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

SECTION 24. ORDER OF PRECEDENCE

This Contract, when executed, together with all Attachments, shall constitute the entire Contract between the Parties; and the Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. If there are any inconsistencies between the Contract, Attachments, and Construction Documents as defined in the General Terms and Conditions for Implementation and Construction, these inconsistencies shall be resolved by giving precedence in the order listed below:

- (1) Energy Services Contract
- (2) Attachment A – "General Terms and Conditions"
- (3) Attachment D – "Scope of Work"
- (4) Attachment C – "Customer's Facilities and Existing Equipment"
- (5) Construction Documents
- (6) Attachment B – "Design/Build Terms and Conditions"
- (7) Attachment G – "Standards of Occupancy & Control"
- (8) Attachment F – "Progress Payment Schedule"
- (9) Attachment E – "Project Schedule"
- (10) Attachment I – "Financial Proforma"
- (11) Attachment J – "Lighting Audit"

SECTION 25. APPLICABLE LAW

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California. The Parties consent to personal jurisdiction and venue of the State and Federal Courts within the Kings County, California.

SECTION 26. NOTICE

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

TO CHEVRON ES: Chevron Energy Solutions Company
2929 East Imperial Highway, Suite 200
Brea, CA 92821
Tel: 714-577-1430
Fax: 714-577-1330
Attention: Jonathan Brown, Project Manager

With a COPY TO: Legal Department
Chevron Energy Solutions Company
345 California Street, 18th Floor
San Francisco, CA 94104-2624
Tel: 415-733-4500
Fax: 415-733-4957
Attention: Contract Administrator

TO CUSTOMER: City of Lemoore
 119 Fox Street
 Lemoore, CA 93245
 Tel: 559-924-6700
 Fax: 559-924-9003
 Attention: Jeff Britz, City Manager

With a COPY TO: Office of _____

 Street Address
 City, CA zip
 Tel:
 Fax:
 Attention:

SECTION 27. HEADINGS

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

SECTION 28. CONFLICTS OF INTEREST

Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, no Party nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, no Party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any Affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such Affiliate. A Party shall promptly notify the other Parties of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. Any representative of any Party, authorized by that Party, may audit the records of the other Parties related to this Contract, including the expense records of the Party's employees involved in this Contract, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this Section.

SECTION 29. CREDITWORTHINESS

If, at any time, Customer's credit rating falls below investment grade as defined by Moody's Investors Services (or other nationally-recognized independent rating agency), Customer agrees to provide Chevron ES with current information regarding its creditworthiness upon the request of Chevron ES. At its sole option, Chevron ES may then require Customer to provide security satisfactory to Chevron ES, and the Work may be withheld until such security is received. If Customer deposits the contract amount into a third-party escrow account with an escrow agent and agreement acceptable to Chevron ES, then the terms of this paragraph are not applicable.

**ATTACHMENT B
DESIGN/BUILD TERMS AND CONDITIONS**

ARTICLE 1. DEFINITIONS

For purposes of the Energy Services Contract, and its Attachments, the defined terms herein shall have the meaning set forth as follows:

1. **Applicable Laws**: “Applicable Laws” shall mean all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the performance of the Work, as may be in effect at the time the Work is undertaken.
2. **Applicable Permits**: “Applicable Permits” shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the performance of the Work, as may be in effect at the time the Work is undertaken.
3. **Beneficial Use**: “Beneficial Use” shall mean when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are being used for their intended purpose. A Certificate of Beneficial Use, which identifies when Customer took Beneficial Use of the Work, shall be prepared and issued by Chevron ES to the Customer and Subcontractor. Beneficial Use of equipment/systems criteria shall be established as defined in Attachment D, “Scope of Work” attached hereto.
4. **Change**: “Change” shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the Scope of Work that is specified by the Contract. An unforeseen condition experienced by Chevron ES during the course of the Work is included within the definition of “Change”.
5. **Change Order**: “Change Order” shall mean a written document signed by both Chevron ES and the Customer that authorizes Chevron ES to perform a change and/or modification to the Scope of Work. The Change Order shall modify the Scope of Work and shall identify: (1) the change and/or modification to the Scope of Work; (2) any additional compensation to be paid to Chevron ES to perform such change and/or modification; and (3) any extensions of Time to the Project Schedule to perform such change and/or modification.
6. **Claims**: “Claims” shall mean any and all actions, claims, losses, damages, expenses, or liabilities of either party arising from or as a result of these Terms and Conditions, the Contract, any addenda to the Contract, and/or Change Orders.
7. **Construction**: “Construction” shall mean any Work to be performed that involves any and all construction, alteration, repair, installation 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.
8. **Construction Documents**: “Construction Documents” shall mean the final designs, drawings, and specifications 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 the Contract and its Attachments.
9. **Contract**: “Contract” shall mean the Contract and all Attachments attached thereto which are incorporated therein, as it may be amended or modified from time to time in accordance with the provisions thereof.
10. **Contract Amount**: “Contract Amount” shall mean the amount of compensation that shall be paid by Customer to Chevron ES for performing the Work in accordance with the Scope of Work, attached hereto as Attachment D.
11. **Contract Term**: The “Contract Term” shall commence on the Contract Effective Date and cease upon Final Completion.
12. **Contract Documents**: “Contract Documents” shall mean the Energy Services Contract, its Attachments, Construction Documents, Change Orders, and any amendments thereto.
13. **Contract Effective Date**: “Contract Effective Date” shall mean the date the Contract is fully executed and is in full force and effect.
14. **Excusable Delay**: “Excusable Delay” shall mean Chevron ES shall be entitled to an extension of Time and/or additional compensation caused by an Excusable Delay that shall be defined as (1) by an act or failure to act of, or other delay caused by, Customer or its agents or employees; (2) by failures of any governmental authorities to make timely inspection of the Work or by unanticipated efforts necessary to secure governmental approvals for the Project; (3) by delays resulting from the securing of permits for the Work; (4) by labor disputes, fire, vandalism, delay in manufacturing and deliveries; (5) by adverse weather conditions not reasonably anticipated; (6) by unforeseen site conditions, including discovery or existence of Hazardous Substances; (7) by unavoidable casualties or other causes beyond Chevron ES' control; (8) by delays caused by processing Change Orders requested by or agreed to by Customer, or resulting from the implementation of any Change Order; or (9) by delay caused by pending arbitration, or (10) any other cause outside Chevron ES' control.
15. **Final Completion**: “Final Completion” shall mean when 100% of the engineering and construction Work as identified in the Scope of Work has been completed, including completion of all required training, and delivery to the Customer of the final close-out documentation (as-built drawings, O&M Manuals, and warranty documentation). A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work. A Certificate of Final Completion will be executed at the Final Completion of the entire Work.
16. **Force Majeure**: “Force Majeure” shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome, including acts of God and the public enemy; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local Utility; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, strikes, labor or material shortages, delay in manufacturing and deliveries of equipment; sabotage; restraint by court order or public authority (whether

valid or invalid), and/or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the Party asserting the Force Majeure.

17. **Hazardous Substances:** "Hazardous Substances" shall mean 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; (i) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 United States Code ("U.S.C."), Section 6901 et seq.), as amended, and regulations promulgated thereunder; (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in U.S.C. Section 9601 et seq., as amended and regulations promulgated thereunder; and (iii) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.
18. **Installation:** "Installation" shall mean 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.
19. **Interest:** "Interest" shall mean interest calculated at the lesser of the per annum rate of interest announced from time to time by Citibank, at its "prime" rate for commercial loans plus two percent (2%) or the maximum rate permitted by Applicable Laws.
20. **Losses:** "Losses" shall mean claims, actions, damages, losses, liabilities, costs, and/or expenses including reasonable attorney's fees.
21. **Material Changed Condition:** "Material Changed Condition" shall mean one or more of the following conditions that impact the Project Schedule and/or the Contract Amount: (i) parties outside the control of Chevron ES caused delays in Project Schedule; (ii) the discovery of differing and unexpected site conditions not previously disclosed by Customer and could not have been readily discoverable by Chevron ES prior to start of Work; (iii) the discovery of Hazardous Substances not previously disclosed; (iv) adverse weather conditions not reasonably anticipated; (v) delay in equipment and material deliveries outside Chevron ES' control; and (vi) any other condition that could not have been reasonably anticipated by the Parties and is outside Chevron ES' control.
22. **Party or Parties:** "Party" or "Parties" shall mean Chevron ES, Customer, each or both of them, as the context may require pursuant to the terms and conditions of the Contract.
23. **Project:** "Project" shall mean the entirety of Work to be performed by Chevron ES pursuant to the terms and conditions of the Scope of Work, and any Change Orders, as well as all efforts of Customer, and other entities, all as an integrated whole.
24. **Project Location:** "Project Location" shall mean that area or areas where the Project materials and equipment and any other energy related equipment as described in the Scope of Work shall be performed and/or installed.
25. **Scope of Work:** "Scope of Work" shall mean the Work to be performed hereunder by Chevron ES, and/or Chevron ES' subcontractors, pursuant to the Scope of Work (as amended by Change orders), attached hereto as Attachment D, and in accordance with the terms and conditions of the Contract and its Attachments, as amended.
26. **Substantial Completion:** "Substantial Completion" shall mean the stage in the progress of the Work or portion of the Work, where the Work or portion of the Work is sufficiently complete in accordance with the Contract Documents so that Customer can utilize and take beneficial use of the Work for its intended use or purpose. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.
27. **Time:** "Time" shall mean the time period within which Chevron ES shall complete the Work in accordance with the Project Schedule.
28. **Work:** "Work" shall mean the design, procurement, installation and/or construction required for the Project and includes all labor necessary to produce such services, all materials, fabrication, assemblies, and equipment incorporated or to be incorporated in such construction necessary to achieve Final Completion of the Project, including such materials and equipment which may be consumed or use but not actually incorporated in such construction. The Work may include design, supplying, installing, constructing, maintaining, operating, and warranting certain materials and equipment, and providing any other energy-related services specified in the Scope of Work.

