

ENERGY EFFICIENCY SERVICES JOB ORDER CONTRACT

BY AND BETWEEN

CITY OF FLAGSTAFF

AND

NORESKO, LLC

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**ENERGY EFFICIENCY SERVICES JOB ORDER CONTRACT BY AND BETWEEN
CUSTOMER AND NORESKO, LLC**

THIS ENERGY EFFICIENCY SERVICES JOB ORDER CONTRACT (the "Agreement") is entered into this _____ day of 2023, by and between the City of Flagstaff, a political subdivision of the State of Arizona, having its principal place of business located at 211 West Aspen Avenue, Flagstaff, AZ 86001 (hereinafter referred to as "Customer") and NORESKO, LLC, a Delaware limited liability company, having its principal place of business at One Research Drive, Suite 400C, Westborough, MA 01581 (hereinafter referred to as "NORESCO"). The parties to this Agreement will be collectively referred to as the "Parties" and individually as a "Party."

SECTION 1 SCOPE OF SERVICES

(a) The Work: In accordance with the terms of this Agreement, NORESKO may perform multiple phases of design/build construction work ("Construction Work"), and the Customer may determine whether to amend the Scope of Services to include preliminary strategic sourcing analysis ("Strategic Sourcing Work"). The Parties hereby acknowledge that the Construction Work primarily relates to construction of the Energy Conservation Measures ("ECMs") desired by Customer, Strategic Sourcing Work relates primarily to a preliminary analysis by NORESKO of specified customer budget categories for the purpose of identifying expense reduction and/or revenue enhancement in one or more budget categories. Where Customer desires that Construction Work be performed, Customer shall issue a Construction Work Order to NORESKO. Where Customer desires that Strategic Sourcing Work be performed, Customer may issue a Strategic Sourcing Addendum to NORESKO.

(b) Construction Work: Upon delivery by the Customer to NORESKO of a construction work order substantially in the form attached to this Agreement as Exhibit A ("Construction Work Order"), NORESKO shall furnish all labor, materials and equipment and perform all work required for the completion of the Scope of Services set forth in Attachment C to that Construction Work Order, including the installation of the ECMs, for the facilities ("Facilities") described in Attachment B to that Construction Work Order, as such Scope of Services and Facilities may be modified in accordance with this Agreement. Customer and NORESKO shall mutually plan the scheduling of the construction work. NORESKO will list installed ECMs on Attachment J to the Construction Work Order and made a part thereof at the time that construction is complete.

SECTION 2 CONTRACT DOCUMENTS

(a) Upon execution of this Agreement by both Parties, this Agreement and its Exhibits/Attachments will constitute the entire Agreement between the Parties relating to the subject matter hereof, and with the exception of the IGA concerning the water meter and wastewater process work, supersedes all proposals, previous agreements, discussions, correspondences, and all other communications, whether oral or written, between the Parties relating to the subject matter of this Agreement.

(b) Headings are for the convenience of reference only and are not to be construed as a part of the Agreement.

- This Agreement may not be modified or amended except in writing signed by both Parties.
- This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

- At any time after execution of the Agreement, the Agreement may be terminated in whole or part by Customer for convenience upon thirty (30) days written notice to NORESKO, without further penalty and liability to NORESKO, provided that Customer has paid to NORESKO: (a) all amounts due as set forth in Section 5 and on Attachment G (other than amounts due for future performance by NORESKO) as further agreed upon in writing by the Parties.
- Customer may terminate all or a portion of the Agreement due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to NORESKO.
- In the event the City terminates the contract for budget constraints and non-appropriation of funds for the following fiscal year, City shall pay NORESKO for materials and/or services accepted by the City prior to the date of termination.

SECTION 3 NOTICES

All notices and other communication under this Agreement (other than regularly scheduled payments) shall be deemed properly given upon receipt if delivered in person or sent by electronic facsimile with regular mail follow-up or sent by overnight delivery service or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To: Customer
 Patrick Brown
 Purchasing Director
 211 W. Aspen Avenue
 Flagstaff, AZ 86001

With a copy to:
 Nicole Antonopoulos
 Sustainability Director
 City of Flagstaff
 419 N. Mogollon Street
 Flagstaff, AZ 86001

To NORESKO:
 One Research Drive
 Suite 400C
 Westborough, MA 01581
 Attention: Pablo Hernandez

Either Party may change such address from time to time by written notice to the other Party.

SECTION 4 REPRESENTATIONS AND WARRANTIES

Each Party warrants and represents to the other that:

- (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) Its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, as to NORESKO, its organic instruments and, as to Customer, by all requisite municipal, board, or other action and are not in breach of any applicable law, code or regulation; this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;
- (c) Its execution, delivery, and performance of this Agreement shall not result in a breach or

violation of, or constitute a default under, any agreement, potential lease or instrument to which it is a party or by which it or its properties may be bound or affected;

(d) 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 adversely affect its ability to perform hereunder;

(e) The persons executing this Agreement are fully authorized by law to do so;

(f) In addition, Customer warrants and represents to NORESCO that Customer has obtained or shall obtain all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement;

(g) To assist in NORESCO's tax compliance, upon job completion Customer agrees, if applicable, to execute the required Written Allocation including the Declaration related to Section 179D of the Internal Revenue Code. NORESCO will be responsible for preparing the Declaration, all accompanying documentation and the contents therein. NORESCO will be designated the sole Section 179D beneficiary; and

(h) The Customer acknowledges and agrees that NORESCO has not acted as a municipal financial advisor to the Customer, nor is NORESCO providing financial advisory services, and that the Customer has not relied on NORESCO for any matters relating to the financing of the Construction Work, including issuance of the Bonds.

SECTION 5 INDEPENDENT CONTRACTOR

▶ Except to the extent that the Customer may coordinate with the NORESCO representative identified in a specific Construction Work Order regarding issues caused by business and business operations on the property, nothing in this Agreement shall be construed as reserving to Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of NORESCO on the property. The entire control or direction of such business and operations shall be in and shall remain in NORESCO, subject only to NORESCO's performance of its obligations under this Agreement. Neither NORESCO nor any person performing any duties or engaged in any work on the property on behalf of NORESCO shall be deemed an employee or agent of Customer.

▶ Nothing in this Section shall be deemed to be a waiver by the Customer of the right to use its property. The Customer and NORESCO are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

SECTION 6 ADDITIONAL REPRESENTATIONS AND WARRANTIES OF CUSTOMER

Customer hereby warrants and represents to NORESCO that:

(a) Customer presently intends to continue to use the property in a manner reasonably similar to its present use;

(b) Customer does not presently contemplate any changes to the electrical and thermal consumption characteristics of the property as these existed during the base period except as may have been disclosed to NORESCO by Customer in writing prior to the execution of this Agreement;

(c) Customer will provide NORESKO with all records requested by NORESKO and all information in provided shall be, true and accurate in all material respects except as may be disclosed by Customer in writing;

(d) Customer has not entered into any contracts or agreements for the property with persons or entities other than NORESKO regarding the provision of the energy services referenced herein.

SECTION 7 THIRD PARTY BENEFICIARIES

Except as may be specifically provided for in this Agreement, the Parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.

SECTION 8 GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.

SECTION 9 ORDER OF PRECEDENCE

In the event of conflicts among the terms and conditions of the Contract Documents, interpretation shall be based on the following descending order of priority:

- Latest Change Order to a Construction Work Order
- Construction Work Order
- Latest Amendment to the Agreement
- Agreement
- Energy Services Contract No. 2021-63 (Investment Grade Audit)

SECTION 10 PROTECTING PERSONAL DATA

NORESKO processes personal data as described in our privacy notices at noresko.com. The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA), and take all reasonable commercial and legal steps to protect personal data. If Customer provides NORESKO with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data is shared. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

SECTION 11 CANCELLATION FOR CONFLICT OF INTEREST

The Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

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IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

NORESKO, LLC:

By: _____

Title: Pablo Hernandez, Vice President

Witness: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

Witness: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A

**CONSTRUCTION WORK ORDER NO. _____
AND NOTICE TO PROCEED**

1. This Construction Work Order No. __, executed between NORESKO and Customer and dated _____ (“Construction Work Order Effective Date”), is issued pursuant to the Agreement dated _____, between NORESKO and Customer. All terms of the Agreement are incorporated herein.
2. The terms applicable to this Construction Work Order are set forth in the Agreement, this Construction Work Order, and attachments hereto.
3. Customer hereby requests that NORESKO complete the Construction Work described in this Construction Work Order and NORESKO agrees to complete the Construction Work described in this Construction Work Order.
4. Customer hereby acknowledges that this Construction Work Order constitutes a valid Notice to Proceed issued by the Customer for the work discussed herein.

By signing below, the Parties agree to the terms of this Construction Work Order.

NORESKO, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City of Flagstaff

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Example Only - Not for Execution

**EXHIBIT A,
ATTACHMENT A**

TERMS FOR CONSTRUCTION WORK

All Capitalized terms not defined herein, shall have the definition as set for the in the Agreement.

SECTION 1 SCOPE OF SERVICES

(a) Construction Work: NORESKO shall furnish all labor, materials, and equipment and perform all work required for the completion of the Scope of Services set forth in Attachment C at Customer's buildings/land, premises described in Attachment B ("Property"), including the installation of the energy conservation measures listed therein, as such Scope of Services and such Attachments may be modified in accordance with this Construction Work Order. Customer and NORESKO shall mutually plan the scheduling of the construction work. The construction work will be planned to minimize the interruption of the daily routine of Customer's staff and students except as permitted in writing by Customer. NORESKO will list installed equipment on Attachment J hereto and made a part hereof at the time that construction is complete. Attachment J may be modified as provided for herein.

(b) Hazardous Materials: Unless explicitly and specifically identified in Attachment C, NORESKO's Scope of Services is predicated on the viability of this Project without any asbestos or hazardous materials abatement being required by NORESKO. For the avoidance of doubt, unless explicitly and specifically identified in Attachment C or in Section 1(c) below, the Scope of Services does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any premise, Property, site, facility, etc. at which Work is performed and any soil or groundwater at the premise, Property, site, facility, etc. by petroleum or petroleum products (collectively called "Oil"), mold, lead, asbestos, or any hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, asbestos, lead-containing paint, mold, and refrigerant. Except as explicitly and specifically identified in Attachment C, the Customer represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. All services have been priced and agreed to by NORESKO in reliance on the Customer's representations as set forth in this Article. In the event that (i) NORESKO encounters any Hazardous Materials which are in the immediate vicinity of NORESKO's work, or (ii) NORESKO determines that its work will result in the disturbance of Hazardous Materials, or (iii) NORESKO determines that the presence of Hazardous Materials will impede NORESKO's work, NORESKO will notify Customer of the same and Customer will, at its cost, cause the Hazardous Materials to be promptly and properly removed, enclosed, encapsulated or otherwise abated in accordance with applicable laws and regulations, or alternatively, Customer, at its cost, may provide written test reports showing that Hazardous Materials in that area have been properly removed, enclosed encapsulated or otherwise abated in accordance with applicable laws. In the event NORESKO cannot determine whether any particular material does or does not contain Hazardous Materials, Customer, upon NORESKO's written request, will, at its cost, promptly perform tests or cause tests to be performed in order to determine whether or not such material is a Hazardous Material and/or whether there are unacceptable levels of airborne particulate material containing

asbestos or such other Hazardous particulate(s) or provide such a test report. Under no circumstances, shall NORESKO be required to handle Hazardous materials.

(c) Disposal: NORESKO, at its cost, shall be responsible for disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of the installation of the ECMs pursuant to this Construction Work Order. In addition, NORESKO shall, at its cost, cause all lamps and PCB-contaminated ballasts, if any, which have been rendered useless and removed as a result of the installations of the ECMs to be transported and disposed of via recycling and incineration, respectively. All other existing PCB-contaminated ballasts, lamps and any other hazardous substances, however, remain the responsibility of Customer and NORESKO shall assume no liability in connection with their removal, handling, transportation, and/or disposal. In all instances, with the only exception being those hazardous materials that NORESKO brings to the site, the Customer will be the "Generator" of record and sign any and all disposal documents (i.e. manifests, bills of lading, etc.) in order to document the abatement or removal of any such Hazardous Materials from Customer's site or Premises.

(d) Maintenance: To the extent provided for in Attachment I "Maintenance Services," NORESKO will service and maintain the equipment that is specifically identified therein, at a cost to the Customer which is provided for in Attachment G, for the Term of this Construction Work Order. Except for ECMs (or other equipment) which are to be maintained by NORESKO, Customer shall be responsible for servicing and maintaining the ECMs (and such other equipment) at its own cost.

(e) Measurement & Verification: To the extent provided for in Attachment F – "Guaranty of Energy Cost Savings" - NORESKO will also supply such ongoing Measurement & Verification services to the Customer which may be agreed upon between the Parties at an annual fee to be set forth in Attachment G.

(f) Compliance With Law: NORESKO shall comply with and obtain, at its expense, all licenses and permits required by Federal, state and local laws in connection with the installation of the ECMs. To the extent that NORESKO agrees to perform operations and/or maintenance of specified ECMs or other equipment, it shall comply with and obtain, at its expense, all licenses and permits which may be required by Federal, state and local laws in connection with the operation and/or maintenance of such specified ECMs. In the event that NORESKO cannot procure any such license or permit in light of a requirement that Customer is required to do so, Customer will procure the same. Should a change in law occur subsequent to the date of execution of the Construction Work Order that increases NORESKO's Project costs, the parties shall, to the extent allowed by law, negotiate an equitable resolution. NORESKO shall pay the required prevailing wage rates for work in connection with this Project to the extent required by Arizona law.

(g) Taxes: Notwithstanding any other provision herein, Customer shall be responsible for all taxes arising from or in connection with Customer's participation in this Construction Work Order and the benefits to Customer hereunder. Customer shall reimburse NORESKO for any taxes, permits, tariffs, or fees not in effect on the date of this Construction Work Order, but for which NORESKO may become liable, directly or indirectly, during the Term of this Construction Work Order. If Customer is a tax-exempt entity, it shall cooperate reasonably with NORESKO to ensure purchases of materials or equipment required under this Construction Work Order enjoy any reasonable favorable tax considerations available under applicable State or local law or regulation.

(h) Non-Discrimination: NORESKO agrees not to knowingly or willfully discriminate against any employee, or applicant for employment, to be employed in the performance of this Construction Work Order, with respect to hire, tenure, terms, conditions, or privileges of

employment, or any matter directly or indirectly related to employment, because of age, sex, race, disability, color, religion, national origin, Vietnam era military service, or ancestry in accordance with applicable Federal, State, or local laws.

(i) Standards of Service and Comfort: Customer shall operate the ECMs in a manner that shall provide the standards of service and comfort provided for in Attachment K hereto.

(j) Specifications: Prior to beginning the work hereunder, NORESKO may provide (or Customer, at its option, may reasonably request to have NORESKO provide) written specification of, any ECMs to be installed. Customer shall furnish its written approval or disapproval of each such written specification within ten (10) working days following its receipt of written notice by NORESKO of completion of each such sample installation or the provision of such written specifications to Customer. If Customer disapproves any such ECM, NORESKO shall have the right to provide a substitute ECM which conforms to the applicable specifications or is equivalent to any applicable sample provided and approved by Customer hereunder, for Customer's approval. In the event Customer approves the substitute ECMs (in writing), NORESKO shall revise the Attachments to reflect each such substitution, subject to Customer's written approval of each revised Attachment. In the event that Customer does not approve or disapprove of any ECM(s) within ten (10) working days following NORESKO 's written notice to Customer that the written specification is ready for inspection, Customer shall be deemed to have given its approval. If, however, Customer again does not approve of any such substituted ECMs or specifications, the Parties hereby agree to negotiate a mutually acceptable solution. Customer shall not unreasonably withhold any approval provided for herein.

(k) Duties, Obligations and Responsibilities of NORESKO:

- (i) All labor furnished under this Construction Work Order shall be competent to perform the tasks undertaken, that all materials and equipment provided shall be new and of appropriate quality, and that the completed work shall comply with the requirements of this Construction Work Order.
- (ii) NORESKO shall maintain the Project site in a reasonably clean condition during the performance of the construction work.
- (iii) NORESKO shall thoroughly and regularly clean the Project site of all nonhazardous debris, trash and excess material or equipment.
- (iv) At all times relevant to this Construction Work Order, NORESKO shall permit Customer or any of its representatives to enter upon the Project site to review or inspect the construction work without formality or other procedure.
- (v) NORESKO will provide equipment manuals and other appropriate information regarding equipment installed hereunder to Customer at or about the time of Substantial Completion.

SECTION 2 OWNERSHIP OF ECMS

Ownership of and title to the ECMs referenced in Attachment E(1) to each Delivery and Acceptance Certificate (Attachment E) will automatically transfer to the Customer upon both: (a) the delivery of each such Delivery and Acceptance Certificate and Attachment E(1) by Customer to NORESKO, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all Customer's payment obligations to NORESKO, excluding payment obligations related to maintenance or other annual services hereunder.

Subject and subordinate to Lessors rights pursuant to the potential Lease, as defined below, NORESKO under this Construction Work Order shall be entitled to all rights, benefits, and remedies afforded a secured party under law with respect to the equipment installed pursuant to

this Construction Work Order, including but not limited to those under the Uniform Commercial Code, as adopted in the State of Arizona or any other applicable state ("Code"). NORESKO shall retain such security interest in the ECMs, pursuant to this Construction Work Order, for equipment installed hereunder until Customer shall have accepted the same and title has transferred to Customer. If requested by NORESKO in connection therewith, Customer agrees to provide to NORESKO appropriate financing statements and other documents necessary in order for NORESKO and/or any bank, lender or financial institution to which NORESKO has assigned any interest in this Construction Work Order, to perfect said subordinate security interest in the ECMs.

SECTION 3 FINANCIAL SERVICES

Energy Performance Contract Municipal Lease and Option to Purchase Agreement.

- ▶ Customer hereby represents and warrants to NORESKO that if the Customer enters into a lease ("Lease") with a third party lessor, Customer's obligation to make payments pursuant to the Lease will commence on the date that funds are deposited in the Escrow Fund.
- ▶ Customer acknowledges and understands that the amount of the potential Lease payments will be subject to current market conditions at the time of final credit approval and that the effectiveness of the potential Lease will be subject to final credit approval. Customer further acknowledges that its responsibility for the payments described in this Construction Work Order are in no way contingent on the effectiveness of the potential Lease.

SECTION 4 APPROPRIATION

Customer warrants and represents that Customer has on-hand, or shall obtain complete Project funding to compensate NORESKO for their services, in accordance with this Agreement, before Notice to Proceed shall be issued.

SECTION 5 COMPENSATION AND PAYMENT

(a) During the period beginning on the date of execution of this Construction Work Order and continuing through the Date of Substantial Completion for this Construction Work Order, Customer will make monthly progress payments to NORESKO based upon the portion of the work completed at the end of each month, as respectively provided for in Attachment G for which payment is being made. Customer shall (within five (5) days of receipt) execute and deliver to NORESKO completed forms E-1 (Attachment E-1) upon completion by NORESKO of each ECM. A Final Delivery and Acceptance Certificate (Attachment E-2) shall be executed by Customer upon final completion of the ECMs. Customer shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, which shall be deemed approved by NORESKO if Customer has not taken action with respect to any Certificate within ten (10) days of its receipt thereof. For the purposes of this Construction Work Order the term "Substantial Completion" shall mean that the subject ECM has been demonstrated by NORESKO to be operating in a manner consistent with its manufacturer's intended use. For the purposes of this Construction Work Order, the terms "Final Completion" or "Final Acceptance" shall mean that NORESKO has fulfilled all of its construction obligations for all ECMs installed under this Construction Work Order. This shall include the completion of all punchlist items and the submission of all required documentation.

(b) During the month following each successive twelve (12) month period beginning with the first day of the month following the date on which the Customer executes a Final Delivery and Acceptance Certificate (Attachment E-2), Customer shall pay the annual maintenance and measurement and verification (M&V) service fees (collectively, the "Performance Period Fee") set forth in Attachment G.

(c) Thirty (30) days after the date of an invoice on account of work done by NORESKO, Customer shall pay NORESKO 95% of the value of NORESKO's work. The remaining 5% retained shall be held as additional security for the faithful performance by NORESKO of all the work required under this Construction Work Order and shall be paid to NORESKO within thirty (30) days after Final Acceptance.

(d) Amounts not paid to NORESKO on or before the due dates specified in Sections 5(a)-(c) above will accrue interest at the rate of the prime interest rate plus four (4) percent for the number of days following the due date until such time as such amount due has been paid in full.

SECTION 6 COMMENCEMENT DATE AND TERM

The Commencement Date shall be the first (1st) day of the month following the date of execution of the Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance. Subject to the following sentence, the Term of this Construction Work Order shall begin on the Commencement Date and shall end exactly twenty (20) years from the commencement date, unless terminated prior to such date, as provided for in Section 13 and/or Section 16 of this Construction Work Order. If not otherwise terminated as provided for herein, the Term of this Construction Work Order shall terminate simultaneously with any termination of the potential Lease or termination of the Measurement and Verification Services. Nonetheless, the Construction Work Order shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period".

SECTION 7 PUBLICITY

Customer hereby grants to NORESKO and its directors, officers, employees, and affiliates (its "Authorized Representatives"):

- authorization to use Customer's name in NORESKO's client list;
- authorization to disclose the nature of Customer's relationship with NORESKO and certain summary "Project Information" (as defined below) in connection with the work for use in NORESKO's marketing efforts (the "Marketing Works");
- an non-exclusive, nontransferable, royalty-free license to copy any Project progress photos taken by NORESKO, or photos or other copyrighted material supplied by the Customer regarding the Project (the "Licensed Material") or any portion thereof, solely as needed to create Marketing Works, and
- authorization allowing NORESKO to publicly display the Licensed Material included in the Marketing Works.

Summary "Project Information" may include the location of the project, services provided by NORESKO in connection with the project, project price and any recognition or certification (e.g., LEED® certification) associated with the project. Authorized marketing materials which include summary Project Information—and/or Customer's name shall include internal newsletters or publications, press releases, case studies, photos, promotional brochures, and other publications (e.g. annual reports) created by or on behalf of NORESKO (the "Marketing Works"). Customer warrants that it owns the copyrights in the Licensed Material and waives any fees or royalties for use of the Licensed Material in the Marketing Works. For the avoidance of doubt, none of NORESKO, its Authorized Representatives, successors, or assigns has authorization from the Customer to publicize the Customer name, summary Project Information or Licensed Material for any other purpose.

SECTION 8 **GUARANTEE OF ENERGY SAVINGS**

NORESCO will guarantee to the Customer the amount of energy savings determined in accordance with Attachment F, "Guaranty of Energy Cost Savings".

SECTION 9 **RIGHT OF ENTRY/SPACE**

During the Term of this Construction Work Order, Customer shall provide NORESKO, and its employees, agents and subcontractors, including any utility which provides or may provide any payment under this Construction Work Order, access to the Property for the purpose of fulfilling NORESKO's obligations under this Construction Work Order. Customer shall provide mutually satisfactory space for the installation and operation of the ECMs and shall protect such equipment in the same careful manner that Customer protects its Property. Additionally, Customer shall provide NORESKO remote electronic access to the Energy Management System (if required) during the Term of this Construction Work Order. NORESKO shall obey and abide by any and all reasonable rules of Customer relative to the Property as they would directly relate to NORESKO's performance of its obligations under this Construction Work Order.

SECTION 10 **CHANGES IN WORK**

▶ The quantity, quality, dimensions, type, or other characteristics of the ECMs may be changed only by written consent of the Customer and NORESKO (and, where required by the potential Lease, the Lessor), via the execution of a Change Order Form (Attachment H). For any such Change Order request, NORESKO shall provide documentation substantiating the price increase.

▶ Changes not within the context of the original Scope of Services and/or an increase in the amount of the Construction Work Order exceeding \$50,000 may not be accomplished through the Change Order process, but shall require an amendment to the associated Construction Work Order and City Council approval.

▶ The parties agree that the Project Cost is based on prices of materials and labor in effect as of the date of the Agreement. Unless constituting a change to the original Scope of Services and/or an increase in the amount of the Construction Work Order exceeding \$50,000, the Project Cost may be adjusted via Change Order if changes in tariffs, import duties, trade policy, epidemics, applicable laws, market conditions, or related impacts result in substantial inequity (i.e. increase in over 5% of the Project Cost) to NORESKO, or its subcontractors/suppliers at any tier.

SECTION 11 **WARRANTIES**

(a) NORESKO warrants that the design, engineering, and installation services it performs will be performed consistent with good engineering practices and that such work is warranted to be free from defects in materials and workmanship for a period of two (2) years from the date of execution of the Delivery and Acceptance Certificate by the Customer with respect to Substantial Completion. Any manufacturers' warranties which exceed this two (2) year period shall be assigned to Customer to the extent allowed by the manufacturer. This warranty shall survive termination or expiration of the Agreement.

▶ Upon receipt of written notice from Customer, NORESKO at its' own expense shall promptly correct work rejected as defective or as failing to conform to the Agreement, whether observed before or after acceptance, and whether or not fabricated, installed or completed by NORESKO, and shall bear all costs of correction. If NORESKO does not correct deficiencies within a reasonable time specified in the written notice from Customer, Customer may perform

the work and NORESKO shall be liable for the costs. This two (2) year warranty is in addition to and does not limit NORESKO's other obligations herein. This warranty shall survive termination or expiration of the Agreement.

SECTION 12 CUSTOMER ROLE AND RESPONSIBILITIES

(a) Operations: The Customer shall operate the equipment installed hereunder in accordance with the manufacturers' recommendations and the procedures supplied to the Customer by NORESKO.

(b) Maintenance: The Customer shall, at its expense, maintain the Property in good working order during the Term of this Construction Work Order. Except as may otherwise be provided for in Attachment I, the Customer will maintain, at Customer's expense: (i) the equipment and all other components which comprise the ECMs (following the date of Substantial Completion), and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECMs.

(c) Malfunctions: The Customer will notify NORESKO immediately in the event of any malfunction in the operation of the ECMs or the equipment installed hereunder.

(d) Protection of ECMs: Except in the case of emergency, the Customer will not remove, move, alter, turn off, or otherwise significantly affect the operation of the equipment installed hereunder or the operation of the ECMs, or any individual part thereof, without the prior approval of NORESKO, which approval shall not be unreasonably withheld. After receiving NORESKO's approval, Customer shall proceed as instructed. Customer shall act reasonably to protect the ECMs from damage or injury, if, due to an emergency, it is not reasonable to notify NORESKO before acting. Customer agrees to protect and preserve the facility envelope and the operating condition of all ECMs, mechanical systems, and other energy consuming systems located on the Property.

(e) Measurement & Verification System: Customer shall not alter, move, modify, or otherwise change the measurement and verification system or any component thereof without the written consent of NORESKO unless such action is in accordance with operating procedures provided by NORESKO.

(f) Adjustment to Baseline: If, in the reasonable opinion of NORESKO, the Customer does not reasonably protect the ECMs and/or maintain the Property in good repair and good working condition, then NORESKO will equitably adjust the baseline, as referenced in Attachment F, for any increased energy usages at the Property.

(g) Changes to Property: The Customer will notify NORESKO in writing at least thirty (30) days prior to making any change to the Property that would significantly affect the energy usage at the Property, including but not limited to changes in the hours or days that the Property is occupied or operated, the number of occupants (including, but not limited to, staff, faculty and students), the activity conducted, the equipment, or the size of the Property. In the event NORESKO receives such notification or otherwise determines that such a change has occurred, it will make the appropriate revisions to the Attachments or take such other action as may be provided for hereunder.

(h) Energy Usage Data: The Customer will make available to NORESKO, on a monthly basis for the Term of this Construction Work Order, copies of all energy bills, energy usage data, and any and all other such documentation maintained by the Customer, as requested by NORESKO, which is necessary for NORESKO to determine and satisfy all of its obligations under this Construction Work Order.

(i) Insurance and Risk of Loss or Damage:

Prior to the Customer's receipt of ownership and title, at all times during the Term of this Construction Work Order, NORESKO assumes all risk of loss of or damage to the ECMs from any cause whatsoever.

Without limiting any of its obligations or liabilities under this Construction Work Order, upon receipt of ownership and title to the ECMs referenced in Attachment E(1), the Customer will, at its expense, provide and maintain sufficient insurance against the loss or theft of or damage to the ECMs related equipment and all components installed hereunder, for the full replacement value thereof.

If, following Customer's execution of the Delivery and Acceptance Certificate to be provided upon Substantial Completion and subsequent to Customer's complete payment to NORESKO in accordance with Section 5(a), as that amount may then have been modified in accordance with this Construction Work Order, any fire, flood, other casualty, or condemnation renders a majority of the Property incapable of being occupied and renders the ECMs or the equipment installed hereunder inoperable and, in the case of a casualty, the affected portion of such ECMs or equipment is not reconstructed or restored within one hundred and twenty (120) days from the date of such casualty, NORESKO and/or Customer may terminate this Construction Work Order by delivery of a written notice to the other Party. Upon such termination, Customer shall pay NORESKO any amounts, or pro-rata portions thereof, accrued under Section 5(b)-(e), and the applicable Termination Value, if any, set forth in Section 5. NORESKO shall not be responsible for any savings deficiencies resulting from ECMs being rendered useless for the period of time prior to reconstruction of the ECM. The savings guaranty will be adjusted to account for the unavailability of the ECM.

(j) Telephone/Broadband: Customer is responsible for installing and maintaining either telephone lines or providing broadband access to the energy management system via Customer's Local Area Network (LAN). Customer is responsible for all associated costs for the energy management system's telephone lines or broadband access.

(k) Protection: Customer shall at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its other Property.

(l) Alteration: Customer agrees not to move, alter, or change the ECMs in any way that causes a reduction in the level of efficiency or savings generated by any ECM or the equipment installed hereunder without obtaining NORESKO's prior written approval which shall not be unreasonably withheld.

(m) Storage: Customer will provide reasonable rent free space for NORESKO, or any of its subcontractors, to mobilize and store its supplies, tools, and equipment during installation of the ECMs or other activities by NORESKO within the Property pursuant to this Construction Work Order for which such storage may be required. Said storage space shall be provided with locking capacity acceptable to NORESKO. Only NORESKO, or any of NORESKO's subcontractors, and the Customer's assigned personnel shall have access to the storage. Customer assumes no responsibility nor will Customer provide any additional security for the storage provided.

(n) Fuel: Customer shall procure and pay for all energy and fuel for the operation of the Property.

SECTION 13 **DEFAULTS BY CUSTOMER AND NORESCO**

(a) Customer shall be in default under this Construction Work Order upon the occurrence of any of the following:

- (i) Customer fails to pay when due any amount to be paid under this Construction Work Order and such failure continues for a period of five (5) working days after notice of overdue payment is delivered by NORESCO to the Customer;
- (ii) Customer fails to perform or meet any of its required duties or obligations under this Construction Work Order and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Customer does not commence and diligently pursue to cure such failure and effects as soon as possible;
- (iii) Customer goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against the Customer under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.
- (iv) Customer becomes aware that the allocated funds associated with this Agreement have been reduced (or are no longer available) to an amount insufficient to meet its outstanding obligations on the Project;

(b) NORESCO shall be in default under this Construction Work Order upon the occurrence of the following:

- (i) NORESCO fails to perform or meet any of its required duties or obligations under this Construction Work Order and fails to cure such failure or effects of such failure within thirty (30) days of receipt of written notice of default, unless such failure or effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if NORESCO does not commence and diligently pursue to cure such failure as soon as possible.

