



**TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: November 18, 2014

**SUBJECT: APPROVE A DEDUCTIVE CONTRACT CHANGE ORDER FOR PROJECT NOS. 2148 (CONCORD COMMUNITY POOL PUMP AND BOILER RETROFIT) AND 2198 (POLICE DEPARTMENT BUILDING MANAGEMENT SYSTEM) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; APPROVE AMENDMENT #2 TO THE AGREEMENT WITH CHEVRON ENERGY SOLUTIONS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT; ACCEPT THE IMPROVEMENTS FOR VARIOUS ESCO PROJECTS MANAGED BY CHEVRON ENERGY SOLUTIONS COMPANY; AND DIRECT THE CITY CLERK TO FILE NOTICES OF COMPLETION (FUNDED BY: GENERAL FUND)**

**Report in Brief**

In 2011 the City contracted with Chevron Energy Solutions (Chevron) as an Energy Service Company (ESCO) to manage citywide energy efficiency projects. A number of citywide energy saving projects were partially financed through an Equipment Lease/Purchase Agreement with Chevron. The Contract between the City and Chevron specifies that all Change Orders require City Council approval at a regularly scheduled hearing.

Staff recommends that the City Council:

1. Approve a deductive change to the Citywide Energy Services Company Energy Efficiency contract for Project Nos. 2148 (Concord Community Pool Pump and Boiler Retrofit) and 2198 (Police Department Building Management System) and authorize the City Manager to execute the change order;
2. Approve an amendment to the agreement with Chevron extending certain equipment warranties and authorize the City Manager to execute the amendment; and
3. Accept the improvements for various ESCO projects managed by Chevron Energy Solutions Company and direct the City Clerk to file Notices of Completion.

Staff originally brought these actions to the City Council on September 9, 2014, and was directed to provide an overview of the status of the City's streetlights to the Infrastructure and Franchise Committee. At the October 9, 2014 Infrastructure and Franchise Committee meeting staff overviewed the status of the City's streetlights, remaining warranties, and process for addressing streetlight outages. The Committee accepted the report and recommended acceptance of the project.

# **APPROVE A DEDUCTIVE CONTRACT CHANGE ORDER WITH CHEVRON ENERGY SOLUTIONS AND ACCEPT THE IMPROVEMENTS FOR VARIOUS ESCO PROJECTS**

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Since the implementation of the completed ESCO projects, the City of Concord has received approximately \$222,870 in energy savings rebates. In addition, since 2013, the City's energy bills have decreased and reflect approximately \$20,000/month in savings for the street lights, almost \$4,000/month at Concord Community Pool, and additional savings at various facilities improved with the project.

## **Background**

On January 25, 2011 the City Council approved the execution of a contract with Chevron as an ESCO to implement several energy conservation measures, following a comprehensive citywide audit to assess feasible projects. Chevron's Energy Audit identified six viable energy efficiency projects, which are discussed below.

## **Project Updates**

**Project No. 2141 (Energy Efficient Lighting Improvements)** – The original project scope included lighting fixture retrofits throughout the City and within the various parks, including 8,419 streetlights. During the course of site investigations it was determined that seven poles needed to be replaced at Ygnacio Valley Park due to corrosion. Replacement of these poles was not part of the original project work scope, but it was necessary to avoid a safety hazard. A Contract Change Order (CCO) was approved by Council in December 2011 to replace the poles. Additionally, during construction, there were significant "outage" issues associated with the replacement of the streetlight bulbs and ballasts throughout the City. City staff worked with Chevron and the lighting manufacturer (American Green Power) to identify and install equipment that stabilized the streetlight system and extended the warranty for the street lights.

**Project No. 2148 (Concord Community Pool Pump and Boiler Retrofit)** – The original project scope included replacement of the two existing pool water heaters at Concord Community Pool with four new, more efficient, condensing boilers and installing two variable frequency drive pool circulation pumps and motors to provide redundancy for maintenance. The project budget included funding from Measure WW and the Energy Lease Purchase Agreement. A CCO was approved by Council in December 2011 to address an omission in preliminary design drawings and incorporate additional requirements from the Contra Costa County Health Department to increase the water filtration turnover, including: extra piping, an upsize in motors and corresponding variable frequency drive to handle the new turnover rate. Chevron agreed to cover 50% of the cost overrun due to the omission in drawings.