ARTICLE 2. PROJECT IMPLEMENTATION - GENERAL

1. **Project Meetings/Status Updates.** During the Design and Construction Phases of the Project, Chevron ES will meet with Customer to review equipment, scope of work, and installation plans that relate to the design and construction of the Project. Also during the course of the Work, Chevron ES will periodically provide reports to the Customer of the general status and progress of the Work.
2. **Project Location Access.** Customer hereby grants to Chevron ES, without cost to Chevron ES, all rights of ingress and egress at the Project Location identified in the Scope of Work, necessary for Chevron ES to perform all Work and provide all services contemplated by the Contract and the Scope of Work. Chevron ES shall provide 24 hour advanced notice to Customer for access to any Customer Facilities.
3. **Project Schedule.** The Project Schedule attached hereto as Attachment E, "Project Schedule", is a preliminary, estimated Project Schedule. During the course of Project implementation, both the Customer and Chevron ES shall perform their respective obligations in an expeditious manner that is consistent with reasonable skill and care for the type of project described in the Scope of Work and in keeping with the orderly progress of the Work pursuant to the terms of the Scope of Work. The estimated Project Schedule will be finalized during the completion of the Construction Documents, provided that such Final Schedule will be subject to amendment and revision to take into account any Excusable Delays (as defined herein). Subject to any such Excusable Delays, Chevron ES and its subcontractors shall work diligently to implement the Project in accordance with the Project Schedule and Chevron ES shall notify Customer regarding any and all revisions to the Project Schedule necessitated by such delay.

ARTICLE 3. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT.

1. General Provisions.

- (a) As soon as possible after the Contract Effective Date, Chevron ES will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work identified in Attachment D.
- (b) Upon the issuance of the Notice to Proceed and upon completion of the design phase, Chevron ES shall order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the Project Schedule.
- (c) Customer shall designate a single-point representative with whom Chevron ES shall consult on a reasonable, regular basis and who is authorized to act on Customer's behalf with respect to the Project design. Customer's representative shall render decisions in a timely manner with regard to any documents submitted by Chevron ES and to other requests made by Chevron ES in order to avoid unreasonable delay in the orderly and sequential progress of Chevron ES' design services.
- (d) Within ten (10) business days of Chevron ES' request, Customer shall:
 - 1) furnish all surveys or other information in Customer's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - 2) disclose any prior environmental review documentation and all known 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 where the Work will be performed pursuant to the Scope of Work;
 - 3) supply Chevron ES with all relevant information in Customer's possession, including any as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed pursuant to the Scope of Work; and
 - 4) 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 site essential to the execution of the Work.
- (e) All information furnished pursuant to this section shall be supplied at Customer's expense, and Chevron ES is entitled to rely upon the accuracy and completeness of all information provided. Customer acknowledges that any failure to provide the information specified in subsection (d) above to Chevron ES may result in an Excusable Delay as defined herein.
- (f) In the event that any information is disclosed under this section that constitutes a Change to the Work and/or is a Material Changed Condition, Chevron ES will provide notice to Customer within ten (10) business days after receipt of this information, and the parties will meet and confer with respect to those Changes. If Customer authorizes a Change Order, Chevron ES shall be compensated, and receive an extension of Time for performance, if necessary, to perform the additional Work in accordance with Terms and Conditions. If the parties are unable to agree on whether Customer's disclosed information constitutes a Change to the Work or a Material Changed Condition, those disputes shall be resolved in accordance with Section 15 of Attachment A of the Contract.
- (g) Chevron ES contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a Pre-Existing Condition by the Customer prior to the execution of the Contract. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the execution of the Contract shall constitute a valid basis for a Change Order pursuant to these Terms and Conditions.
- (h) Customer agrees that for the Work on the Project hereunder, Chevron ES shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Chevron ES shall have the exclusive right to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work

2. Review of Construction Documents.

- (a) Chevron ES will prepare and submit all designs, drawings, and specifications to the Customer for review. Customer shall review the documents and provide any comments in writing to Chevron ES within ten (10) business days after receipt of documents. Chevron ES will incorporate appropriate Customer comments into the final designs, drawings, and specifications, as applicable. The terms and conditions of any permit approvals required for the Project will be provided. Chevron ES reserves the right to issue the designs, drawings, and specifications in phases to allow the construction to be performed in phases. If Customer fails to provide written comments within the ten (10) business day period, Customer shall be deemed to have accepted and approved the documents.

- 3. Permits and Approvals.** The respective obligations of the Parties in obtaining permits and approvals are as specified in Section 6 of Attachment A of the Contract. Customer shall agree to any nonmaterial changes to the designs, drawings, and specifications required by any governmental authority having jurisdiction over the Work. The Contract Amount provided for in the Scope of Work shall be increased by any additional cost incurred by Chevron ES due to a change required by a governmental authority and the time required to complete the Work pursuant to the Project Schedule will be increased by the number of additional days required to complete the Work because of a governmentally imposed change in the Project.

- 4. Changes During Final Design Phase.** If during the design phase Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, as defined in Article 1 above, Customer shall be responsible for payment of the extra costs caused by such modifications and/or changes. Valid bases for additional compensation and/or Time extension include, but are not limited to: (i) Customer requests changes and/or modifications to the Project Scope of Work during the Project Design Phase; (ii) Customer caused delays during Chevron ES' 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 certain permits; (vi) damage to any equipment or other Work installed by Chevron ES caused by the act or omission of Customer, its agents or employees; (vii) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (viii) any other condition that would not reasonably have been anticipated by Chevron ES that modifies and/or changes the Scope of

Work that increases the agreed upon Contract Amount or increases in the Time needed to complete the Work identified in the Scope of Work.

ARTICLE 4. CONSTRUCTION PHASE.

1. **General Provisions.** Upon securing necessary permits, pursuant to Section 6 of Attachment A of the Contract, and acceptance and approval of Final Construction Documents by Customer, Chevron ES will commence the construction of the Project in accordance with the Final Construction Documents. The construction will be performed by Chevron ES and/or one or more licensed subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits.
2. **Chevron ES' Responsibilities During Construction Phase.**
 - (a) As an independent contractor to Customer, Chevron ES will be responsible for providing, or causing to be provided by Chevron ES' subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any Change Orders. Chevron ES is hereby required to 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. Chevron ES will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required by the final Construction Documents.
 - (b) Chevron ES will make all reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to Customer's operations at the Project Location. Chevron ES will provide at least thirty (30) calendar days written notice to Customer of any planned power outages that will be necessary for the construction. Chevron ES will cooperate with Customer in scheduling such outages, and Customer agrees to provide its reasonable approval of any scheduled outage.
 - (d) Chevron ES will be responsible for initiating and maintaining safety precautions and programs in connection with its construction of the Project. Chevron ES will take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (1) employees of Chevron ES and subcontractors performing Work under this Contract; (2) Chevron ES' property and other materials to be incorporated for the Project, under the care, custody, and control of Chevron ES or its subcontractors; and (3) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. Chevron ES will not be responsible for Customer's employees' safety unless Chevron ES' negligence in the performance of its Work is the proximate cause of the employee's injury.
 - (e) Based on the final Construction Documents, Chevron ES will pay for and obtain the required building permits for Project Construction. Customer will cooperate with Chevron ES in securing such permits. Customer shall be responsible for procuring all other necessary permits, if any.
 - (f) Chevron ES will maintain in good order at the Project Location copies of the Scope of Work, all Change Orders, the Contract (with all Attachments), one record copy of all drawings, specifications, product data, samples, manufacturer's operation & maintenance manuals, and other pertinent construction-related documents.
 - (g) **Systems Startup and Equipment Commissioning.** Chevron ES shall provide notice to Customer of any scheduled test(s) of installed equipment, and Customer and/or its designees shall have the right to be present at any or all such tests conducted by Chevron ES, any subcontractor, and/or manufacturers of the equipment. Chevron ES shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that Chevron ES provided and installed that may be observed during equipment commissioning procedures.
 - (h) The following duties shall be performed by Chevron ES:
 - Organize and conduct a pre-construction meeting with the Customer and each subcontractor.
 - Organize and conduct regularly scheduled progress meetings throughout the installation period.
 - Schedule and manage all subcontractors and related work.
 - Provide the Customer a single point of contact and responsibility of all work related to the project.
 - Investigate and resolve design, construction, and field issues as they arise during the project
 - Coordinate on-site work, and schedule accordingly with Customer.
 - Perform progress inspections throughout the installation period. Provide the Customer and Subcontractor with results of findings.
 - Identify any existing Customer equipment that is found during implementation of the work not to be functioning properly, and notify in writing to Customer.
 - Provide regular status reports to the Customer.
 - When appropriate, initiate a thorough inspection of the work with the Customer and Subcontractor to obtain substantial completion.
 - Check, test, and start-up each item of equipment.
 - Perform a point-by-point hardware commissioning of the Chevron ES installed energy management system. Identify any EMS items that are not functioning properly, and include on the punch list.
 - Identify any existing Customer equipment that is found during EMS commissioning not to be functioning properly, and notify in writing to Customer.
 - Perform a complete software/programming commissioning of the energy management system. Identify any EMS items that are not programmed per specification, and include on the punch list.
 - With the Customer and Subcontractor, perform final inspection of the Work.
 - Review subcontractor invoices and authorize payment as appropriate.
 - Obtain/prepare final as-built documentation for the project, and deliver to the Customer. Documentation shall include O&M manuals as appropriate, warranty information, and as-built drawings and related information.
 - Obtain a certificate of final completion, signed by the Customer, Subcontractor, and Chevron ES.