SECTION 14 **REMEDIES FOR DEFAULTS**

(a) In the event Customer defaults under this Construction Work Order, NORESCO:

- (i) may bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of direct damages, (including amounts past due), and/or bring an action in equity for specific performance; and
- (ii) without recourse to legal process, may terminate this Construction Work Order by delivery of written notice of termination.

(b) In the event NORESCO defaults under this Construction Work Order, Customer may terminate this Construction Work Order and bring an action in law for direct damages.

SECTION 15 **ARBITRATION**

In the event of any dispute whatsoever between the Parties, they shall exhaust every reasonable effort to settle or dispose of the same, including a discussion of the matter between senior executives of each Party.

Any controversy or claim arising out of or relative to this Construction Work Order or the breach thereof, not adjusted or disposed of by mutual agreement between the Parties, shall be first settled by mediation and then (in the absence of settlement after mediation), by arbitration under the American Arbitration Association Construction Arbitration Rules then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and arbitration decision shall be final and binding on the Parties and on all Parties subject to the following. Said arbitration proceedings shall be filed in the Regional office of the American Arbitration Association nearest to the project site. All arbitrators shall be bound by the terms of this Construction Work Order. The expenses of any arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel.

SECTION 16 TERMINATION

▶ At any time after execution Customer may terminate all or a portion of the Construction Work Order in whole or part for convenience upon thirty (30) days written notice to NORESKO, without further penalty and liability to NORESKO provided that Customer has paid to NORESKO: (a) all amounts due as set forth in Section 5 and on Attachment G (other than amounts due for future performance by NORESKO) as further agreed upon in writing by the Parties.

• Customer may terminate all or a portion of the Construction Work Order due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to NORESKO. In the event the City terminates the contract for budget constraints and non-appropriation of funds for the following fiscal year, City shall pay NORESKO for materials and/or services accepted by the City prior to the date of termination.

SECTION 17 INSURANCE

Without limiting any of its obligations or liabilities under this Construction Work Order, NORESKO shall provide and maintain at its expense the following minimum insurance coverage's where reasonable market availability for such insurance exists:

(a) Workers' Compensation and Employer's Liability Insurance at the level required by the laws of the State of Arizona.

(b) Comprehensive General Liability Insurance, including contractual liability: Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; Personal Injury per occurrence, \$1 million; and Excess Liability, \$5 million.

(c) Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automotive equipment: Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; and Excess Liability, \$5 million.

(d) Payment and Performance Bond. NORESKO shall within thirty (30) days of execution of this Construction Work Order, deliver to the Customer Performance and Payment Bonds in a sum equal to the contract price with sureties satisfactory to the Customer, conditioned upon the faithful performance by NORESKO, for the implementation of the ECMs as it may be from time to time modified by Change Orders, such bonds to be in such form and otherwise to contain such provisions as are reasonably satisfactory to the Customer. NORESKO shall deliver to Customer the Payment and Performance Bond prior to commencement of construction of any work in respect of this Construction Work Order. The Payment and Performance Bonds required hereunder shall expire upon final acceptance of all ECMs required under this Construction Work Order (including any applicable one year warranty period), and shall not

secure any energy savings, measurement and verification obligations, or maintenance/service obligations, which may be guaranteed by NORESKO under this Construction Work Order.

(e) Customer will provide and maintain insurance as described in Section 12(i) of this Construction Work Order, naming NORESKO as additional named insured and waiving subrogation. NORESKO shall be primary on such insurance.

SECTION 18 INDEMNIFICATION AND LIMITATION OF LIABILITY

(a) Notwithstanding any other provision of this Construction Work Order, NORESKO's, its officers, employees, agents, affiliates, or subcontractors' aggregate liability in contract, tort, or otherwise, without limitation, under this Construction Work Order, shall in all cases be limited to the sum of the payments received by NORESKO pursuant to this Construction Work Order.

(b) Each Party (hereinafter referred to as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party from and against any and all claims for damages sustained by third parties arising by reason of bodily injury or damage to third party property caused by the Indemnifying Party's willful misconduct or negligent physical acts (or the willful misconduct or negligent physical acts of any entity under the control, responsibility or direction of the Indemnifying Party). In no event, however, shall the Indemnifying Party be obligated to indemnify the other Party to the extent that any injury or damage is caused by the negligence of the other Party or any entity for which the other Party is legally responsible.

(c) NORESKO shall be solely responsible for and shall indemnify and hold harmless the Customer, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of NORESKO or a NORESKO Agent, regardless of whether taken pursuant to or authorized by this Construction Work Order and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that NORESKO shall not be responsible for that portion, if any, of a Loss that is caused by the negligence or wrongful act of the Customer.

(d) NORESKO shall, upon the Customer's demand and at the Customer's direction, promptly and diligently defend, at NORESKO's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which NORESKO is responsible under this Section and NORESKO shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

(e) NORESKO shall, and shall cause NORESKO Agents to, cooperate with the Customer in connection with the investigation, defense, or prosecution of any action, suit, or proceeding in connection with this Construction Work Order including the acts or omissions of NORESKO and/or a NORESKO Agent in connection with this Construction Work Order.

(f) The provisions of this Section shall survive the termination of this Construction Work Order.

(g) Anything herein notwithstanding, in no event shall either Customer or NORESKO be liable to the other party for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.

SECTION 19 AGREEMENT INTERPRETATION AND PERFORMANCE

The interpretation and performance of this Construction Work Order, and the interpretation and enforcement of the rights of the Parties hereunder, shall be in accordance with and controlled by

the laws of the Commonwealth of Massachusetts. In the event of any ambiguity or conflict in meaning, the terms of this Construction Work Order shall not be construed against the drafting Party based upon that Party's having drafted this Construction Work Order.

SECTION 20 PRIVILEGED AND PROPRIETARY INFORMATION

NORESCO's systems, means, cost, and methodologies of evaluating, implementing, accomplishing, and determining energy savings and the terms of the Construction Work Order for this project shall be considered privileged and proprietary information. Customer shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. Customer shall not disclose such proprietary information without the express written consent of an officer of NORESKO unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law ("FOIL"), Customer will provide prompt verbal and written notice to NORESKO such that NORESKO will have the opportunity to timely object under FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Customer is required to make a filing with any agency or other governmental body, which includes such information, Customer shall notify NORESKO and cooperate with NORESKO in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Customer be permitted to redact portions of such information, as NORESKO may designate, from that portion of said filing which is to be made available to the public.

SECTION 21 SEVERABILITY

In the event that any clause or provision of this Construction Work Order or any part thereof shall be declared invalid by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Construction Work Order.

SECTION 22 ASSIGNMENTS AND SUBCONTRACTING

(a) NORESKO may elect to use subcontractors and outside professionals in meeting its obligations hereunder. Customer shall be provided a list of all subcontractors and outside professionals in advance of performance of specific work intended to be performed by the subcontractors or outside professionals, and the Customer shall approve all subcontractors and outside professionals. Such approval shall not be unreasonably withheld or delayed. Customer shall have the right to inspect and audit all of NORESKO's records related to the Construction Work Order, specifically, the procurement of subcontractors and outside professionals, and financial documentation, for up to five (5) years after completion of the Construction Work Order.

(b) Customer shall not assign, transfer, or otherwise dispose of this Construction Work Order, the ECMs, or any interest therein, or sublet or lend the ECMs or permit the ECMs to be used by anyone other than the Customer and Customer's employees without the prior express written consent of NORESKO (or, if applicable, the potential Lessor) such consent not to be unreasonably withheld. If Customer transfers ownership or its interest in the Property, the Customer will terminate this Construction Work Order as provided for in Section 16.

(c) NORESKO shall not assign this Construction Work Order in whole or in part to any other party without first obtaining the written consent of Customer prior to assignment, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, NORESKO may assign, without obtaining the consent of Customer, its rights and obligations under this Construction Work Order in whole or in part to any affiliated or associated company of NORESKO and its rights for payments under this Construction Work Order to any financial institution, lender, or investor in connection with a leasing or financing arrangement for the ECMs.

SECTION 23 **WAIVER**

The failure of either Party to require compliance with any provision of this Construction Work Order shall not affect that Party's right to later enforce the same. It is agreed that the waiver by either Party of performance of any other terms of this Construction Work Order or of any breach thereof will not be held or deemed to be a waiver by that Party of any subsequent failure to perform the same or any other term or condition of this Construction Work Order or any breach thereof.

SECTION 24 **FORCE MAJEURE**

(a) If either Party shall be unable to carry out any part of its obligations under this Construction Work Order (except Customer's obligation to make payments when due) due to causes beyond its control ("Force Majeure"), including but not limited to an act of God, epidemics, pandemics, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States or any state or any of their departments, agencies, or officials, or any other civil governmental, transportation delays, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, explosion, or nuclear emergency, this Construction Work Order shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:

(i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;

(ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(iii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;

(iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and

(v) the Term of this Construction Work Order, at NORESKO's option, shall be extended for a period equal to the number of days that the Force Majeure prevented the non-performing Party from performing.

(b) Any decision by the Customer to close or change the use of the facilities or ECMs at the Property shall not constitute a Force Majeure excusing Customer's performance under this Construction Work Order.

SECTION 25 **RECORDS**

To assist NORESKO in its performance of this Construction Work Order, Customer shall (to the extent it has not already done so) furnish (or cause its energy suppliers to furnish) to NORESKO, upon its request, accurate and complete data (kept by Customer or Customer's energy suppliers in the regular course of their respective businesses) concerning energy usage for the existing facilities at the Property, including the following data for the most current thirty-six (36) month period: utility records, occupancy information; descriptions of any changes in building structure or heating, cooling, or other systems or energy requirements; descriptions of all energy consuming or saving equipment used on Property; descriptions of all energy management procedures presently utilized.

SECTION 26 **ESCO NOT A MUNICIPAL ADVISOR**

The Customer acknowledges and agrees that NORESKO has not acted as a municipal financial advisor to the Customer and that the Customer has not relied on NORESKO for any matters relating to the financing of the project, including issuance of any bonds.

SECTION 27 **ABSENCE OF FRAUD OR COLLUSION**

NORESKO hereby certifies, by its execution of this Construction Work Order, that no official or employee of Customer has any pecuniary interest in this Construction Work Order or in the expected profits to arise here from, and that this Construction Work Order is made in good faith without fraud or collusion with any other person involved in the bidding process.

SECTION 28 **NEGLIGENT/WRONGFUL ACTS**

It is understood and agreed that neither Party to this Construction Work Order shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this Construction Work Order shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

SECTION 29 **FURTHER DOCUMENTS AND EVENTS**

The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Construction Work Order, in that regard, it being understood and agreed that NORESKO covenants and agrees to execute or procure the execution of all documents reasonably required to release any lien held by NORESKO or its assignees upon the termination of this Construction Work Order and payment of all amounts required to be paid by Customer to NORESKO, pursuant to this Construction Work Order, including but not limited to the Termination Value, if any. It being further agreed and understood that Customer agrees to execute all documents which may be reasonably required by an entity which provides funds for any financing contemplated herein and to cooperate with NORESKO in obtaining such funds.

It is further understood that Customer agrees to execute all documents which may be reasonably required to obtain all licenses, permits, and governmental approvals required by NORESKO for installation and operation of the ECMs. NORESKO's obligations hereunder are also subject to obtaining any such licenses, permits, and governmental approvals.

SECTION 30 **NOTIFICATIONS OF GOVERNMENTAL ACTION - OCCUPATIONAL SAFETY AND HEALTH**

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of Federal, State or Local law, relating in any way to the undertakings of either Party under this Construction Work Order.

SECTION 31 **REFERENCES**

Unless otherwise stated all references to a particular Attachment or to Attachments herein are to the referenced Attachment or Attachments which are attached to this Construction Work Order and all such referenced Attachments are incorporated by reference within this Construction Work Order. All references herein to a Section shall refer to a Section of this Construction Work Order unless specifically stated otherwise.

SECTION 32 CHANGE ORDERS

This Construction Work Order may not be modified or amended except in writing by a Change Order signed by both Parties as defined by Section 10.

SECTION 33 CANCELLATION FOR CONFLICT OF INTEREST

The Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

SECTION 34 NORESCO'S WARRANTY

NORESCO warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. NORESKO shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. NORESKO acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach subject to penalties up to and including termination of the Construction Work Order, and that Customer retains the legal right to inspect the papers of any employee who works on the Construction Work Order to ensure compliance with this warranty.

Example Only - Not for Execution

**EXHIBIT A,
ATTACHMENT B**

PROPERTY DESCRIPTION

[TO BE DETERMINED]

Example Only - Not for Execution

**EXHIBIT A,
ATTACHMENT C**

SCOPE OF SERVICES

**DESCRIPTION OF THE ENERGY EFFICIENCY MEASURES
AND THE EQUIPMENT**

The following is a brief description of the ECMs and related equipment to be installed by NORESKO at the Property.

[Description]

Example Only - Not for Execution

**EXHIBIT A,
ATTACHMENT D
EQUIPMENT LEASE DOCUMENTS (IF APPLICABLE)**

[Reserved, if not applicable]

Example Only - Not for Execution

**EXHIBIT A,
ATTACHMENT E-1**

**DELIVERY AND ACCEPTANCE CERTIFICATE
UPON SUBSTANTIAL COMPLETION**

Customer hereby acknowledges receipt of the Energy Conservation Measure(s) described in Construction Work Order No. _____ between Customer and NORESKO (which are listed and attached hereto), as fully installed and in good working condition. Customer hereby accepts these Energy Conservation Measure(s) after full inspection thereof as satisfactory for all purposes of the Agreement and the Construction Work Order. Customer agrees to make the related payment(s) to NORESKO as set forth in Section 4 and Attachment G of the Construction Work Order.

Substantial Completion Date:

ECM(s):

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECM(s) to which this Delivery and Acceptance Certificate relates is/are attached hereto.

Example Only - Not for Execution

**EXHIBIT A,
ATTACHMENT E-2**

**FINAL DELIVERY AND ACCEPTANCE CERTIFICATE
FINAL ACCEPTANCE OF PROJECT**

Customer hereby acknowledges Final Acceptance of all Energy Conservation Measures described in Construction Work Order No. _____ between Customer and NORESKO. The date of Final Acceptance is the date certified by the Customer that the Work has been installed, functionally tested, and all punchlist items completed in accordance with the Contract Documents, so that the Customer has possession of the work and can use it for its intended use. Customer hereby accepts the Energy Conservation Measure(s) listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement and the Construction Work Order. Customer agrees to make the required payment(s) to NORESKO as set forth in Section 4 and Attachment G of the Construction Work Order.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECMs to which this Delivery and Acceptance Certificate relates are attached hereto.

Example Only - Not for Execution

**EXHIBIT A,
ATTACHMENT F**

GUARANTY OF ENERGY COST SAVINGS

1. DEFINITIONS

When used in this Construction Work Order, the following capitalized words shall have the meaning ascribed to them below:

“Baseline Period” is the period of time that defines the Baseline Usage and is representative of the facilities operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

“Baseline Usage” is the calculated energy usage of the Facilities prior to the implementation of the ECMs.

“Baseline Demand” is the calculated energy demand of a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate data, and control strategies, will typically be determined through building occupancy, energy end-use survey and plug load surveys of the Facilities.

“Cumulative Excess Verified Savings” is the total amount of Excess Verified Savings based on the results of the Measurement & Verification Plan in the Guaranteed Savings Reconciliation Report carried over to subsequent Guaranty Periods.

“Energy and Operational Cost Avoidance Guarantee Practices” are those practices identified in The Schedule of Savings, intended to achieve avoided costs in energy and/or operating expenses.

“Energy Costs” may include the cost of electricity and fuels to operate HVAC equipment, cogeneration system, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

“ECM” the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment C.

“Excess Verified Savings” is the amount of Verified Savings minus Guaranteed Savings in a Guaranteed Period.

“Facilities” shall mean those described in Attachment B.

“F.E.M.P.” shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO 10096-248, February 1996, or later versions). The F.E.M.P. guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D.

“First Guarantee Period” is defined as the period beginning on the first (1st) day of the month following the date of execution of the Delivery and Acceptance Certificate (Attachment E-2)

upon Final Acceptance of this Project by the Customer and ending on the day prior to the first (1st) twelve-month anniversary thereof.

“Guarantee Period” is defined as the First Guarantee Period and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Period throughout the Term of this Construction Work Order.

“Guaranteed Savings” is defined as the amount of avoided Energy and Operational Costs guaranteed to the Customer in each Guarantee Period.

“Guaranteed Savings Reconciliation Report” is defined as the process and report for determining the Verified Savings in each Guarantee Period and reconciling it to the Guaranteed Savings in the same Guarantee Period.

“IPMVP” shall mean the International Performance Measurement and Verification Protocol and its Measurement and Verification Guidelines for energy savings performance contract projects. The IPMVP guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D.

“Measurement and Verification Plan” (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

“Operational Costs” shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

“Post Installation Report” is defined as the process and report for determining the Expected Savings for the First Guarantee Period after the completion of construction.

“Term” shall be twenty (20) years from acceptance.

“Verified Savings” is defined as the summation of avoided Energy and Operational Costs as determined by the Measurement & Verification Plan for the Facilities in each Guarantee Period as a result of the ECMS provided by NORESKO as well as Excess Verified Savings, if any carried forward from previous years.

2. TERM AND TERMINATION

2.1 **Guarantee Term.** The Term of this Guarantee shall commence on the first (1st) day of the month following the date of execution of the Final Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project by the Customer and shall terminate at the end of twenty (20) years unless terminated earlier as provided for herein.

2.2 **Guarantee Termination.** Should this Construction Work Order be terminated (including, as applicable, the Maintenance or Measurement & Verification Services) in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Period in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations, if any, in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Periods shall be

null and void.

3. SAVINGS GUARANTEE

3.1 Guaranteed Savings: **Table F.1** lists the amount of Guaranteed Savings resulting from the ECMs to be installed by NORESKO.

Year	\$ Amount

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of NORESKO's efforts that result in no additional costs to Customer beyond the costs identified in this Construction Work Order will be included in the Guarantee Savings Reconciliation Report for the applicable Guarantee Period (s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by Customer and as calculated through the Measurement & Verification Plan that result from activities undertaken by NORESKO prior to Final Acceptance may be applied to the Verified Savings for the First Guaranty Period.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Period are considered satisfied if the Verified Savings for such Guarantee Period equals or exceeds the Guaranteed Savings for such Guarantee Period.

3.1.4 Savings Shortfalls. In the event that the Verified Savings in any Guarantee Period is less than the Guaranteed Savings required for that Guarantee Period, after giving credit for any Excess Verified Savings carried forward from previous Guarantee Periods, NORESKO shall, upon receipt of written demand from Customer, compensate Customer the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) calendar days. Resulting compensation shall be NORESKO's sole liability for any shortfall in the Guaranteed Savings.

3.2 Post Installation Documentation. NORESKO will provide Customer with a Post Installation Report (PIR) detailing the Expected Savings for the First Guarantee Period within 120 days following the commencement of the First Guarantee Period. Customer will assist NORESKO in generating the PIR by providing NORESKO's receipt thereof, together with access to relevant records relating to such Energy Costs and Operating Costs. Customer will also assist NORESKO by permitting access to any energy billing information, maintenance records, drawings, or other data deemed necessary by NORESKO to generate the said report. Data and calculations utilized by NORESKO in the preparation of its PIR will be made available to Customer, along with such explanations and clarifications as Customer may reasonably request.

3.2.1 Acceptance of Post Installation Report. From the time of receipt, Customer will have

ninety (90) days to review the PIR and provide written notice to NORESKO of non-acceptance of the PIR. In the event that Customer does not approve or disapprove of the PIR with ninety (90) days of its submission, NORESKO shall provide a notice Customer has passed its review deadline and has three (3) additional days to review. In the event Customer does not approve or disapprove of the PIR within three (3) days of receipt of that notice, Customer shall be deemed to have accepted the PIR and its findings.

3.3 Savings Reconciliation Documentation. NORESKO will provide Customer with a Guarantee Savings Reconciliation Report after each Guarantee Period within 120 days. Customer will assist NORESKO in generating the savings reconciliation report by providing NORESKO's receipt thereof, together with access to relevant records relating to such Energy and Operating Costs. Customer will also assist NORESKO by permitting access to any energy billing information, maintenance records, drawings, or other data deemed necessary by NORESKO to generate the said report. Data and calculations utilized by NORESKO in the preparation of its Guarantee Savings Reconciliation Report will be made available to Customer, along with such explanations and clarifications as Customer may reasonably request.

3.3.1 Acceptance of Guarantee Savings Reconciliation Report. At the end of each Guarantee Period, Customer will have forty-five (45) days to review the Guarantee Savings Reconciliation Report and provide written notice to NORESKO of non-acceptance of the Guarantee Savings Reconciliation Report for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the Guarantee Savings Reconciliation Report shall constitute the deemed acceptance of the Report and its findings by the Customer.

3.3.2 Guarantee Savings Reconciliation. Verified Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in the Measurement & Verification Plan and/or additional methodologies defined by NORESKO that may be negotiated with Customer at any time. Actual savings reduction in utility bills may vary from the Verified Savings for reasons outside of NORESKO's control including but not limited to: changes in energy and other utility rates and tariffs, changes in Customer operating schedules and usage patterns, changes in Customer loads due to addition or reductions in energy and water consuming devices, changes in weather, impacts due to the operations of ECMs, impacts due to the maintenance of ECMs maintained by Customer, and additions to and/or reduction in facility space usage. For the purposes of calculating any shortfalls or excesses of Verified Savings versus Guaranteed Savings, the Measurement & Verification Plan will be utilized.

3.3.3 Activities and Events Adversely Impacting Savings. Customer must promptly notify NORESKO of any activities known to Customer, which adversely impacts NORESKO's ability to realize the Guaranteed Savings and NORESKO shall be entitled to reduce the Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond NORESKO's reasonable control.

3.2.2 Guarantee Adjustment. NORESKO's Guaranteed Savings obligations under this Construction Work Order are contingent upon: (1) Customer following the operations and maintenance requirements for the ECMs in accordance with the Construction Work Order; (2) no alterations or additions being made by the Customer without prior notice and written agreement of the Parties; (3) Customer sending all current utility bills to NORESKO within two (2) weeks after receipt; and (4) NORESKO'S ability to render services not being impaired by circumstances beyond its control. To the extent that the Customer defaults or fails to perform fully any of its obligations under this Construction Work Order, NORESKO may, in its sole

discretion, adjust the Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless NORESKO has first provided the Customer with written notice of Customer's default(s) or failure(s) to perform and Customer has failed to cure its default(s) and failure(s) to perform within thirty (30) days after receipt of such notice.

3.2.3 Energy Rates. TO BE DETERMINED.

4. MEASUREMENT & VERIFICATION PLAN

4.1 Measurement and Verification. Measurement and Verification. NORESKO and the Customer agree that the Verified Savings by ECM will be determined using the following Measurement & Verification plans further described in this section. Through this plan, the guaranteed savings generated by the ECMs installed in the Facilities will be validated. The M&V methodologies proposed for these ECMs are based on the version 2.2 of the F.E.M.P. Measurement and Verification Guidelines. The objective of the plan is to quantify the actual electrical and fossil fuel and compare those to the specific Baseline Usage for each Facility, the difference of which is the Verified Savings.

4.2 During the term of the Construction Work Order, NORESKO will make adjustments to energy savings due to changes in building occupancy, weather data, and utility rate schedules, etc. The unit costs of energy will be applied to the energy savings calculated by this M&V plan. Current utility cost will be used as a basis for determining the unit cost, with floor and ceiling prices set by baseline rate information, presented herein this Attachment.

4.3 M&V Descriptions: TO BE DETERMINED

Example Only - Not for Execution

**EXHIBIT A,
ATTACHMENT G**

CONTRACT COST AND ANNUAL SERVICES

- (a) Customer agrees to pay to NORESKO, the amount equal to the Project Cost, as listed below, in accordance with the terms described in Section 4 of the Construction Work Order. The proposed monthly progress payments shall be substantially the same as those found in Attachment G-1, Proposed Progress Payments, attached hereto.

Project Cost = \$XX,XXX,XXX.XX

Proposed Monthly Progress Payments are attached hereto as Attachment G-1.

- (b) Maintenance Fee: To the extent applicable, Customer shall pay NORESKO for annual maintenance provided under this Construction Work Order that the Parties mutually agree to have NORESKO perform. To the extent applicable, Customer agrees to pay the annual Maintenance Fee as provided for below with respect to such agreed upon services.

Maintenance Fee(s) = \$X,XXX.XX (annually)

- (c) Measurement & Verification Fee: To the extent applicable, Customer shall pay NORESKO for annual measurement and verification services provided under this Construction Work Order that the Parties mutually agree to have NORESKO perform. To the extent applicable, Customer agrees to pay the annual Measurement & Verification fee as provided for below with respect to such agreed upon services.

Year 1 M&V Fee: \$X,XXX.XX

Year 2 M&V Fee: \$X,XXX.XX

- (d) Performance Period Fee: The annual performance period fee shall be the sum of the Maintenance Fee and the Measurement and Verification Fee listed above. Specifically, where applicable, Customer agrees to pay the following Performance Period Fees.

<u>Year</u>	<u>Annual Amount</u>
1	
2	
3	
4	
5	

**EXHIBIT A,
ATTACHMENT H
CHANGE ORDER FORM**

(Request & Agreement for Change in Plans and/or Specifications and/or Terms)

Change Request No. _____

Customer: _____

Department: _____

Project No. _____ Contract No. _____ Site: _____

Title: _____

I. REQUEST

Date: _____

(a) Requested by _____ Of _____

(b) Description of change _____

II. NORESKO's AGREEMENT

For all costs involved in this change including extensions of time herein requested NORESKO proposes to perform the work described in accordance with the provisions of the subject Construction Work Order and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted in writing.

An extension of contract time of _____ calendar days to _____ is requested.

NORESKO _____ by _____ Date: _____

CUSTOMER APPROVAL: _____ Date: _____

	Contract Award	\$	
Customer _____	Previous Additions	\$	
	Previous Deductions	\$	
By: _____	Net Total	\$	
Title: _____	This Change	\$	
	Total	\$	

EXHIBIT A,

ATTACHMENT I

MAINTENANCE SERVICES

Maintenance services provided by NORESKO are limited to annual oversight activities as described in the M&V Plan in the Detailed Energy Audit dated _____, as may be amended by the Parties. Oversight activities are limited to annual confirmation that the Customer continues to operate, maintain, and repair the ECMs in a manner consistent with contract requirements to ensure the persistence of guaranteed savings over the term of the Project. NORESKO shall submit an annual report indicating the results of its maintenance oversight functions.

Example Only - Not for Execution

**EXHIBIT A,
ATTACHMENT J
NOESCO INSTALLED EQUIPMENT**

Example Only - Not for Execution

**EXHIBIT A,
ATTACHMENT K
STANDARDS OF SERVICE**

Example Only - Not for Execution

**CONSTRUCTION WORK ORDER NO. 1
AND NOTICE TO PROCEED**

1. This Construction Work Order No. 1, executed between NORESKO and Customer and dated _____ (“Construction Work Order Effective Date”), is issued pursuant to the Agreement dated _____, between NORESKO and Customer. All terms of the Agreement are incorporated herein.
2. The terms applicable to this Construction Work Order are set forth in the Agreement, this Construction Work Order, and attachments hereto.
3. Customer hereby requests that NORESKO complete the Construction Work described in this Construction Work Order and NORESKO agrees to complete the Construction Work described in this Construction Work Order.
4. Customer hereby acknowledges that this Construction Work Order constitutes a valid Notice to Proceed issued by the Customer for the work discussed herein.

By signing below, the Parties agree to the terms of this Construction Work Order.

NORESKO, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City of Flagstaff

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney’s Office

ATTACHMENT A

TERMS FOR CONSTRUCTION WORK

All Capitalized terms not defined herein, shall have the definition as set for the in the Agreement.

SECTION 1 **SCOPE OF SERVICES**

(a) Construction Work: NORESKO shall furnish all labor, materials, and equipment and perform all work required for the completion of the Scope of Services set forth in Attachment C at Customer's buildings/land, premises described in Attachment B ("Property"), including the installation of the energy conservation measures listed therein, as such Scope of Services and such Attachments may be modified in accordance with this Construction Work Order. Customer and NORESKO shall mutually plan the scheduling of the construction work. The construction work will be planned to minimize the interruption of the daily routine of Customer's staff and students except as permitted in writing by Customer. NORESKO will list installed equipment on Attachment J hereto and made a part hereof at the time that construction is complete. Attachment J may be modified as provided for herein.

(b) Hazardous Materials: Unless explicitly and specifically identified in Attachment C, NORESKO's Scope of Services is predicated on the viability of this Project without any asbestos or hazardous materials abatement being required by NORESKO. For the avoidance of doubt, unless explicitly and specifically identified in Attachment C or in Section 1(c) below, the Scope of Services does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any premise, Property, site, facility, etc. at which Work is performed and any soil or groundwater at the premise, Property, site, facility, etc. by petroleum or petroleum products (collectively called "Oil"), mold, lead, asbestos, or any hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, asbestos, lead-containing paint, mold, and refrigerant. Except as explicitly and specifically identified in Attachment C, the Customer represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. All services have been priced and agreed to by NORESKO in reliance on the Customer's representations as set forth in this Article. In the event that (i) NORESKO encounters any Hazardous Materials which are in the immediate vicinity of NORESKO's work, or (ii) NORESKO determines that its work will result in the disturbance of Hazardous Materials, or (iii) NORESKO determines that the presence of Hazardous Materials will impede NORESKO's work, NORESKO will notify Customer of the same and Customer will, at its cost, cause the Hazardous Materials to be promptly and properly removed, enclosed, encapsulated or otherwise abated in accordance with applicable laws and regulations, or alternatively, Customer, at its cost, may provide written test reports showing that Hazardous Materials in that area have been properly removed, enclosed encapsulated or otherwise abated in accordance with applicable laws. In the event NORESKO cannot determine whether any particular material does or does not contain Hazardous Materials, Customer, upon NORESKO's written request, will, at its cost, promptly perform tests or cause tests to be performed in order to determine whether or not such material is a Hazardous Material and/or whether there are unacceptable levels of airborne particulate material containing asbestos or such other Hazardous particulate(s) or provide such a test report. Under no

circumstances, shall NORESKO be required to handle Hazardous materials.

(c) Disposal: NORESKO, at its cost, shall be responsible for disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of the installation of the ECMs pursuant to this Construction Work Order. In addition, NORESKO shall, at its cost, cause all lamps and PCB-contaminated ballasts, if any, which have been rendered useless and removed as a result of the installations of the ECMs to be transported and disposed of via recycling and incineration, respectively. All other existing PCB-contaminated ballasts, lamps and any other hazardous substances, however, remain the responsibility of Customer and NORESKO shall assume no liability in connection with their removal, handling, transportation, and/or disposal. In all instances, with the only exception being those hazardous materials that NORESKO brings to the site, the Customer will be the "Generator" of record and sign any and all disposal documents (i.e. manifests, bills of lading, etc.) in order to document the abatement or removal of any such Hazardous Materials from Customer's site or Premises.