**Project No. 2197 (Replacement of HVAC at Various City Buildings)** – The original project scope of the Chevron contract included the replacement of thirty-two Heating Ventilation and Air Conditioning (HVAC) units at various city facilities including the Civic Center, Human Resources (HR), Library, Centre Concord, Corporation Yard and Mount Diablo Child Care buildings in order to reduce energy usage in these buildings. It also included replacement of the 25+ year old chiller system for the City Council Chambers which used the fountain/moat as a cooling tower. All of the HVAC units and the chiller system were at the end of their useful lives and due for replacement.

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During the design and construction of this project, three changes were identified that were not part of the original project scope. In December 2011, the Council approved a CCO to abate asbestos that was found in the ceiling and walls of the Human Resources building and to construct additional life safety upgrades that were necessary to meet current Building Code requirements.

The Council also approved CCOs to relocate the high efficiency air-cooled chiller that was proposed to be located near the existing emergency generator at the Civic Center to the Wing C building roof and to provide structural upgrades to wings C and D to support the new roof-mounted HVAC units. With vandalism and copper theft on the rise, staff changed the location of this unit from the ground to the roof to reduce the potential for vandalism. This relocation resulted in the need for additional piping and electrical wiring. In order to obtain building permits for the installation of the new units on the roofs, structural calculations were required to demonstrate that the proposed HVAC units could be supported by the existing structure. After review, the structural engineer determined that neither the existing units that were being replaced, nor the proposed energy efficient HVAC units could be properly supported without structural upgrades to the roof, which required fifty-two structural steel posts and associated beams, roof repairs and additional duct revisions around the structural improvements. Additionally, an asbestos pipe was abated in the basement of Wing C, which was tied into the original fountain-cooled chiller.

**Project No. 2198 (Police Department Building Management System)** – There are two components of this project:

Building Maintenance System Repair/Replacement – The original scope for this project included replacement of the Building Management System (BMS), which was over fifteen years old, difficult to operate and problematic when replacement parts were necessary to achieve energy efficiencies. An updated BMS was proposed for this critical facility, which operates twenty-four hours a day/seven days a week, in order to achieve energy savings.

Typically a BMS is tied to all of the vents, controls, mechanical devices and the fire alarm system in order to provide operational efficiencies. At the outset of the project, it was assumed that the mechanical equipment in the Police Department building was in good condition; however, the building was never fully commissioned, nor air-balanced, after original construction was completed. During the site investigation to develop plans for the BMS, a large number of inoperable devices were identified that needed repairs and/or replacement in order to resolve temperature and zone control issues within the Police Department building. Consequently, a change order was approved by Council to resolve these maintenance items so the building could be fully commissioned.

Fire and Life Safety Improvements – During the initial stages of this project, deficiencies in the fire and life safety devices within the Police Department building were identified that prevented the building from achieving a proper air-balance. These deficiencies consequently rendered portions of the fire and life safety system ineffective. A fire protection consultant was engaged to assess the fire and life safety equipment and provide recommendations based on the existing conditions and current code requirements.

Due to the age of the devices, the recommendation was made to replace and update the fire protection system rather than attempt to repair the existing devices. A specification was developed and then bid to fire protection contractors through Chevron. A CCO was approved by Council to replace the aging fire alarm system

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and fire damper actuators in the building in a manner that complemented the HVAC system and the BMS. These upgrades provided safety and energy efficiencies for the Police Department building.

**Project No. 2199 (Replacement Lighting at Various Locations)** – This project provided energy efficient lights within City facilities. After the ESCO contract was executed, exterior lighting upgrades around the Civic Center complex were recommended by building maintenance and Police Department staff for security reasons. The original project scope included induction lamps to replace high pressure sodium (HPS) and metal halide (MH) lamps throughout the City around the exterior of buildings, parking lots and along trails in various parks.

**Project No. 2201 (Solar at Concord Community Park)** – The Concord Community Pool was selected as the most ideal prospect for a successful photovoltaic installation to include in the Phase 1 project, due to high electrical consumption of the pool from the 24/7 operation of the pool circulation pump. Chevron designed and installed a 191 kW solar photovoltaic system for the pool that was constructed on shade structures at two locations. The system consists of two 4-post structures: one structure was located in the tennis courts' parking lot; and the second structure was located in the adjacent field near the public restroom buildings.