3. Customer's Responsibilities During Construction Phase.

- (a) Customer shall designate a single-point representative authorized to act on Customer's behalf with respect to Project construction and/or equipment installation. Customer may from time to time change the designated representative and shall provide notice to Chevron ES of such change. Any independent review of the construction shall be undertaken at Customer's sole expense, and it shall be performed in a timely manner so as to not unreasonably delay the orderly progress of Chevron ES' Work. Any independent review of the construction by Customer shall not relieve Chevron ES of any of its obligations or responsibilities hereunder.
- (b) Customer shall provide a temporary staging area for Chevron ES, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed.
- (c) Customer shall remain responsible for the maintenance of the portion of the Project Location that is not directly affected by Chevron ES' Work. Customer shall keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of Customer.
- (d) Customer shall be solely responsible for obtaining any required environmental clearance from and any special permits required by any federal, state, and local jurisdictions prior to scheduled construction start date.
- (e) Customer shall be responsible for the preparation of the designated Project Location site for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities.
- (f) Customer shall be solely responsible for the removal of any Hazardous Substances either known to Customer prior to the commencement of the Work or encountered by Chevron ES during the construction of the Project, if necessary in order for the Work to progress safely, that was not knowingly released or brought to the site by Chevron ES. Chevron ES will respond to the discovery of Hazardous Substances at or around the Project Location during the course of Chevron ES' construction in accordance with Section 6, "Hazardous Substances", below.
- (g) Customer shall coordinate the Work to be performed by Chevron ES with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that Chevron ES will coordinate the Interconnection Facilities work, if any, that will be performed by the local utility.
- (h) Customer shall allow Chevron ES and its Subcontractors access to and reasonable use of necessary quantities of Customer's water and other utilities, including electrical power, as needed for the construction of the Work, at no extra cost to Chevron ES.
- (i) Customer will provide Chevron ES and/or its Subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to Chevron ES, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) The Customer shall also do the following:
 - Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of work.
 - When appropriate, participate in the job inspection walk-through with Chevron ES and the subcontractor to determine Substantial Completion or beneficial use of major equipment. Sign the Certificate of Substantial Completion, as appropriate.
 - Perform a final walk-through of the project. Upon receipt of the O&M Manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
 - The Customer is encouraged to provide a staff member(s) (HVAC technician, etc.) to accompany Chevron ES during the EMS Commissioning. This is an excellent opportunity to learn in-depth the operation and installation of the EMS.
 - Provide knowledgeable staff to participate in the training programs, which will be scheduled in advance for proper coordination.
 - Upon the completion of the entire Scope of Work, including training, and close-out documents, sign a Certificate of Final Completion for Entire Implementation Project.

4. Changes During Construction.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work shall be authorized by a written Change Order signed by both Customer and Chevron ES. The Change Order shall state the change and/or modification to the Scope of Work, any additional compensation to be paid, or extension of Time, if needed, to Chevron ES to perform such change and/or modification. Chevron ES may, at its election, suspend performance of that portion of the Work affected by any proposed Change Order until an agreement has been reached with the Customer regarding the Change Order. Chevron ES will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change Order until such time as the Change Order is resolved. In addition, if Customer requests a proposal from Chevron ES for a change to the Scope of Work and Customer subsequently elects to not proceed with such change, Customer agrees that a Change Order shall be issued to reimburse Chevron ES for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by the Customer.
- (b) Change Orders Requiring Additional Compensation. If during construction Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, as defined in Article 1 above, Customer shall be responsible for payment of the extra costs caused by such modifications and/or changes and Chevron ES shall be entitled to additional compensation for the following reasons, that include, but are not limited to: (1) Customer requests changes

and/or modifications to the Project Scope of Work during the construction phase of the Project; (2) Customer caused delays during Chevron ES' construction work; (3) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (4) discovery of Hazardous Substances at or impacting the Project Location; (5) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any governmental authority having jurisdiction over the project; (6) damage to any equipment or other Work installed by Chevron ES caused by the act or omission of Customer, its agents or employees; (7) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (8) any other condition that would not reasonably have been anticipated by Chevron ES that modifies and/or changes the Scope of Work agreed upon in the Scope of Work that increases the agreed upon Contract Amount identified in the Scope of Work.

- (c) **Change Orders Requiring Additional Time / Excusable Delays.** If during construction Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, as defined in Article 1 above, the parties agree that a reasonable extension of Time to the Project Schedule may be necessary to perform such modifications and/or changes. In addition, if Chevron ES is delayed at any time in the progress of the Work for any reason beyond its control, including, but not limited to, any of the following (each defined as an "Excusable Delay"): (1) by an act or failure to act of, or other delay caused by, Customer or its agents or employees; (2) by failures of any governmental authorities to make timely inspection of the Work or by unanticipated efforts necessary to secure governmental approvals for the Project; (3) by delays resulting from the securing of permits for the Work; (4) delays caused by changes and/or modifications to the Scope of Work as required by any governmental authority having jurisdiction over the project; (5) by labor disputes, fire, vandalism, delay in manufacturing and deliveries; (6) by adverse weather conditions not reasonably anticipated; (7) by unforeseen site conditions, including discovery or existence of Hazardous Substances; (8) by unavoidable casualties or other causes beyond Chevron ES' control; (9) by delays caused by processing Change Orders requested by or agreed to by Customer, or resulting from the implementation of any Change Order; or (10) by delay caused by pending arbitration, then the targeted milestone dates set forth in the Project Schedule shall be reasonably extended by a Change Order, executed by both Customer and Chevron ES. Prior to the extension of such milestone dates, Chevron ES will use reasonable efforts to make up such delays, including authorizing overtime payments (provided that Customer 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) **Material Changed Conditions/ Conditions Beyond Chevron ES' Control.** Chevron ES will provide written notice to Customer of any Material Changed Condition and or any Force Majeure event, as such terms are defined in Article 1 above, within ten (10) business days of Chevron ES' first discovery of such Material Changed Condition. In the event that Chevron ES' notice concerns unanticipated subsurface conditions, including soil conditions, or Hazardous Substances, Chevron ES will not disturb the condition until said notice has been given to Customer, and Customer has had a reasonable opportunity to investigate the condition. If there is a disagreement between Customer and Chevron ES as to whether a Change Order should be issued and executed because of the Material Changed Condition and/or condition beyond Chevron ES' control, those disputes shall be resolved in accordance with the provisions of Section 16, "Dispute Resolution", of Attachment A of the Contract. Pending the resolution of any dispute between Chevron ES and Customer concerning a Material Changed Condition and/or change beyond Chevron ES' control, Chevron ES reserves the right to suspend Work pending the resolution of the dispute.

5. **Minor Changes to Scope of Work.** Chevron ES shall have authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the final Construction Documents, as amended by Change Order, without prior notice to Customer. Chevron ES will either promptly inform Customer, in writing, of any minor changes made during the implementation of the Project, or make available to Customer at the site a set of as-built drawings that will be kept current to show those minor changes.
6. **Hazardous Substances.** Chevron ES will promptly provide written notice to Customer if Chevron ES 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. Chevron ES shall have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of any work unless otherwise specified in the Scope of Work. Customer shall be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. Customer shall be responsible for complying 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 shall execute all generator manifests with respect thereto. Chevron ES shall 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, Customer shall provide Chevron ES, within ten (10) business days of the execution of this Contract, 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 Work area, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, no 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 no unsafe working conditions at the Facilities.

Customer shall indemnify, defend, and hold Chevron ES harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs, costs associated with delay or work stoppage, and third party claims (hereinafter "Liability"), that in any way result from or arise under from such Customer owned or generated hazardous materials and substances, except for liabilities due to Chevron ES', or its subcontractors, agents representatives, and employees', negligent or willful misconduct in handling, disturbance, or release of Hazardous Materials or Substances. This indemnification shall survive any termination of this Contract.

7. **Pre-Existing Conditions.** Certain pre-existing conditions may be present within the Customer's facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of Chevron ES' Work, (iii) may cause Chevron ES' completed Work to be non-compliant with applicable codes, (iv) may prevent the Customer from realizing the full benefits of Chevron ES' Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of Chevron ES' Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, Chevron ES shall not be responsible for repairing such pre-existing conditions unless such is expressly provided for in the Scope of Work or an approved change thereto. Chevron ES, in its sole discretion, may determine whether it will bring said pre-existing conditions into

compliance by agreeing to execute a change order with the Customer for additional compensation and, if appropriate, an extension of time. Examples of pre-existing conditions include, but are not limited to, the following:

- With respect to lighting equipment maintenance and/or lamp and ballast retrofit work, the Customer shall be responsible for properly grounding lighting fixtures before Chevron ES commences work in compliance with applicable codes.
- With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, the Customer shall be responsible for providing an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest National Electrical Code ("NEC"). Chevron ES' Scope of Work shall include properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
- Where Chevron ES' Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor shall be included in the lighting circuits. The Customer 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.
- With respect to Chevron ES projects with new equipment connecting to the facility's existing electrical distribution system, Chevron ES shall 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 Customer is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and Guidelines.
- Chevron ES is not responsible for repairing or replacing existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew.
- Chevron ES shall not be responsible for existing damaged pipes, valves, and related parts and components due to a lack of water treatment.
- Existing pneumatic control systems that remain in place shall be properly maintained (use of air dryer, clean filter, etc.) by the Customer such that oil or moisture does not reach the control and operating devices.
- Unless specifically included in the 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, Customer may repair or compensate Chevron ES for repair / replacement of the device.