(d) Maintenance: To the extent provided for in Attachment I "Maintenance Services," NORESKO will service and maintain the equipment that is specifically identified therein, at a cost to the Customer which is provided for in Attachment G, for the Term of this Construction Work Order. Except for ECMs (or other equipment) which are to be maintained by NORESKO, Customer shall be responsible for servicing and maintaining the ECMs (and such other equipment) at its own cost.

(e) Measurement & Verification: To the extent provided for in Attachment F – "Guaranty of Energy Cost Savings" - NORESKO will also supply such ongoing Measurement & Verification services to the Customer which may be agreed upon between the Parties at an annual fee to be set forth in Attachment G.

(f) Compliance With Law: NORESKO shall comply with and obtain, at its expense, all licenses and permits required by Federal, state and local laws in connection with the installation of the ECMs. To the extent that NORESKO agrees to perform operations and/or maintenance of specified ECMs or other equipment, it shall comply with and obtain, at its expense, all licenses and permits which may be required by Federal, state and local laws in connection with the operation and/or maintenance of such specified ECMs. In the event that NORESKO cannot procure any such license or permit in light of a requirement that Customer is required to do so, Customer will procure the same. Should a change in law occur subsequent to the date of execution of the Construction Work Order that increases NORESKO's Project costs, the parties shall, to the extent allowed by law, negotiate an equitable resolution. NORESKO shall pay the required prevailing wage rates for work in connection with this Project to the extent required by Arizona law.

(g) Taxes: Notwithstanding any other provision herein, Customer shall be responsible for all taxes arising from or in connection with Customer's participation in this Construction Work Order and the benefits to Customer hereunder. Customer shall reimburse NORESKO for any taxes, permits, tariffs, or fees not in effect on the date of this Construction Work Order, but for which NORESKO may become liable, directly or indirectly, during the Term of this Construction Work Order. If Customer is a tax-exempt entity, it shall cooperate reasonably with NORESKO to ensure purchases of materials or equipment required under this Construction Work Order enjoy any reasonable favorable tax considerations available under applicable State or local law or regulation.

(h) Non-Discrimination: NORESKO agrees not to knowingly or willfully discriminate against any employee, or applicant for employment, to be employed in the performance of this Construction Work Order, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex,

race, disability, color, religion, national origin, Vietnam era military service, or ancestry in accordance with applicable Federal, State, or local laws.

(i) Standards of Service and Comfort: Customer shall operate the ECMs in a manner that shall provide the standards of service and comfort provided for in Attachment K hereto.

(j) Specifications: Prior to beginning the work hereunder, NORESKO may provide (or Customer, at its option, may reasonably request to have NORESKO provide) written specification of, any ECMs to be installed. Customer shall furnish its written approval or disapproval of each such written specification within ten (10) working days following its receipt of written notice by NORESKO of completion of each such sample installation or the provision of such written specifications to Customer. If Customer disapproves any such ECM, NORESKO shall have the right to provide a substitute ECM which conforms to the applicable specifications or is equivalent to any applicable sample provided and approved by Customer hereunder, for Customer's approval. In the event Customer approves the substitute ECMs (in writing), NORESKO shall revise the Attachments to reflect each such substitution, subject to Customer's written approval of each revised Attachment. In the event that Customer does not approve or disapprove of any ECM(s) within ten (10) working days following NORESKO 's written notice to Customer that the written specification is ready for inspection, Customer shall be deemed to have given its approval. If, however, Customer again does not approve of any such substituted ECMs or specifications, the Parties hereby agree to negotiate a mutually acceptable solution. Customer shall not unreasonably withhold any approval provided for herein.

(k) Duties, Obligations and Responsibilities of NORESKO:

- (i) All labor furnished under this Construction Work Order shall be competent to perform the tasks undertaken, that all materials and equipment provided shall be new and of appropriate quality, and that the completed work shall comply with the requirements of this Construction Work Order.
- (ii) NORESKO shall maintain the Project site in a reasonably clean condition during the performance of the construction work.
- (iii) NORESKO shall thoroughly and regularly clean the Project site of all nonhazardous debris, trash and excess material or equipment.
- (iv) At all times relevant to this Construction Work Order, NORESKO shall permit Customer or any of its representatives to enter upon the Project site to review or inspect the construction work without formality or other procedure.
- (v) NORESKO will provide equipment manuals and other appropriate information regarding equipment installed hereunder to Customer at or about the time of Substantial Completion.

SECTION 2 OWNERSHIP OF ECMS

Ownership of and title to the ECMs referenced in Attachment E(1) to each Delivery and Acceptance Certificate (Attachment E) will automatically transfer to the Customer upon both: (a) the delivery of each such Delivery and Acceptance Certificate and Attachment E(1) by Customer to NORESKO, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all Customer's payment obligations to NORESKO, excluding payment obligations related to maintenance or other annual services hereunder.

Subject and subordinate to Lessors rights pursuant to the potential Lease, as defined below, NORESKO under this Construction Work Order shall be entitled to all rights, benefits, and remedies afforded a secured party under law with respect to the equipment installed pursuant to this Construction Work Order, including but not limited to those under the Uniform Commercial

Code, as adopted in the State of Arizona or any other applicable state ("Code"). NORESKO shall retain such security interest in the ECMs, pursuant to this Construction Work Order, for equipment installed hereunder until Customer shall have accepted the same and title has transferred to Customer. If requested by NORESKO in connection therewith, Customer agrees to provide to NORESKO appropriate financing statements and other documents necessary in order for NORESKO and/or any bank, lender or financial institution to which NORESKO has assigned any interest in this Construction Work Order, to perfect said subordinate security interest in the ECMs.

SECTION 3 FINANCIAL SERVICES

Energy Performance Contract Municipal Lease and Option to Purchase Agreement:

- ▶ Customer hereby represents and warrants to NORESKO that if the Customer enters into a lease ("Lease") with a third party lessor, Customer's obligation to make payments pursuant to the Lease will commence on the date that funds are deposited in the Escrow Fund.
- ▶ Customer acknowledges and understands that the amount of the potential Lease payments will be subject to current market conditions at the time of final credit approval and that the effectiveness of the potential Lease will be subject to final credit approval. Customer further acknowledges that its responsibility for the payments described in this Construction Work Order are in no way contingent on the effectiveness of the potential Lease.

SECTION 4 APPROPRIATION

Customer warrants and represents that Customer has on-hand, or shall obtain complete Project funding to compensate NORESKO for their services, in accordance with this Agreement, before Notice to Proceed shall be issued.

SECTION 5 COMPENSATION AND PAYMENT

(a) During the period beginning on the date of execution of this Construction Work Order and continuing through the Date of Substantial Completion for this Construction Work Order, Customer will make monthly progress payments to NORESKO based upon the portion of the work completed at the end of each month, as respectively provided for in Attachment G for which payment is being made. Customer shall (within five (5) days of receipt) execute and deliver to NORESKO completed forms E-1 (Attachment E-1) upon completion by NORESKO of each ECM. A Final Delivery and Acceptance Certificate (Attachment E-2) shall be executed by Customer upon final completion of the ECMs. Customer shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, which shall be deemed approved by NORESKO if Customer has not taken action with respect to any Certificate within ten (10) days of its receipt thereof. For the purposes of this Construction Work Order the term "Substantial Completion" shall mean that the subject ECM has been demonstrated by NORESKO to be operating in a manner consistent with its manufacturer's intended use. For the purposes of this Construction Work Order, the terms "Final Completion" or "Final Acceptance" shall mean that NORESKO has fulfilled all of its construction obligations for all ECMs installed under this Construction Work Order. This shall include the completion of all punchlist items and the submission of all required documentation.

(b) During the month following each successive twelve (12) month period beginning with the first day of the month following the date on which the Customer executes a Final Delivery and Acceptance Certificate (Attachment E-2), Customer shall pay the annual maintenance and measurement and verification (M&V) service fees (collectively, the "Performance Period Fee") set forth in Attachment G.

(c) Thirty (30) days after the date of an invoice on account of work done by NORESKO, Customer shall pay NORESKO 95% of the value of NORESKO's work. The remaining 5% retained shall be held as additional security for the faithful performance by NORESKO of all the work required under this Construction Work Order and shall be paid to NORESKO within thirty (30) days after Final Acceptance.

(d) Amounts not paid to NORESKO on or before the due dates specified in Sections 5(a)-(c) above will accrue interest at the rate of the prime interest rate plus four (4) percent for the number of days following the due date until such time as such amount due has been paid in full.

SECTION 6 COMMENCEMENT DATE AND TERM

The Commencement Date shall be the first (1st) day of the month following the date of execution of the Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance. Subject to the following sentence, the Term of this Construction Work Order shall begin on the Commencement Date and shall end exactly twenty (20) years from the commencement date, unless terminated prior to such date, as provided for in Section 13 and/or Section 16 of this Construction Work Order. If not otherwise terminated as provided for herein, the Term of this Construction Work Order shall terminate simultaneously with any termination of the potential Lease or termination of the Measurement and Verification Services. Nonetheless, the Construction Work Order shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period".

SECTION 7 PUBLICITY

Customer hereby grants to NORESKO and its directors, officers, employees, and affiliates (its "Authorized Representatives"):

- authorization to use Customer's name in NORESKO's client list;
- authorization to disclose the nature of Customer's relationship with NORESKO and certain summary "Project Information" (as defined below) in connection with the work for use in NORESKO's marketing efforts (the "Marketing Works");
- an non-exclusive, nontransferable, royalty-free license to copy any Project progress photos taken by NORESKO, or photos or other copyrighted material supplied by the Customer regarding the Project (the "Licensed Material") or any portion thereof, solely as needed to create Marketing Works, and
- authorization allowing NORESKO to publicly display the Licensed Material included in the Marketing Works.

Summary "Project Information" may include the location of the project, services provided by NORESKO in connection with the project, project price and any recognition or certification (e.g., LEED® certification) associated with the project. Authorized marketing materials which include summary Project Information—and/or Customer's name shall include internal newsletters or publications, press releases, case studies, photos, promotional brochures, and other publications (e.g. annual reports) created by or on behalf of NORESKO (the "Marketing Works"). Customer warrants that it owns the copyrights in the Licensed Material and waives any fees or royalties for use of the Licensed Material in the Marketing Works. For the avoidance of doubt, none of NORESKO, its Authorized Representatives, successors, or assigns has authorization from the Customer to publicize the Customer name, summary Project Information or Licensed Material for any other purpose.

SECTION 8 **GUARANTEE OF ENERGY SAVINGS**

NORESCO will guarantee to the Customer the amount of energy savings determined in accordance with Attachment F, "Guaranty of Energy Cost Savings".

SECTION 9 **RIGHT OF ENTRY/SPACE**

During the Term of this Construction Work Order, Customer shall provide NORESKO, and its employees, agents and subcontractors, including any utility which provides or may provide any payment under this Construction Work Order, access to the Property for the purpose of fulfilling NORESKO's obligations under this Construction Work Order. Customer shall provide mutually satisfactory space for the installation and operation of the ECMs and shall protect such equipment in the same careful manner that Customer protects its Property. Additionally, Customer shall provide NORESKO remote electronic access to the Energy Management System (if required) during the Term of this Construction Work Order. NORESKO shall obey and abide by any and all reasonable rules of Customer relative to the Property as they would directly relate to NORESKO's performance of its obligations under this Construction Work Order.

SECTION 10 **CHANGES IN WORK**

▶ The quantity, quality, dimensions, type, or other characteristics of the ECMs may be changed only by written consent of the Customer and NORESKO (and, where required by the potential Lease, the Lessor), via the execution of a Change Order Form (Attachment H). For any such Change Order request, NORESKO shall provide documentation substantiating the price increase.

▶ Changes not within the context of the original Scope of Services and/or an increase in the amount of the Construction Work Order exceeding \$50,000 may not be accomplished through the Change Order process, but shall require an amendment to the associated Construction Work Order and City Council approval.

▶ The parties agree that the Project Cost is based on prices of materials and labor in effect as of the date of the Agreement. Unless constituting a change to the original Scope of Services and/or an increase in the amount of the Construction Work Order exceeding \$50,000, the Project Cost may be adjusted via Change Order if changes in tariffs, import duties, trade policy, epidemics, applicable laws, market conditions, or related impacts result in substantial inequity (i.e. increase in over 5% of the Project Cost) to NORESKO, or its subcontractors/suppliers at any tier.

SECTION 11 **WARRANTIES**

(a) NORESKO warrants that the design, engineering, and installation services it performs will be performed consistent with good engineering practices and that such work is warranted to be free from defects in materials and workmanship for a period of two (2) years from the date of execution of the Delivery and Acceptance Certificate by the Customer with respect to Substantial Completion. Any manufacturers' warranties which exceed this two (2) year period shall be assigned to Customer to the extent allowed by the manufacturer. This warranty shall survive termination or expiration of the Agreement.

▶ Upon receipt of written notice from Customer, NORESKO at its' own expense shall promptly correct work rejected as defective or as failing to conform to the Agreement, whether observed before or after acceptance, and whether or not fabricated, installed or completed by NORESKO, and shall bear all costs of correction. If NORESKO does not correct deficiencies within a reasonable time specified in the written notice from Customer, Customer may perform

the work and NORESKO shall be liable for the costs. This two (2) year warranty is in addition to and does not limit NORESKO's other obligations herein. This warranty shall survive termination or expiration of the Agreement.

SECTION 12 CUSTOMER ROLE AND RESPONSIBILITIES

(a) Operations: The Customer shall operate the equipment installed hereunder in accordance with the manufacturers' recommendations and the procedures supplied to the Customer by NORESKO.

(b) Maintenance: The Customer shall, at its expense, maintain the Property in good working order during the Term of this Construction Work Order. Except as may otherwise be provided for in Attachment I, the Customer will maintain, at Customer's expense: (i) the equipment and all other components which comprise the ECMs (following the date of Substantial Completion), and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECMs.

(c) Malfunctions: The Customer will notify NORESKO immediately in the event of any malfunction in the operation of the ECMs or the equipment installed hereunder.

(d) Protection of ECMs: Except in the case of emergency, the Customer will not remove, move, alter, turn off, or otherwise significantly affect the operation of the equipment installed hereunder or the operation of the ECMs, or any individual part thereof, without the prior approval of NORESKO, which approval shall not be unreasonably withheld. After receiving NORESKO's approval, Customer shall proceed as instructed. Customer shall act reasonably to protect the ECMs from damage or injury, if, due to an emergency, it is not reasonable to notify NORESKO before acting. Customer agrees to protect and preserve the facility envelope and the operating condition of all ECMs, mechanical systems, and other energy consuming systems located on the Property.

(e) Measurement & Verification System: Customer shall not alter, move, modify, or otherwise change the measurement and verification system or any component thereof without the written consent of NORESKO unless such action is in accordance with operating procedures provided by NORESKO.

(f) Adjustment to Baseline: If, in the reasonable opinion of NORESKO, the Customer does not reasonably protect the ECMs and/or maintain the Property in good repair and good working condition, then NORESKO will equitably adjust the baseline, as referenced in Attachment F, for any increased energy usages at the Property.

(g) Changes to Property: The Customer will notify NORESKO in writing at least thirty (30) days prior to making any change to the Property that would significantly affect the energy usage at the Property, including but not limited to changes in the hours or days that the Property is occupied or operated, the number of occupants (including, but not limited to, staff, faculty and students), the activity conducted, the equipment, or the size of the Property. In the event NORESKO receives such notification or otherwise determines that such a change has occurred, it will make the appropriate revisions to the Attachments or take such other action as may be provided for hereunder.

(h) Energy Usage Data: The Customer will make available to NORESKO, on a monthly basis for the Term of this Construction Work Order, copies of all energy bills, energy usage data, and any and all other such documentation maintained by the Customer, as requested by NORESKO, which is necessary for NORESKO to determine and satisfy all of its obligations under this Construction Work Order.

(i) Insurance and Risk of Loss or Damage:

Prior to the Customer's receipt of ownership and title, at all times during the Term of this Construction Work Order, NORESKO assumes all risk of loss of or damage to the ECMs from any cause whatsoever.

Without limiting any of its obligations or liabilities under this Construction Work Order, upon receipt of ownership and title to the ECMs referenced in Attachment E(1), the Customer will, at its expense, provide and maintain sufficient insurance against the loss or theft of or damage to the ECMs related equipment and all components installed hereunder, for the full replacement value thereof.

If, following Customer's execution of the Delivery and Acceptance Certificate to be provided upon Substantial Completion and subsequent to Customer's complete payment to NORESKO in accordance with Section 5(a), as that amount may then have been modified in accordance with this Construction Work Order, any fire, flood, other casualty, or condemnation renders a majority of the Property incapable of being occupied and renders the ECMs or the equipment installed hereunder inoperable and, in the case of a casualty, the affected portion of such ECMs or equipment is not reconstructed or restored within one hundred and twenty (120) days from the date of such casualty, NORESKO and/or Customer may terminate this Construction Work Order by delivery of a written notice to the other Party. Upon such termination, Customer shall pay NORESKO any amounts, or pro-rata portions thereof, accrued under Section 5(b)-(e), and the applicable Termination Value, if any, set forth in Section 5. NORESKO shall not be responsible for any savings deficiencies resulting from ECMs being rendered useless for the period of time prior to reconstruction of the ECM. The savings guaranty will be adjusted to account for the unavailability of the ECM.

(j) Telephone/Broadband: Customer is responsible for installing and maintaining either telephone lines or providing broadband access to the energy management system via Customer's Local Area Network (LAN). Customer is responsible for all associated costs for the energy management system's telephone lines or broadband access.

(k) Protection. Customer shall at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its other Property.

(l) Alteration: Customer agrees not to move, alter, or change the ECMs in any way that causes a reduction in the level of efficiency or savings generated by any ECM or the equipment installed hereunder without obtaining NORESKO's prior written approval which shall not be unreasonably withheld.

(m) Storage: Customer will provide reasonable rent free space for NORESKO, or any of its subcontractors, to mobilize and store its supplies, tools, and equipment during installation of the ECMs or other activities by NORESKO within the Property pursuant to this Construction Work Order for which such storage may be required. Said storage space shall be provided with locking capacity acceptable to NORESKO. Only NORESKO, or any of NORESKO's subcontractors, and the Customer's assigned personnel shall have access to the storage. Customer assumes no responsibility nor will Customer provide any additional security for the storage provided.

(n) Fuel: Customer shall procure and pay for all energy and fuel for the operation of the Property.

SECTION 13 **DEFAULTS BY CUSTOMER AND NORESKO**

(a) Customer shall be in default under this Construction Work Order upon the occurrence of any of the following:

- (v) Customer fails to pay when due any amount to be paid under this Construction Work Order and such failure continues for a period of five (5) working days after notice of overdue payment is delivered by NORESKO to the Customer;
- (vi) Customer fails to perform or meet any of its required duties or obligations under this Construction Work Order and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Customer does not commence and diligently pursue to cure such failure and effects as soon as possible;
- (vii) Customer goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against the Customer under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.
- (viii) Customer becomes aware that the allocated funds associated with this Agreement have been reduced (or are no longer available) to an amount insufficient to meet its outstanding obligations on the Project;

(b) NORESKO shall be in default under this Construction Work Order upon the occurrence of the following:

- (i) NORESKO fails to perform or meet any of its required duties or obligations under this Construction Work Order and fails to cure such failure or effects of such failure within thirty (30) days of receipt of written notice of default, unless such failure or effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if NORESKO does not commence and diligently pursue to cure such failure as soon as possible.

SECTION 14 **REMEDIES FOR DEFAULTS**

(a) In the event Customer defaults under this Construction Work Order, NORESKO:

- (i) may bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of direct damages, (including amounts past due), and/or bring an action in equity for specific performance; and
- (ii) without recourse to legal process, may terminate this Construction Work Order by delivery of written notice of termination.

(b) In the event NORESKO defaults under this Construction Work Order, Customer may terminate this Construction Work Order and bring an action in law for direct damages.

SECTION 15 **ARBITRATION**

In the event of any dispute whatsoever between the Parties, they shall exhaust every reasonable effort to settle or dispose of the same, including a discussion of the matter between senior executives of each Party.

Any controversy or claim arising out of or relative to this Construction Work Order or the breach thereof, not adjusted or disposed of by mutual agreement between the Parties, shall be first settled by mediation and then (in the absence of settlement after mediation), by arbitration under the American Arbitration Association Construction Arbitration Rules then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and arbitration decision shall be final and binding on the Parties and on all Parties subject to the following. Said arbitration proceedings shall be filed in the Regional office of the American Arbitration Association nearest to the project site. All arbitrators shall be bound by the terms of this Construction Work Order. The expenses of any arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel.

SECTION 16 TERMINATION

▶ At any time after execution Customer may terminate all or a portion of the Construction Work Order in whole or part for convenience upon thirty (30) days written notice to NORESKO, without further penalty and liability to NORESKO provided that Customer has paid to NORESKO: (a) all amounts due as set forth in Section 5 and on Attachment G (other than amounts due for future performance by NORESKO) as further agreed upon in writing by the Parties.

• Customer may terminate all or a portion of the Construction Work Order due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to NORESKO. In the event the City terminates the contract for budget constraints and non-appropriation of funds for the following fiscal year, City shall pay NORESKO for materials and/or services accepted by the City prior to the date of termination.

▶

SECTION 17 INSURANCE

Without limiting any of its obligations or liabilities under this Construction Work Order, NORESKO shall provide and maintain at its expense the following minimum insurance coverage's where reasonable market availability for such insurance exists:

(a) Workers' Compensation and Employer's Liability Insurance at the level required by the laws of the State of Arizona.

(b) Comprehensive General Liability Insurance, including contractual liability: Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; Personal Injury per occurrence, \$1 million; and Excess Liability, \$5 million.

(c) Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automotive equipment: Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; and Excess Liability, \$5 million.

(d) Payment and Performance Bond. NORESKO shall within thirty (30) days of execution of this Construction Work Order, deliver to the Customer Performance and Payment Bonds in a sum equal to the contract price with sureties satisfactory to the Customer, conditioned upon the faithful performance by NORESKO, for the implementation of the ECMs as it may be from time to time modified by Change Orders, such bonds to be in such form and otherwise to contain such provisions as are reasonably satisfactory to the Customer. NORESKO shall deliver to Customer the Payment and Performance Bond prior to commencement of construction of any work in respect of this Construction Work Order. The Payment and Performance Bonds required hereunder shall expire upon final acceptance of all ECMs required under this

Construction Work Order (including any applicable one year warranty period), and shall not secure any energy savings, measurement and verification obligations, or maintenance/service obligations, which may be guaranteed by NORESKO under this Construction Work Order.

(e) Customer will provide and maintain insurance as described in Section 12(i) of this Construction Work Order, naming NORESKO as additional named insured and waiving subrogation. NORESKO shall be primary on such insurance.

SECTION 18 INDEMNIFICATION AND LIMITATION OF LIABILITY

(a) Notwithstanding any other provision of this Construction Work Order, NORESKO's, its officers, employees, agents, affiliates, or subcontractors' aggregate liability in contract, tort, or otherwise, without limitation, under this Construction Work Order, shall in all cases be limited to the sum of the payments received by NORESKO pursuant to this Construction Work Order.

(b) Each Party (hereinafter referred to as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party from and against any and all claims for damages sustained by third parties arising by reason of bodily injury or damage to third party property caused by the Indemnifying Party's willful misconduct or negligent physical acts (or the willful misconduct or negligent physical acts of any entity under the control, responsibility or direction of the Indemnifying Party). In no event, however, shall the Indemnifying Party be obligated to indemnify the other Party to the extent that any injury or damage is caused by the negligence of the other Party or any entity for which the other Party is legally responsible.

(c) NORESKO shall be solely responsible for and shall indemnify and hold harmless the Customer, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of NORESKO or a NORESKO Agent, regardless of whether taken pursuant to or authorized by this Construction Work Order and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that NORESKO shall not be responsible for that portion, if any, of a Loss that is caused by the negligence or wrongful act of the Customer.

(d) NORESKO shall, upon the Customer's demand and at the Customer's direction, promptly and diligently defend, at NORESKO's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which NORESKO is responsible under this Section and NORESKO shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

(e) NORESKO shall, and shall cause NORESKO Agents to, cooperate with the Customer in connection with the investigation, defense, or prosecution of any action, suit, or proceeding in connection with this Construction Work Order including the acts or omissions of NORESKO and/or a NORESKO Agent in connection with this Construction Work Order.

(f) The provisions of this Section shall survive the termination of this Construction Work Order.

(g) Anything herein notwithstanding, in no event shall either Customer or NORESKO be liable to the other party for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.

SECTION 19 **AGREEMENT INTERPRETATION AND PERFORMANCE**

The interpretation and performance of this Construction Work Order, and the interpretation and enforcement of the rights of the Parties hereunder, shall be in accordance with and controlled by the laws of the Commonwealth of Massachusetts. In the event of any ambiguity or conflict in meaning, the terms of this Construction Work Order shall not be construed against the drafting Party based upon that Party's having drafted this Construction Work Order.

SECTION 20 **PRIVILEGED AND PROPRIETARY INFORMATION**

NORESCO's systems, means, cost, and methodologies of evaluating, implementing, accomplishing, and determining energy savings and the terms of the Construction Work Order for this project shall be considered privileged and proprietary information. Customer shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. Customer shall not disclose such proprietary information without the express written consent of an officer of NORESCO unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law ("FOIL"), Customer will provide prompt verbal and written notice to NORESCO such that NORESCO will have the opportunity to timely object under FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Customer is required to make a filing with any agency or other governmental body, which includes such information, Customer shall notify NORESCO and cooperate with NORESCO in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Customer be permitted to redact portions of such information, as NORESCO may designate, from that portion of said filing which is to be made available to the public.

SECTION 21 **SEVERABILITY**

In the event that any clause or provision of this Construction Work Order or any part thereof shall be declared invalid by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Construction Work Order.

SECTION 22 **ASSIGNMENTS AND SUBCONTRACTING**

(a) NORESCO may elect to use subcontractors and outside professionals in meeting its obligations hereunder. Customer shall be provided a list of all subcontractors and outside professionals in advance of performance of specific work intended to be performed by the subcontractors or outside professionals, and the Customer shall approve all subcontractors and outside professionals. Such approval shall not be unreasonably withheld or delayed. Customer shall have the right to inspect and audit all of NORESCO's records related to the Construction Work Order, specifically, the procurement of subcontractors and outside professionals, and financial documentation, for up to five (5) years after completion of the Construction Work Order.

(b) Customer shall not assign, transfer, or otherwise dispose of this Construction Work Order, the ECMs, or any interest therein, or sublet or lend the ECMs or permit the ECMs to be used by anyone other than the Customer and Customer's employees without the prior express written consent of NORESCO (or, if applicable, the Lessor) such consent not to be unreasonably withheld. If Customer transfers ownership or its interest in the Property, the Customer will terminate this Construction Work Order as provided for in Section 16.

(c) NORESCO shall not assign this Construction Work Order in whole or in part to any other party without first obtaining the written consent of Customer prior to assignment, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, NORESCO may assign,

without obtaining the consent of Customer, its rights and obligations under this Construction Work Order in whole or in part to any affiliated or associated company of NORESKO and its rights for payments under this Construction Work Order to any financial institution, lender, or investor in connection with a leasing or financing arrangement for the ECMs.

SECTION 23 **WAIVER**

The failure of either Party to require compliance with any provision of this Construction Work Order shall not affect that Party's right to later enforce the same. It is agreed that the waiver by either Party of performance of any other terms of this Construction Work Order or of any breach thereof will not be held or deemed to be a waiver by that Party of any subsequent failure to perform the same or any other term or condition of this Construction Work Order or any breach thereof.

SECTION 24 **FORCE MAJEURE**

(a) If either Party shall be unable to carry out any part of its obligations under this Construction Work Order (except Customer's obligation to make payments when due) due to causes beyond its control ("Force Majeure"), including but not limited to an act of God, epidemics, pandemics, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States or any state or any of their departments, agencies, or officials, or any other civil governmental, transportation delays, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, explosion, or nuclear emergency, this Construction Work Order shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:

(i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;

(ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(iii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;

(iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and

(v) the Term of this Construction Work Order, at NORESKO's option, shall be extended for a period equal to the number of days that the Force Majeure prevented the non-performing Party from performing.

(b) Any decision by the Customer to close or change the use of the facilities or ECMs at the Property shall not constitute a Force Majeure excusing Customer's performance under this Construction Work Order.

SECTION 25 **RECORDS**

To assist NORESKO in its performance of this Construction Work Order, Customer shall (to the extent it has not already done so) furnish (or cause its energy suppliers to furnish) to NORESKO, upon its request, accurate and complete data (kept by Customer or Customer's energy suppliers in the regular course of their respective businesses) concerning energy usage for the existing facilities at the Property, including the following data for the most current thirty-six (36) month period: utility records, occupancy information; descriptions of any changes in

building structure or heating, cooling, or other systems or energy requirements; descriptions of all energy consuming or saving equipment used on Property; descriptions of all energy management procedures presently utilized.

SECTION 26 ESCO NOT A MUNICIPAL ADVISOR

The Customer acknowledges and agrees that NORESKO has not acted as a municipal financial advisor to the Customer and that the Customer has not relied on NORESKO for any matters relating to the financing of the project, including issuance of any bonds.

SECTION 27 ABSENCE OF FRAUD OR COLLUSION

NORESKO hereby certifies, by its execution of this Construction Work Order, that no official or employee of Customer has any pecuniary interest in this Construction Work Order or in the expected profits to arise here from, and that this Construction Work Order is made in good faith without fraud or collusion with any other person involved in the bidding process.

SECTION 28 NEGLIGENT/WRONGFUL ACTS

It is understood and agreed that neither Party to this Construction Work Order shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this Construction Work Order shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

SECTION 29 FURTHER DOCUMENTS AND EVENTS

The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Construction Work Order, in that regard, it being understood and agreed that NORESKO covenants and agrees to execute or procure the execution of all documents reasonably required to release any lien held by NORESKO or its assignees upon the termination of this Construction Work Order and payment of all amounts required to be paid by Customer to NORESKO, pursuant to this Construction Work Order, including but not limited to the Termination Value, if any. It being further agreed and understood that Customer agrees to execute all documents which may be reasonably required by an entity which provides funds for any financing contemplated herein and to cooperate with NORESKO in obtaining such funds.

It is further understood that Customer agrees to execute all documents which may be reasonably required to obtain all licenses, permits, and governmental approvals required by NORESKO for installation and operation of the ECMs. NORESKO's obligations hereunder are also subject to obtaining any such licenses, permits, and governmental approvals.

SECTION 30 NOTIFICATIONS OF GOVERNMENTAL ACTION - OCCUPATIONAL SAFETY AND HEALTH

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of Federal, State or Local law, relating in any way to the undertakings of either Party under this Construction Work Order.

SECTION 31 REFERENCES

Unless otherwise stated all references to a particular Attachment or to Attachments herein are to the referenced Attachment or Attachments which are attached to this Construction Work Order and all such referenced Attachments are incorporated by reference within this Construction Work Order. All references herein to a Section shall refer to a Section of this Construction Work Order unless specifically stated otherwise.

SECTION 32 CHANGE ORDERS

This Construction Work Order may not be modified or amended except in writing by a Change Order signed by both Parties as defined by Section 10.