**Project No. 2178 (Replacement of Electrical Pull Boxes and Wire at Several City Parks)** – A CCO was approved by Council to add the replacement of stolen copper wire and associated pull boxes that occurred at the following six parks: Cambridge Park, Meadow Homes Park, Len Hester Park, Baldwin Park, Ellis Lake Park and Hillcrest Park, to the ESCO project. The project cost was estimated based on quantities taken from police reports and a preliminary site review. As plans were developed to submit for a Building Permit, the actual field conditions uncovered additional damaged conduits and outdated direct burial wire that required new conduits to be installed. Electrical fuses were added at each park light to comply with Uniform Building Code requirements based on the difference in voltage, and an additional eight rusty light pole bases at Baldwin Park were identified for replacement to ensure public safety.

Unfortunately, after the approval of the CCO, additional wire thefts occurred at Ygnacio Valley Park and at the Civic Center Parking lot (accessed from Willow Pass Road). Staff directed Chevron to include the eleven pull boxes and the approximately 1100-feet of stolen wire at the Civic Center, and the eight pull boxes and 1360-feet of conduit and wire at Ygnacio Valley Park. Chevron prepared the electrical plans needed for a building permit to make this additional repair. An additional CCO was approved by Council to fund the construction, necessary repairs and improvements to address these additional thefts.

Engineering staff and the City Attorney's office worked with the City's insurance carrier to seek insurance coverage for replacement of the stolen wire. A total of \$316,456 in insurance proceeds have been received to date and were used to offset project costs.

Original Contract and Contract Change Orders

The total cost of the original contract with Chevron to complete the identified energy efficiency projects was \$9,852,780. This original contract was funded through ten different funding sources, although the majority of the contract was funded by the Equipment Lease/Purchase Agreement which provided over \$8 million for the project, and is further discussed later in this report. The total cost of approved Change

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Orders to date is \$2,239,476. Attachment 1 summarizes each of the six change orders that have been approved by the City Council to date, and outlines the specific changes and costs.

**Discussion**

Proposed Change Order No. 7. This is a DEDUCTIVE Contract Change Order as agreed upon between Chevron and the City, resulting in cost savings to the City. Chevron provided a proposal that included the deletion of certain work from the project scope. Chevron proposes to pay the City for completing the work through this Deductive CCO, with corresponding amounts as follows:

1. DELETE on ECM-8: Community Pool Boiler Retrofit – Rotate the switch panel for accessibility and to provide readability from the pathway; patch and paint the wall in the boiler room. Lump Sum Amount: **(\$1,100)**
2. DELETE on ECM-10: Police Station BMS – Provide and install maple trim and ceramic tile with matching grout, in PD lobby. Lump Sum Amount: **(\$780)**
3. Construction administration and coordination. Lump Sum Amount: **(\$470)**

**DEDUCTIVE CCO TOTAL AMOUNT: (\$ 2,350)**

With Council approval of this Deductive Change Order, the final contract amount will be decreased (by \$2,350) to \$12,089,906 from \$12,092,256 (Attachment 2).

The original contract amount approved on January 25, 2011 by City Council was \$9,852,780. Contract Change Orders #1 – 7 (as described above) have added a total amount of \$2,237,126 to the original contract. This represents an increase of 22.7% to the original contract.

Contract Amendment No. 2. Staff has inspected the work for compliance with the project plans and specifications. Due to issues related to the boilers at the Concord Community Pool and the street lights throughout the City, Chevron has provided the warranty specified under Section 5 of the Contract with two amendments. Amendment #1 applies to the streetlight warranty for lamps and ballasts, extending the street light warranty thru November 1, 2014 and requiring that Chevron provide a written report (audit) of the City's streetlights, as well as any necessary repairs. Amendment #2 pertains to the repair of Boiler #1 at the Concord Community Pool, and extends the warranty thru January 31, 2015, as further described in Attachment 3.

Chevron has completed all work associated with the ESCO projects and staff has inspected the work for compliance with the project plans and specifications. Staff recommended that the City Council accept the projects and approve the deductive change order on September 9, 2014, and was directed to provide an overview of the status of the City's streetlights to the Infrastructure and Franchise Committee. On October 9, 2014, staff overviewed the status of the City's streetlights, remaining warranties, and process for addressing streetlight outages. Staff advised the Committee that Chevron and their subcontractor, Enlight Energy Efficient Lighting, Inc. (Enlight), agreed to complete an additional audit of the streetlight system, as

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part of Contract Amendment No.2 outlined above, to identify any additional outages that would be addressed by the subcontractor prior to expiration of the labor warranty. Staff then would then review the audit report and add any additional lights that needed to be addressed. The Committee accepted the report and recommended acceptance of the project.