ARTICLE 5. PROJECT COMPLETION.

1. **Substantial Completion / Reduction of Retention:** At the time the Work is Substantially Complete in conformance with the Scope of Work and Construction Documents, Chevron ES will supply to Customer a written Certificate of Substantial Completion. Customer shall within ten (10) business days of receipt of the Certificate of Substantial Completion, review the Work for the sole purpose of determining that it is substantially complete and in substantial conformance with the Scope of Work, final Construction Documents and any Change Orders, and sign and return the Certificate of Substantial Completion to Chevron ES acknowledging and agreeing: (1) that the Work is substantially complete in accordance with the Contract Documents so Customer can occupy or utilize the Work for its intended use; (2) the date of such Substantial Completion; (3) that from the date of Substantial Completion Customer will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of the Work. Customer agrees that approval of the Certificate of Substantial Completion shall not be unreasonably withheld. Title to any and all of the materials and equipment installed shall pass from Chevron ES to Customer upon the date of Substantial Completion. At such time, the retention withheld by Customer shall be reduced to five (5%) percent.
2. **Final Completion:** When Chevron ES considers the Work to be fully complete in accordance with the Scope of Work, Chevron ES will notify the Customer that the Work is fully complete and ready for final inspection. The Customer shall inspect the Work to verify the status of Final Completion within ten (10) business days after its receipt of Chevron ES' certification that the Work is Complete. If Customer does not verify the Final Completion of the Work with this period, the Work shall be deemed fully completed. If Customer determines that any Work is incomplete and/or defective, the Customer shall promptly notify Chevron ES in writing of such incomplete and/or defective work, itemizing and describing such remaining items with reasonable particularity. Chevron ES will, in a reasonable amount of time, complete any incomplete items or remedy defective items after which Chevron ES shall provide written notice to the Customer that the Work is fully complete. Customer shall re-inspect all work completed or remedied by Chevron ES within ten (10) business days of Chevron ES' notice of completion from Chevron ES that the Work is complete. If the Customer does not re-inspect the Work within the ten (10) business day period, the Work shall be deemed fully complete. When the Customer agrees that the Work is fully completed in accordance with the Scope of Work and Contract Documents, Customer shall give Chevron ES written notice of acceptance of the Work and Final Completion and will issue a Final Completion Certificate to Chevron ES. At that time, Customer shall pay Chevron ES any remaining Contract Amount due and any outstanding retainage being withheld by the Customer.

**ATTACHMENT C
CUSTOMER'S FACILITIES**

The following Customer Facilities are included under the Scope of Work as listed below:

Facility	Location
City Hall	119 Fox Street
Civic Auditorium	435 C Street
Council Chambers	429 C Street
Fire Station (Main)	210 Fox Street
Lemoore Municipal Complex (LMC)	711 Cinnamon Drive
Police Department	657 Fox Street
Veterans Memorial Building and Teen Center	411 West D Street
Waste Water Treatment Plant	1145 Vine Street
Parks	
19 th Avenue Park	19th Avenue and Highway 198
City Park	Bush (Corner of Bush and Fox Sts.)
Devalaqua Park	(Future)
Heritage Park	Armona Road (Between 18th and 17th Aves.)
Lions Park	Fox Street (between Cinnamon & Hanford-Armona Rd.)

ATTACHMENT D SCOPE OF WORK

Energy Conservation Measures (ECMs) to be implemented

ECM #	Description	Location
L-1	High-Efficiency Lighting Upgrade	City Hall Civic Auditorium Council Chambers Fire Station (Main) Lemoore Municipal Complex (LMC) Police Department Veterans Memorial Building and Teen Center Heritage Park – Bike Path
L-2	Natural Day-lighting	Lemoore Municipal Complex
M-1	Mechanical Equipment Efficiency Upgrade	City Hall Lemoore Municipal Complex (LMC)
R-1	Roof Replacement	Lemoore Municipal Complex (LMC)
RE-1	Photovoltaic Solar Energy System	Lemoore Municipal Complex (LMC) Police Department
W-1	Waste Water Circulation System	Waste Water Treatment Plant
W-2	Weather Based Irrigation System	19th Avenue Park City Park Devalaqua Park Heritage Park Lions Park

General Conditions Scope to be provided by Chevron ES:

- Project management and engineering.
- Construction management and supervision. A Chevron ES construction manager will be assigned to this project and will be responsible for monitoring the on-site construction on a daily basis.
- Construction support services including proper disposal of all non-hazardous refuse, supply of portable toilets and on-site construction trailer.
- System startup, acceptance testing, commissioning, and training as needed on all systems provided under this contract.
- One year parts and labor warranty upon beneficial use on all systems provided under this contract.
- Manufacturers' warranty will be extended to the City.
- As-built documentation will be provided for all the work.

ECM L-1 High-Efficiency Lighting Upgrade

Refer to Attachment J of this Contract for a line-item accounting of the proposed fixtures.

Existing light fixtures will be retrofitted with energy efficient lamps and electronic ballasts as outlined in Attachment J.

Lighting Scope of Work to be provided by Chevron ES:

- Provide system components necessary for the turn-key installation, including the equipment and materials needed to meet the specified requirements.
- An effort has been made for the standardization of lamps and ballasts. Included in this are LED exit signs, T8 lamps and ballasts, linear fluorescent lighting fixtures, H.I.D. fixtures and lamps, and compact fluorescent hard-wired fixtures and lamps.
- Fixtures mounted below 15', above finished floor, shall be cleaned.
- Exit signs to be replaced will be with new LED exit signs appropriate for emergency lighting systems.
- Broken and yellowed lenses identified in the audit will be replaced as part of this scope of work.
- Broken and compromised lamp holders and sockets will be replaced as part of this scope of work.
- The work will be completed during normal business hours whenever possible with minimal disruption to normal building/facility operation.
- Disposal of old lamps and ballasts per EPA, State and local regulations is included.
- Provide three (3) copies of O&M manuals.

Exclusions:

Chevron ES has assumed that the buildings are code compliant. Chevron ES has excluded any upgrade to any building electrical system to local, state or federal building or safety codes. Scope of work excludes replacing conductors, conduit, and grounding system. Existing emergency and egress lighting will not be altered, relocated or removed except as documented in the lighting audit.

ECM L-2 Natural Day-lighting

Chevron ES will furnish and install forty (40) new 54" x 54" (general opening) skylights on the eastern half and four (4) skylights on the western half of the Lemoore Municipal Complex. The skylight installation will be coordinated with the installation of the new roof (ECM R-1). The skylights layout will maximize daylight distribution throughout the warehouse. The skylights will comprise of a clear primary dome and a white acrylic secondary dome. The self flashing 4-inch high aluminum curb frame will be insulated with a polyurethane thermal barrier. All joining aluminum edges shall be tungsten inert gas welded and joining thermal barrier sealed at joint with butyl sealant.

Exclusions:

The removal and relocation of conduit, piping and other material or equipment suspending from the underside of the roof within the warehouse is excluded.

ECM M-1 Mechanical Equipment Efficiency Upgrade

City Hall – Heating Ventilation and Air Conditioning (HVAC) Upgrade:

- Furnish and install one (1) 4-ton Carrier® (or Trane®) rooftop packaged unit with natural gas heat to replace an existing unit of similar size and capacity. The new unit shall have a minimum Seasonal Energy Efficiency Ratio (SEER) of 13.
- Furnish and install one (1) 6-ton Carrier® (or Trane®) rooftop packaged units with natural gas heat to replace an existing unit of similar size and capacity. The new units shall have a minimum SEER of 13.
- Furnish and install one (1) 4-ton split system (air handler and condensing unit) to replace an existing unit of similar size and capacity.
- Furnish and install one (1) 3.5-ton split system (air handler and condensing unit) to replace an existing unit of similar size and capacity.
- Provide adaptor curbs, duct transition, anchorages and flashing as needed for all units.
- Proper disposal of all existing equipment to be replaced.
- Provide economizer, thermostats, smoke detectors, CO₂ sensors, weather tight flex, rigid gas connection and copper condensate lines for all new rooftop packaged units.
- Provide as needed new line voltage extension, thermostat wiring, (3) phase disconnect, strapping or bracing of rigid conduit for all new units.
- Furnish and install new supply and return ducting as needed for second floor, north side offices.
- Provide an air balance for the second floor.
- Perform and document HVAC system commissioning for all new units.
- HVAC installation work will not be performed between May 15, 2008 and September 15, 2008, provided the project is approved by January 15, 2008.