SECTION 33 CANCELLATION FOR CONFLICT OF INTEREST

The Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

SECTION 34 NORESKO'S WARRANTY

NORESKO warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. NORESKO shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. NORESKO acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach subject to penalties up to and including termination of the Construction Work Order, and that Customer retains the legal right to inspect the papers of any employee who works on the Construction Work Order to ensure compliance with this warranty.

ATTACHMENT B

PROPERTY DESCRIPTION

<i>Facility</i>	<i>Address</i>	<i>Square Footage</i>	<i>Year Built</i>
Aquaplex Center	1702 N. 4th St.	52,500	2008
Cemetery	1300 S. San Francisco	4,212	1990
Cinder Lake Landfill	6770 Landfill Road	13,017	1985
City Hall	211 W. Aspen	49,400	1983
City Hall Courthouse	101 W. Cherry	39,500	2020
City Warehouse	5477 E. Commerce	5,600	1986
Coconino Warehouse	511 W. Coconino	4,400	1965
Fire Station #1	1972 S. Thompson Rd	8,620	2007
Fire Station #10 (Old Airport Ops Building)	6629 S. Cessna Circle	2,000	1954/1974
Fire Station #2	1701 E. Ponderosa Pkwy	14,631	2011
Fire Station #3	4500 E. Nestle-Purina	8,620	2009
Fire Station #4	4040 E. Butler	5,600	1987
Fire Station #5	2525 N. Fort Valley Road	8,620	2008
Fire Station #6	3877 S. Lake Mary Rd.	9,000	1999
Hal Jensen Recreation Center	2403 N. Izabel	16,808	1970
J. Lively Ice Rink / McPherson	1850 N. Turquoise	37,091	1975
Joe C. Montoya Community and Senior Center	245 N. Thorpe	9,246	1978
Lake Mary Water Treatment Plant	4500 S. Lake Mary Rd	28,918	1964
Library Main	300 W. Aspen	35,000	1987
Milligan House	323 W. Aspen	3,514	1904
Murdoch Center	220 E Brannen	2,000	1965
NACET Accelerator	2201 N. Gemini Drive	28,053	2015
NACET Incubator	2225 N. Gemini Drive	10,285	2008
Public Works	3200 W. Route 66	76,245	2018
Public Works / Sustainability	419 N. Mogollon	25,338	1945/1984/2005
Pulliam Airport	6200 S Pulliam Drive	137,605	1995
Rio De Flag Wastewater Plant	600 Babbitt Way	29,098	1993
Theatrikos Building	11 W Cherry	8,500	1940
Thorpe Shop	600 N. Thorpe Road	4,000	1975
USGS #5	2255 N Gemini	9,163	1976
USGS #6	2255 N Gemini	27,525	2002
Utilities Shop	5401 E. Commerce	17,388	1999
Visitor's Center	1 W. Rte. 66	5,000	1937
Water Services / Housing East Side Annex	2323 N. Walgreens	8,623	1992

Facility	Address	Square Footage	Year Built
Wildcat Hill Wastewater Plant	2800 N. Elpaso Flag rd	89,686	1982
Woody Mountain Clarifier	Woody Mountain Well Field	3,215	1959
TOTAL		838,021	

Park	Address	Acres
Arroyo Park	850 E Ridgecrest Dr.	8.0
Bow and Arrow Park	3701 N Cochise Dr.	3.0
Buffalo Park	2400 N Gemini Road	215.0
Bushmaster Park	3150 N Alta Vista	20.0
Cheshire Park	3000 N Fremont Boulevard	13.8
Coconino Park	2196 N Lantern Lane	0.3
Colton Park	250 W Route 66	
Continental Park	5650 E Old Walnut Cyn.	105.9
Foxglenn Park	4200 E Butler Avenue	28.3
Guadalupe Park	805 W Clay Avenue	0.8
Jim Cullen Memorial Park	519 W Piute Road	1.3
Joel Montalvo Park	2211 E First Avenue	2.1
McMillan Mesa Park	1140 Ponderosa Parkway	2.5
McPherson Park	1650 N Turquoise Dr.	40.3
Mobile Haven Park	4280 N Hamblin Street	1.8
Old Town Springs Park	913 W Lower Coconino	0.3
Plaza Vieja Park	526 W Clay Avenue	0.3
Ponderosa Park	2512 N First Street	2.5
Ponderosa Trails Park	3875 S Wild West Trail	8.0
Smokerise Park	6065 Native Way	0.8
The Basin / BMX Track	1700 E Sixth Street	2.2
Thorpe Park	191 N Thorpe Road	219.0
University Highlands Park	3888 S Jewell	0.9
Wheeler Park	212 W Aspen Avenue	2.5
TOTAL		679.4

Water System Asset	Maximum Water Production
Lake Mary Well #1	125
Lake Mary Well #2	360
Lake Mary Well #4	415
Lake Mary Well #5	290
Lake Mary Well #8	655
Lake Mary Well #9	240

<i>Water System Asset</i>	<i>Maximum Water Production</i>
Woody Mountain Wells 1	125
Woody Mountain Wells 2	245
Woody Mountain Wells 3	570
Woody Mountain Wells 4	320
Woody Mountain Wells 5	280
Woody Mountain Wells 6	405
Woody Mountain Wells 7	550
Woody Mountain Wells 9	400
Woody Mountain Wells 10	280
Woody Mountain Wells 11	355
Continental 2 Well	310
Foxglenn Well	300
Sinagua Well	275
Shop Well	920
Ft. Tuthill Well	1135
Interchange Well	190
Rio Well	200
McAllister Well	TBD
Inner Basin Wells	
Inner Basin Springs	
TOTAL	8,945

ATTACHMENT C

SCOPE OF SERVICES

DESCRIPTION OF THE ENERGY EFFICIENCY MEASURES AND THE EQUIPMENT

The following is a brief description of the ECMs and related equipment to be installed by NORESKO at the Property. NORESKO's Investment Grade Audit ("IGA") Report (EXHIBIT C) dated January 2023 is hereby incorporated herein for the limited purpose of providing additional detail to the scope of work described below. In the event of a conflict between the IGA and any other documents, this Attachment C shall govern.

ECM 1a: Interior LED Lighting

ECM 1b: Exterior LED Lighting

NORESKO will provide and install energy efficiency interior and exterior LED lighting including retrofits to existing fixtures and replacements of existing fixtures with new.

Scope of Work

NORESKO will perform demolition, installation, and retrofit of lighting fixtures per Tables C.1 & C.2.

Equipment Descriptions

Lighting components will be manufactured by the following or NORESKO approved equal:

- A.** Lithonia – 1170 Peachtree Street, NE Suite 2300 Atlanta GA 30309-7676, 800-922-9641
- B.** Cooper – 1121 Highway, 74 South Peachtree City GA 30269, 800-553-3879
- C.** QSSI – 12802 Commodity Place Tampa FL 33626, 813-855-9416
- D.** Light Efficient Design - 188 S. Northwest Highway, Cary IL 60013, 847-380-3540
- E.** Green Creative - 519 Codisco Way Sanford Florida 32881, 844-455-8687
- F.** Keystone Technologies – 2750 Morris Road, Lansdale Pa 19446, 800-464-2680
- G.** Monmouth Lighting Corp – 7A Marlen Dr, Hamilton NJ 08691, 609-586-7900
- H.** SensorSwitch (An Acuity Brand) – 900 Northrup Rd Ste A, Wallingford CT 06492, 203-265-2842

Table C.1: Interior Lighting Scope of Services

Facility	Interior Fixtures Upgraded to LED	New Lighting Controls
AQUAPLEX CENTER	371	1
CEMETERY	28	3
CINDER LAKE LANDFILL	125	4
CITY HALL	994	114
CITY WAREHOUSE	39	0
COCONINO WAREHOUSE	47	0
FIRE STATION #1	124	4
FIRE STATION #10 (OLD AIRPORT OPS BUILDING)	72	1
FIRE STATION #2	141	2
FIRE STATION #3	113	7
FIRE STATION #4	86	4
FIRE STATION #5	118	4
FIRE STATION #6	154	1
HAL JENSEN RECREATION CENTER	168	16
J. LIVELY ICE RINK / MCPHERSON	203	1
JOE C. MONTOYA COMMUNITY AND SENIOR CENTER	174	6
LAKE MARY WATER TREATMENT PLANT	258	5
LIBRARY MAIN	453	5
MILLIGAN HOUSE	19	6
MURDOCH CENTER	39	3
NACET INCUBATOR	163	33
PUBLIC WORKS / SUSTAINABILITY	131	9
RIO DE FLAG WASTEWATER PLANT	113	0
THEATRIKOS BUILDING	83	1
THORPE SHOP	71	1
USGS #5	74	10
USGS #6	316	60
UTILITIES SHOP	143	7
VISITOR'S CENTER	61	0
WILDCAT HILL WASTEWATER PLANT	525	4
WOODY MOUNTAIN CLARIFIER	1	0
BUSHMASTER PARK	5	0
CONTINENTAL PARK	7	0
GUADALUPE PARK	4	0
JOEL MONTALVO PARK	5	0

THORPE PARK	45	0
TOTAL	5473	312

Table C.2: Exterior Lighting Scope of Services

Facility	Upgraded Exterior Fixtures
AQUAPLEX CENTER	27
CEMETERY	6
CINDER LAKE LANDFILL	10
CITY HALL	18
COCONINO WAREHOUSE	6
FIRE STATION #1	18
FIRE STATION #10 (OLD AIRPORT OPS BUILDING)	5
FIRE STATION #2	22
FIRE STATION #3	12
FIRE STATION #4	13
FIRE STATION #5	14
FIRE STATION #6	4
HAL JENSEN RECREATION CENTER	1
J. LIVELY ICE RINK / MCPHERSON	27
JOE C. MONTOYA COMMUNITY AND SENIOR CENTER	15
LAKE MARY WATER TREATMENT PLANT	45
LIBRARY MAIN	9
MILLIGAN HOUSE	2
MURDOCH CENTER	2
NACET INCUBATOR	16
PUBLIC WORKS / SUSTAINABILITY	10
RIO DE FLAG WASTEWATER PLANT	31
THORPE SHOP	5
USGS #5	1
USGS #6	28
USGS SITE	19
UTILITIES SHOP	24
VISITOR'S CENTER	20
WATER SERVICES / HOUSING EAST SIDE ANNEX	4
WILDCAT HILL WASTEWATER PLANT	116
BUSHMASTER PARK	6
CHESHIRE PARK	2
CONTINENTAL PARK	26

FOX GLEN PARK	34
JOEL MONTALVO PARK	2
OLD TOWN SPRINGS PARK	2
PLAZA VIEJO PARK	1
PONDEROSA PARK	8
WHEELER PARK	5
Total	616

ECM 2a: Energy Management System Upgrades

The Customer has elected to self-perform the work described in this ECM; NORESKO will NOT perform any work associated with ECM 2a. The following is for information purposes only.

Customer will provide and install a new 10,000-point enteliWEB (version 4.12 or newer) license and graphics package on a new Customer-provided Windows-based server and implement energy savings controls strategies as identified below.

Scope of Work

Customer will:

- a) Install a new 10,000-point enteliWEB license and configure software on windows-based service provided by the Customer.
- b) Customer shall implement energy savings controls strategies as identified in Attachment K: Standards of Service.

ECM 2b: Heat Pump Heating and Cooling

NORESCO will provide and install new packaged heat pumps in place of existing gas-fired package units and split systems as identified in Table C.3, per NORESKO-issued drawings in Appendix 2 of the IGA.

Scope of Work

Demolition

NORESCO will:

- 1) Demolish equipment and materials shown in NORESKO-issued drawings in Appendix 2 of the IGA.
- 2) Demolish and remove existing electrical installation for existing package units, unit heaters, and furnaces listed in Table C.3, including the disconnect, conductors, conduit, and ancillary equipment back to the source, unless otherwise indicated in NORESKO-issued drawings in Appendix 2 of the IGA.
- 3) Demolish and remove existing package units and furnaces to be replaced as a part of this ECM.
- 4) Remove natural gas piping back to the main and cap.

Installation of New Equipment

NORESCO will furnish and install the equipment included in this ECM as shown in NORESKO-issued drawings in Appendix 2 of the IGA, scope descriptions below, and manufacturer's recommendations.

Joe C. Montoya Community and Senior Center

NORESCO will:

1. Furnish and install five (5) new roof-mounted package heat pumps as identified in Table C.3, on existing roof curbs. We will provide curb adapters as required for mounting of the new units and will coordinate final curb adapter configuration with the manufacturer.
2. Furnish and install five (5) new 7-day programmable thermostats to control the new heat pumps. Thermostats shall be placed in same location as existing.
3. Connect the existing supply and return air ducts to the new packaged heat pump plenum connections. Exterior ductwork will be internally lined.
4. Perform pre-TAB measurements and post-TAB balancing to meet or exceed pre-TAB measurements. We will perform measurements at the discharge of the five (5) existing gas-fired package units and at the discharge of the five (5) new packaged heat pumps.
5. Furnish and install a new electric unit heater as identified in Table C.3, per manufacturer's recommendation, in place of the existing non-functional gas unit heater in the kitchen.
6. Provide a new 800A electrical service.
7. Coordinate with Arizona Public Service (APS) the installation of a new pad-mounted transformer. The transformer will be sized by APS.
8. Install underground conduit and conductors from the new pad-mounted transformer to the energy meter at the exterior wall of the building. Underground feeders route will be through the parking lot and grass area. We will coordinate trench, conduit, and conductors with APS and their requirements.
9. Install a new 800A energy meter and service-rated NEMA 3R disconnect switch.

10. Install a new service-rated 800A 120/240V 1-Phase 3W NEMA 3R surface-mounted panel board.
11. Provide electrical installation for the five (5) new rooftop packaged heat pumps, including conductors, conduit, disconnects, circuit breakers, and other accessories required for the proper electrical connection.
12. Provide electrical installation for the one (1) new electric unit heater, including conductors, conduit, disconnects, circuit breakers, and other accessories required for the proper electrical connection.
13. Coordinate the installation of the new underground components of the equipment with the existing underground utilities. Landscaping, pavement, sidewalks, and curbs disturbed during the installation will be repaired to match the pre-construction conditions as closely as possible.

Equipment Descriptions

NORESCO will install the equipment shown in Table C.3, or NORESCO-approved equal.

Table C.3: New Equipment

Designation	Description	Mfg.	Model#
Joe C. Montoya RTU-1	5-ton Packaged Heat Pump Located on Rooftop, Serving Multipurpose Room	Carrier	50GCQM06B2A3-2A4F0
Joe C. Montoya RTU-2	4-ton Packaged Heat Pump Located on Rooftop, Serving Gathering/Billiards	Carrier	50GCQM05B2A3-2A4F0
Joe C. Montoya RTU-3	3-ton Packaged Heat Pump Located on Rooftop, Serving Crafts/Office	Carrier	50GCQM04B2A3-2A4F0
Joe C. Montoya RTU-4	3-ton Packaged Heat Pump Located on Rooftop, Serving Meeting Room	Carrier	50GCQM04B2A3-2A4F0
Joe C. Montoya RTU-5	5-ton Packaged Heat Pump Located on Rooftop, Serving Fitness Center	Carrier	50GCQM06B2A3-2A4F0
Joe C. Montoya UH-1	7.5-kW Unit Heater, Ceiling-hung in Kitchen	Modine	HER75

ECM 3: Electric Rate Switch for Pumping Accounts

NORESCO will work with the Customer and APS to switch the electric rate for Lake Mary Well #8 from its current Medium General Service Rate (E-32 M) to a Pumping Rate (E-221), reducing the overall annual bill charge.

Scope of Work

There will be no physical work performed as a part of this ECM. NORESKO will work with the Customer and contacts at APS to complete the rate switch described above.

Equipment Descriptions

There will be no new equipment installed as a part of this ECM.

ECM 4a: Weatherization

NORESCO will install weatherstripping on select exterior doors and interior doors separating conditioned and unconditioned spaces, reseal specific windows at corners where gaskets have shrunk, and install spray foam insulation in specific locations where insulation is missing or where building penetrations need to be resealed.

Scope of Work

NORESCO will weatherstrip doors and seal windows, building penetrations, and the joints between the roof and top of the wall, as detailed in Table C.4.

Table C.4: Building Weatherization

Building	Doors to be Weather-stripped	Windows to be Sealed	Overhead Doors to be Weather-stripped	Penetrations to be Sealed	Roof-Wall Joint Sealing
Aquaplex Center	25	15 linear feet	-	-	-
Cemetery	5		3		
Cinder Lake Landfill	10	-	3	-	-
City Hall	18	-	-	-	-
City Warehouse	2		4	2	
Coconino Warehouse	4		4	1	5 square feet
Fire Station #1	6		4		
Fire Station #10 (Old Airport Ops Building)	6		5		
Fire Station #2	11		10		
Fire Station #3	8	1	6		
Fire Station #4	6		4		3 square feet
Fire Station #5	4		4		
Fire Station #6	9	40 linear feet	4		
Hal Jensen Recreation Center	11	6 windows	-	3 ¹	-
J. Lively Ice Rink / McPherson	33	-	1	-	-
Joe C. Montoya Community and Senior Center	8	-	-	-	-
Library Main	14	-	3	-	-
Milligan House	2	-	-	-	-
NACET Accelerator	12	10 linear feet			
NACET IncubatorNACET Incubator	15	5 linear feet			
Public Works / Sustainability	2	-		9	
Rio De Flag Wastewater Plant	23		5		

Building	Doors to be Weather-stripped	Windows to be Sealed	Overhead Doors to be Weather-stripped	Penetrations to be Sealed	Roof-Wall Joint Sealing
Theatrikos Building	8	-	-	-	-
Thorpe Shop	4		2		2 covers
USGS #5	4	2 windows	3	-	-
USGS #6	13	-	-	-	-
Utilities Shop	8		2	1	25 linear feet
Visitor's Center	13	-	-	20.5 feet ²	-
Water Services / Housing East Side Annex	9	5 linear feet	2	32 linear feet	140 linear feet
Wildcat Hill Wastewater Plant	43		6		

¹ Three pipe penetrations to be sealed

² 20 feet for two exterior doors in garage to be sealed from the interior. 0.5 feet of penetrations in staircase area to be sealed.

Equipment Descriptions

NORESCO will install the following materials, or NORESCO-approved equal, in locations identified in Table C.4.

- Caulking or equivalent to seal cracks and gaps. Caulking will have a 50-year warranty from the manufacturer.
- Expanding foam to seal penetrations and the joint between the roof and the upper part of the wall. The foam has a manufacturer rated lifespan of 25 years.
- Sweeps and weatherstrips on doors that seal conditioned from unconditioned spaces or the outdoors. Door sealing materials consist of a heavy metal aluminum carrier, and strip of Q-lon which is a formed and angled sponge wrapped in vinyl. It is applied to the door frames, secured with screws, and caulked for added durability and air sealing through the carrier. The sweeps use a double fin film seal between a set of brushes, also embedded in a heavy aluminum carrier. The material is typically placed under the kick plate of the door and secured in the same method as the rest of the door seal.

ECM 4b: Ice Rink Automated Door Closer and Air Curtains

NORESCO will install air curtains on the double doors separating the lobby from the arena and will install an automatic opener on the existing roll-up door at the ice resurfacing machine exit at the south end of the arena, at the J. Lively Ice Rink. These upgrades will help reduce infiltration of warm air into the arena, reducing the condensation and humidity issues currently experienced during warm or humid weather.

Scope of Work

NORESCO will:

- a) Furnish and install the two (2) air curtains and one (1) jack-shaft operator (motorized overhead door opener) listed below in accordance with manufacturer's recommendations.
- b) Furnish and install required electrical installations to feed two (2) air curtains and (1) jackshaft operator from existing panels including circuit breakers, conduit, and conductors.

Equipment Descriptions

NORESCO will furnish and install the following equipment:

- c) Two (2) unconditioned air curtains with surface-mounted switch activation, one for each of the double doors serving as the patron entrance to the arena from the lobby. ½ horsepower, 115-volt, single phase.
- d) One (1) standard-duty jackshaft operator for the ice resurfacing machine door, ½ horsepower, 115/208/230-volt, single phase.

ECM 5: Electric Vehicle Charging Stations

NORESCO will install nine (9) dual-port level-2 electric vehicle (EV) charging stations at Customer Facilities to charge Customer-purchased EVs. These chargers will not be accessible to the public and are intended for use by Customer fleet vehicles.

Scope of Work

NORESCO will furnish and install EV charging stations listed in Table C.5, per NORESKO-issued drawings in Appendix 2 of the IGA and manufacturer's recommendations. Electrical engineering plans will comply with City of Flagstaff building codes at date of this document submission.

Note that additional EV charging stations are shown on the NORESKO-issued drawings in Appendix 2 of the IGA, but these are not included in the scope of this ECM. EV charging stations were removed from the project scope of work at the request of the Customer after the drawings were created. In the event of conflict between documents, Table C.5 will prevail. Specifically, no EV chargers will be installed at the Main Library. NORESKO will not provide any vehicles as a part of this ECM.

Public Works (Fleet Building)

NORESCO will:

- a) Provide professional electrical engineering plans for Customer review.
- b) Furnish and install one (1) EV dual-port bollard-mounted charging station.
- c) Provide and install a new 37.5 kVA low-voltage transformer (480V to 208/120V)
- d) Provide and install concrete equipment pad for new electrical equipment.
- e) Install a new 100A breaker in the existing panel FMH-1.
- f) Install a new 125A, 240/120V, 1-phase, 3W panelboard to serve the new EV charger.
- g) Install new feeders from the existing FMH-1 panel to the new transformer and 125A panel.
- h) Provide and install new breakers and branch feeders to the new EV charger.

Public Works (Solid Waste Building)

NORESCO will:

- i) Provide professional electrical engineering plans for Customer review.
- j) Furnish and install three (3) EV dual-port bollard-mounted charging stations.
- k) Provide and install a new 75 kVA low-voltage transformer (480V to 208/120V)
- l) Provide and install concrete equipment pad for new electrical equipment.
- m) Install a new 225A breaker in the existing panel SWH.
- n) Install a new 600A, 240/120V, 1-phase, 3W panelboard to serve the new EV chargers.
- o) Install new feeders from the existing SWH panel to the new transformer and 600A panel.
- p) Provide and install new breakers and branch feeders to the new EV chargers.

Public Works (Admin Office)

NORESCO will:

- q) Provide professional electrical engineering plans for Customer review.

- r) Furnish and install two (2) EV dual-port bollard-mounted charging stations.
- s) Provide and install a new 75 kVA low-voltage transformer (480V to 208/120V)
- t) Provide and install concrete equipment pad for new electrical equipment.
- u) Install a new 100A breaker in the existing panel ADH-1.
- v) Install a new 125A, 240/120V, 1-phase, 3W panelboard to serve the new EV chargers.
- w) Install new feeders from the existing ADH-1 panel to the new transformer and 125A panel.
- x) Provide and install new breakers and branch feeders to the new EV chargers.

Sustainability Building

NORESCO will:

- y) Provide professional electrical engineering plans for Customer review.
- z) Furnish and install one (1) EV dual-port wall-mounted charging station.
- aa) Install a new 50A breaker in the existing panel main service panel and branch feeders to the new EV charger.

Main Library

- c) *No EV charging station work at this building.*

Equipment Descriptions

NORESCO will install the EV chargers listed in Table C.5, or NORESKO-approved equal.

Table C.5: New Equipment

Location	Description	Mfg.	Model	Quantity/ Plugs	Charging Voltage	Maximum Charging Capacity
Public Works (Fleet Building)	Dual Bollard Type Level-2 EV Charging Station	ChargePoint	CPF50	1/2	208V-AC	6.6 kW ea
Public Works (Solid Waste)	Dual Bollard Type Level-2 EV Charging Station	ChargePoint	CPF50	3/6	208V-AC	6.6 kW ea
Public Works (Admin Office)	Dual Bollard Type Level-2 EV Charging Station	ChargePoint	CPF50	2/4	208V-AC	6.6 kW ea
Sustainability Office	Dual Bollard Type Level-2 EV Charging Station	ChargePoint	CPF50	1/2	208V-AC	6.6 kW ea

ECM 6a: Irrigation Repairs and Re-commissioning

NORESCO will recommission the Customer’s existing Hydropoint WeatherTRAK irrigation controls to irrigate more efficiently. The scope of this ECM includes the following:

- a) Targeted replacement of inefficient heads and nozzles
- b) Addition of flow sensors and master valves to reduce system water loss
- c) Expanded programming to fully leverage the features of the existing controller functions

Scope of Work

NORESCO will perform a wet check of the parks identified in Table C.6. The results of the wet check will be presented to the Customer. Included in the ECM are 357 irrigation head replacements, 16 master control valves and 17 flow sensors. NORESKO has budgeted additional funds as a contingency for this measure and for additional improvements required to maintain the operation of the system. NORESKO will work with the Customer to prioritize what irrigation repairs or improvements should be funded by this allowance. The Customer will have final approval of how the allowance is spent.

NORESCO will work with Hydropoint to perform the work included in this ECM.

NORESCO Implementation Responsibilities

- bb) Auditing, engineering, and design specification services
- cc) Installation of new irrigation equipment and recommissioning of existing controllers
- dd) Irrigation equipment verification, testing, and commissioning as needed during and after construction
- ee) Training personnel/staff on proper O&M procedures
- ff) Delivery of complete project closeout documentation, equipment listings, and O&M training manuals

Customer Implementation Responsibilities

- gg) Facilitate the full evaluation of each of the in-scope park irrigation systems with NORESKO and HydroPoint
- hh) Continue maintenance on existing irrigation systems after the upgrade and recommissioning, including equipment installed as part of this ECM.

Table C.6: Parks Included in the Scope of Work for this ECM.

Site	Total Controllers
Bow & Arrow Park	1

Site	Total Controllers
Bushmaster Park	2
Cheshire Park	1
City Hall (library/wheeler)	1
Cogdill Rec Center	1
Continental Sports Park	1
Flagstaff Little League	1
Foxglenn Park	2
Guadalupe Park	1
Hal Jensen Rec Center / Flagstaff Rec Center	1
Joel Montalvo Park	1
Mark Grace Field / Arroyo Park Ballfield	1
Ponderosa Trails Park	1
Smokerise Park	1
Thorpe Complex	2
Thorpe Multi-Purpose Field	1
Thorpe Park	1

Equipment Descriptions

NORESCO's intent is to recommission each of the irrigation control systems included in this ECM so that they work efficiently and provide the Customer with more control. The exact equipment needed at each park will be determined during the detailed irrigation audit performed during the construction period of the project. Examples of equipment that will be replaced are flow sensors, master valves, and sprinkler nozzles/heads.

NORESCO will install components from the following manufacturer or NORESCO-approved equal:

- ii) HydroPoint Data Systems – 1720 Corporate Circle, Petaluma, CA 94954

ECM 8: Water Meter Testing

Water Meter Testing Installation Scope of Work

To determine the accuracy of the existing meters, we will remove and test a subset per American Water Works Association (AWWA) standards. The removed meters will be replaced with new ultrasonic water meters as listed below. The location of the water meters is based on data provided to NORESKO by the Customer and confirmed by NORESKO during the data review and billing analysis.

Table C.7. Proposed Testing Meter Quantity and Type

Meter Size	Quantity	Existing Meter Description	Replacement Meter
3/4"	68	Positive Displacement Meter	Neptune Mach 10 & Itron 500W ERT
1"	64	Positive Displacement Meter	Neptune Mach 10 & Itron 500W ERT
1.5"	23	Positive Displacement Meter	Neptune Mach 10 & Itron 500W ERT
2"	24	Positive Displacement Meter	Neptune Mach 10 & Itron 500W ERT

Replacements will consist of Neptune Mach 10 meters with Itron encoder receiver transmitters (ERT), per the above table.

Implementation

Unless otherwise defined below, the meters will be replaced like for like. Installation of strainers, test valves, bypasses or piping modifications is not included. NORESKO will supply gaskets and flange fasteners as required for the installation of the new meters.

The following are not included as part of installation:

- (a) bad/broken curb stops
- (b) piping modifications
- (c) repair of pre-existing leaks or deteriorated piping
- (d) replacement of meter boxes

Area of warranty coverage will be within 2' of the meter upstream and downstream. Any leaks or repairs needed after installation in this 2' zone will be repaired by NORESKO at no additional charge. Any leaks or repairs needed outside of this 2' zone will be the responsibility of the Customer.

As part of the cost to test and replace existing meters, we have included a line item for contingency of incidentals. The contingency funds are controlled by the City and will allow for NORESKO to address any issues beyond standard meter installation such as replacing meter boxes or lids. A list of incidental work with associated pricing is provided. In addition:

- (e) NORESKO and its subcontractors will work directly with the billing personnel to provide daily electronic change-out information for the Customer to input in their database and/or billing systems.
- (f) The Customer agrees to receive and provide temporary storage of new meters from the Neptune/Itron distributor for installation by NORESKO and its subcontractors.
- (g) As routes are completed, the Customer agrees to complete their inspections and sign offs according to the NORESKO route acceptance and sign off procedures.
- (h) Customer agrees to provide support for hard-to-find meter locations and system isolation assistance when needed.
- (i) Customer agrees to provide a designated representative to interface with NORESKO and its subcontractors on all issues relating to the water meter installations.

Table C-8. Incidental Contingency Work Pricing

#	Item	Line/Box Size	Unit Labor Price	Unit Material Price	Note
1	Replace Defective Curb Stops/Ball Valves/Gate Valves	3/4"	\$45.00	\$65.00	
		1"	\$45.00	\$90.00	
		1.5"	\$160.00	\$155.00	
		2"	\$160.00	\$204.00	
2	Replacing Defective/Broken Meter Boxes with plastic boxes and plastic lids (Dallas Specialty & MFG Boxes & Lids)	5/8" through 1"	\$35.00	\$47.00	Material includes DS1200BI (BLACK); If different box required, material and freight will be charged plus 25%
		1.5" & 2"	\$55.00	\$58.00	Material includes DS1500IB (BLACK); If different box required, material and freight will be charged plus 25%
3	Pipe Length Modifications to accommodate changes in meter type; Convert threaded to flanged or repipe improper screwed meter connections	1.5"	\$240.00	\$144.00	
		2"	\$240.00	\$152.00	
4	Pull and reinstall existing meter box due to misposition in relation to meter (meter boxes only, not including vaults); box resets	3/4"	\$35.00	N/A	
		1"	\$35.00	N/A	
		1.5"	\$55.00	N/A	
		2"	\$55.00	N/A	
5	Replace existing defective or leaking pipe/pipe modifications/repiping a direct connected meter on customer side	3/4"	\$90.00	\$78.00	
		1"	\$90.00	\$118.00	
		1.5"	\$320.00	\$204.00	
		2"	\$320.00	\$277.00	
6	Remove and Replace Concrete/Asphalt for Meter Access (includes use of Quikcrete or similar material mixed onsite; does not include 3rd party certified concrete work)	3/4"	\$200.00	N/A	
		1"	\$200.00	N/A	
		1.5"	\$450.00	N/A	
		2"	\$450.00	N/A	
7	Raise Meter Set Service (labor & material for piping only)	3/4"		N/A	
		1"		N/A	
8	Lower Meter Set Service (labor & material for piping only)	3/4"	\$200.00	N/A	
		1"	\$250.00	N/A	
9	Replace Meter Coupling; shorter couplings used for tight meter access	3/4"	\$25.00	\$15.00	
		1"	\$25.00	\$20.00	
10	Replace Meter Box Lid	1" & Below	\$5.00	See Note	Material and freight will be charged plus 25%
		1.5" & 2"	\$10.00	See Note	Material and freight will be charged plus 25%

ATTACHMENT D

EQUIPMENT LEASE DOCUMENTS (IF APPLICABLE)

[Reserved, if not applicable]

ATTACHMENT E-1

**DELIVERY AND ACCEPTANCE CERTIFICATE
UPON SUBSTANTIAL COMPLETION**

Customer hereby acknowledges receipt of the Energy Conservation Measure(s) described in Construction Work Order No. _____ between Customer and NORESKO (which are listed and attached hereto), as fully installed and in good working condition. Customer hereby accepts these Energy Conservation Measure(s) after full inspection thereof as satisfactory for all purposes of the Agreement and the Construction Work Order. Customer agrees to make the related payment(s) to NORESKO as set forth in Section 5 and Attachment G of the Construction Work Order.