Since the meeting with the Infrastructure and Franchise Committee, Chevron, through their subcontractor, has completed a night audit of the City's streetlight system. Upon review, there were several deficiencies identified. Additionally, Public Works staff coordinated with the Volunteers in Police Services to complete a secondary night assessment of the streetlight inventory to ensure that all faulty streetlights are discovered. Due to the time required to complete the outage report from the night assessment, Chevron and Enlight agreed to extend the period for City reported streetlight outages until November 30th, 2014. The City will provide the final outage report to Chevron and Enlight on or before November 30th, 2014, and Enlight will repair the streetlights within 30 days after receipt of the final vetted report, as well as City Council acceptance of the Chevron/ESCO energy project.

### ESCO Program Acceptance

Chevron has completed all work on the City's ESCO Program, including:

- Project No. 2141 Energy Efficiency Lighting Improvements
- Project No. 2148 Install Back-up Pump at Concord Community Pool
- Project No. 2178 Replacement of Electrical Pull Boxes and Wire at Several City Parks
- Project No. 2197 Replacement of HVAC at Various City Buildings
- Project No. 2198 Police Department Building Management System
- Project No. 2199 Replacement Lighting at Various Locations
- Project No. 2201 Solar at Concord Community Park

### Fiscal Impact

The ESCO program includes a performance guarantee from Chevron that the energy efficiency improvements that have been constructed throughout this project will generate sufficient utility savings to pay for the cost of the improvements. These savings are to be validated through the Maintenance and Verification services agreement which goes into effect after acceptance of the project. If the anticipated energy savings do not occur, Chevron must reimburse the City for the amount of the shortfall.

Since the implementation of the completed ESCO projects, the City of Concord has received approximately \$222,870 in energy savings rebates, and \$316,456 in insurance reimbursements. In addition, since 2013, the City's energy bills have decreased and reflect approximately \$20,000/month in savings associated with the streetlights, almost \$4,000/month at Concord Community Pool, and additional savings at various facilities improved with the project. These savings are based on the average of monthly charges prior to the inception of the ESCO projects vs. current charges. Each of the ESCO projects has produced a monetary savings to the City from reduced energy costs and replaced old non-functional or highly inefficient infrastructure with new systems. At least two of the projects have also improved life safety conditions at City facilities. The City Council will continue to be updated annually on the cost/energy

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savings gained as a result of the ESCO projects as staff monitors the savings to the City to ensure the Chevron guarantee is met.

The original contract with Chevron includes a Measurement and Verification Service that goes into effect on October 1, 2014, after the acceptance of the ESCO projects, and lasts for a period of one year. The fee associated with this service is \$12,078 and will be due within 30 days from the date of the invoice, approximately November 1, 2014. After the agreed upon term of one-year, the City may continue the Measurement and Verification Service, but is under no obligation. There are sufficient current project funds available to pay this upcoming invoice.

**Public Contact**

The Public Hearing Notice and City Council Agenda were posted in accordance with legal requirements.

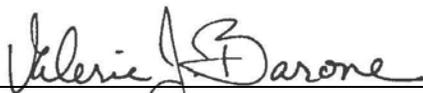
**Recommendation for Action**

Staff recommends that the City Council:

1. Approve a deductive change to the Citywide Energy Services Company Energy Efficiency contract for Project Nos. 2148 (Concord Community Pool Pump and Boiler Retrofit) and 2198 (Police Department Building Management System) and authorize the City Manager to execute the change order;
2. Approve an amendment to the agreement with Chevron extending certain equipment warranties and authorize the City Manager to execute the amendment; and
3. Accept the improvements for various ESCO projects managed by Chevron Energy Solutions Company and direct the City Clerk to file Notices of Completion.