Lemoore Municipal Complex – HVAC Upgrade:

- Furnish and install one (1) 2-ton Carrier® (or Trane®) rooftop packaged unit with natural gas heat to replace an existing unit of similar size and capacity. The new unit shall have a minimum SEER of 13.
- Furnish and install one (1) 3.5-ton Carrier® (or Trane®) rooftop packaged unit with natural gas heat to replace an existing unit of similar size and capacity. The new unit shall have a minimum SEER of 13.
- Furnish and install one (1) 4-ton Carrier® (or Trane®) rooftop packaged unit with natural gas heat to replace an existing unit of similar size and capacity. The new unit shall have a minimum SEER of 13.
- Provide adaptor curbs, duct transition, anchorages and flashing as needed for all units.
- Proper disposal of all existing equipment to be replaced.
- Provide economizer, thermostats, smoke detectors, CO₂ sensors, weather tight flex, rigid gas connection and copper condensate lines for all new rooftop packaged units.
- Provide as needed new line voltage extension, thermostat wiring, (3) phase disconnect, strapping or bracing of rigid conduit for all new units.
- Furnish and install new supply and return ducting as needed for first floor, north side, middle offices.
- Provide an air balance for the first floor north side middle offices.
- Perform and document HVAC system commissioning for all new units.
- HVAC installation work will not be performed between May 15, 2008 and September 15, 2008, provided the project is approved by January 15, 2008.

Exclusions for all sites:

Structural engineering and upgrades are excluded.
Connecting the HVAC systems to existing fire alarm systems is excluded.

ECM R-1 Roof Replacement

Chevron ES will perform the following work:

- Inspect metal deck and repair areas of rust or deflection, as necessary, to provide proper substrate to accept new roofing.
- Remove and replace existing gutters with new 22 gauge galvanized gutters and downspouts.
- Install wood nailers along drip edge (throughout project) and at top of parapet (lower office roof).
- Install EPS foam filler in roof flute.

- Install ¼" DensDeck® fireboard over entire roof area, mechanically fasten per manufacturers requirement using proper length fasteners to penetrate metal deck by not less than ½" to ensure required holding strength.
- Install IB Roof Systems' 80 mil single ply roof membrane system using fully adhered method, including pipe boot flashing, curb details, parapet covering and coated edge metal detail and membrane termination as per warranty requirements.
- Infill internal gutter at office roof and install new cricket system to direct water through openings in parapet wall.
- Provide and install walkway pads to serviceable roof top equipment and at all roof access locations (up to 750 linear ft.).
- Provide manufacturer's 20 year no dollar limit warranty with representative on-site inspections at years 2, 5, 10, and 15.
- Install forty (40) skylights, including cutting of decking, framing of support frame and flashing to roof membrane and setting of lens.
- Provide and install new 22 gauge galvanized coping metal cap in front office parapet.
- The necessary structural upgrades to the roof are included.

Exclusions:

- Steel members affected by rust will be identified. Treatment and coating of the rust is not included.
- Existing conduit, piping and/or exposed wiring across the roof will be lifted and replaced. New conduit, piping and wiring is not included.
- Roof area for project excludes storage roof at south end of building and corrugated metal roof along west side.

ECM RE-1 Photovoltaic Solar Energy Systems

Lemoore Municipal Complex (LMC)

Chevron ES will turnkey design-build a 106 kW DC photovoltaic array mounted on the roof of the Lemoore Municipal Complex. The system will comprise of Uni-solar thin film photovoltaic panels, conduit and conductors, combiner boxes, disconnect switches, an inverter and a net-generating output meter. The solar panels will be connected to the nearest existing electrical panel to minimize site trenching and line loss.

Police Department

Chevron ES will turnkey design-build a 48 kW DC photovoltaic carport mounted array located at the Police Vehicle parking lot. The carport will be constructed from structural steel and will be approximately 169 feet by 24 feet. The solar panels will be mounted on the carport and the electrical inverter will be located across the parking lot next to the existing electrical panel. No more than two parking spaces will be removed. The point of electrical connection will be at the building main electrical panel.

Exclusions at both locations:

Upgrade (of capacity or quality) to the utility feed or existing building electrical system is not included.

ECM W-1 Waste Water Circulation System

Chevron ES will furnish and install three (3) SolarBee® - solar powered reservoir circulators. Two units will be placed in Pond 2 and Pond 3 will receive one unit. SolarBee is constructed of stainless steel and corrosion resistant polymers. The 16" diameter machine draws up to 10,000 gallons per minute from below and spreads it gently across the top of the pond for continuous surface renewal. Shore power kit is included to provide added redundancy. Chevron ES will provide start-up, commissioning and training.

Equipment Description: SB10000v12 with brushless motor and on-board battery system for day/night operation, solar powered, 5 ft long 36" intake hose. Units equipped with SCADA system mounted on each unit. SCADA system includes monitoring radio receiver and software.

Exclusions:

Laptop and/or computer is not included with SCADA system.

ECM W-2 Irrigation Control System

Chevron ES has identified the following parks as ideal candidates for an irrigation control system:

Parks and Irrigation Sites	Existing Station Quantity	New Station Quantity
Heritage Park	4	1
19 th Avenue Park	1	1
City Park	1	1
Lions Park	1	1

Chevron ES will perform the following scope of work:

- Provide Hunter IMMs 2.0® Central Control System including laptop computer.
- Provide Hunter software to control the irrigation system from another location.
- Replace existing controllers at the above mentioned parks with new Hunter® ACC controllers.
- Provide real time flow sensing at each park.
- Provide mini weather station at each park.
- Provide new pedestals and concrete bases for the controllers.
- Furnish and install necessary enclosures for new controllers.
- Provide control of the Tennis Court, Basketball Court, and Pavilion lighting at Heritage Park with the irrigation control system.
- Provide control of the Ball Field lighting at 19th Avenue Park with the irrigation control system.
- Provide a new irrigation system at City Park which will include new piping, sprinkler heads and wiring. We will also install Customer-provided conduit in the trenches. The irrigation system installation work at City Park will not be performed between April 15, 2008 and September 30, 2008, provided the project is approved by January 15, 2008.
- Provide training, start-up, and system commissioning.

Exclusions:

- Exclusions for City Park irrigation work: Our proposal does not include providing temporary power or temporary water for irrigation system and meters, providing electrical connection for irrigation controllers, and providing labor or material for electrical meters and panels.

Overall Project Scope Clarifications/Exclusions:

- Prevailing wages will not be paid for this project.
- The City will provide assistance with equipment shutdowns and startups required for implementation of this Scope of Work, at no charge, including stopping and restarting existing equipment by City.
- The City will provide access to the facilities, lay down areas at the work sites, and a reasonable number of parking spaces for Chevron ES and Chevron ES's subcontractor vehicles in parking lots at the respective facilities.
- Chevron ES has assumed project construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions.
- Temporary utilities to be provided by owner at no cost include trailer power, phone lines, construction power, etc. Chevron ES will pay actual cost of utilities used and will perform the connection of said utilities.
- Removal and disposal of hazardous materials, including asbestos containing materials, to be by the City. If Chevron ES encounters material suspected to be hazardous, we will notify the City representative and stop further work in this area until the material is removed.
- 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 Chevron ES will immediately notify the City representative.
- No allowance has been made to bring commercial restrooms (toilet and urinal replacements) into compliance with the American Disabilities Act. If ADA rules apply, there can be additional scope, beyond enclosed scope and costs, to meet these requirements.
- Chevron ES assumes that the facilities are compliant to all relevant building codes. No allowances have been made to bring existing systems up to code. All newly installed systems will be code compliant.
- No allowance has been made for structural upgrades to existing structures, except as noted.
- No allowance has been made for screening of new or existing rooftop mounted equipment. Based on our site survey, few if any of the existing buildings have any form of screening at this time. If the City would like screening, this can be added to the scope.
- A one year parts and labor warranty is provided on all work performed under this proposal.
- The City is responsible for all permit fees and obtaining approval by the Authority Having Jurisdiction (AHJ).
- Work will be performed during normal work hours; no overtime hours are included unless specifically mentioned above.
- Chevron is not responsible for delays to work by Pacific Gas and Electric or the City.
- Provision of temporary cooling is not included.
- The replacement of the air conditioning units in the scope of work does not include the replacement/repair of any accessory, like ducting, wiring, condensate piping, etc., unless specifically mentioned.

Criteria for Achieving Beneficial Use:

LIGHTING SYSTEM

Uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, to determine proper operation.

HVAC EQUIPMENT

Two weeks of uninterrupted operation. Uninterrupted operation is defined as: no involuntary shutdowns due to mechanical difficulties. Temperature performance shall be established by manual spot checks using a temperature gauge by a Chevron ES employee.

ROOF SYSTEM

Uninterrupted use without any problems for a duration as necessary, with a maximum of 2 weeks, to determine proper operation.

SOLARBEE® / PHOTOVOLTAIC SYSTEMS

Uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, to determine proper operation.

IRRIGATION CONTROL SYSTEM

Uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, to determine proper operation.

**ATTACHMENT E
PROJECT SCHEDULE**

After contract execution, Chevron ES will develop, with input from the City staff, a master Microsoft® Project schedule. The project team 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 Microsoft® Project schedule will be updated on a monthly basis. At this time, Chevron ES estimates that after contract execution, the issuing of subcontractor contracts, design/engineering, mobilization, construction, and commissioning/turnover will take 10 months.

**ATTACHMENT F
PROGRESS PAYMENT SCHEDULE**

Comprehensive Energy Analysis Fee	\$0
Design, Engineering & Mobilization Fee	\$778,787
Remaining Implementation Cost	\$3,115,148
Contract Amount	\$3,893,935

The Schedule of Values (SOV) is given below. It includes a breakout of the total cost by Energy Conservation Measure (ECM) as detailed in Attachment D, Scope of Work. All invoices will be submitted through the Public Works Director prior to payment by the City. Invoices shall be in the form and contain the information requested by the Customer and shall be subject to approval by the Customer. Customer will make payments within thirty (30) days of receipt of approved invoice.

The fee for the Comprehensive Energy Analysis Report plus a Design, Engineering & Mobilization fee will be invoiced to the Customer upon both parties signing the Energy Services Contract and due and payable as detailed in Contract Attachment A.