Substantial Completion Date:

ECM(s):

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECM(s) to which this Delivery and Acceptance Certificate relates is/are attached hereto.

ATTACHMENT E-2

**FINAL DELIVERY AND ACCEPTANCE CERTIFICATE
FINAL ACCEPTANCE OF PROJECT**

Customer hereby acknowledges Final Acceptance of all Energy Conservation Measures described in Construction Work Order No. _____ between Customer and NORESKO. The date of Final Acceptance is the date certified by the Customer that the Work has been installed, functionally tested, and all punchlist items completed in accordance with the Contract Documents, so that the Customer has possession of the work and can use it for its intended use. Customer hereby accepts the Energy Conservation Measure(s) listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement and the Construction Work Order. Customer agrees to make the required payment(s) to NORESKO as set forth in Section 5 and Attachment G of the Construction Work Order.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECMs to which this Delivery and Acceptance Certificate relates are attached hereto.

ATTACHMENT F

GUARANTY OF ENERGY COST SAVINGS

1. DEFINITIONS

When used in this Construction Work Order, the following capitalized words shall have the meaning ascribed to them below:

“Baseline Period” is the period of time that defines the Baseline Usage and is representative of the facilities operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

“Baseline Usage” is the calculated energy usage of the Facilities prior to the implementation of the ECMs.

“Baseline Demand” is the calculated energy demand of a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate data, and control strategies, will typically be determined through building occupancy, energy end-use survey and plug load surveys of the Facilities.

“Cumulative Excess Verified Savings” is the total amount of Excess Verified Savings based on the results of the Measurement & Verification Plan in the Guaranteed Savings Reconciliation Report carried over to subsequent Guaranty Periods.

“Energy and Operational Cost Avoidance Guarantee Practices” are those practices identified in The Schedule of Savings, intended to achieve avoided costs in energy and/or operating expenses.

“Energy Costs” may include the cost of electricity and fuels to operate HVAC equipment, cogeneration system, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

“ECM” the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment C.

“Excess Verified Savings” is the amount of Verified Savings minus Guaranteed Savings in a Guaranteed Period.

“Facilities” shall mean those described in Attachment B.

“F.E.M.P.” shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO 10096-248, February 1996, or later versions). The F.E.M.P. guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D.

“First Guarantee Period” is defined as the period beginning on the first (1st) day of the month following the date of execution of the Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project by the Customer and ending on the day prior to the first (1st) twelve-month

anniversary thereof.

“Guarantee Period” is defined as the First Guarantee Period and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Period throughout the Term of this Construction Work Order.

“Guaranteed Savings” is defined as the amount of avoided Energy and Operational Costs guaranteed to the Customer in each Guarantee Period.

“Guaranteed Savings Reconciliation Report” is defined as the process and report for determining the Verified Savings in each Guarantee Period and reconciling it to the Guaranteed Savings in the same Guarantee Period.

“IPMVP” shall mean the International Performance Measurement and Verification Protocol and its Measurement and Verification Guidelines for energy savings performance contract projects. The IPMVP guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D.

“Measurement and Verification Plan” (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

“Operational Costs” shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

“Post Installation Report” is defined as the process and report for determining the Expected Savings for the First Guarantee Period after the completion of construction.

“Term” shall be twenty (20) years from acceptance.

“Verified Savings” is defined as the summation of avoided Energy and Operational Costs as determined by the Measurement & Verification Plan for the Facilities in each Guarantee Period as a result of the ECMs provided by NORESKO as well as Excess Verified Savings, if any carried forward from previous years.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee shall commence on the first (1st) day of the month following the date of execution of the Final Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project by the Customer and shall terminate at the end of twenty years unless terminated earlier as provided for herein.

2.2 Guarantee Termination. Should this Construction Work Order be terminated (including, as applicable, the Maintenance or Measurement & Verification Services) in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Period in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations, if any, in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Periods shall be null and void.

3. SAVINGS GUARANTEE

3.1 Guaranteed Savings: **Table F.1** lists the amount of Guaranteed Savings resulting from the

ECMs to be installed by NORESKO.

Table F.1 Guaranteed Savings

Year	\$ Amount
1	\$224,323
2	\$231,341
3	\$238,593
4	\$246,089
5	\$253,835
6	\$261,844
7	\$270,120
8	\$278,675
9	\$287,521
10	\$296,665
11	\$306,119
12	\$315,894
13	\$326,003
14	\$336,454
15	\$347,264
16	\$358,442
17	\$370,002
18	\$381,959
19	\$394,328
20	\$407,121
Total	\$6,132,591

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of NORESKO's efforts that result in no additional costs to Customer beyond the costs identified in this Construction Work Order will be included in the Guarantee Savings Reconciliation Report for the applicable Guarantee Period (s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by Customer and as calculated through the Measurement & Verification Plan that result from activities undertaken by NORESKO prior to Final Acceptance may be applied to the Verified Savings for the First Guaranty Period.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Period are considered satisfied if the Verified Savings for such Guarantee Period equals or exceeds the Guaranteed Savings for such Guarantee Period.

3.1.4 Savings Shortfalls. In the event that the Verified Savings in any Guarantee Period is less than the Guaranteed Savings required for that Guarantee Period, after giving credit for any Excess Verified Savings carried forward from previous Guarantee Periods, NORESKO shall, upon receipt of written demand from Customer, compensate Customer the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) calendar days. Resulting compensation shall be NORESKO's sole liability for any shortfall in the Guaranteed Savings.

3.2 Post Installation Documentation. NORESKO will provide Customer with a Post Installation Report (PIR) detailing the Expected Savings for the First Guarantee Period within 120 days following the commencement of the First Guarantee Period. Customer will assist NORESKO in generating the PIR by providing NORESKO's receipt thereof, together with access to relevant records relating to such Energy Costs and Operating Costs. Customer will also assist NORESKO by permitting access to any energy billing information, maintenance records, drawings, or other data deemed necessary by NORESKO to generate the said report. Data and calculations utilized by NORESKO in the preparation of its PIR will be made available to Customer, along with such explanations and clarifications as Customer may reasonably request.

3.2.1 Acceptance of Post Installation Report. From the time of receipt, Customer will have ninety (90) days to review the PIR and provide written notice to NORESKO of non-acceptance of the PIR. In the event that Customer does not approve or disapprove of the PIR with ninety (90) days of its submission, NORESKO shall provide a notice Customer has passed its review deadline and has three (3) additional days to review. In the event Customer does not approve or disapprove of the PIR within three (3) days of receipt of that notice, Customer shall be deemed to have accepted the PIR and its findings.

3.3 Savings Reconciliation Documentation. NORESKO will provide Customer with a Guarantee Savings Reconciliation Report after each Guarantee Period within 120 days. Customer will assist NORESKO in generating the savings reconciliation report by providing NORESKO's receipt thereof, together with access to relevant records relating to such Energy and Operating Costs. Customer will also assist NORESKO by permitting access to any energy billing information, maintenance records, drawings, or other data deemed necessary by NORESKO to generate the said report. Data and calculations utilized by NORESKO in the preparation of its Guarantee Savings Reconciliation Report will be made available to Customer, along with such explanations and clarifications as Customer may reasonably request.

3.3.1 Acceptance of Guarantee Savings Reconciliation Report. At the end of each Guarantee Period, Customer will have forty-five (45) days to review the Guarantee Savings Reconciliation Report and provide written notice to NORESKO of non-acceptance of the Guarantee Savings Reconciliation Report for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the Guarantee Savings Reconciliation Report shall constitute the deemed acceptance of the Report and its findings by the Customer.

3.3.2 Guarantee Savings Reconciliation. Verified Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in the Measurement & Verification Plan and/or additional methodologies defined by NORESKO that may be negotiated with Customer at any time. Actual savings reduction in utility bills may vary from the Verified Savings for reasons outside of NORESKO's control including but not limited to: changes in energy and other utility rates and tariffs, changes in Customer operating schedules and usage patterns, changes in Customer loads due to addition or reductions in energy and water consuming devices, changes in weather, impacts due to the operations of ECMs, impacts due to the maintenance of ECMs maintained by Customer, and additions to and/or reduction in facility space usage. For the purposes of calculating any shortfalls or excesses of Verified Savings versus Guaranteed Savings, the Measurement & Verification Plan will be utilized.

3.3.3 Activities and Events Adversely Impacting Savings. Customer must promptly notify NORESKO of any activities known to Customer, which adversely impacts NORESKO's ability to realize the Guaranteed Savings and NORESKO shall be entitled to reduce the Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond NORESKO's reasonable control.

3.3.4 Guarantee Adjustment. NORESCO's Guaranteed Savings obligations under this Construction Work Order are contingent upon: (1) Customer following the operations and maintenance requirements for the ECMs in accordance with the Construction Work Order; (2) no alterations or additions being made by the Customer without prior notice and written agreement of the Parties; (3) Customer sending all current utility bills to NORESCO within two (2) weeks after receipt; and (4) NORESCO'S ability to render services not being impaired by circumstances beyond its control. To the extent that the Customer defaults or fails to perform fully any of its obligations under this Construction Work Order, NORESCO may, in its sole discretion, adjust the Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless NORESCO has first provided the Customer with written notice of Customer's default(s) or failure(s) to perform and Customer has failed to cure its default(s) and failure(s) to perform within thirty (30) days after receipt of such notice.

3.3.5 Energy Rates. **Table F.2** provides the base rates that will be applied to savings for applicable ECM's. These values will be combined with annual escalation factors in Table F.3 to calculate Verified Savings in each Program Year.

Table F.2 Utility Rates

Building	Demand \$/kW	Electric \$/kWh	Natural Gas \$/Therm	Propane \$/Gallon	Gasoline \$/Gallon	Reclaim Water \$/kgal	Water \$/kgal	Sewer \$/kgal
Aquaplex Center	\$11.22	\$0.06491	\$0.6850	-	-	\$1.95	\$6.01	\$5.68
Cemetery	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$5.77	\$5.35
Cinder Lake Landfill	\$0.00	\$0.09451	-	\$1.8803	-	\$1.95	\$6.01	\$5.68
City Hall	\$11.22	\$0.06491	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
City Hall Courthouse	\$16.01	\$0.07487	-	-	-	\$1.95	\$6.01	\$5.68
City Warehouse	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Coconino Warehouse	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Fire Station #1	\$16.01	\$0.07487	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Fire Station #10 (Old Airport Ops Building)	\$0.00	\$0.09451	\$0.6850	-	-	\$1.95	\$6.01	\$5.68
Fire Station #2	\$16.01	\$0.07487	\$0.6850	-	-	\$1.95	\$6.01	\$5.68
Fire Station #3	\$16.01	\$0.07487	\$0.6850	-	-	\$1.95	\$6.01	\$5.68
Fire Station #4	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Fire Station #5	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Fire Station #6	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Hal Jensen Recreation Center	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
J. Lively Ice Rink / McPherson	\$11.22	\$0.06491	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Joe C. Montoya Community and Senior Center	\$16.01	\$0.07487	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Lake Mary Water Treatment Plant	\$7.97	\$0.08215	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Library Main	\$10.91	\$0.06775	\$0.6855	-	\$4.70	\$1.95	\$6.01	\$5.68
Milligan House	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Murdoch Center	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
NACET Accelerator	\$16.01	\$0.06775	\$0.6855	-	-	\$1.95	\$6.01	\$5.68

Building	Demand \$/kW	Electric \$/kWh	Natural Gas \$/Therm	Propane \$/Gallon	Gasoline \$/Gallon	Reclaim Water \$/kgal	Water \$/kgal	Sewer \$/kgal
NACET Incubator	\$16.01	\$0.06775	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Public Works	\$16.01	\$0.06775	\$0.6855	-	\$4.70	\$1.95	\$6.01	\$5.68
Public Works / Sustainability	\$0.00	\$0.09451	\$0.6855	-	\$4.70	\$1.95	\$6.01	\$5.68
Pulliam Airport	\$16.01	\$0.06775	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Rio De Flag Wastewater Plant	\$11.22	\$0.06491	\$0.6855	-	-	\$1.95	\$5.95	\$6.09
Theatrikos Building	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Thorpe Shop	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
USGS #5	\$0.00	\$0.09451	-	\$1.8803	-	\$1.95	\$6.01	\$5.68
USGS #6	\$11.22	\$0.06491	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Utilities Shop	\$16.01	\$0.07487	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Visitor's Center	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Water Services / Housing East Side Annex	\$0.00	\$0.09451	\$0.6855	-	-	\$1.95	\$6.01	\$5.68
Wildcat Hill Wastewater Plant	\$21.95	\$0.05329	\$0.5414	-	-	\$1.95	\$6.01	\$5.68
Woody Mountain Clarifier	\$21.95	\$0.05329	-	-	-	\$1.95	\$6.01	\$5.68
Parks	\$0.00	\$0.09451	-	-	-	\$1.95	\$6.01	\$5.68
Water Systems	\$21.95	\$0.05329	\$0.6855	-	-	\$1.95	\$6.01	\$5.68

Table F.3 lists the utility rate escalation forecasts for electricity, gasoline, pool chemicals and operations and maintenance (O&M). These rate forecasts were reviewed and approved by the Customer. The escalated energy rates will be compared to actual utility rates during each Guarantee Period, throughout the Agreement term, and the higher of the listed energy rates (the floor rates) and the actual rates in force will be used to determine savings.

The utility rate escalation factors to be used are summarized in the Table F.3. The energy escalation factors in Table F.3: Escalation Factors will be applied to the energy rates in Table F.2: Utility Rates to determine the rates for each successive year.

Table F.3 Escalation Rates

Utility	Escalation Rate
Electricity	2.30%
Natural Gas	3.78%
Propane	3.78%
Gasoline	3.78%
Water & Sewer	4.00%
Maintenance (material) Savings	2.30%

A summary of units of energy saved is shown below in Table F.4.

Table F.4 Summary of Energy Units Saved

#	ECM	Annual Electric Demand (kW)	Electric Consumption (kWh)	Natural Gas (therms)	Propane (gallons)	Gasoline (gallons)	Utility Bill Savings Dollars	Reclaim Water (kgal)	Water (kgal)
1a & 1b	Interior & Exterior LED Lighting	2,236	768,482	(7,953)	(173)	0	0	0	0
2a	Energy Management System Upgrades	299.3	145,434	15,808	0	0	0	0	0
2b	Heat Pump Heating and Cooling	(145.4)	(35,950)	4,344	0	0	0	0	0
3	Electric Rate Switch for Pumping Accounts	0	0	0	0	0	\$9,733	0	0
4A	Weatherization	0	5,216	15,001	1,151	0	0	0	0
4B	Ice Rink Automated Door Closer and Air Curtains	0	5,291	292	0	0	0	0	0
5	Electric Vehicle Charging Stations	(100)	(25,861)	0	0	5,666	0	0	0
6A	Irrigation Repairs & Re-Commissioning	0	0	0	0	0	0	10,432	6,751
8	Water Meter Testing	0	0	0	0	0	0	0	0
	Totals	2,290	862,612	27,492	978	5,666	\$9,733	10,432	6,751

4. MEASUREMENT & VERIFICATION PLAN

4.4 Measurement and Verification. NORESKO and the Customer agree that the Verified Savings by ECM will be determined using the following Measurement & Verification plans further described in this section. Through this plan, the guaranteed savings generated by the ECMs installed in the Facilities will be validated. The M&V methodologies proposed for these ECMs are based on the version 2.2 of the F.E.M.P. Measurement and Verification Guidelines. The objective of the plan is to quantify the actual electrical and fossil fuel and compare those to the specific Baseline Usage for each Facility, the difference of which is the Verified Savings.

During the term of the Construction Work Order, NORESKO will make adjustments to energy savings due to changes in building occupancy, weather data, and utility rate schedules, etc. The unit costs of energy will be applied to the energy savings calculated by this M&V plan. Current utility cost will be used as a basis for determining the unit cost, with floor and ceiling prices set by baseline rate information, presented herein this Attachment.

4.5 M&V Descriptions: NORESKO developed an ECM-specific Measurement and Verification (M&V) Plan for each of the ECMs proposed, which will provide cost-effective verification of savings throughout the Guarantee Period. The M&V Plan was developed for each ECM based on the following criteria:

- Compliance with IPMVP

- Accurate predictions of energy savings
- Cost-effective minimization of uncertainty in Verified Savings
- Verified Savings reflect actual post installation operating conditions
- M&V activities support ongoing energy management activities

Full M&V Descriptions are provided in EXHIBIT C: IGA Section 4.2.

ATTACHMENT G

CONTRACT COST AND ANNUAL SERVICES

- Customer agrees to pay to NORESKO, the amount equal to the Project Cost, as listed below, in accordance with the terms described in Section 4 of the Construction Work Order. The proposed monthly progress payments shall be substantially the same as those found in Attachment G-1, Proposed Progress Payments, attached hereto.

Project Cost = \$4,423,547

Proposed Monthly Progress Payments are attached hereto as Attachment G-1.

- Maintenance Fee: Reserved
- Measurement & Verification Fee: Customer shall pay NORESKO for annual measurement and verification services provided under this Construction Work Order that the Parties mutually agree to have NORESKO perform. Customer agrees to pay the annual Measurement & Verification fee as provided for below with respect to such agreed upon services.

Year	Annual Amount
1	\$14,821
2	\$9,731
3	\$10,023
4	\$10,324
5	\$10,633
6	\$10,952
7	\$11,281
8	\$11,619
9	\$11,968
10	\$12,327
11	\$12,697
12	\$13,078
13	\$13,470
14	\$13,874
15	\$14,290
16	\$14,719
17	\$15,161
18	\$15,615
19	\$16,084
20	\$16,566
Total	\$259,235

ATTACHMENT G-1

PROPOSED MONTHLY PROGRESS PAYMENTS

Month of Construction	Projected Progress Payment
WO#1 Signature/ Mobilization	\$442,355
1	\$663,532
2	\$530,826
3	\$530,826
4	\$530,826
5	\$575,061
6	\$353,884
7	\$0
8	\$0
9	\$0
10	\$0
11	\$0
12	\$0
13	\$0
14	\$353,884
15	\$44,235
16	\$44,235
17	\$44,235
18	\$44,235
19	\$44,235
20	\$221,177
Total	\$4,423,547

ATTACHMENT H

CHANGE ORDER FORM

(Request & Agreement for Change in Plans and/or Specifications and/or Terms)

Change Request No. _____

Customer: _____

Department: _____

Project No. _____ Contract No. _____ Site: _____

Title: _____

I. REQUEST

Date: _____

(a) Requested by _____ Of _____

(b) Description of change _____

II. NORESKO's AGREEMENT

For all costs involved in this change including extensions of time herein requested NORESKO proposes to perform the work described in accordance with the provisions of the subject Construction Work Order and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted in writing.

An extension of contract time of _____ calendar days to _____ is requested.

NORESKO _____ by _____ Date: _____

CUSTOMER APPROVAL: _____ Date: _____

	Contract Award	\$
Customer _____	Previous Additions	\$
	Previous Deductions	\$
By: _____	Net Total	\$
Title: _____	This Change	\$
	Total	\$

ATTACHMENT I

MAINTENANCE SERVICES

Maintenance services provided by NORESKO are limited to annual oversight activities as described in the M&V Plan in the Detailed Energy Audit included as EXHIBIT C, as may be amended by the Parties. Oversight activities are limited to annual confirmation that the Customer continues to operate, maintain, and repair the ECMs in a manner consistent with contract requirements to ensure the persistence of guaranteed savings over the term of the Project. NORESKO shall submit an annual report indicating the results of its maintenance oversight functions.

ATTACHMENT J

NORESKO INSTALLED EQUIPMENT

#	ECM
1	Interior & Exterior LED Lighting
1A	Interior LED Lighting
1B	Exterior LED Lighting
2	Mechanical Upgrades
2A	Not Applicable – Customer Self-Performing
2B	Heat Pump Heating and Cooling
3	Electric Rate Switch for Pumping Accounts
4	Building Envelope Improvements
4A	Weatherization
4B	Ice Rink Automated Door Closer and Air Curtains
5	Electric Vehicle Charging Stations
6	Water Conservation
6A	Irrigation Repairs & Re-Commissioning
8	Water Meter Testing

ATTACHMENT K

STANDARDS OF SERVICE

As part of the Investment Grade Audit (IGA), NORESKO documented the existing operating parameters for equipment at Customer Facilities. As part of the energy conservation measures (ECMs), NORESKO has identified the proposed changes to the existing operating parameters (such as operating hours, setpoints, control sequences, equipment efficiencies, etc.) that will generate energy savings. This information is the basis for establishing the existing and proposed ECM operation parameters and standards of comfort and service. The tables contained herein are summarized below.

Table K.1: Lighting Operating Hours

Table K.2: Pre-Retrofit Lighting Fixture Wattages

Table K.3: Post-Retrofit Lighting Fixture Wattages

Table K.4: Existing and Proposed HVAC Schedules and Setpoints

NORESKO's Investment Grade Audit ("IGA") Report dated January 2023 is hereby incorporated herein for the limited purpose of providing additional detail to the Standards of Service described herein. In the event of a conflict between the IGA and any other documents, this Attachment K shall govern.

NORESCO performed a detailed audit of the lighting systems at the Premises. The audit identified lighting estimated operating hours, quantities, types of fixtures, and fixture wattages. The lighting operating hours were determined from discussions with Customer staff, and we reconciled against provided electric utility data. Data loggers were not used to determine operating hours, since facility operating hours and occupancy were affected by Covid-19 restrictions during the audits. Lighting systems with similar annual operating hours were grouped into Hour Codes, as shown in Table K.1, which were used to model the baseline energy consumption for the lighting savings calculations.

Table K.1: Lighting Operating Hours

Burn Code	Area Description	Est. Average Hours BEFORE/ AFTER	Est. Average Hours WITH SENSORS	% ON AFTER SENSOR	% Contribution to demand charge
0.5H5D	0.5 HOURS 5 DAYS A WEEK	130	130	100%	10%
0.5H6D	0.5 HOURS 6 DAYS A WEEK	156	156	100%	10%
1.5H5D-ES	1.5 HOURS 5 DAYS A WEEK - EXISTING SENSOR	390	390	100%	40%
1.5H7D-ES	1.5 HOURS 7 DAYS A WEEK - EXISTING SENSOR	548	548	100%	40%
1.75H6D-ES	1.75 HOURS 6 DAYS A WEEK	546	546	100%	40%
10.5H5D	10.5 HOURS 5 DAYS A WEEK	2,730	2,730	100%	95%
10.5H5D-OS80	10.5 HOURS 5 DAYS A WEEK - ADD SENSOR 80% USAGE	2,730	2,184	80%	95%
10H5D	10 HOURS 5 DAYS A WEEK	2,600	2,600	100%	95%
10H5D-OS70	10 HOURS 5 DAYS A WEEK - ADD SENSOR 70% USAGE	2,600	1,820	70%	95%
10H5D-OS80	10 HOURS 5 DAYS A WEEK - ADD SENSOR 80% USAGE	2,600	2,080	80%	95%
10H6D	10 HOURS 6 DAYS A WEEK	3,120	3,120	100%	95%
10H6D/7H1D	10 HOURS 6 DAYS + 7 HOURS 1 DAY A WEEK	3,484	3,484	100%	95%
10H7D	10 HOURS 7 DAYS A WEEK	3,650	3,650	100%	95%
10H7D-ES	10 HOURS 7 DAYS A WEEK - EXISTING SENSOR	3,650	3,650	100%	95%
10H7D-	10 HOURS 7 DAYS A WEEK - ADD SENSOR	3,650	2,920	80%	95%

Burn Code	Area Description	Est. Average Hours BEFORE/ AFTER	Est. Average Hours WITH SENSORS	% ON AFTER SENSOR	% Contribution to demand charge
OS80	80% USAGE				
12.5H7D-OS40	12.5 HOURS 7 DAYS A WEEK - ADD SENSOR 40% USAGE	4,563	1,825	40%	95%
12H5D	12 HOURS 5 DAYS A WEEK	3,120	3,120	100%	95%
12H7D	12 HOURS 7 DAYS A WEEK	4,380	4,380	100%	95%
12H7D-ES	12 HOURS 7 DAYS A WEEK - EXISTING SENSOR	4,380	4,380	100%	95%
12H7D-OS80	12 HOURS 7 DAYS A WEEK - ADD SENSOR 80% USAGE	4,380	3,504	80%	95%
13.5H7D	13.5 HOURS 7 DAYS A WEEK	4,928	4,928	100%	95%
13H5D	13 HOURS 5 DAYS A WEEK	3,380	3,380	100%	95%
14.5H7D	14.5 HOURS 7 DAYS A WEEK	5,293	5,293	100%	95%
14H7D	14 HOURS 7 DAYS A WEEK	5,293	5,293	100%	95%
14H7D-OS70	14 HOURS 7 DAYS A WEEK - ADD SENSOR 70% USAGE	5,110	3,577	70%	95%
14H7D-OS80	14 HOURS 7 DAYS A WEEK - ADD SENSOR 80% USAGE	5,110	4,088	80%	95%
15H7D	15 HOURS 7 DAYS A WEEK	5,475	5,475	100%	95%
15H7D-OS70	15 HOURS 7 DAYS A WEEK - ADD SENSOR 70% USAGE	5,475	3,833	70%	95%
17H7D	17 HOURS 7 DAYS A WEEK	6,205	6,205	100%	95%
17H7D-OS70	17 HOURS 7 DAYS A WEEK - ADD SENSOR 70% USAGE	6,205	4,344	70%	95%
18.5H7D	18.5 HOURS 7 DAYS A WEEK	6,753	6,753	100%	95%
1H5D	1 HOUR 5 DAYS A WEEK	260	260	100%	10%
1H7D	1 HOUR 7 DAYS A WEEK	365	365	100%	10%
2.5H6D	2.5 HOURS 6 DAYS A WEEK	780	780	100%	40%
2.5H7D	2.5 HOURS 7 DAYS A WEEK	913	913	100%	40%
2.5H7D-ES	2.5 HOURS 7 DAYS A WEEK - EXISTING	913	913	100%	40%

Burn Code	Area Description	Est. Average Hours BEFORE/ AFTER	Est. Average Hours WITH SENSORS	% ON AFTER SENSOR	% Contribution to demand charge
	SENSOR				
20H7D	20 HOURS 7 DAYS A WEEK	7,300	7,300	100%	95%
20H7D-OS50	20 HOURS 7 DAYS A WEEK - ADD SENSOR 50% USAGE	7,300	3,650	50%	95%
2H4D	2 HOURS 4 DAYS A WEEK	416	416	100%	40%
2H5D	2 HOURS 5 DAYS A WEEK	520	520	100%	40%
2H5D-OS40	2 HOURS 5 DAYS A WEEK - ADD SENSOR 40% USAGE	520	208	40%	40%
2H5D-OS70	2 HOURS 5 DAYS A WEEK - ADD SENSOR 70% USAGE	520	364	70%	40%
2H6D	2 HOURS 6 DAYS A WEEK	624	624	100%	40%
2H7D	2 HOURS 7 DAYS A WEEK	730	730	100%	40%
2H7D-OS80	2 HOURS 7 DAYS A WEEK - ADD SENSOR 80% USAGE	730	584	80%	40%
3.5H6D-ES	3.5 HOURS 6 DAYS A WEEK - EXISTING SENSOR	1,092	1,092	100%	40%
3.5H7D	3.5 HOURS 7 DAYS A WEEK	1,278	1,278	100%	40%
3.5H7D-ES	3.5 HOURS 7 DAYS A WEEK - EXISTING SENSOR	1,278	1,278	100%	40%
3H4D	3 HOURS 4 DAYS A WEEK	624	624	100%	40%
3H5D	3 HOURS 5 DAYS A WEEK	780	780	100%	40%
3H5D-ES	3 HOURS 5 DAYS A WEEK - EXISTING SENSOR	780	780	100%	40%
3H5D-OS40	3 HOURS 5 DAYS A WEEK - ADD SENSOR 40% USAGE	780	312	40%	40%
3H5D-OS80	3 HOURS 5 DAYS A WEEK - ADD SENSOR 80% USAGE	780	624	80%	40%
3H6D	3 HOURS 6 DAYS A WEEK	936	936	100%	40%
3H7D	3 HOURS 7 DAYS A WEEK	1,095	1,095	100%	40%

Burn Code	Area Description	Est. Average Hours BEFORE/ AFTER	Est. Average Hours WITH SENSORS	% ON AFTER SENSOR	% Contribution to demand charge
3H7D-ES	3 HOURS 7 DAYS A WEEK - EXISTING SENSOR	1,095	1,095	100%	40%
3H7D-OS40	3 HOURS 7 DAYS A WEEK - ADD SENSOR 40% USAGE	1,095	438	40%	40%
3H7D-OS80	3 HOURS 7 DAYS A WEEK - ADD SENSOR 80% USAGE	1,095	876	80%	40%
4.5H5D-ES	4.5 HOURS 5 DAYS A WEEK - EXISTING SENSOR	1,170	1,170	100%	60%
4H5D	4 HOURS 5 DAYS A WEEK	1,040	1,040	100%	60%
4H5D/1H2D	4 HOURS 5 DAYS + 1 HOUR 2 DAYS A WEEK	1,144	1,144	100%	60%
4H5D-OS80	4 HOURS 5 DAYS A WEEK - ADD SENSOR 80% USAGE	1,040	832	80%	60%
4H6D	4 HOURS 6 DAYS A WEEK	1,248	1,248	100%	60%
4H7D	4 HOURS 7 DAYS A WEEK	1,460	1,460	100%	60%
4H7D-OS40	4 HOURS 7 DAYS A WEEK - ADD SENSOR 40% USAGE	1,460	584	40%	60%
4H7D-OS80	4 HOURS 7 DAYS - ADD SENSOR 80% USAGE	1,460	1,168	80%	60%
5.5H7D-ES	5.5 HOURS 7 DAYS - EXISTING SENSOR	2,002	2,002	100%	60%
5H5D	5 HOURS 5 DAYS A WEEK	1,300	1,300	100%	60%
6.5H6D-ES	6.5 HOURS 6 DAYS A WEEK - EXISTING SENSOR	2,028	2,028	100%	80%
6.5H7D	6.5 HOURS 7 DAYS A WEEK	2,373	2,373	100%	80%
6.5H7D-ES	6.5 HOURS 7 DAYS A WEEK- EXISTING SENSOR	2,373	2,373	100%	80%
6H4D	6 HOURS 4 DAYS A WEEK	1,248	1,248	100%	80%
6H4D-OS80	6 HOURS 4 DAYS A WEEK - ADD SENSOR 80% USAGE	1,248	998	80%	80%
6H5D	6 HOURS 5 DAYS A WEEK	1,560	1,560	100%	80%
6H5D-OS80	6 HOURS 5 DAYS A WEEK - ADD SENSOR 80% USAGE	1,560	1,248	80%	80%