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Reviewed by: Victoria Walker  
Director of Community & Economic Development  
victoria.walker@cityofconcord.org

Attachment 1: Summary of Change Orders to ESCO Projects

Attachment 2: Deductive Contract Change Order No. 7

Attachment 3: Amendment #2 to Chevron Energy Services Contract

**BUDGET ANALYSIS  
ESCO CHANGE ORDER SUMMARY**

|  |                |  |                     |
|--|----------------|--|---------------------|
| <b>Original Chevron Contract</b>             |                |  | <b>\$9,852,780</b>  |
| <b>Contract Change Order #1</b>              |                |  |                     |
| <i>New Scope</i>                             | <i>PJ 2198</i> | Replacement of the Computer Server Room's heating, ventilating, and air conditioning (HVAC) system at the Police Department. | \$219,099           |
| <b>Subtotal</b>                              |                |  | <b>\$219,099</b>    |
| <b>Contract Change Order #2</b>              |                |  |                     |
| <i>New Scope</i>                             | <i>PJ 2199</i> | Add exterior lighting upgrades around the Civic Center complex for security.   | \$37,128            |
| <i>Revise Design</i>                         | <i>PJ 2148</i> | Add extra piping; Upsize motors and corresponding variable frequency drive to handle increase pool water turnover rate.      | \$172,950           |
| <i>Revise Design</i>                         | <i>PJ 2141</i> | Replace seven poles and wiring at Ygnacio Valley Park due to deterioration.  | \$74,055            |
| <i>Revise Design</i>                         | <i>PJ 2197</i> | Add two new split system air conditioning in smaller conference rooms and additional zone controls.                          | \$68,600            |
| <i>Revise Design</i>                         | <i>PJ 2198</i> | Add duct sensors; Replace inoperable variable speed drives for three air handling units to work with VAV boxes.              | \$95,646            |
| <b>Subtotal</b>                              |                |  | <b>\$448,379</b>    |
| <b>Contract Change Order #3</b>              |                |  |                     |
| <i>Change Condition</i>                      | <i>PJ 2197</i> | Asbestos Abatement and Repair in Human Resource building.  | \$100,992           |
| <i>New Scope</i>                             | <i>PJ 2178</i> | Replace copper wire and install vandal resistant Christy Boxes.  | \$474,664           |
| <b>Subtotal</b>                              |                |  | <b>\$575,656</b>    |
| <b>Contract Change Order #4</b>              |                |  |                     |
| <i>Change Condition</i>                      | <i>PJ 2141</i> | Swap out Induction Streetlights for Anycomm Pilot LED lights (No Cost Change).   | \$0                 |
| <b>Subtotal</b>                              |                |  | <b>\$0</b>          |
| <b>Contract Change Order #5</b>              |                |  |                     |
| <i>Change Condition</i>                      | <i>PJ 2197</i> | Upgrade of the structural supports for the HVAC at Civic Center.   | \$153,913           |
| <i>Change Condition</i>                      | <i>PJ 2197</i> | Additional piping/electrical for energy efficient chiller at Civic Center to prevent vandalism.                              | \$25,066            |
| <i>Change Condition</i>                      | <i>PJ 2197</i> | Asbestos abatement and repair to Human Resource building required to install approved HVAC upgrade.                          | \$42,566            |
| <i>Change Condition</i>                      | <i>PJ 2198</i> | Repair of existing equipment associated with Building Management System at Concord Police Department.                        | \$211,125           |
| <i>Change Condition</i>                      | <i>PJ 2198</i> | Fire and Life Safety Improvements at Concord Police Department.  | \$223,210           |
| <i>New Scope</i>                             | <i>PJ 2178</i> | Adjust quantities for copper wire theft and allocate Insurance Proceeds.   | \$252,290           |
| <b>Subtotal</b>                              |                |  | <b>\$908,170</b>    |
| <b>Contract Change Order #6</b>              |                |  |                     |
| <i>New Scope</i>                             | <i>PJ 2148</i> | Install back-up pump at Concord Community Pool   | \$88,172            |
| <b>Subtotal</b>                              |                |  | <b>\$88,172</b>     |
| <b>TOTAL OF CONTRACT CHANGE ORDERS (CCO)</b> |                |  | <b>\$2,239,476</b>  |
| <b>TOTAL OF CONTRACT INCLUDING CCO</b>       |                |  | <b>\$12,092,256</b> |



CITY OF CONCORD  
**CONTRACT CHANGE ORDER**

ORDER NO. 7

SHEET 1 OF 1

FILE NO. ESCO

|  |                                  |
|--|----------------------------------|
| PROJECT NAME<br><b>ESCO Project - ECM 8 and ECM 10</b> | PROJECT NUMBER<br><b>PJ 2198</b> |
|--|----------------------------------|

**TO:** **Chevron Energy Solutions**  
 CONTRACTOR

You are hereby directed to make the herein-described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

**DESCRIPTION OF WORK TO BE DONE**

Description of work to be done (segregated between additional work at contract price, agreed price, and force account), estimate of quantities, and prices to be paid. The percentage shown is the net accumulated increase or decrease from the quantity shown on the bid proposal.