Schedule of Values	
Scope of Work	Price
Design, Engineering & Mobilization	\$ 778,787
New Roof at Lemoore Municipal Complex	\$ 1,310,612
Solar System at Lemoore Municipal Complex	\$ 692,957
Skylights at Lemoore Municipal Complex	\$ 106,101
Shade Structure at Police Department	\$ 97,190
Solar System at Police Department	\$ 306,338
SolarBee Solar Powered Circulators	\$ 182,870
HVAC Work at City Hall & LMC	\$ 80,478
Building Lighting Retrofit	\$ 166,297
Weather Based Irrigation System	\$ 172,305
Totals	\$ 3,893,935

ATTACHMENT G STANDARDS OF OCCUPANCY & 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	Average Hours of operation	Heating Occupied Temperature (Deg. F)	Cooling Occupied Temperature (Deg. F)
City Hall	Minimum 50 hrs per week	66 - 68	74 - 76
Civic Auditorium	(Varies)	66 - 68	74 - 76
Council Chambers	(Varies)	66 - 68	74 - 76
Fire Station (Main)	(Varies)	66 - 68	74 - 76
Lemoore Municipal Complex	Minimum 50 hrs per week	66 - 68	74 - 76
Police Department	(Varies)	66 - 68	74 - 76
Veterans Memorial Building and Teen Center	(Varies)	66 - 68	74 - 76
Waste Water Treatment Plant	30 hrs per week	n/a	n/a
Parks	n/a	n/a	n/a

ATTACHMENT H
ADDITIONAL ON-GOING SCOPE OF WORK

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**ATTACHMENT I
FINANCIAL PROFORMA**

Implementation Cost	\$3,893,935
CEA Fee	\$0
Total Project Fee	\$3,893,935

1	2	3	4	5	6
Year	Total Energy Savings	Operational and Maintenance Savings	Utility Grants, Incentive and Rebates	Avoided Sludge Removal Cost	Total Program Savings
0	\$0	\$0	\$0		\$0
1	\$120,059	\$7,237	\$406,559	\$100,000	\$633,855
2	\$122,460	\$7,454	\$0	\$100,000	\$229,914
3	\$124,909	\$7,678	\$0	\$100,000	\$232,587
4	\$127,407	\$7,908	\$0	\$100,000	\$235,315
5	\$129,955	\$8,145	\$0	\$100,000	\$238,100
6	\$132,554	\$8,389	\$0	\$100,000	\$240,943
7	\$135,205	\$8,641	\$0	\$100,000	\$243,846
8	\$137,909	\$8,900	\$0	\$100,000	\$246,809
9	\$140,667	\$9,167	\$0	\$100,000	\$249,834
10	\$143,480	\$9,442	\$0	\$100,000	\$252,922
11	\$146,350	\$9,726	\$0	\$100,000	\$256,076
12	\$149,277	\$10,017	\$0	\$100,000	\$259,294
13	\$152,263	\$10,318	\$0	\$100,000	\$262,581
14	\$155,308	\$10,627	\$0	\$100,000	\$265,935
15	\$158,414	\$10,946	\$0	\$100,000	\$269,360
16	\$164,751	\$11,275	\$0	\$100,000	\$276,025
17	\$171,341	\$11,613	\$0	\$100,000	\$282,954
18	\$178,194	\$11,961	\$0	\$100,000	\$290,156
19	\$185,322	\$12,320	\$0	\$100,000	\$297,642
20	\$192,735	\$12,690	\$0	\$100,000	\$305,425
21	\$200,444	\$13,070	\$0	\$100,000	\$313,515
22	\$208,462	\$13,463	\$0	\$100,000	\$321,925
23	\$216,800	\$13,866	\$0	\$100,000	\$330,667
24	\$225,473	\$14,282	\$0	\$100,000	\$339,755
25	\$234,491	\$14,711	\$0	\$100,000	\$349,202
Totals	\$4,054,230	\$263,848	\$406,559	\$2,500,000	\$7,224,637

Notes By Column:

- (1) Years after implementing retrofit changes
- (2) Energy Savings are calculated at PG&E rates less 5% and escalated by 2% the first 15 years and 4% thereafter
- (3) Operational and Maintenance Savings are escalated by 3%
- (6) Total Program Savings are the sum of Columns (2), (3), (4) and (5)

**ATTACHMENT J
LIGHTING AUDIT**

The lighting audit is given below:

NAME: City of Lemoore					
EXISTING FIXTURE INFORMATION				PROPOSED FIXTURE INFORMATION	
Room/Space	Fixture Type	Lamps / fixt	Qty.	Proposed Fixture Description	Lamp
CITY HALL - 119 FOX STREET LEMORE					
UB CLOSET	CEILING INCAND. 1L 100A1	1	1	2-13W NEW CF Drum Fixture	F13BX/SPX41/840
UB CEILING	PARABOLIC 3L F32T8	3	11	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
UB OFFICE	4X4 SURFACE 6L F40CW/WM	6	1	6L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
FINANCE DEOT	TROFFER 2L F40CW/WM	2	6	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
FINANCE DEOT	TROFFER 4L F40CW/WM	4	3	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALL WAYS	GLASS CEILING 1L 100	1	5	1L 23W Screw-in Compact Fluorescent	SSS23
HALL WAYS	REC. CAN 2L PLC26W/27	2	3	No Work	
MENS ROOM	REC. CAN 2L PLC26W/27	2	4	No Work	
MENS ROOM	STRIP 1L F40CW/WM	1	1	1L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WOMENS ROOM	STRIP 1L F40CW/WM	1	1	1L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WOMENS ROOM	REC. CAN 2L PLC26W/27	2	3	No Work	
STORE ROOM	WRAP 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
JANITORS	DRUM 2L PL/13	2	1	No Work	
COMPITER ROOM	WRAP 2L F32T8	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
DUNGION	KEYLESS 1L 100A1	1	3	1L 23W Screw-in Compact Fluorescent	SSS23
PHONE ROOM	KEYLESS 1L 100A1	1	3	1L 23W Screw-in Compact Fluorescent	SSS23

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STAIR WAY	WALL MOUNT 1L F40CW/WM	1	1	1L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STAIR WAY	CHANDELIER 12L 25CAC	12	1	No Work	
HALL WAYS	SUF. MOUNT 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
STORE ROOM	WRAP 4L F40CW/WM	4	3	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
VALANCE	STRIP 1L F40CW/WM	1	16	1L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
CHALK BOARD	STRIP 1L F32T8	1	2	1L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALL WAYS	KEYLESS 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
EXIT SIGNS	GREEN 2L 5W PL	2	1	LED	GVEX/BP/WB/WH
ATTIC	KEYLESS 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
CLOSET	KEYLESS 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
KITCHEN	FAN 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
HALLWAY	REC. CAN 1L PL/13	1	3	No Work	
CONFERENCE ROOM	TROFFER 4L F32T8	4	8	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
SEC. ROOM	PARABOLIC 3L F32T8	3	6	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
PROCESS ROOM	WRAP 4L F40CW/WM	4	1	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
PROCESS ROOM	WRAP 2L F40CW/WM	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
PROCESS ROOM	FAN 4L 60A	4	1	4L 15W Screw-in Compact Fluorescent	SSS15
CITY MANAGER	WRAP 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
CITY MANAGER	FAN 3L 100A	3	1	3L 23W Screw-in Compact Fluorescent	SSS23
PRINTER ROOM	TROFFER 4L F32T8	4	3	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W

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JOHN TYLERS OFFICE	WRAP 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALLWAY	VAPOR JAR 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
STORE ROOM	TROFFER 3L F32T8	3	2	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
VOLANTERR MUSEUM	TROFFER 4L F40CW/WM	4	5	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
SECOND FLOOR HALL	NO FIXTURE EXISTING	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast - NEW SM FIXTURE	F32T8/ADV835/EW/LL 28W
CITY HALL					
CIVIC AUDITORIUM					
HALLWAY	REC. CAN 2L PLC26W27	2	3	No Work	
MENS ROOM	REC. CAN 2L PLC26W27	2	3	No Work	
MENS ROOM	STRIP 1L F40CW/WM	1	1	1L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WOMENS ROOM	STRIP 1L F40CW/WM	1	1	1L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WOMENS ROOM	REC. CAN 2L PLC26W27	2	3	No Work	
HALLWAY	REC. CAN 2L PLC26W27	2	2	No Work	
JANITORS	WRAP 2L F40CW/WM	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
CONF. ROOM	TROFFER 3L F32T8	3	6	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WATER HEATER ROOM	WRAP 2L F40CW/WM	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
FOYER	TROFFER 2L F40CW/WM	2	22	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
FOYER	CEILING INCAND. 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
DIRECTORS OFFICE	TROFFER 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
KITCHEN	STRIP 2L F96T12	2	6	4L F32T8/ADV835 w/ Ultra LP Elec Ballast 8' Belly pan kit	F32T8/ADV835/EW/LL 28W