Burn Code	Area Description	Est. Average Hours BEFORE/ AFTER	Est. Average Hours WITH SENSORS	% ON AFTER SENSOR	% Contribution to demand charge
6H7D	6 HOURS 7 DAYS A WEEK	2,190	2,190	100%	80%
6H7D-ES	6 HOURS 7 DAYS A WEEK - EXISTING SENSOR	2,190	2,190	100%	80%
7.5H7D-ES	7.5 HOURS 7 DAYS A WEEK - EXISTING SENSOR	2,738	2,738	100%	80%
7H5D	7 HOURS 5 DAYS A WEEK	1,820	1,820	100%	80%
7H5D-ES	7 HOURS 5 DAYS A WEEK - EXISTING SENSOR	1,820	1,820	100%	80%
7H5D-OS80	7 HOURS 5 DAYS A WEEK - ADD SENSOR 80% USAGE	1,820	1,456	80%	80%
8.5H5D	8.5 HOURS 5 DAYS A WEEK	2,210	2,210	100%	95%
8.5H5D-OS80	8.5 HOURS 5 DAYS A WEEK, ADD SENSOR 80% USAGE	2,210	1,768	80%	95%
8H5D	8 HOURS 5 DAYS A WEEK	2,080	2,080	100%	95%
8H5D-ES	8 HOURS 5 DAYS A WEEK - EXISTING SENSOR	2,080	2,080	100%	95%
8H5D-OS80	8 HOURS 5 DAYS A WEEK - ADD SENSOR 80% USAGE	2,080	1,664	80%	95%
8H6D	8 HOURS 6 DAYS A WEEK	2,496	2,496	100%	95%
8H6D-ES	8 HOURS 6 DAYS A WEEK - EXISTING SENSOR	2,496	2,496	100%	95%
8H6D-OS80	8 HOURS 6 DAYS A WEEK - ADD SENSOR 80% USAGE	2,496	1,997	80%	95%
8H7D	8 HOURS 7 DAYS A WEEK	2,920	2,920	100%	95%
8H7D-ES	8 HOURS 7 DAYS A WEEK - EXISTING SENSOR	2,920	2,920	100%	95%
8H7D-OS80	8 HOURS 7 DAYS A WEEK - ADD SENSOR 80% USAGE	2,920	2,336	80%	95%
9.5H5D	9.5 HOURS 5 DAYS A WEEK	2,470	2,470	100%	95%
9H5D	9 HOURS 5 DAYS A WEEK	2,340	2,340	100%	95%

Burn Code	Area Description	Est. Average Hours BEFORE/ AFTER	Est. Average Hours WITH SENSORS	% ON AFTER SENSOR	% Contribution to demand charge
9H5D/1H2D	9 HOURS 5 DAYS + 1 HOUR 2 DAYS A WEEK	2,444	2,444	100%	95%
9H5D-OS40	9 HOURS 5 DAYS A WEEK - ADD SENSOR 40% USAGE	2,340	936	40%	95%
9H5D-OS80	9 HOURS 5 DAYS A WEEK - ADD SENSOR 80% USAGE	2,340	1,872	80%	95%
9H6D	9 HOURS 6 DAYS A WEEK	2,808	2,808	100%	95%
9H6D-OS40	9 HOURS 6 DAYS A WEEK - ADD SENSOR 40% USAGE	2,808	1,123	40%	95%
9H7D	9 HOURS 7 DAYS A WEEK	3,285	3,285	100%	95%
V	VACANT	0	0	100%	0%
X	EXTERIOR	4,380	4,380	100%	10%
X1	ARROYO PARK BALLFIELD LIGHTING	372	372	100%	10%
X2	BUSHMASTER PARK TENNIS AND BASKETBALL HOURS	185	185	100%	10%
X3	CONTINENTAL PARK BALLFIELD LIGHTING	244	244	100%	10%
X3A	CONTINENTAL PARK SITE LIGHTING	4,419	4,419	100%	10%
X4	GUADALUPE PARK CONCESSIONS AND PRESS BOX	372	372	100%	10%
X5	JOEL MONTALVO PARK BALLFIELD LIGHTING	102	102	100%	10%
X6	CONTINENTAL PARK - FIELD 1	322	322	100%	10%
X7	CONTINENTAL PARK - FIELD 2	358	358	100%	10%
X8	CONTINENTAL PARK - FIELD 3	401	401	100%	10%
X9	CONTINENTAL PARK - FIELD 4	304	304	100%	10%
Z	24 HOURS 7 DAYS A WEEK	8,760	8,760	100%	100%

As part of the IGA, NORESKO performed a detailed lighting audit at the Premises to identify the various types of lighting fixtures. NORESKO has identified changes to lighting systems that will generate energy savings. Similar fixtures were grouped together and assigned a pre-retrofit code ("Pre Code"), as shown in Table K.2. The fixture wattages are based on published manufacturer data, which were used to model the pre-retrofit energy consumption for the lighting savings calculations. During the audit phase, fixture

wattages were measured as defined in Schedule N (Methods of Savings Measurement and Verification).

Table K.2: Pre-Retrofit Lighting Fixture Wattages

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
1DID3'T8-WALL-HARD	32	1 LAMP 3' T8 FLUORESCENT DIRECT/INDIRECT FIXTURE, WALL MOUNTED, HARD INSTALL	26
1DIDT8-WALL-HARD	6	1 LAMP T8 FLUORESCENT DIRECT/INDIRECT FIXTURE, WALL MOUNTED, HARD INSTALL	24.7
1IT8	7	1 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE	24.7
1LPCT8-16"X4'-RA	4	1 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LENS, 16"X4', RETURN AIR	24.7
1LPRT8-16"X4'-RA	669	1 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARACUBE LENS, 16"X4', RETURN AIR	24.7
1LPRT8-16"X4'-RA-27K	15	1 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LENS, 16"X4', RETURN AIR, 2700K	24.7
1LT8/D2	3	1 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, DELAMPED FROM 2	35.65
1LT8-16"X4'	11	1 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, 16"X4'	24.7
1S	1	1 LAMP T12 FLUORESCENT COMMERCIAL STRIP FIXTURE	43
1S2'T8	1	1 LAMP 2' T8 FLUORESCENT COMMERCIAL STRIP FIXTURE	18
1ST8	2	1 LAMP T8 FLUORESCENT COMMERCIAL STRIP FIXTURE	24.7
1ST8-COVE-HARD	14	1 LAMP T8 FLUORESCENT COMMERCIAL STRIP FIXTURE, COVE LIGHT, HARD INSTALL	24.7
1ST8-COVE-VHARD	16	1 LAMP T8 FLUORESCENT COMMERCIAL STRIP FIXTURE, COVE LIGHT, VERY HARD INSTALL	24.7
1UC2'T8	6	1 LAMP 2' T8 FLUORESCENT UNDER CABINET FIXTURE	18
1UC3'T8	12	1 LAMP 3' T8 FLUORESCENT UNDER CABINET FIXTURE	26
1UCF15T8	10	1 LAMP 2' T8 FLUORESCENT UNDER CABINET FIXTURE, 15 WATT LAMP	19

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
1UCT8	5	1 LAMP T8 FLUORESCENT UNDER CABINET FIXTURE	24.7
1V(V)T8	1	1 LAMP T8 FLUORESCENT VANITY FIXTURE, MISSING OR BROKEN LENS	24.7
1V2'T5	2	1 LAMP 2' T5 FLUORESCENT VANITY FIXTURE	18
1V2'T8	2	1 LAMP 2' T8 FLUORESCENT VANITY FIXTURE	18
1VT8	1	1 LAMP T8 FLUORESCENT VANITY FIXTURE	24.7
1W(W)T8	1	1 LAMP T8 FLUORESCENT WRAP FIXTURE, MISSING OR BROKEN LENS	24.7
1WT8	6	1 LAMP T8 FLUORESCENT WRAP FIXTURE	24.7
1WTT8	28	1 LAMP T8 FLUORESCENT WRAP FIXTURE, BUTTED END TO END	24.7
1X82ST8-HARD	17	1X8 2 LAMP T8 FLUORESCENT COMMERCIAL STRIP FIXTURE, HARD INSTALL	51
1X82ST8-HARD-HT	1	1X8 2 LAMP T8 FLUORESCENT COMMERCIAL STRIP FIXTURE, HARD INSTALL, HIGH INSTALL	51
1X82ST8-VHARD	5	1X8 2 LAMP T8 FLUORESCENT COMMERCIAL STRIP FIXTURE, VERY HARD INSTALL	51
1X82W(W)T8-HARD	1	1X8 2 LAMP T8 FLUORESCENT WRAP FIXTURE, MISSING OR DAMAGED LENS, HARD INSTALL	51
1X82WT8-BB-HARD	1	1X8 2 LAMP T8 FLUORESCENT WRAP STRIP FIXTURE, BATTERY BACKUP, HARD INSTALL	51
1X82WT8-HARD	35	1X8 2 LAMP T8 FLUORESCENT WRAP STRIP FIXTURE, HARD INSTALL	51
1X84DIDPT8-HARD	153	1X8 4 LAMP T8 FLUORESCENT DRECT/INDIRECT FIXTURE, PENDANT MOUNTED, HARD INSTALL	146.9
1X84DIDT8-WALL-HARD	30	1X8 4 LAMP T8 FLUORESCENT DIRECT/INDIRECT FIXTURE, WALL MOUNTED, HARD INSTALL	146.9
1X84DPT8-HARD	17	1X8 4 LAMP T8 FLUORESCENT DIRECT FIXTURE, PENDANT MOUNTED, HARD INSTALL	146.9

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
1X84IT8-BB-HARD	1	1X8 4 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, BATTERY BACKUP, HARD INSTALL	146.9
1X84IT8-HARD	8	1X8 4 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, HARD INSTALL	146.9
1X84ST8-HARD	41	1X8 4 LAMP T8 FLUORESCENT COMMERCIAL STRIP FIXTURE, HARD INSTALL	146.9
1X84ST8-HARD-HT	87	1X8 4 LAMP T8 FLUORESCENT STRIP FIXTURE, HARD INSTALL, HIGH INSTALL	146.9
1X84WPRT8-LP-HARD-HT	100	1X8 4 LAMP T8 FLUORESCENT REFLECTORIZED WRAP FIXTURE, LOW POWER BALLAST, HARD INSTALL, HIGH INSTALL	98
1X84WRT8-DIM-HARD	4	1X8 4 LAMP T8 FLUORESCENT REFLECTORIZED WRAP FIXTURE, DIMMABLE, HARD INSTALL	146.9
1X84WT8-HARD	42	1X8 4 LAMP T8 FLUORESCENT WRAP FIXTURE, HARD INSTALL	146.9
1X84WWP-HARDPIPED-HARD	42	1X8 4 LAMP T12 FLUORESCENT VAPOR TIGHT FIXTURE, HARD PIPED, HARD INSTALL	142.8
1X84WWPT8-HARD	15	1X8 4 LAMP T8 FLUORESCENT VAPOR TIGHT FIXTURE, HARD INSTALL	146.9
1X84WWPT8-HARD-HT	8	1X8 4 LAMP T8 FLUORESCENT VAPOR TIGHT FIXTURE, HARD INSTALL, HIGH INSTALL	146.9
1X88DIDPT8-HARD	30	1X8 8 LAMP T8 FLUORESCENT DIRECT/INDIRECT PENDANT MOUNTED FIXTURE, HARD INSTALL	293.8
2B(B)T8-1X4-DROP	1	2 LAMP T8 FLUORESCENT 1X4 BOX FIXTURE, DROP LENS, BROKEN LENS	51
2BR2'T8	45	2 LAMP T8 FLUORESCENT 2X2 REFLECTORIZED BOX FIXTURE	33
2BRT8-1X4	4	2 LAMP T8 FLUORESCENT 2X4 REFLECTORIZED BOX FIXTURE	51
2BRT8-LP	21	2 LAMP T8 FLUORESCENT 2X4 REFLECTORIZED BOX FIXTURE, LOW POWER BALLAST	51
2BRT8-WOOD	12	2 LAMP T8 FLUORESCENT 2X4 REFLECTORIZED BOX FIXTURE, WOOD TONE	51

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
2BT8	11	2 LAMP T8 FLUORESCENT 2X4 BOX FIXTURE	51
2BT8-1X4	22	2 LAMP T8 FLUORESCENT 1X4 BOX FIXTURE	51
2BT8-1X4-BB	3	2 LAMP T8 FLUORESCENT 1X4 BOX FIXTURE, BATTERY BACKUP	51
2BT8-1X4-DROP	7	2 LAMP T8 FLUORESCENT 1X4 BOX FIXTURE, DROP LENS	51
2BT8-1X4-HARDPIPED	13	2 LAMP T8 FLUORESCENT 1X4 BOX FIXTURE, HARD PIPED	51
2BT8-WALL	7	2 LAMP T8 FLUORESCENT 2X4 BOX FIXTURE, WALL MOUNTED	51
2D3'T8	4	2 LAMP 3' T8 FLUORESCENT DIRECT BOX FIXTURE, PENDANT MOUNTED	46
2D3'T8-BB	2	2 LAMP 3' T8 FLUORESCENT DIRECT BOX FIXTURE, PENDANT MOUNTED, BATTERY BACKUP	46
2DIDPT8-HARD	3	2 LAMP T8 FLUORESCENT DIRECT/INDIRECT FIXTURE, PENDANT MOUNTED, HARD INSTALL	51
2DIDT5HO-WALL-HARD	12	2 LAMP T5 HIGH OUTPUT FLUORESCENT DIRECT/INDIRECT FIXTURE, WALL MOUNTED, HARD INSTALL	117
2DIDT8-WALL-BB-HARD	2	2 LAMP T8 FLUORESCENT DIRECT/INDIRECT FIXTURE, WALL MOUNTED, BATTERY BACKUP, HARD INSTALL	51
2DIDT8-WALL-HARD	32	2 LAMP T8 FLUORESCENT DIRECT/INDIRECT FIXTURE, WALL MOUNTED, HARD INSTALL	51
2DPT8-BB	2	2 LAMP T8 FLUORESCENT DIRECT BOX FIXTURE, PENDANT MOUNTED, BATTERY BACKUP	51
2DT8	1	2 LAMP T8 FLUORESCENT DIRECT BOX FIXTURE	51
2I-RECESSED	12	2 LAMP T12 FLUORESCENT INDUSTRIAL STRIP FIXTURE, RECESSED	96.7
2IRT8-LP	2	2 LAMP T8 FLUORESCENT REFLECTORIZED INDUSTRIAL FIXTURE	51
2IRT8-LP-HARD-VHT	30	2 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, HARD INSTALL, VERY HIGH INSTALL	51
2IT8	127	2 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE	51

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
2IT8-BB	5	2 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, BATTERY BACKUP	51
2IT8-HARD	8	2 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, HARD INSTALL	51
2IT8-HARDPIPED	8	2 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, HARDPIPED	51
2IT8-HT	8	2 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, HIGH INSTALL	51
2IT8-TG	5	2 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, TUBE GUARDS	51
2IT8-TURRET	153	2 LAMP T8 FLUORESCENT INDUSTRIAL TURRET FIXTURE	51
2IT8-TURRET-BB	1	2 LAMP T8 FLUORESCENT INDUSTRIAL TURRET FIXTURE, BATTERY BACKUP	51
2IT8-TURRET-HARD	4	2 LAMP T8 FLUORESCENT INDUSTRIAL TURRET FIXTURE, HARD INSTALL	51
2IT8-TURRET-HARDPIPED	11	2 LAMP T8 FLUORESCENT INDUSTRIAL TURRET FIXTURE	51
2IT8-TURRET-HARDPIPED-VHARD	1	2 LAMP T8 FLUORESCENT INDUSTRIAL TURRET FIXTURE, HARDPIPED, VERY HARD INSTALL	51
2IT8-TURRET-VHARD	13	2 LAMP T8 FLUORESCENT INDUSTRIAL TURRET FIXTURE, VERY HARD INSTALL	51
2IT8-VHARD	2	2 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, VERY HARD INSTALL	51
2I-TURRET	62	2 LAMP T12 FLUORESCENT INDUSTRIAL TURRET FIXTURE	96.7
2L(L)	2	2 LAMP T12 FLUORESCENT LAY-IN (RECESSED) FIXTURE, BROKEN OR DAMAGED LENS	96.7
2L(L)RT8-LP	5	2 LAMP T8 FLUORESCENT REFLECTORIZED LAY-IN (RECESSED) FIXTURE, LOW POWER BALLAST, MISSING OR DAMAGED LENS	51
2L(L)T8-1X4	3	2 LAMP T8 FLUORESCENT 1X4 LAY-IN (RECESSED) FIXTURE, MISSING OR DAMAGED LENS	51
2LPRT8	43	2 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER	51
2LPRT8/D3	16	2 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER, DELAMPED FROM 3	66.7

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
2LPRT8-16"X4'	8	2 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, 16"X4'	51
2LPRT8-1X4	1	2 LAMP T8 FLUORESCENT 1X4 LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER	51
2LPRT8-1X4-BB	1	2 LAMP T8 FLUORESCENT 1X4 LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER, BATTERY BACKUP	51
2LPRT8-BB	26	2 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER, BATTERY BACKUP	51
2LR(L)T8-LP-HT	2	2 LAMP T8 FLUORESCENT REFLECTORIZED LAY-IN (RECESSED) FIXTURE, MISSING OR DAMAGED LENS, HIGH INSTALL, LOW POWER BALLAST	51
2LR2'PC-15W	2	2 LAMP 2' T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER, REFLECTORIZED, 15 WATT LAMPS	31
2LR2'T8	12	2 LAMP 2' T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, REFLECTORIZED	33
2LR2'T8-HT	1	2 LAMP 2' T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, REFLECTORIZED, HIGH INSTALL	33
2LR2'T8-WOOD	12	2 LAMP 2' T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, REFLECTORIZED, WOODEN HOUSING	33
2LRPCT8-LP	31	2 LAMP T8 FLUORESCENT REFLECTORIZED LAY-IN (RECESSED) FIXTURE, PARACUBE LENS, LOW POWER BALLAST	51
2LRPRT8-LP	146	2 LAMP T8 FLUORESCENT REFLECTORIZED LAY-IN (RECESSED) FIXTURE, PARABOLIC LENS, LOW POWER BALLAST	51
2LRPRT8-LP-DIM	4	2 LAMP T8 FLUORESCENT REFLECTORIZED LAY-IN (RECESSED) FIXTURE, PARABOLIC LENS, DIMMING BALLAST	51
2LRT8-LP	163	2 LAMP T8 FLUORESCENT REFLECTORIZED LAY-IN (RECESSED) FIXTURE, LOW POWER BALLAST	51
2LRT8-LP-1X4	16	2 LAMP T8 FLUORESCENT REFLECTORIZED 1X4 LAY-IN (RECESSED) FIXTURE, LOW POWER BALLAST	51

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
2LRT8-LP-HARD-HT	1	2 LAMP T8 FLUORESCENT REFLECTORIZED LAY-IN (RECESSED) FIXTURE, LOW POWER BALLAST, HARD INSTALL, HIGH INSTALL	51
2LRT8-LP-HT	30	2 LAMP T8 FLUORESCENT REFLECTORIZED LAY-IN (RECESSED) FIXTURE, LOW POWER BALLAST, HIGH INSTALL	51
2LT8	38	2 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE	51
2LT8-16"X4-RA	47	2 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, 16"X4', RETURN AIR	51
2LT8-1X4	18	2 LAMP T8 FLUORESCENT 1X4 LAY-IN (RECESSED) FIXTURE	51
2LT8-BB	2	2 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, BATTERY BACKUP	51
2LT8-VNDL-HARD	6	2 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, VANDAL PROOF, HARD INSTALL	51
2LU(LU)T8	2	2 LAMP U-SHAPED T8 FLUORESCENT 2X2 LAY-IN (RECESSED) FIXTURE, MISSING OR DAMAGED LENS	59
2LVOL2'T8	4	2 LAMP T8 FLUORESCENT 2X2 VOLUMETRIC LAY-IN (RECESSED) FIXTURE	33
2LVOL2'T8-BB	10	2 LAMP T8 FLUORESCENT 2X2 VOLUMETRIC LAY-IN (RECESSED) FIXTURE, BATTERY BACKUP	33
2LVOLT8	6	2 LAMP T8 FLUORESCENT VOLUMETRIC LAY-IN (RECESSED) FIXTURE	51
2LVOLT8-BB	4	2 LAMP T8 FLUORESCENT VOLUMETRIC LAY-IN (RECESSED) FIXTURE, BATTERY BACKUP	51
2S	15	2 LAMP T12 FLUORESCENT COMMERCIAL STRIP FIXTURE	96.7
2S2'T8	1	2 LAMP 2' T8 FLUORESCENT COMMERCIAL STRIP FIXTURE	33
2S2'T8-COVE-HARD	2	2 LAMP 2' T8 FLUORESCENT COMMERCIAL STRIP FIXTURE, COVE LIGHT, HARD INSTALL	33
2S3'	2	2 LAMP 3' T12 FLUORESCENT COMMERCIAL STRIP FIXTURE	75

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
2S-40W-HARDPIPED	8	2 LAMP T12 FLUORESCENT COMMERCIAL STRIP FIXTURE, HARD PIPED, 40 WATT LAMPS	96.7
2S6'F72	2	2 LAMP 6' T12 FLUORESCENT COMMERCIAL STRIP FIXTURE	122
2S-HARDPIPED	2	2 LAMP T12 FLUORESCENT COMMERCIAL STRIP FIXTURE, HARD PIPED	96.7
2SLI4'	3	2 LAMP 4' SLIMLINE T12 FLUORESCENT INDUSTRIAL FIXTURE	96.7
2SLS	41	2 LAMP 8' SLIMLINE T12 FLUORESCENT COMMERCIAL STRIP FIXTURE	123
2SLS4'	2	2 LAMP 4' SLIMLINE T12 FLUORESCENT COMMERCIAL STRIP FIXTURE	96.7
2SLS-60W	1	2 LAMP 8' SLIMLINE T12 FLUORESCENT COMMERCIAL STRIP FIXTURE, 60 WATT LAMPS	123
2SLST8	4	2 LAMP 8' SLIMLINE T8 FLUORESCENT COMMERCIAL STRIP FIXTURE	110
2ST8	82	2 LAMP T8 FLUORESCENT COMMERCIAL STRIP FIXTURE	51
2ST8-COVE-HARD	20	2 LAMP T8 FLUORESCENT COMMERCIAL STRIP, COVE FIXTURE, HARD INSTALL	51
2ST8-COVE-VHARD	78	2 LAMP T8 FLUORESCENT COMMERCIAL STRIP, COVE FIXTURE, VERY HARD INSTALL	51
2ST8-HARD	36	2 LAMP T8 FLUORESCENT COMMERCIAL STRIP FIXTURE, HARD INSTALL	51
2ST8-HOOD-HARD	6	2 LAMP T8 FLUORESCENT COMMERCIAL STRIP, HOOD FIXTURE, HARD INSTALL	51
2UC2'T8	9	2 LAMP 2' T8 FLUORESCENT UNDER CABINET FIXTURE	33
2UC3'T8	1	2 LAMP 3' T8 FLUORESCENT UNDER CABINET FIXTURE	46
2UCT8	4	2 LAMP T8 FLUORESCENT UNDER CABINET FIXTURE	51
2V(V)T8	1	2 LAMP T8 FLUORESCENT VANITY FIXTURE, MISSING OR DAMAGED LENS	51
2V2'T8	36	2 LAMP 2' T8 FLUORESCENT VANITY FIXTURE	33

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
2V2'T8-15W	6	2 LAMP 2' T8 FLUORESCENT VANITY FIXTURE, 15 WATT LAMPS	31
2V2'T8-CLOUD	10	2 LAMP 2' T8 FLUORESCENT VANITY FIXTURE, CLOUD STYLE	33
2V3'T8-CLOUD-WALL	1	2 LAMP 3' T8 FLUORESCENT VANITY FIXTURE, CLOUD STYLE, WALL MOUNT	46
2VT5HO	1	2 LAMP T5 HIGH OUTPUT FLUORESCENT VANITY FIXTURE	117
2VT8	25	2 LAMP T8 FLUORESCENT VANITY FIXTURE	51
2W	2	2 LAMP T12 FLUORESCENT WRAP FIXTURE	96.7
2W(W)T8	20	2 LAMP T8 FLUORESCENT WRAP FIXTURE, NEED LENS	51
2W2'T8	6	2 LAMP 2' T8 FLUORESCENT WRAP FIXTURE	33
2W3'T8-DEC	2	2 LAMP 3' T8 FLUORESCENT DECORATIVE WRAP FIXTURE	46
2WAT8-TURRET	17	2 LAMP T8 FLUORESCENT WALL ANGLE TURRET FIXTURE	51
2WDIDT8-WALL-HARD	8	2 LAMP T8 FLUORESCENT DIRECT/INDIRECT WRAP FIXTURE, WALL MOUNTED, HARD INSTALL	51
2WRT8	3	2 LAMP T8 FLUORESCENT REFLECTORIZED WRAP FIXTURE	51
2WRT8-HARD	21	2 LAMP T8 FLUORESCENT REFLECTORIZED WRAP FIXTURE, HARD INSTALL	51
2WT8	258	2 LAMP T8 FLUORESCENT WRAP FIXTURE	51
2WT8/N	2	2 LAMP T8 FLUORESCENT WRAP FIXTURE, NEEDS TO BE REPLACED	51
2WT8-BB	5	2 LAMP T8 FLUORESCENT WRAP FIXTURE, BATTERY BACKUP	51
2WT8-BB-HARD	1	2 LAMP T8 FLUORESCENT WRAP FIXTURE, BATTERY BACKUP, HARD INSTALL	51
2WT8-CLOUD	2	2 LAMP T8 FLUORESCENT WRAP FIXTURE, CLOUD STYLE	51
2WT8-DEC	4	2 LAMP T8 FLUORESCENT DECORATIVE WRAP FIXTURE	51
2WT8-HT	5	2 LAMP T8 FLUORESCENT WRAP FIXTURE, HIGH INSTALL	51
2WT8-LP	1	2 LAMP T8 FLUORESCENT REFLECTORIZED WRAP FIXTURE, LOW POWER BALLAST	51

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
2WT8-VHARD-HT	1	2 LAMP T8 FLUORESCENT WRAP FIXTURE, VERY HARD INSTALL, HIGH INSTALL	51
2WT8-WALL	3	2 LAMP T8 FLUORESCENT WRAP FIXTURE, WALL MOUNTED	51
2WT8-WOOD	1	2 LAMP T8 FLUORESCENT WRAP FIXTURE, WOOD HOUSING	51
2WTT8-WALL	2	2 LAMP T8 FLUORESCENT WRAP FIXTURE, WALL MOUNTED, BUTTED END TO END	51
2WW(WW)RT8-LP	2	2 LAMP T8 FLUORESCENT REFLECTORIZED WRAP FIXTURE, MISSING OR DAMAGED LENS, LOW POWER BALLAST	51
2WW(WW)T8	1	2 LAMP T8 FLUORESCENT WIDE WRAP FIXTURE, MISSING OR DAMAGED LENS	51
2WWP	36	2 LAMP T12 FLUORESCENT VAPOR TIGHT FIXTURE	96.7
2WWP(WWP)T8	1	2 LAMP T8 FLUORESCENT VAPORTIGHT FIXTURE, MISSING OR DAMAGED LENS	51
2WWPT8	108	2 LAMP T8 FLUORESCENT VAPORTIGHT FIXTURE	51
2WWPT8-BB	3	2 LAMP T8 FLUORESCENT VAPORTIGHT FIXTURE, BATTERY BACKUP	51
2WWPT8-HARDPIPED	19	2 LAMP T8 FLUORESCENT VAPORTIGHT FIXTURE, HARD PIPED	51
2WWRT8-LP	66	2 LAMP T8 FLUORESCENT REFLECTORIZED WIDE WRAP FIXTURE, LOW POWER BALLAST	51
2WWRT8-LP-HT	3	2 LAMP T8 FLUORESCENT REFLECTORIZED WIDE WRAP FIXTURE, LOW POWER BALLAST, HIGH INSTALL	51
2WWRT8-LP-VHT	4	2 LAMP T8 FLUORESCENT REFLECTORIZED WIDE WRAP FIXTURE, LOW POWER BALLAST, VERY HIGH INSTALL	51
2WWT8	26	2 LAMP T8 FLUORESCENT WIDE WRAP FIXTURE	51
2WWT8/D4	2	2 LAMP T8 FLUORESCENT WIDE WRAP FIXTURE, DELAMPED FROM 4 LAMPS	75.4
2WWT8-COVE-HARD-HT	3	2 LAMP T8 FLUORESCENT WIDE WRAP FIXTURE, COVE FIXTURE, HARD INSTALL, HIGH INSTALL	51

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
3BPRT8	4	3 LAMP T8 FLUORESCENT BOX FIXTURE, PARABOLIC LOUVER	87.6
3IT8	15	3 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE	87.6
3IT8-BB	8	3 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, BATTERY BACKUP	87.6
3IT8-VHT	49	3 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE, VERY HIGH INSTALL	87.6
3LDST8	13	3 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, DUAL LEVEL	75.7
3LPRDST8	50	3 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER, DUAL LEVEL	75.7
3LPRDST8-BB	1	3 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER, DUAL LEVEL, BATTERY BACKUP	75.7
3LPRT8	17	3 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER	87.6
3LPRT8-5K	2	3 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER, 5000K LAMPS	87.6
3LT8	87	3 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE	87.6
3LT8-BB	46	3 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, BATTERY BACKUP	87.6
3LVOLT8	10	3 LAMP T8 FLUORESCENT VOLUMETRIC LAY-IN (RECESSED) FIXTURE	87.6
3WWPT8-HT	4	3 LAMP T8 FLUORESCENT VAPOR TIGHT FIXTURE, HIGH INSTALL	87.6
4BT8	11	4 LAMP T8 FLUORESCENT BOX FIXTURE	146.9
4DIDPT8-HARD	9	4 LAMP T8 FLUORESCENT DIRECT/INDIRECT FIXTURE, HARD INSTALL	146.9
4DIDT8-WALL-HARD	6	4 LAMP T8 FLUORESCENT DIRECT/INDIRECT FIXTURE, WALL MOUNTED, HARD INSTALL	146.9
4I	3	4 LAMP T12 FLUORESCENT INDUSTRIAL FIXTURE	142.8
4IT8	43	4 LAMP T8 FLUORESCENT INDUSTRIAL FIXTURE	146.9