OVER SINK	CEILING MOUNT 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
STORE ROOM	KEY LESS 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
AUDITORIUM	TROFFER 4L F40CW/WM	4	18	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STAGE	DOME 1L 150A	1	2	1L 23W Screw-in Compact Fluorescent	SSS23
STORE ROOM	LOCKED 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
SEC. OFFICE	TROFFER 2L F40CW/WM	2	6	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
EXIT SIGNS	EXIT 2L 5W	2	5	LED	GVEX/BP/WB/WH
CIVIC AUDITORIUM					
EXTERIOR LIGHTS FOR CITY HALL, COUNCIL CHAMBERS, CIVIC AUDITORIUM.					
CITY HALL ENTRANCE	CEILING MOUNT 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
CITY HALL WALL	CUSTOM WALL PACK 1L 100A	1	2	1L 23W Screw-in Compact Fluorescent	SSS23
COUNCIL CHAMBERS	CUSTOM WALL PACKS 1L PL/13 ??	1	5	No Work	
CIVIC AUDITORIUM	REC. CAN 1L 150 PARFL	1	2	2-13W NEW CF Drum Fixture	F13BX/SPX41/840
CIVIC AUDITORIUM	WALL CONE 1L 150 PARFL	1	1	No Work	
SIDE DOOR	VAPOR JAR 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
SIDE DOOR	CUSTOM GLASS 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23

FRONT WALL	SHALDA SPOT 2L 150 PARFL	2	1		
ENTRANCE WALL	VAPOR JAR 2L 100A	2	2	2L 23W Screw-in Compact Fluorescent	SSS23
ENTRANCE WALL	VAPOR JAR 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
COUNCIL ENTRANCE	REC. CAN 1L 100A	1	2	1L 23W Screw-in Compact Fluorescent	SSS23
EXTERIOR LIGHTS FOR CITY HALL,COUNCIL CHAMBERS,CIVIC AUDITORIUM.					
COUNCIL CHAMBERS					
HALLWAY	REC. CAN 2L PLC26W27	2	8	No Work	
HALLWAY	UMBRELLA 1L SILVER BOWL	1	3	No Work	
HALLWAY	1X2 CHROME 1L BIAX	1	2	No Work	
COUNCIL CHAMBERS	REC. CAN 2L PLC26W27	2	28	No Work	
COUNCIL CHAMBERS	UMBRELLA 1L 300 SILVER	1	6	No Work	
COUNCIL CHAMBERS	1X2 CHROME 1L BIAX	1	4	No Work	
KITCHEN	TROFFER 2L F40CW/WM	2	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
KITCHEN	REC. CAN 2L PLC26W27	2	1	No Work	
REST ROOM	REC. CAN 2L PLC26W27	2	1	No Work	
JANITOR	STRIP 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
EXIT SIGNS	2L 5W PL	2	6	LED	GVEX/BP/WB/WH

COUNCIL CHAMBERS					
FIRE STATION - 210 FOX STREET LEMORE					
GARAGE	INDUSTRIAL 2L F96CW/SS	2	16	4L F32T8/ADV835 w/ Ultra LP Elec Ballast 8' Belly pan kit	F32T8/ADV835/EW/LL 28W
SIGN DISPLAY	STRIP 1L F40CW/WM	1	1	1L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WALL GARAGE	THROW AWAY 2L F40CW/WM	2	1	NEW 2L F32T8/ADV835 FIXTURE	F32T8/ADV835/EW/LL 28W
LUNCH ROOM	PARABOLIC 3L F32T8	3	12	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
LUNCH ROOM	SPOTS 1L 50R30FL	1	8	No Work	
LUNCH ROOM	TRACK 1L 50WATT	1	5	No Work	
HALLWAY	WRAP 2L F32T8	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
KITCHEN	TRACK 4L F32T8	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
UTENSIL ROOM	DRUM 2L PL	2	1	No Work	
STORE ROOM	WRAP 2L F40CW/WM	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
SHOP	STRIP 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
SHOP	INDUSTRIAL 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALLWAY	WRAP 2L F32T8	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STORE ROOM	KEYLESS 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
STAIRWAY	WRAP 4L F40CW/WM	4	1	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
CLOSET	WRAP 2L F40CW/WM	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WOMENS ROOM	WRAP 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WOMENS ROOM	CUSTOM 2L F20T12	2	1	No Work	

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MENS ROOM	CUSTOM 2L F20T12	2	1	2L F17T8 w/ Ultra LP Elec Ballast	F17T8/SPX41
MENS ROOM	WRAP 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALLWAY	TRACK 2L F40CW/WM	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REC. ROOM	MOISTURE 2L F48CW/HO	2	6		
CLOSET	KEYLESS 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
AC ROOM	KEYLESS 1L 100A	1	2	1L 23W Screw-in Compact Fluorescent	SSS23
AIR PACK ROOM	WRAP 4L F4	4	3	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
EVIDENCE ROOM	WRAP 4L F40CW/WM	4	1	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
EVIDENCE ROOM	WRAP 4L F40CW/WM	4	3	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
LAUNDRY ROOM	KEYLESS 1L 100A	1	1	1L 23W Screw-in Compact Fluorescent	SSS23
OUTSIDE Walls	WALL MOUNT 1L 100A	1	2	1L 23W Screw-in Compact Fluorescent	SSS23
OUTSIDE Walls	WALL PACK 1L lu250	1	1	No Work	
REST ROOM	WRAP 2L F40CW/WM	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
CHIEFS OFFICE	WRAP 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STORE ROOM	WRAP 4L F40CW/WM	4	1	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
SEC. OFFICE	WRAP 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
PARKING STALL	STRIP 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
GARAGE	INDUSTRIAL 2L F96CW/SS	2	20	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
GENERATOR ROOM	MOISTURE 2L F40CW/WM	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
PLANNING DEPT.	PAROBOLIC 3L F32T8	3	6	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W

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PLANNING DEPT.	TRACK 1L Q50MR16	1	6	No Work	
OFFICE	TRACK 1L Q50MR16	1	2	No Work	
OFFICE	TRACK 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TRACK 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TRACK 2L Q50MR16	2	1	No Work	
CONFERENCE ROOM	TRACK 1L Q50MR16	1	4	No Work	
CONFERENCE ROOM	REC. CAN 1L 50R30FL	1	6	No Work	
HALLWAY	WRAP 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 3L F32T8	3	1	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TRACK 1L PL/13	1	2	No Work	
OFFICE	TR 4L PL/13	4	1	No Work	
OFFICE	TROFFER 3L F32T8	3	1	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 3L F32T8	3	2	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REST ROOM	WRAP 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALLWAY	DRUM 1L 60A	1	1	1L 15W Screw-in Compact Fluorescent	SSS15
ELECTRICAL ROOM	WRAP 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
CANOPY	REC. CAN 1L 75R30FL	1	1	1L 15W Screw-in Compact Fluorescent	SSS15
WALLS	WALL PACK 1L PL/13	1	1	No Work	
WALLS	WALL PACK 2L 60A	2	1	2L 15W Screw-in Compact Fluorescent	SSS15
ROOF	FLOOD 1L LU250	1	2	No Work	

FIRE STATION					
POLICE STATION - 657 Fox Street Lemoore					
LOBBY	TROFFER 2L F32T8	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
PROPERTY ROOM	PAROBOLIC 3L F32T8	3	3	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
PROPERTY ROOM	PAROBOLIC 3L F32T8	3	4	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALLWAY	TROFFER 2L F32T8	2	15	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
CONFERENCE ROOM	PAROBOLIC 4L F32T8	4	9	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 3L F32T8	3	6	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 4L F32T8	4	6	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 2L F32T8	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 2L F32T8	2	3	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
INTERVIEW	PAROBOLIC 2L F32T8	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALLWAY	TROFFER 2L F32T8	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 2L F32T8	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 2L F32T8	2	3	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 2L F32T8	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 2L F32T8	2	8	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 3L F32T8	3	2	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
JANITORS ROOM		1	1	No Work	
OFFICE	SPOTS 1L 100A	1	2	1L 23W Screw-in Compact Fluorescent	SSS23

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City of Lemoore and Chevron Energy Solutions Company**

OFFICE	TROFFER 2L F32T8	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 2L F32T8	2	11	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REST ROOMS	TROFFER 2L F32T8	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
COMPUTER ROOM	SURF. MOUNT 2L F32T8	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
LUNCH ROOM	TROFFER 2L F32T8	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 2L F32T8	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 2L F32T8	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 2L F32T8	2	6	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	PAROBOLIC 2L F32T8	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
CONFERENCE ROOM	PAROBOLIC 2L F32T8	2	8	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REST ROOMS	REC. CAN 2L PL/13	2	2	No Work	
REST ROOMS	SURF. MOUNT 2L F32T8	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
R.R LOCKERS	TROFFER 2L F32T8	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OUTSIDE CANOPY	REC. CAN 1L 50 W. FL.	1	28	1L 15W Screw-in Compact Fluorescent	SSS15
OUTSIDE CANOPY	REC. CAN 1L 75R30/FL	1	4	1L 15W Screw-in Compact Fluorescent	SSS15
P/L POLES	SHOE BOX 1L MVR 250/U	1	7	No Work	
PARKING CANOPY	REC. CAN 1L ???	1	8	No Work	
POLICE STATION					
HERITAGE PARK - BIKE PATH					
WALK WAY	SHOE BOX 1LLU70 ??	1	19	No Work	

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REST ROOMS	WRAP 2LF40CW/WM	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REST ROOMS	WRAP 2LF20T12CW	2	1	2L F17T8 w/ Ultra LP Elec Ballast	F17T8/SPX41
REST ROOMS	STRIP 2LF40CW/WM	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
PICK NICK TABLES	MOISTURE PROOF 2LF32T8	2	20	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
TENNIS COURTS	SHOE BOX 1LMVR400/U	1	8	No Work	
POLE LIGHT					
HERITAGE PARK - BIKE PATH					
LMC OFFICE					
OFFICE	PARABOLIC 3L F32T8	3	10	3L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALLWAY	TROFFER 2L F40CW/U6	2	2	2L F32T8/U6 w/ Ultra LP Elec Ballast	F32T8/SP41/U/6
CONF. ROOM	TROFFER 4L F40CW/WM	4	3	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STORE ROOM	TROFFER 4L F40CW/WM	4	3	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REST ROOM	TROFFER 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REST ROOM	TROFFER 2L F40CW/U6	2	2	2L F32T8/U6 w/ Ultra LP Elec Ballast	F32T8/SP41/U/6
HALLWAY	TROFFER 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	3	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	5	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALLWAY	WRAP 2L F40CW/WM	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
LUNCHROOM	WRAP 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W

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REST ROOM	WRAP 2L F40CW/WM	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REST ROOM	WRAP 2L F40CW/WM	2	1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALLWAY	TROFFER 4L F40CW/WM	4	8	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F32T8	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
LMC OFFICE					
TEEN CENTER & VETERANS MEMORIAL					
HALLWAY	REC. CAN 1L 150 PAR FL		1	1L 23W Screw-in Compact Fluorescent	SSS23
STORE ROOMS	WRAP 2L F32T8		2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REC. ROOM	TROFFER 2L F32T8		23	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 2L F32T8		1	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
KITCHEN	WRAP 2L F32T8		4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STORE ROOMS	DRUM 2L PL		1	NO WORK	
HALLWAY	TROFFER 4L F32T8		1	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REST ROOMS	CUSTON WRAP 4L F32T8		4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W

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STORE ROOMS	WRAP 2L F32T8		2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OUTSIDE CANOPY	REC. CAN 1L 150 PAR FL		6	1L 23W Screw-in Compact Fluorescent	SSS23
VETERANS HALL	TROFFER 2L F32T8		20	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STORE ROOM	STRIP 2L F32T8		2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STORE ROOM	STRIP 2L F32T8		2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
HALLWAY	REC. CAN 1L 150 PAR FL		1	1L 23W Screw-in Compact Fluorescent	SSS23
EXIT SIGNS	LED				
TEEN CENTER & VETERANS MEMORIAL					
CITY OF LEMORE WAREHOUSE (LMC)					
VACANT WAREHOUSE	STRIP 1L F96CW/VHO	1	318	REMOVE FIXTURES	
85 NEW 6L T8 FIXTURES			85	6L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
AC ROOM	STRIP 1L F96CW/VHO	1	8	4L F32T8/ADV835 w/ Ultra LP Elec Ballast 8' Belly pan kit	F32T8/ADV835/EW/LL 28W
AC ROOM	STRIP 1L F96CW/VHO	1	8	4L F32T8/ADV835 w/ Ultra LP Elec Ballast 8' Belly pan kit	F32T8/ADV835/EW/LL 28W
8 NEW 6L T8 FIXTURES			8	6L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STORE ROOM	STRIP 1L F96CW/VHO	1	8	4L F32T8/ADV835 w/ Ultra LP Elec Ballast 8' Belly pan kit	F32T8/ADV835/EW/LL 28W
4 NEW 6L T8 FIXTURES			4	6L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STORE ROOM	STRIP 1L F96CW/VHO	1	8	4L F32T8/ADV835 w/ Ultra LP Elec Ballast 8' Belly pan kit	F32T8/ADV835/EW/LL 28W

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4 NEW 6L T8 FIXTURES			4	6L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REST ROOM	TROFFER 2L F40CW/WM	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
NEED 4 NEW T-BAR FIXTURES			4	6L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast w/ T bars	F32T8/ADV835/EW/LL 28W
REST ROOM	TROFFER 2L F40CW/WM	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
NEED 4 NEW T-BAR FIXTURES			4	6L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast w/ T bars	F32T8/ADV835/EW/LL 28W
LUNCH ROOM	TROFFER 2L F40CW/WM	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	TROFFER 4L F40CW/WM	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
MECHANIC ROOM	STRIP 1L F96CW/VHO	1	20	4L F32T8/ADV835 w/ Ultra LP Elec Ballast 8' Belly pan kit	F32T8/ADV835/EW/LL 28W
STORAGE AREA	STRIP 1L F96CW/VHO	1	15	4L F32T8/ADV835 w/ Ultra LP Elec Ballast 8' Belly pan kit	F32T8/ADV835/EW/LL 28W
SHOP	LOW BAY 1L MVR400/U	1	5	REMOVE	
SHOP	INDUSTRIAL 2L F96CW/VHO	2	11	REMOVE	
SHOP	STRIP 1L F96CW/VHO	1	18	REMOVE	
REMOVE FIXTURES FROM SHOP ABOVE AND INSTALL 18 NEW 6L T8 FIXTURES.			18	6L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
COMPLETE AREA LISTED ABOVE IS STORAGE ONLY AND NEVER USED OR LIGHTS TURNED ON.					
ALL AREAS LISTED BELOW ARE IN USE.					
SHOP	STRIP 1L F96CW/VHO	1	50	2L F32T8/ADV835 w/ Ultra LP Elec Ballast 8' Belly pan kit	F32T8/ADV835/EW/LL 28W
ABOVE ROW IS ON 10 HRS. A DAY X 5 DAYS.					
SHOP	STRIP 1L F96CW/VHO	1	250	LEAVE ALONE - DO NOT TOUCH	
4 NEW 4L T8 FIXTURES TO BE INSTALLED IN ABOVE JOES OFFICE.		4	4	4L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W

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18 NEW 4L T8 FIXTURES TO BE INSTALLED IN 6 BAYS		4	18	4L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STORE ROOM'S	WRAP 4L F32T8	4	10	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
TIME CARD BENCH	STRIP 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
LUNCH ROOM	TROFFER 4L F40CW/WM	4	22	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
DELAMP LINE #TO 2 LAMP.					
OFFICE	TROFFER 4L F40CW/WM	4	1	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
SHOP WORK AREA	INDUSTRIAL 2L F96CW/VHO	2	7	REMOVE	
SHOP WORK AREA	WRAP 4L F40CW/WM	4	1	REMOVE	
SHOP WORK AREA	WRAP 4L F40CW/WM	4	2	REMOVE	
SHOP WORK AREA	LOW BAY 1L MVR400/U	1	4	REMOVE	
SHOP WORK AREA FIXTURES ARE TURNED ON ONLY WHEN NEEDED.					
7 NEW 6L T8 FIXTURES. WOULD HAVE TO REMOVE EXISTING FIXTURES AND REWIRE AS NEEDED.			7	6L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	WRAP 2L F40CW/WM	2	11	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	WRAP 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
MENS ROOM	TROFFER 2L F40CW/WM	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WOMENS ROOM	TROFFER 2L F40CW/WM	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WAREHOUSE BENCH	INDUSTRIAL 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WAREHOUSE BENCH	FLAT PAN 4L F32T8	4	1	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WAREHOUSE BENCH	INDUSTRIAL 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	WRAP 2L F40CW/WM	2	10	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W

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WAREHOUSE BENCH	INDUSTRIAL 2L F40CW/WM	2	4	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WALL	WRAP 4L F40CW/WM	4	3	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WAREHOUSE GARAGE	STRIP 1L F96CW/VHO	1	25	REMOVE	
WAREHOUSE GARAGE	LOW BAY 1L MVR400/U	1	4	REMOVE	
REMOVE FIXTURES IN WAREHOUSE GARAGE ABOVE AND INSTALL 11 NEW 4L T8 FIXTURES.			11	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	WRAP 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	WRAP 4L F40CW/WM	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WAREHOUSE BENCH	INDUSTRIAL 2L F40CW/WM	2	2	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
LUNCH ROOM	WRAP 4L F32T8	4	4	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
STORE ROOM	WRAP 2L F32T8	2	14	2L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
OFFICE	WRAP 4L F32T8	4	2	4L F32T8/ADV835 w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
REST ROOM	C.M INCAND. 2L 60A	2	1	2-13W NEW CF Drum Fixture	F13BX/SPX41/840
LUBE RACK	MOISTURE PROOF 2L F32T8	2	8	NO WORK	
WAREHOUSE GARAGE	STRIP 1L F96CW/VHO	1	50	REMOVE	
WAREHOUSE GARAGE	LOW BAY 1L MVR400/U	1	4	REMOVE	
WAREHOUSE GARAGE	INDUSTRIAL 4L F32T8	4	10	REMOVE	F32T8/ADV835/EW/LL 28W
15 NEW 6L T8 FIXTURES TO REPLACE FIXTURES IN WAREHOUSE GARAGE			15	6L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W

ALL FIXTURES ARE HUNG FROM STEMS.					
BUILDING OUT SIDE LIGHTS.					
WALLS	WALL PACK 1L MVR175/U	14		No Work	
ALL THE LENS ARE BROKEN OR YELLOW AND NEED TO BE REPLACED.					
ROOF	FLOOD 1L LU400	1	1	No Work	
SAND & ROCK LOADING	FLOOD 1L LU400	1	11	No Work	
PARKING LOT	FLOOD 1L LU400	1	4	No Work	
ROOF	FLOOD 1L HR1000DX	1	1	NEW 360 WATT METAL HALIDE FIXTURE	MVR360/U
WELDING SHOP	LOW BAY 1L MVR400/U	1	3	6L F32T8/ADV835 NEW FL Fixture w/ Ultra LP Elec Ballast	F32T8/ADV835/EW/LL 28W
WELDING SHOP	S 1L F96CW/VHO	1	8	REMOVE	
	REC. CAN 1L 100A	1	2	1L 23W Screw-in Compact Fluorescent	SSS23
CITY OF LEMORE WAREHOUSE					