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
4L	12	4 LAMP T12 FLUORESCENT LAY-IN (RECESSED) FIXTURE	142.8
4L(L)-HARD	1	4 LAMP T12 FLUORESCENT LAY-IN (RECESSED) FIXTURE, NEED LENS, HARD INSTALL	142.8
4LDST8	38	4 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, DUAL LEVEL	102
4LDST8-BB	6	4 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, DUAL LEVEL, BATTERY BACKUP	102
4LPRT8	16	4 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER	146.9
4LT5HOWA-HARD-VHT	1	4 LAMP T5 FLUORESCENT HIGH OUTPUT WALL ANGLE FIXTURE, VERY HIGH INSTALL	230
4LT5HOWA-VHT	7	4 LAMP T5 FLUORESCENT HIGH OUTPUT WALL ANGLE FIXTURE, VERY HIGH INSTALL	230
4LT8	28	4 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE	146.9
4LT8-16"-4'	5	4 LAMP T8 FLUORESCENT LAY-IN (RECESSED) FIXTURE, 16"X4'	146.9
4LT8HB	8	4 LAMP T8 FLUORESCENT HIGH BAY FIXTURE	146.9
4W	1	4 LAMP T12 FLUORESCENT WRAP FIXTURE	142.8
4WT8	2	4 LAMP T8 FLUORESCENT WRAP FIXTURE	146.9
4WWPT8-VVHARD	19	4 LAMP T8 FLUORESCENT VAPOR TIGHT FIXTURE, VERY VERY HARD INSTALL	146.9
5LT5HOWWPHB	4	5 LAMP T5 FLUORESCENT HIGH OUTPUT VAPOR TIGHT HIGH BAY FIXTURE	298
6BT8	3	6 LAMP 4X4 T8 FLUORESCENT BOX FIXTURE	168.3
6LT5HOHB-HARD	84	6 LAMP T5 FLUORESCENT HIGH OUTPUT HIGH BAY FIXTURE, HARD INSTALL	362
6LT8HB	120	6 LAMP 4X4 T8 FLUORESCENT HIGH BAY FIXTURE	168.3
6LT8HB-HARD	9	6 LAMP 4X4 T8 FLUORESCENT HIGH BAY FIXTURE, HARD INSTALL	168.3
6LT8HB-VHARD	17	6 LAMP 4X4 T8 FLUORESCENT HIGH BAY FIXTURE, VERY HARD	168.3

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
		INSTALL	
6LT8HB-VHARD-VHT	8	6 LAMP 4X4 T8 FLUORESCENT HIGH BAY FIXTURE, VERY HARD INSTALL, VERY HIGH INSTALL	168.3
CF 13A	5	13 WATT COMPACT FLUORESCENT SCREW-IN LAMP	13
CF 13A19-DIM	11	13 WATT COMPACT FLUORESCENT SCREW-IN LAMP, DIMMABLE	13
CF 13C6"	18	13 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA	13
CF 13C6"-2P-VERT	3	13 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE. 6" DIA, 2 PIN, VERTICAL LAMPS	13
CF 13CL6"	2	13 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE WITH LENS, 6" DIA	13
CF 13CL6"-2P-VERT	3	13 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE WITH LENS, 6" DIA, 2 PIN, VERTICAL LAMPS	13
CF 13IDFL-WHT	3	13 WATT COMPACT FLUORESCENT INDIRECT FLOOD FIXTURE, WHITE COLOR	13
CF 13JJ	3	13 WATT COMPACT FLUORESCENT JELLY JAR	13
CF 13JJ-2P	1	13 WATT COMPACT FLUORESCENT JELLY JAR, 2 PIN	13
CF 13JJ-BLUE	3	13 WATT COMPACT FLUORESCENT JELLY JAR, BLUE COLOR LAMP	13
CF 13JJ-RED	2	13 WATT COMPACT FLUORESCENT JELLY JAR, RED COLOR LAMP	13
CF 13NL-2P	14	13 WATT COMPACT FLUORESCENT NIGH LIGHT FIXTURE, 2 PIN	13
CF 13TRACK	3	13 WATT COMPACT FLUORESCENT TRACK FIXTURE	13
CF 13WPK	1	13 WATT COMPACT FLUORESCENT WALL PACK	13
CF 15A	8	15 WATT COMPACT FLUORESCENT SCREW-IN LAMP	15
CF 15A19C6"	1	15 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, BR 30 LAMP	15
CF 15BR30DEC	4	15 WATT COMPACT FLUORESCENTDECORATIVE FIXTURE, BR	15

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
		30 LAMP	
CF 15C10"	2	15 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 10" DIA	15
CF 15JJ	4	15 WATT COMPACT FLUORESCENT JELLY JAR FIXTURE, 6" DIA	15
CF 15TRACK	4	15 WATT COMPACT FLUORESCENT TRACK FIXTURE	15
CF 20BR40C10"	5	20 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 10" DIA, BR 40 LAMP	20
CF 2-13C6"-2P-VERT	3	(2) 13 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, 2 PIN, VERTICAL LAMPS	26
CF 2-13C6"-4P	12	(2) 13 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, 4 ;PIN	26
CF 2-13D(D)"-2P	2	(2) 13 WATT COMPACT FLUORESCENT DRUM FIXTURE, 2 PIN, MISSING OR DAMAGED LENS	26
CF 2-13D14"-2P	1	(2) 13 WATT COMPACT FLUORESCENT DRUM FIXTURE, 2 PIN, 14" DIA	26
CF 2-13DECD	8	(2) 13 WATT COMPACT FLUORESCENT DECORATIVE DRUM FIXTURE	26
CF 2-13L10"	6	(2) 13 WATT COMPACT FLUORESCENT RECESSED SQUARE FIXTURE, 10"	26
CF 2-13NL-2P	14	(2) 13 WATT COMPACT FLUORESCENT NIGH LIGHT FIXTURE, 2 PIN	26
CF 2-13WS-4P	4	(2) 13 WATT COMPACT FLUORESCENT WALL SCONCE FIXTURE, 4 PIN	26
CF 2-26C"-4P	19	(2) 26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 4 PIN	52.9
CF 2-26C10"-4P-BB	3	(2) 26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 10" DIA, 4 PIN, BATTERY BACKUP	52.9
CF 2-26C6"-4P	57	(2) 26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, 4 PIN	52.9

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
CF 2-26C6"-BB	7	(2) 26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, BATTERY BACKUP	52.9
CF 2-26C6"-BB-VHARD	2	(2) 26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, VERY HARD INSTALL	52.9
CF 2-26C8"-4P	75	(2) 26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 8" DIA, 4 PIN	52.9
CF 2-26C8"-4P-BB	2	(2) 26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 8" DIA, 4 PIN, BATTERY BACKUP	52.9
CF 2-26CL6"-4P	19	(2) 26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE WITH LENS, 6" DIA, 4 PIN	52.9
CF 2-26CL8"	3	(2) 26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 8" DIA, 4 PIN	52.9
CF 2-26D12"-2P	1	(2) 26 WATT COMPACT FLUORESCENT DRUM FIXTURE, 12" DIA, 2 PIN	52.9
CF 2-26D14"	6	(2) 26 WATT COMPACT FLUORESCENT DRUM FIXTURE, 14" DIA	52.9
CF 2-26D14"-4P	7	(2) 26 WATT COMPACT FLUORESCENT DRUM FIXTURE, 14" DIA, 4 PIN	52.9
CF 2-26DEC	2	(2) 26 WATT COMPACT FLUORESCENT DECORATIVE FIXTURE	52.9
CF 2-26DECD-4P	11	(2) 26 WATT COMPACT FLUORESCENT DECORATIVE FIXTURE, 4 PIN	52.9
CF 2-26DECWS-4P	3	(2) 26 WATT COMPACT FLUORESCENT DECORATIVE WALL SCONCE FIXTURE, 4 PIN	52.9
CF 2-26L10"-4P	1	(2) 26 WATT COMPACT FLUORESCENT RECESSED SQUARE FIXTURE, 10", 4 PIN	52.9
CF 2-26NL-4P	1	(2) 26 WATT COMPACT FLUORESCENT RECESSED NIGH LIGHT FIXTURE, 4 PIN	52.9
CF 2-26WPK-4P	1	(2) 26 WATT COMPACT FLUORESCENT WALL PACK FIXTURE, 4 PIN	52.9

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
CF 2-26WPK-4P-PC	10	(2) 26 WATT COMPACT FLUORESCENT WALL PACK FIXTURE, 4 PIN, PHOTOCELL	52.9
CF 2-26WPK-DS	6	(2) 26 WATT COMPACT FLUORESCENT WALL PACK FIXTURE, CUTOFF TYPE	52.9
CF 2-26WPK-DS-BB	8	(2) 26 WATT COMPACT FLUORESCENT WALL PACK FIXTURE, CUTOFF TYPE, BATTERY BACKUP	52.9
CF 2-26WPK-SHROUD	2	(2) 26 WATT COMPACT FLUORESCENT WALL PACK FIXTURE, SHROUDED	52.9
CF 23A	12	23 WATT COMPACT FLUORESCENT SCREW-IN LAMP	23
CF 23C4"	15	23 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 4" DIA	23
CF 23C6"-4P	3	23 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, 4 PIN	23
CF 23CL6"	3	23 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA	23
CF 23JJ-CEIL	1	23 WATT COMPACT FLUORESCENT SCREW-IN LAMP, JELLY JAR, CEILING MOUNTED	23
CF 23TRACK	10	23 WATT COMPACT FLUORESCENT TRACK FIXTURE	23
CF 2-42WPK	1	(2) 42 WATT COMPACT FLUORESCENT SILVER WALL PACK FIXTURE	84
CF 2-42WPK-DS-BB-PC	14	(2) 42 WATT COMPACT FLUORESCENT WALL PACK FIXTURE, DARK SKY, BATTERY BACKUP, PHOTOCELL	84
CF 26A	3	26 WATT COMPACT FLUORESCENT SCREW-IN LAMP	26
CF 26A19TRACK	10	26 WATT COMPACT FLUORESCENT TRACK FIXTURE, A19	26
CF 26C6"-4P	10	26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, 4 PIN	26
CF 26C6"-4P-BB	4	26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, 4 PIN, BATTERY BACKUP	26

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
CF 26C6"-4P-VERT	32	26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, 4 PIN, VERTICAL	26
CF 26C6"-4P-VERT-HT	15	26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, 4 PIN, VERTICAL, HIGH INSTALL	26
CF 26C7"-4P	3	26 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 7" DIA, 4 PIN	26
CF 26DECCYL-WALL	5	26 WATT COMPACT FLUORESCENT DECORATIVE CYLINDER FIXTURE, WALL MOUNTED	26
CF 26DECCYL-WALL-4P	2	26 WATT COMPACT FLUORESCENT DECORATIVE CYLINDER FIXTURE, WALL MOUNTED, 4 PIN	26
CF 26DECP	4	26 WATT COMPACT FLUORESCENT DECORATIVE FIXTURE, PENDANT MOUNTED	26
CF 26L(L)8"-A19	1	26 WATT COMPACT FLUORESCENT RECESSED SQUARE FIXTURE, 8", A19, NEEDS LENS	26
CF 26L8"-A19	3	26 WATT COMPACT FLUORESCENT RECESSED SQUARE FIXTURE, 8", A19	26
CF 26NL	8	26 WATT COMPACT FLUORESCENT NIGH LIGHT FIXTURE	26
CF 26WPK	1	26 WATT COMPACT FLUORESCENT WALL PACK FIXTURE	26
CF 26WPK-4P	1	26 WATT COMPACT FLUORESCENT WALL PACK FIXTURE, 4 PIN	26
CF 28DECGOOSE-277V	8	28 WATT COMPACT FLUORESCENT DECORATIVE GOOSE NECK FIXTURE, 277 VOLT	28
CF 3-13V	2	(3) 13 LAMP COMPACT FLUORESCENT VANITY FIXTURE	39
CF 3-15BR30DECP	1	(3) 15 WATT COMPACT FLUORESCENT DECORATIVE FIXTURE, PENDANT MOUNTED, BR30 LAMPS	45
CF 32A	2	32 WATT COMPACT FLUORESCENT SCREW IN LAMP	32
CF 32H	3	32 WATT COMPACT FLUORESCENT INDUSTRIAL POKER FIXTURE	32
CF 32WPK-DS	1	32 WATT COMPACT FLUORESCENT WALL PACK FIXTURE, CUT	32

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
		OFF TYPE	
CF 32WS-4P	8	32 WATT COMPACT FLUORESCENT WALL SCONCE FIXTURE, 4 PIN	32
CF 32WS-4P-HARD	1	32 WATT COMPACT FLUORESCENT WALL SCONCE FIXTURE	32
CF 40BIAXCOVE-HARD	32	40 WATT COMPACT FLUORSCENT BIAX COVE FIXTURE, HARD INSTALL	43
CF 4-13CFAN	2	(4) 13 WATT COMPACT FLUORESCENT CEILING FAN	52
CF 4-13V	3	(4) 13 WATT COMPACT FLUORESCENT VANITY FIXTURE	52
CF 4-23EXFAN	1	(4) 23 WATT COMPACT FLUORESCENT EXHAUST FAN FIXTURE	92
CF 42A	6	42 WATT COMPACT FLUORESCENT LAMP	42
CF 42C6"-VERT-4P	53	42 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, VERTIAL, 4 PIN	42
CF 42C6"-VERT-4P-BB	16	42 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE, 6" DIA, VERTIAL, 4 PIN, BATTERY BACKUP	42
CF 42CL6"-4P	4	42 WATT COMPACT FLUORESCENT RECESSED DOWNLIGHT FIXTURE WITH LENS, 6" DIA, 4 PIN	42
CF 42CYLP-WHT-HARD-HT	21	42 WATT COMPACT FLUORESCENT WHITE CYLINDER FIXTURE, PENDANT MOUNTED, HARD INSTALL, HIGH INSTALL	42
CF 42CYLP-WHT-VERT-VHARD	43	42 WATT COMPACT FLUORESCENT WHITE CYLINDER FIXTURE, PENDANT MOUNTED, VERTICAL LAMPS, VERY HARD INSTALL	42
CF 4-40BIAXDECDP	1	(4) 40 WATT COMPACT FLUORESCENT DECORATIVE DRUM FIXTURE, PENDANT MOUNTED	144
CF 4-42DECP-4P-HARD	4	(4) 42 WATT COMPACT FLUORESCENT DECORATIVE FIXTURE, 4 PIN, HARD INSTALL	168
CF 55WPK	2	55 WATT COMPACT FLUORESCENT WALL PACK FIXTURE	55
CF 8-32CFLHB-BB	20	(8) 32 WATT COMPACT FLUORESCENT HIGH BAY FIXTURE, BATTERY BACKUP	256

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
CF 8-40BIAXDECDP+22CIRCD	2	(8) 40 WATT COMPACT FLUORESCENT DECORATIVE DRUM FIXTURE WITH 22 WATT CIRCLINE LAMP, PENDANT MOUNTED	308
CF 8-40BIAXDECDP+22CIRCD-BB	2	(8) 40 WATT COMPACT FLUORESCENT DECORATIVE DRUM FIXTURE WITH 22 WATT CIRCLINE LAMP, PENDANT MOUNTED, BATTERY BACKUP	308
CIRCD-HARD	1	FLUORESCENT CIRCLINE DRUM FIXTURE, HARD INSTALL	20
FLATPANEL	85	LED FLAT PANEL	30
FLATPANEL-BB	5	LED FLAT PANEL, BATTERY BACKUP	30
FLATPANEL-DIM	1	LED FLAT PANEL, DIMMABLE	30
HPS 100CYL-WALL	7	100 WATT HIGH PRESSURE SODIUM CYLINDER FIXTURE, WALL MOUNTED	138
HPS 100WPK	1	100 WATT HIGH PRESSURE SODIUM WALL PACK	138
HPS 100WPK-SHROUD	1	100 WATT HIGH PRESSURE SODIUM WALL PACK WITH SHROUD	138
HPS 150EXP	2	150 WATT HIGH PRESSURE SODIUM EXPLOSION PROOF FIXTURE	188
HPS 150EXP-VHARD	1	150 WATT HIGH PRESSURE SODIUM EXPLOSION PROOF FIXTURE, VERY HARD INSTALL	188
HPS 250COBRASB	3	250 WATT HIGH PRESSURE SODIUM COBRAHEAD SHOE BOX	295
HPS 2-50DECPT-GRN	10	(2) 50 WATT HIGH PRESSURE SODIUM POST TOP, GREEN	132
HPS 50BOLLARD	5	50 WATT HIGH PRESSURE SODIUM BOLLARD FIXTURE	66
HPS 50DECPT-GRN	10	50 WATT HIGH PRESSURE SODIUM DECORATIVE POST TOP FIXTURE, GREEN COLOR	66
HPS 50DECWS-GRN	11	50 WATT HIGH PRESSURE SODIUM DECORATIVE WALL SCONCE, GREEN COLOR	66
HPS 70DEC-WALL	6	70 WATT HIGH PRESSURE SODIUM DECORATIVE FIXTURE, WALL MOUNTED	95
HPS 70FL-HEIGHT	1	70 WATT HIGH PRESSURE SODIUM FLOOD FIXTURE, HIGH INSTALL	95
I 100A21	1	100 WATT INCANDESCENT PORCELAIN LAMP SOCKET FIXTURE	100

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
I 100JJ-WALL	2	100 WATT INCANDESCENT JELLY JAR FIXTURE, WALL MOUNTED	100
I 100L10"	2	100 WATT INCANDESCENT RECESSED FIXTURE, 10"	100
I 100PAR38C6"-DIM"	12	100 WATT INCANDESCENT RECESSED DOWNLIGHT, 6", PAR 38 LAMPS, DIMMABLE	100
I 2-150PAR38	1	(2) 150 WATT INCANDESCENT SCREW-IN LAMPS, PAR 38	300
I 2-40CFAN-CNDL	9	(2) 40 WATT INCANDESCENT SCREW-IN CEILING FAN LIGHTS	80
I 2-50HALFL-ES	1	(2) 50 WATT HALOGEN BR30 FLOOD LAMPS, EXISTIG SENSOR	100
I 2-60CFAN-DIM-CNDL	7	(2) 60 WATT INCANDESCENT CEILING FAN FIXTURE, DIMMABLE, CANDELABRA BASE	120
I 2-60D8"	1	(2) 60 WATT INCANDESCENT 8" BOX FIXTURE, A19 LAMPS	120
I 2-60DEC	1	(2) 60 WATT INCANDESCENT DECORATIVE FIXTURE, A19 LAMPS	120
I 2-60DECD14"	1	(2) 60 WATT INCANDESCENT DECORATIVE FIXTURE, A19 LAMPS, 14"	120
I 29D	1	29 WATT INCANDESCENT DRUM FIXTURE	29
I 29D(D)	1	29 WATT INCANDESCENT DRUM FIXTURE, MISSING OR DAMAGED LENS	29
I 300BASINLIGHT	10	300 WATT INCANDESCENT BASIN LIGHT	300
I 300H	5	300 WATT INDUSTRIAL HOOD FIXTURE	300
I 300H/ZZDD	2	300 WATT INDUSTRIAL HOOD FIXTURE, DISCONNECT/REMOVE	300
I 3-52CFAN	1	(3) 52 WATT INCANDESCENT CEILING FAN	156
I 3-60V	2	(3) 60 WATT INCANDESCENT VANITY FIXTURE	180
I 40BR20CFAN	4	40 WATT INCANDESCENT CEILING FAN FIXTURE, BR 20 LAMP	40
I 40HOOD	2	40 WATT INCANDESCENT HOOD FIXTURE	40
I 40MIRROR-GLOBE	36	40 WATT INCANDESCENT MIRROR LIGHT, GLOBE LAMPS	40
I 4-40GLOBE	1	(4) 40 WATT INCANDESCENT GLOBE LAMPS	160
I 50MR16TRACK	6	50 WATT HALOGEN TRACK FIXTURE, MR16	50
I 60A	18	60 WATT INCANDESCENT SCREW-IN LAMP	60

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
I 60H	1	60 WATT INCANDESCENT INDUSTRIAL HOOD FIXTURE	60
I 60H-NO LAMP	3	60 WATT INCANDESCENT INDUSTRIAL HOOD FIXTURE, NO LAMP	0
I 60JJ	20	60 WATT INCANDESCENT JELLY JAR FIXTURE	60
I 60L12"	2	60 WATT INCANDESCENT LAY-IN (RECESSED) FIXTURE, 12" SQUARE	60
I 60WS	1	60 WATT INCANDESCENT WALL SCONCE FIXTURE	60
I 6-25CHAND-CNDL-HARD	1	(6) 25 WATT INCANDESCENT CHANDELIER, CANDELABRA BASE, HARD INSTALL	150
I 75A	4	75 WATT INCANDESCENT FIXTURE	75
I 75A-BROKEN	1	75 WATT INCANDESCENT FIXTURE, BROKEN	75
I 8-40GLOBEVANITY	1	(8) 40 WATT INCANDESCENT VANITY FIXTURE, GLOBE LAMPS	320
I 90A	1	90 WATT INCANDESCENT FIXTURE	90
LED 10LEDA19WPK-DS	3	10 WATT A19 LED WALL PACK, CUTOFF TYPE	10
LED 10LEDBOLLARD	17	10 WATT A19 LED BOLLARD	10
LED 10LEDDECDP	15	10 WATT LED A19 DECORATIVE FIXTURE, PENDANT MOUNTED	10
LED 10LEDGOSENECK-BLK	25	10 WATT LED GOOSENECK FIXTURE, BLACK COLOR	10
LED 10LEDIDA	20	10 WATT LED A19 DIRECT/INDIRECT FIXTURE	10
LED 11LEDA27K	7	11 WATT LED A19 FIXTURE, 2700K	11
LED 15LEDA	2	15 WATT LED A19 LAMP	15
LED 15LEDFL	2	15 WATT LED FLOOD	15
LED 15LEDPT	27	15 WATT LED POST TOP	15
LED 17LEDPAR38	1	17 WATT LED PAR38	17
LED 1LEDPR	10	1 LAMP T8 LED LAY-IN (RECESSED) FIXTURE	15
LED 1LPRTLLED-RA	25	1 LAMP T8 LED LAY-IN (RECESSED) FIXTURE, PARABOLIC LENS, 16"X4'	15

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
LED 1LPRTLED-RA-3K	4	1 LAMP T8 LED LAY-IN (RECESSED) FIXTURE, PARABOLIC LENS, 16"X4', 3000K	15
LED 1WTLEDTYPEA	1	1 LAMP T8 LED WRAP FIXTURE, TYPE A LAMPS	20
LED 1X82TLEDTYPEA-HARD	12	1X8 2 LAMP T8 LED COMMERCIAL STRIP FIXTURE, TYPE A LAMPS, HARD INSTALL	32
LED 1X84LEDW-HARD	1	1X8 4 LAMP T8 LED WRAP FIXTURE, TYPE A LAMPS, HARD INSTALL	64
LED 1X84SLED-HARD	3	1X8 4 LAMP T8 FLUORESCENT STRIP FIXTURE, TYPE A, HARD INSTALL	64
LED 1X84WWPTLED-HARD	28	1X8 4 LAMP T8 LED VAPOR TIGHT FIXTURE, HARD INSTALL	64
LED 2-15LEDC8"	11	8" DOWNLIGHT WITH (2) 15 WATT LED LAMPS	30
LED 2-9LEDB	2	(2) 9 WATT LED BOX FIXTURE A19 LAMPS	18
LED 2-9LEDC6"	16	(2) 9 WATT LED DOWNLIGHT FIXTURE, A19 LAMPS, 6"	18
LED 2-9LEDD	2	(2) 9 WATT LED DRUM FIXTURE, A19 LAMPS	18
LED 2-9LEDD8"-NO LENS	1	(2) 9 WATT LED DRUM FIXTURE, A19 LAMPS, NO LENS	18
LED 2-9LEDL10"	1	(2) 9 WATT LED RECESSED SQUARE FIXTURE, A19 LAMPS, 10"	18
LED 2-9LEDV	2	(2) 9 WATT LED VANITY FIXTURE	18
LED 2BTLEDTYPEA-1X4	8	3 LAMP T8 LED 1X4 BOX FIXTURE, TYPE A LAMPS	32
LED 2ILED-BB	1	(2) LAMP T8 LED INDUSTRIAL FIXTURE, BATTERY BACKUP	32
LED 2ITLED	9	2 LAMP T8 LED INDUSTRIAL STRIP FIXTURE	32
LED 2L2'FLATPANEL	4	2X2 LED FLAT PANEL FIXTURE	30
LED 2-LEDDECD	11	LED DECORATIVE DRUM WITH (2) 9 WATT LED A19 LAMPS	18
LED 2LEDW	14	2 LAMP T8 LED WRAP FIXTURE, TYPE B LAMPS	32
LED 2LEDW-BB	2	2 LAMP T8 LED WRAP FIXTURE, TYPE B LAMPS, BATTERY BACKUP	32
LED 2LLED-1X4	1	2 LAMP T8 LED 1X4 RECESSED FIXTURE, TYPE B LAMPS	32
LED 2LPRTLED	7	2 LAMP T8 LED LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER	32

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
LED 2LTLED	16	2 LAMP LED LAY-IN (RECESSED) FIXTURE WITH TLED LAMPS	32
LED 2LTLED1X4	16	2 LAMP LED 1X4 LAY-IN (RECESSED) FIXTURE WITH TLED LAMPS	32
LED 2SLED	3	2 LAMP T8 LED COMMERCIAL STRIP FIXTURE	32
LED 2SLED-18W	8	2 LAMP T8 LED COMMERCIAL STRIP FIXTURE, 18 WATT LAMPS	36
LED 2STLED	4	2 LAMP TLED COMMERCIAL STRIP FIXTURE	32
LED 2TLED	2	2 LAMP T8 LED RECESSED FIXTURE	32
LED 2TLED-1X4	2	2 LAMP T8 LED 1X4 RECESSED FIXTURE	32
LED 2TLED-TYPEA-HT	25	2 LAMP T8 LED RECESSED FIXTURE, TYPE A LAMPS, HIGH INSTALL	32
LED 2TLED-WALL	6	2 LAMP T8 LED RECESSED FIXTURE, WALL MOUNTED	32
LED 2VTLEDTYPA	6	2 LAMP T8 LED VANITY FIXTURE, TYPE A LAMPS	32
LED 2WLED	19	2 LAMP T8 LED WRAP FIXTURE	32
LED 2WTLED	13	2 LAMP T8 LED WRAP FIXTURE	32
LED 2WTLEDTYPA	2	2 LAMP T8 LED WRAP FIXTURE, TYPE A LAMPS	32
LED 2WWPTLED	4	2 LAMP T8 LED VAPORTIGHT FIXTURE	32
LED 2WWPTLEDTYPEA	14	2 LAMP T8 LED VAPORTIGHT FIXTURE, TYPE A	32
LED 2WWTLED	3	2 LAMP T8 LED WRAP FIXTURE	32
LED 2X4LEDKIT	2	2X4 LED RETRO KIT	32
LED 3-17LEDPAR30	80	(3) 17 WATT LED FLOOD FIXTURE, PAR30 LAMPS	51
LED 3-9CFAN	3	(3) 9 WATT LED CEILING FAN FIXTURE	27
LED 3-9LED9	3	(3) 9 WATT LED DECORATIVE DRUM FIXTURE	27
LED 3BPRTLED	4	3 LAMP T8 LED BOX FIXTURE, PARABOLIC LOUVER	48
LED 3LED-VHT	23	(3) 9 WATT LED FIXTURE, VERY HIGH INSTALL	27
LED 3LPRTLED	2	3 LAMP T8 LED LAY-IN (RECESSED) FIXTURE, PARABOLIC LOUVER	48
LED 4-10LEDCFAN	2	(4) 10 WATT LED CEILING FAN FIXTURE	40
LED 4-10LEDV	1	(4) 10 WATT LED VANITY FIXTURE	40

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
LED 4LEDHB-VHT	8	4 LAMP T8 LED HIGH BAY FIXTURE, VERY HIGH INSTALL	135
LED 4TLED	15	4 LAMP TLED FIXTURE	64
LED 4TLEDTYPEA	1	4 LAMP TLED FIXTURE, TYPE A LAMPS	64
LED 4WTLED	4	4 LAMP TLED WRAP FIXTURE	64
LED 6LLEDHB	3	6 LAMP TLED HIGH BAY FIXTURE	96
LED 6LT8LEDHB	12	6 LAMP 4X4 T8 LED HIGH BAY FIXTURE	96
LED 9LEDA19	7	9 WATT LED SCREW-IN LAMPS, A19	9
LED 9LEDEXFAN	1	9 WATT LED EXHAUST FAN	9
LED 9LEDJJ	20	9 WATT LED JELLY JARD	9
LED 9LEDWS-DIM	3	9 WATT LED WALL SCONCE, DIMMABLE	9
LED ALL LED	1	ALL FIXTURES ARE LED	0
LED EXLED	105	LED EXIT SIGN	4
LED EXLED-EM	71	LED EXIT SIGN, EMERGENCY LIGHT	4
LED EXLED-EXP	32	LED EXIT SIGN, EXPLOSION PROOF	4
LED LED2X2	2	LED 2X2 FIXTURE	25
LED LEDA19	7	10 WATT LED A19 LAMP	10
LED LEDBR30	3	15 WATT LED BR30 LAMP	15
LED LEDBR30TRACK	4	15 WATT LED BR30 TRACK FIXTURE	15
LED LEDC	89	20 WATT LED DOWNLIGHT	20
LED LEDC6"	2	LED RECESSED DOWNLIGHT, 6"	22
LED LEDC6"-A19	22	10 WATT LED DOWNLIGHT, A19 LAMP	10
LED LEDC8"	6	20 WATT LED DOWNLIGHT, 8" DIA	20
LED LEDC-BB	4	20 WATT LED DOWNLIGHT, BATTERY BACKUP	20
LED LEDC-DIM	28	20 WATT LED DOWNLIGHT, DIMMABLE	20
LED LEDCHND	3	LED CHANDALIER	30
LED LEDCNPY	16	LED CANOPY	30
LED LEDCOBWP	11	18 WATT LED WALL PACK, COB LAMP	18

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
LED LEDCOBWPK-DS	4	18 WATT LED WALL PACK, COB LAMP, CUTOFFF	18
LED LEDCOVE-HARD	1	LED COVE FIXTURE, HARD INSTALL	30
LED LED-COVE-HARD-VVHT	43	LED COVE FIXTURE, VERY VERY HIGH, HARD INSTALL	30
LED LEDD	25	22 WATT LED DRUM	22
LED LEDD-BB	14	22 WATT LED DRUM, BATTERY BACKUP	22
LED LEDDEC	1	30 WATT LED DECORATIVE FIXTURE	30
LED LEDDECA19	1	10 WATT LED DEORATIVE FIXTURE, A19 LAMP	10
LED LEDDECBOWL-HARD-VVHT	4	50 WATT LED DECORATIVE FIXTURE, HARD INSTALL, VERY VERY HIGH INSTALL	50
LED LEDDECCHINA	10	10 WATT LED DECORATIVE CHINA HAT FIXTURE	10
LED LEDDID	1	LED DIRECT/INDIRECT FIXTURE	30
LED LEDDPTYPEC	10	LED DIRECT FIXTURE, PENDANT MOUNTED, TYPE C LAMPS	30
LED LEDFL	5	30 WATT LED FLOOD FIXTURE	30
LED LEDH	1	LED INDUSTRIAL HOOD FIXTURE	15
LED LEDHB	54	LED HIGH BAY	150
LED LEDJJ	4	10 WATT LED JELLY JAR	10
LED LEDKIT2X4	22	LED RECESSED TROFFER RETROKIT	30
LED LEDKITSB	2	LED SHOE BOX RETROKIT	50
LED LEDL	3	LED RECESSED TROFFER	30
LED LEDL2TLED	36	LED RECESSED TROFFER, TLED LAMPS	45
LED LEDL2TLED-DIM	11	LED RECESSED TROFFER, TYPE C LAMPS, DIMMABLE	32
LED LEDLB	17	LED LOW BAY FIXTURE	80
LED LEDL-DIM	3	LED RECESSED TROFFER, DIMMABLE	30
LED LEDNL	11	LED NIGHT LIGHT	6
LED LEDPANEL-1X4	4	LED FLAT PANEL, 1X4	20
LED LEDPAR38C10"	4	17 WATT LED DOWNLIGHT, PAR 38, 10" DIA	17
LED LEDPLUGINC10"	8	19 WATT LED DOWNLIGHT, 4 PIN, 10" DIA	19

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
LED LEDSB COB	6	30 WATT LED SHOE BOX FIXTURE WITH COB LAMP	30
LED LEDV	22	20 WATT LED VANITY FIXTURE	20
LED LEDVOL	30	30 WATT LED VOLUMETRIC FIXTURE	30
LED LEDVOL2'	42	20 WATT 2X2 LED VOLUMETRIC FIXTURE	20
LED LEDVOL2'-BB	8	20 WATT 2X2 LED VOLUMETRIC FIXTURE, BATTERY BACKUP	20
LED LEDW	4	30 WATT LED WRAP FIXTURE	30
LED LEDW-COVE-HARD	20	LED WRAP, COVE FIXTURE, HARD INSTALL	30
LED LEDW-DIM	18	LED WRAP, DIMMABLE	30
LED LEDWPK	34	30 WATT LED WALL PACK	30
LED LEDWPK-DS	9	30 WATT LED WALL PACK, CUTOFF TYPE	30
LED LEDWPK-SHROUD	3	30 WATT LED WALL PACK, SHROUDED	30
LED LEDWS-VNDL-HARD	14	LED WALL SCONCE, VANDAL PROOF, HARD INSTALL	30
LED LEDWWP	41	30 WATT LED VAPOR TIGHT FIXTURE	30
LED TLEDPR	6	LED PARABOLIC FIXTURE	45
LPS (2)55PT-6"-18'-SPIDER	21	LOW PRESSURE SODIUM POST TOP FIXTURE WITH (2) 55 WATT LAMPS, 6" , 18' POLE, SPIDER MOUNT	160
LPS (2)55SB	5	LOW PRESSURE SODIUM SHOE BOX FIXTURE WITH (2) 55 WATT LAMPS	160
LPS (2)55SB-16'	26	LOW PRESSURE SODIUM SHOE BOX FIXTURE WITH (2) 55 WATT LAMPS, 16' POLE	160
LPS 135COBRASB	5	135 WATT LOW PRESSURE SODIUM SHOE BOX FIXTURE	178
LPS 135SB-6"-BLK-18'	8	135 WATT LOW PRESSURE SODIUM SHOE BOX FIXTURE, BLACK, 18' POLE	178
LPS 2-(2)55SB-6"-SQ	8	2 HEAD LOW PRESSURE SODIUM SHOE BOX FIXTURE EACH WITH (2) 55 WATT LAMPS, 6" SQUARE POLE	320
LPS 55COBRASB	2	55 WATT LOW PRESSURE SODIUM COBRA HEAD SHOE BOX FIXTURE	80

Pre Code	Pre Fixture Qty	Existing Description	Pre Watts / Fixt
LPS 55COBRASB-WOOD	4	55 WATT LOW PRESSURE SODIUM COBRA HEAD SHOE BOX FIXTURE, WOOD POLE	80
LPS 55SB-13'-SQ-4"	5	55 WATT LOW PRESSURE SODIUM SHOE BOX, 13' 4" SQUARE POLE	80
LPS 55SB-BLK-10'-4"	4	55 WATT LOW PRESSURE SODIUM SHOE BOX, 10' 4" SQUARE POLE, BLACK	80
LPS 55WPK-31"X8"	3	55 WATT LOW PRESSURE SODIUMWALL PACK, 31"X8"	80
MH 150IDFL-HARD-HT	20	150 WATT METAL HALIDE INDIRECT FLOOD FIXTURE, HARD INSTALL, HIGH INSTALL	183
MH 150IDFL-NOT USED	70	150 WATT METAL HALIDE INDIRECT FLOOD FIXTURE, NOT USED	183
MH 150IDFL-VHARD-VVHT	12	150 WATT METAL HALIDE INDIRECT FLOOD FIXTURE, VERY HARD INSTALL, VERY VERY HIGH INSTALL	183
MH 175EXP	22	175 WATT METAL HALIDE EXPLOSION PROOF FIXTURE	180.2
MH 250EXP-HEIGHT	20	250 WATT METAL HALIDE EXPLOSION PROOF FIXTURE, HIGH INSTALL	288
Q 250LB-DIM	4	250 WATT QUARTZ LOW BAY, DIMMABLE	250
Q 75FL-TRACK-DIM	8	75 WATT INCANDESCENT TRACK FIXTURE, DIMMABLE	75
ZZ NO LIGHTS	1	NO EXISTING LIGHT FIXTURE	0

As part of the Investment Grade Audit (IGA), NORESKO has identified changes to lighting systems that will generate energy savings. Similar fixtures were grouped together and assigned a post-retrofit code ("Post Code"), as shown in Table K.3. The fixture wattages are based on published manufacturer data, which were used to model the post-retrofit energy consumption for the lighting savings calculations. Following construction, fixture wattages will be measured as defined in Exhibit A, Attachment F: Guaranty of Energy Cost Savings.

Table K.3: Post-Retrofit Lighting Fixture Wattages

Post Code	Post Fixture Qty	Proposed Description	Post Watts / Fixt
LED 10LEDPAR38-DIM	20	RETROFIT WITH (1) 10 WATT LED PAR38 DIMMABLE LAMP	10
LED 13LEDA19	69	RETROFIT WITH (1) 13 WATT LED A19 LAMP	13
LED 13LEDA19-27K	1	RETROFIT WITH (1) 13 WATT LED A19 LAMP, 27K	13
LED 15LEDA21	13	RETROFIT WITH (1) 15 WATT LED A21 LAMP	15
LED 2-15LEDPAR38	1	RETROFIT WITH (2) 15 WATT LED SCREW-IN LAMPS, PAR 38	30
LED 2-3.3LEDCNDL-DIM	16	RETROFIT WITH (2) 3.3 WATT LED CANDELABRA BASE LAMPS, DIMMABLE	6.6
LED 25LEDA21HO	10	RETROFIT WITH (1) 25 WATT LED A21 HIGH OUTPUT LAMP	25
LED 2-9LEDA19	2	RETROFIT WITH (2) 9 WATT LED A19 LAMPS	18
LED 3.8LEDGLOBE	36	RETROFIT WITH (1) 3.8 WATT LED GLOBE LAMP	3.8
LED 3-8LEDBR30-DIM	1	RETROFIT WITH (3) 8 WATT LED BR30 LAMPS	24
LED 3-9LEDA19	5	RETROFIT WITH (3) 9 WATT LED A19 LAMPS	27
LED 4-3.8LEDGLOBE	1	RETROFIT WITH (4) 3.8 WATT LED GLOBE LAMPS	15.2
LED 4-9LEDA19	6	RETROFIT WITH (4) 9 WATT LED A19 LAMPS	36
LED 6.5LEDMR16-27K	6	RETROFIT WITH (1) 6.5 WATT LED SCREW-IN MR16 LAMP, 27K COLOR	6.5
LED 6-3.3LEDCNDL-DIM-HARD	1	RETROFIT WITH (6) 3.3 WATT LED CANDELABRA BASE LAMPS, DIMMABLE, HARD INSTALL	19.8
LED 8-3.8LEDGLOBE	1	RETROFIT WITH (8) 3.8 WATT LED GLOBE LAMPS	30.4
LED 8LEDBR30-DIM	9	RETROFIT WITH (1) 8 WATT LED BR30 LAMP, DIMMABLE	8
LED 9LEDA19	114	RETROFIT WITH (1) 9 WATT LED A19 LAMP	9

Post Code	Post Fixture Qty	Proposed Description	Post Watts / Fixt
LED 9LEDA19-277V	8	RETROFIT WITH (1) 9 WATT LED A19 LAMP, 277 VOLT	9
LED 9LEDA19-BLUE	3	RETROFIT WITH (1) 9 WATT LED A19 LAMP, BLUE COLOR	9
LED 9LEDA19-DIM	11	RETROFIT WITH (1) 9 WATT LED A19 LAMP, DIMMABLE	9
LED 9LEDA19-RED	2	RETROFIT WITH (1) 9 WATT LED A19 LAMP, RED	9
N 115LEDHB-HARD	20	NEW 115 WATT LED HIGH BAY FIXTURE, HARD INSTALL	115
N 129LEDAL-PT-AMBR	21	NEW 129 WATT LED AREA FIXTURE, POST TOP MOUNT, AMBER COLOR TEMP	129
N 12LEDC6"	4	NEW 12 WATT LED 6" RECESSED DOWNLIGHT	10.5
N 12LEDD	1	NEW 12 WATT LED DRUM FIXTURE	12.2
N 132LEDAL-AMBR	31	NEW 132 WATT LED AREA LIGHT AMBER LIMITED WAVELENGTH	132
N 132LEDAL-BLK-AMBR	8	NEW 132 WATT LED AREA LIGHT AMBER LIMITED WAVELENGTH, BLACK COLOR	132
N 143LEDCOBRA-AMBR	8	NEW 143 WATT LED COBRA HEAD FIXTURE, AMBER COLOR TEMP	143
N 155LEDHB-HARD	64	NEW 155 WATT LED HIGH BAY FIXTURE, HARD INSTALL	155
N 15LEDFL-STEM-30K-HEIGHT	1	NEW 15 WATT LED FLOOD FIXTURE, STEM MOUNT, 30K, HIGH INSTALL	15
N 1V-11.5LED4'-TYPE A-LP	1	NEW VANITY FIXTURE WITH (1) 11.5 WATT 4' TLED TYPE A LAMP AND LOW POWER ELECTRONIC BALLAST	12.5
N 20LEDWPK-ADJ	2	NEW 20 WATT LED ADJUSTABLE WALLPACK	20
N 2-132LEDAL-AMBR	8	NEW (2)132 WATT LED AREA LIGHTS AMBER LIMITED WAVELENGTH	264
N 22LEDWPK-AMBR-PC	6	NEW 22 WATT LED WALLPACK FIXTURE, AMBER COLOR TEMP, PHOTOCELL	25
N 25LEDWSK-BB-27K	14	NEW 25 WATT LED TRAPEZOIDAL WALLPACK, BATTERY BACKUP, 27K	25
N 25LEDWSK-BB-PC-27K	14	NEW 25 WATT LED WALL SCONCE WALLPACK FIXTURE, 27K, BATTERY BACKUP, PHOTOCELL	25
N 25LEDWSK-PC-27K	6	NEW 25 WATT LED TRAPEZOIDAL WALLPACK, PHOTOCELL, 27K	25
N 26LEDCYLP-WHT-HARD	21	NEW 26 WATT LED PENDANT MOUNT CYLINDER FIXTURE, HARD INSTALL, WHITE COLOR	27.9

Post Code	Post Fixture Qty	Proposed Description	Post Watts / Fixt
N 26LEDCYLP-WHT-VHARD	43	NEW 26 WATT LED PENDANT MOUNT CYLINDER FIXTURE, VERY HARD INSTALL, WHITE COLOR	27.9
N 2I-11.5LED4'-TYPE A-LP	5	NEW INDUSTRIAL FIXTURE WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST	25
N 2L-11.5LED4'-TYPE A-LP	2	NEW 2X4 RECESSED TROFFER FIXTURE WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST	25
N 2V-11.5LED4'-TYPE A-LP	1	NEW VANITY FIXTURE WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST	25
N 2W-11.5LED4'-TYPE A-LP	20	NEW WRAP FIXTURE WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST	25
N 2X12LEDFL-BULLET-30K	1	NEW (2) HEADED 12 WATT LED FLOOD FIXTURE, BULLET TYPE, 30K	27.2
N 42LEDAL-AMBR	5	NEW 42 WATT LED AREA FIXTURE, AMBER COLOR TEMP	42
N 42LEDAL-BLK-AMBR	4	NEW 42 WATT LED AREA LIGHT AMBER LIMITED WAVELENGTH, BLACK COLOR	42
N 44LEDCOBRA-AMBR	4	NEW 44 WATT LED COBRA HEAD FIXTURE, AMBER COLOR TEMP	44
N 44LEDCOBRA-AMBR-WALL-PC	2	NEW 44 WATT LED COBRA HEAD FIXTURE, AMBER COLOR TEMP, WALL MOUNT, PHOTOCCELL	44
N 90LEDHB	32	NEW 90 WATT LED HIGH BAY FIXTURE	90
N 90LEDHB-BB	20	NEW 90 WATT LED HIGH BAY FIXTURE, BATTERY BACKUP	90
N 90LEDHB-HARD	9	NEW 90 WATT LED HIGH BAY FIXTURE, HARD INSTALL	90
R 1L(W)-11.5LED4'-TYPE A-LP	1	NEW WRAP FIXTURE (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST	12.5
R 1L-11.5LED4'-TYPE A-LP	777	RETROFIT WITH (1) 11.5 WATT 4' TLED TYPE A LAMP AND LOW POWER ELECTRONIC BALLAST	12.5
R 1L-11.5LED4'-TYPE A-LP-2700K	15	RETROFIT WITH (1) 11.5 WATT 4' TLED TYPE A LAMP AND LOW POWER ELECTRONIC BALLAST, 27K LAMPS	12.5

Post Code	Post Fixture Qty	Proposed Description	Post Watts / Fixt
R 1L-11.5LED4'-TYPE A-LP-HARD	14	RETROFIT WITH (1) 11.5 WATT 4' TLED TYPE A LAMP AND LOW POWER ELECTRONIC BALLAST, HARD INSTALL	12.5
R 1L-11.5LED4'-TYPE A-LP-VHARD	16	RETROFIT WITH (1) 11.5 WATT 4' TLED TYPE A LAMP AND LOW POWER ELECTRONIC BALLAST, VERY HARD INSTALL	12.5
R 1L-13LEDBIAX-TYPE A-NP	32	RETROFIT WITH (1) 13 WATT BIAX TLED TYPE A LAMP AND NORMAL POWER ELECTRONIC BALLAST	16.5
R 1L2'-8LED2'-TYPE A-LP	9	RETROFIT WITH (1) 8 WATT 2' TLED TYPE A LAMP AND LOW POWER ELECTRONIC BALLAST	9.3
R 1L2'T5-9LED2'T5-TYPE B	2	RETROFIT WITH (1) 9 WATT 2' T5 TLED TYPE B LAMP WITH INTEGRATED DRIVER	9
R 1L3'-10LED3'-TYPE A-LP	50	RETROFIT WITH (1) 10 WATT 3' TLED TYPE A LAMP AND LOW POWER ELECTRONIC BALLAST	10.86
R 2L(1X4)-11.5LED4'-TYPE A-LP	3	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, NEW 1X4 PRISMATIC LENS	25
R 2L(L)-11.5LED4'-TYPE A-LP	8	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, NEW 2X4 PRISMATIC LENS	25
R 2L(L)-11.5LED4'-TYPE A-LP-HEIGHT	2	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, NEW 2X4 PRISMATIC LENS, HIGH INSTALL	25
R 2L(W)-11.5LED4'-TYPE A-LP-HARD	1	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, NEW WRAP LENS, HARD INSTALL	25
R 2L(WW)-11.5LED4'-TYPE A-LP	3	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, NEW WIDE WRAP LENS	25
R 2L(WWP)-11.5LED4'-TYPE A-LP	1	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, NEW VAPORTIGHT LENS	25
R 2L-11.5LED4'-TYPE A-LP	1888	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST	25

Post Code	Post Fixture Qty	Proposed Description	Post Watts / Fixt
R 2L-11.5LED4'-TYPE A-LP-BB	57	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, BATTERY BACKUP	25
R 2L-11.5LED4'-TYPE A-LP-BB-HARD	1	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, BATTERY BACKUP, HARD INSTALL	25
R 2L-11.5LED4'-TYPE A-LP-DIM	4	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, DIMMABLE	25
R 2L-11.5LED4'-TYPE A-LP-HARD	200	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HARD INSTALL	25
R 2L-11.5LED4'-TYPE A-LP-HARD-BB	1	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HARD INSTALL, BATTERY BACKUP	25
R 2L-11.5LED4'-TYPE A-LP-HARD-HEIGHT	6	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HARD AND HIGH INSTALL	25
R 2L-11.5LED4'-TYPE A-LP-HARD-VHEIGHT	30	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HARD AND VERY HIGH INSTALL	25
R 2L-11.5LED4'-TYPE A-LP-HEIGHT	71	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HIGH INSTALL	25
R 2L-11.5LED4'-TYPE A-LP-VHARD	99	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, VERY HARD INSTALL	25
R 2L-11.5LED4'-TYPE A-LP-VHEIGHT	4	RETROFIT WITH (2) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, VERY HIGH INSTALL	25
R 2L-25.5LEDT5HO4'-TYPE A-NP	1	RETROFIT WITH (2) 25.5 WATT 4' T5 HIGH OUTPUT TLED TYPE A LAMPS AND NORMAL POWER ELECTRONIC BALLAST	57
R 2L-25.5LEDT5HO4'-TYPE A-NP-HARD	12	RETROFIT WITH (2) 25.5 WATT 4' T5 HIGH OUTPUT TLED TYPE A LAMPS AND NORMAL POWER ELECTRONIC BALLAST	57
R 2L2'-8LED2'-TYPE A-LP	147	RETROFIT WITH (2) 8 WATT 2' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST	18.6

Post Code	Post Fixture Qty	Proposed Description	Post Watts / Fixt
R 2L2'-8LED2'-TYPE A-LP-BB	10	RETROFIT WITH (2) 8 WATT 2' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, BATTERY BACKUP	18.6
R 2L2'-8LED2'-TYPE A-LP-HARD	2	RETROFIT WITH (2) 8 WATT 2' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HARD INSTALL	18.6
R 2L2'-8LED2'-TYPE A-LP-HEIGHT	1	RETROFIT WITH (2) 8 WATT 2' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HIGH INSTALL	18.6
R 2L3'-10LED3'-TYPE A-LP	10	RETROFIT WITH (2) 10 WATT 3' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST	21.72
R 2L3'-10LED3'-TYPE A-LP-BB	2	RETROFIT WITH (2) 10 WATT 3' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, BATTERY BACKUP	21.72
R 3L-11.5LED4'-TYPE A-LP	141	RETROFIT WITH (3) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST	37.5
R 3L-11.5LED4'-TYPE A-LP-BB	54	RETROFIT WITH (3) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, BATTERY BACKUP	37.5
R 3L-11.5LED4'-TYPE A-LP-CHKRBRD	64	RETROFIT WITH (3) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, CHECKERBOARD PATTERN	37.5
R 3L-11.5LED4'-TYPE A-LP-HEIGHT	4	RETROFIT WITH (3) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HEIGHT	37.5
R 3L-11.5LED4'-TYPE A-LP-VHEIGHT	72	RETROFIT WITH (3) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, VERY HEIGHT	37.5
R 4L(L)-11.5LED4'-TYPE A-LP-HARD	1	RETROFIT WITH (4) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HARD INSTALL, NEW 2X4 PRISMATIC LENS	50
R 4L-11.5LED4'-TYPE A-LP	125	RETROFIT WITH (4) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST	50
R 4L-11.5LED4'-TYPE A-LP-BB-CHKRBRD	6	RETROFIT WITH (4) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, BATTERY BACKUP, CHECKERBOARD PATTERN	50

Post Code	Post Fixture Qty	Proposed Description	Post Watts / Fixt
R 4L-11.5LED4'-TYPE A-LP-CHKRBRD	54	RETROFIT WITH (4) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, CHECKERBOARD PATTERN	50
R 4L-11.5LED4'-TYPE A-LP-DIM-HARD-HEIGHT	4	RETROFIT WITH (4) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, DIMMABLE, HARD AND HIGH INSTALL	50
R 4L-11.5LED4'-TYPE A-LP-HARD	395	RETROFIT WITH (4) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HARD INSTALL	50
R 4L-11.5LED4'-TYPE A-LP-HARD-BB	1	RETROFIT WITH (4) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HARD INSTALL, BATTERY BACKUP	50
R 4L-11.5LED4'-TYPE A-LP-HARD-HEIGHT	195	RETROFIT WITH (4) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HARD AND HIGH INSTALL	50
R 4L-11.5LED4'-TYPE A-LP-HEIGHT	16	RETROFIT WITH (4) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, HIGH INSTALL	50
R 4L-11.5LED4'-TYPE A-LP-VVHARD	19	RETROFIT WITH (4) 11.5 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, VERY HARD INSTALL	50
R 4L-13LEDBIAX-TYPE A-NP(2)	1	RETROFIT WITH (4) 13 WATT BIAx TLED TYPE A LAMPS AND (2) NORMAL POWER ELECTRONIC BALLASTS	66
R 4L-13LEDBIAX-TYPE A-NP(2)-HARD	4	RETROFIT WITH (4) 13 WATT BIAx TLED TYPE A LAMPS AND (2) NORMAL POWER ELECTRONIC BALLASTS, HARD INSTALL	66
R 4LT5HO-25.5LEDT5HO4'-TYPE A-CHKRBRD-VHARD	1	RETROFIT WITH (4) 25.5 WATT 4' T5 HIGH OUTPUT TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, VERY HARD INSTALL, CHECKERBOARD PATTERN	114
R 4LT5HO-25.5LEDT5HO4'-TYPE A-CHKRBRD-VHEIGHT	7	RETROFIT WITH (4) 25.5 WATT 4' T5 HIGH OUTPUT TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, VERY HIGH INSTALL, CHECKERBOARD PATTERN	114
R 5LT5HO-25.5LEDT5HO4'-TYPE A-HEIGHT	4	RETROFIT WITH (5) 25.5 WATT 4' T5 HIGH OUTPUT TLED TYPE A LAMPS AND (2) NORMAL POWER ELECTRONIC BALLASTS, HIGH INSTALL	142.5
R 6L-11.5LED4'-TYPE A-LP	3	RETROFIT WITH (6) 11.5 WATT 4' TLED TYPE A LAMPS AND (2) LOW POWER ELECTRONIC BALLASTS	75

Post Code	Post Fixture Qty	Proposed Description	Post Watts / Fixt
R 6L-11.5LED4'-TYPE A-LP-HEIGHT	103	RETROFIT WITH (6) 11.5 WATT 4' TLED TYPE A LAMPS AND (2) LOW POWER ELECTRONIC BALLASTS, HIGH INSTALL	75
R 6L-11.5LED4'-TYPE A-LP-VHARD	25	RETROFIT WITH (6) 11.5 WATT 4' TLED TYPE A LAMPS AND (2) LOW POWER ELECTRONIC BALLASTS, VERY HARD INSTALL	75
R 8L-11.5LED4'-TYPE A-LP-HARD	30	RETROFIT WITH (8) 11.5 WATT 4' TLED TYPE A LAMPS AND (2) LOW POWER ELECTRONIC BALLASTS, HARD INSTALL	100
R 8L-13LEDBIAX-TYPE A-NP(4) + 12.5LEDKIT-RND	2	RETROFIT WITH (8) 13 WATT BIAX TLED TYPE A LAMPS AND (4) NORMAL POWER BALLASTS AND 12.5 WATT LED ROUND KIT	147.6
R 8L-13LEDBIAX-TYPE A-NP(4) + 12.5LEDKIT-RND+BB	2	RETROFIT WITH (8) 13 WATT BIAX TLED TYPE A LAMPS AND (4) NORMAL POWER BALLASTS AND 12.5 WATT LED ROUND KIT, BATTERY BACKUP	147.6
RF 2L(L)R2'KIT-8LED2'-TYPE A-LP	2	RETROFIT WITH (2) 8 WATT 2' TLED TYPE A LAMP AND LOW POWER ELECTRONIC BALLAST, 2X2 WHITE REFLECTOR KIT, NEW 2X2 PRISMATIC LENS	18.6
RK 15.5LED-4P-BB	11	RETROFIT WITH (1) 15.5 WATT LED PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET, BATTERY BACKUP	15.5
RK 15.5LEDPAR38-27K	7	RETROFIT WITH (1) 15.5 WATT LED PAR38 SCREW-IN LAMP, REMOVE BALLAST AND REWIRE SOCKET, VERTICAL MOUNT, 27K	15.5
RK 16.5LED-4P-VERT	53	RETROFIT WITH (1) 15.5 WATT LED VERTICAL PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET, BATTERY BACKUP	16.5
RK 16.5LED-4P-VERT-BB	5	RETROFIT WITH (1) 16.5 WATT LED PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET, VERTICAL MOUNT, BATTERY BACKUP	16.5
RK 18LEDCOB-AMBR	32	RETROFIT WITH (1) 18 WATT LED AMBER COB LAMP, REMOVE BALLAST AND REWIRE SOCKET	18
RK 1X84WC-11.5LED4'-TYPE A-LP	44	RETROFIT WITH (4) 8 WATT 4' TLED TYPE A LAMPS AND LOW POWER ELECTRONIC BALLAST, 1X8 WHITE CHANNEL STRIP KIT	50
RK 2-18LEDCOB-AMBR	10	RETROFIT WITH (2) 18 WATT LED COB LAMPS, REMOVE BALLAST AND REWIRE SOCKET, AMBER COLOR	36

Post Code	Post Fixture Qty	Proposed Description	Post Watts / Fixt
RK 22LEDC8"	1	RETROKIT WITH 22 WATT LED RECESSED CAN KIT, 8" DIA, ADJUSTABLE LIGHT OUTPUT	22
RK 24LEDCOB-EXP	25	RETROFIT WITH (1) 24 WATT LED EXPLOSION PROOF COB LAMP, REMOVE BALLAST AND REWIRE SOCKET	24
RK 2-7LED-2P-HOR	50	RETROFIT WITH (2) 7 WATT LED HORIZONTAL PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET	14
RK 2-9LED-4P	209	RETROFIT WITH (2) 9 WATT LED PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET	18
RK 2-9LED-4P-BB	12	RETROFIT WITH (2) 9 WATT LED PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET, BATTERY BACKUP	18
RK 2-9LED-4P-BB-VHARD	2	RETROFIT WITH (2) 9 WATT LED PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET, BATTERY BACKUP, VERY HARD INSTALL	18
RK 35LEDCOBB22D	3	RETROFIT WITH (1) 35 WATT LED COB (LPS EQUIVALENT) LAMP, B22D BASE	35
RK 36LEDCOB-HARD-HEIGHT	20	RETROFIT WITH (1) 36 WATT LED COB LAMP, REMOVE BALLAST AND REWIRE SOCKET, HARD AND HIGH INSTALL	36
RK 45LEDCOB-EXP-HEIGHT	20	RETROFIT WITH (1) 45 WATT LED EXPLOSION PROOF COB LAMP, REMOVE BALLAST AND REWIRE SOCKET, HIGH INSTALL	45
RK 7LED-2P-VERT	24	RETROFIT WITH (2) 7 WATT LED VERTICAL PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET	7
RK 9LED-4P	28	RETROFIT WITH (1) 9 WATT LED PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET	9
RK 9LED-4P-27K	7	RETROFIT WITH (1) 9 WATT LED PLUG-IN LAMP, REMOVE BALLAST AND REWIRE SOCKET, 27K	9
RK 9LED-4P-BB	4	RETROFIT WITH (1) 9 WATT LED PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET, BATTERY BACKUP	9
RK 9LED-4P-HARD	1	RETROFIT WITH (1) 9 WATT LED PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET, HARD INSTALL	9

Post Code	Post Fixture Qty	Proposed Description	Post Watts / Fixt
RK 9LED-4P-VERT	32	RETROFIT WITH (1) 9 WATT LED VERTICAL PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET	9
RK 9LED-4P-VERT-HEIGHT	15	RETROFIT WITH (1) 9 WATT LED VERTICAL PLUG-IN LAMPS, REMOVE BALLAST AND REWIRE SOCKET, HIGH INSTALL	9
ZZ DC	2	DISCONNECT AND REMOVE	0
ZZ DD	1422	DO NOT RETROFIT	4

TABLE K.4: EXISTING AND PROPOSED HVAC SCHEDULES AND SETPOINTS

Facility	Equipment	Serves	Proposed Occupied Setpoints (Heat/Cool)	Proposed Unoccupied Setpoints ¹ (Heat/Cool)	Proposed Occupied Schedule	Proposed SAT Reset Schedule	Proposed HHW Reset Schedule
City Hall	AHU-1	2nd Floor West	72°/80°F	65°/85°F	M,W-F: 5a-7p; Tu: 5a-9p	55°F - 68°F at OAT of 80°F - 60°F	---
City Hall	AHU-2	2nd Floor East	72°/80°F	65°/85°F	M,W-F: 5a-7p; Tu: 5a-9p	55°F - 68°F at OAT of 80°F - 60°F	---
City Hall	AHU-3	1st Floor West	72°/80°F	65°/85°F	M,W-F: 5a-7p; Tu: 5a-9p	55°F - 68°F at OAT of 80°F - 60°F	---
City Hall	AHU-4	1st Floor East	72°/80°F	65°/85°F	M,W-F: 5a-7p; Tu: 5a-9p	55°F - 68°F at OAT of 80°F - 60°F	---
City Hall	AHU-5	Council Chambers	72°/80°F	65°/85°F	M,W-F: 5a-7p; Tu: 5a-9p	55°F - 68°F at OAT of 80°F - 60°F	---
Library Main	AHU-1	Building	72°/80°F	65°/85°F	M-Th: 6a-9p; F,Sa:	55°F - 68°F at	---

Facility	Equipment	Serves	Proposed Occupied Setpoints (Heat/Cool)	Proposed Unoccupied Setpoints ¹ (Heat/Cool)	Proposed Occupied Schedule	Proposed SAT Reset Schedule	Proposed HHW Reset Schedule
					6a-6p; Su: 6a-2p	OAT of 80°F - 60°F	
NACET Accelerator	HHW system	Building	---	---	24/7	---	100°F - 160°F at OAT of 50°F - 10°F
Public Works	AHU-1	Bldg. 6 Admin	72°/80°F	65°/85°F	M-F: 6a-6p	*no change	---
Public Works	HHW system	Bldg. 6 Admin	---	---	M-F: 6a-6p	---	100°F - 160°F at OAT of 50°F - 10°F
USGS #6	AHU-1	Perimeter VAVs	72°/80°F	65°/85°F	M-F: 6a-9p; Sa,Su: 6a-6p	*no change	---
USGS #6	AHU-2	Core VAVs	72°/80°F	65°/85°F	M-F: 6a-9p; Sa,Su: 6a-6p	*no change	---

Note 1: During unoccupied hours systems will cycle, with outside air dampers closed, to maintain unoccupied setpoints.

EXHIBIT B

Energy Services Contract No. 2021-63 (Investment Grade Audit Report)

(Final executed IGA Report; Attached Separately)