This is a DEDUCTIVE Contract Change Order (CCO) as agreed upon between Chevron Energy Solutions (CES) and the City. CES proposed to the City that certain work will be deleted from the scope of work and that CES will pay the City for completing the work through this Deductive CCO the corresponding amount as follows:

1. DELETE on ECM – 8: Community Pool Boiler Retrofit – Rotate the switch panel for accessibility and to provide readability from the pathway; patch and paint the wall in the boiler room - Lump Sum Amount **(\$1,100.00)**
2. DELETE on ECM – 10: Police Station BMS – Provide and install maple trim and ceramic tile and grout to match existing (at PD lobby)- Lump Sum Amount **(\$780.00)**
3. Construction administration and coordination - Lump Sum Amount **(\$470.00)**

**DEDUCTIVE CCO TOTAL AMOUNT (\$ 2,350.00)**

Therefore, the contract is decreased by (\$2,350) to \$12,089,806 from \$12,092,156. As a result of the above change order, there is no contract time extension.

FUNDS FOR THIS CHANGE ARE/ARE NOT TO BE USED FROM CONTINGENCY.

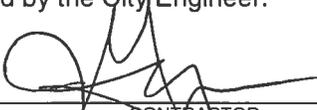
**ESTIMATED COST AND APPROVALS**

|  |      |                                  |   |   |
|--|------|----------------------------------|---|---|
| ESTIMATED COST:<br>DECREASE<br><b>\$2,350.00)</b>  |      | INCREASE<br>\$                   | FUND<br><b>409 9500 C999 74200</b><br><b>409 2198 111 74200</b> | CITY COUNCIL ACTION REQUIRED<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <input checked="" type="checkbox"/> By reason of this change, 0 working days extension of time will be allowed.<br><input type="checkbox"/> Time extension to be determined in accordance with Standard Specifications |      | CHANGE REQUESTED BY              |   | DATE  |
| SUBMITTED/REVIEWED BY<br><br>RESIDENT ENGINEER   | DATE | APPROVED BY<br><br>CITY ENGINEER | DATE  |   |

**CONTRACTOR'S ACCEPTANCE**

I, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that I will provide all equipment, furnish all materials (except as may otherwise be noted above), and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. This change order represents full and fair compensation for the work listed above as to labor, material, equipment and all other costs and I hereby waive all claims for all effects caused by any of the above changes.

NOTE: This Change Order is not effective until approved by the City Engineer.

  
\_\_\_\_\_  
CONTRACTOR

8-11-14  
\_\_\_\_\_  
DATE

**John Gajan**  
**Regional Operations Director**

## SECOND AMENDMENT TO ENERGY SERVICES CONTRACT

This Second Amendment to the Energy Services Contract ("Amendment") is entered into as of August 19, 2014 by and between the City of Concord ("Customer") and Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc. ("Chevron ES"). Customer and Chevron ES are each a "Party" and collectively the "Parties."

Whereas, Customer and Chevron ES entered into that certain Energy Services Contract dated as of January 25, 2011, as amended by the First Amendment to Energy Services Contract dated as of January 24, 2013 (as amended, the "Contract");

Whereas, swimming pool boiler #1 experienced a flame failure in January 2014;

Whereas, there have been intermittent problems with the 40 watt Sylvania lamps and ballasts provided by Chevron ES' subcontractor, Enlight Energy Efficient Lighting ("Enlight");

Whereas, the Parties desire to amend the warranty terms of the Contract as set forth herein.

Now, therefore, Customer and Chevron ES agree as follows:

1. Section 5 of the Contract is amended by adding the following statement:

"Chevron ES shall repair any flame failure of pool boiler #1 through January 31, 2015. Chevron ES shall warrant any such repair against flame failure until (a) three (3) consecutive months have passed without a flame failure, or (b) August 31, 2015, whichever comes first. After January 31, 2015, or, if applicable, the additional warranty period, Customer will be solely responsible for the repair of any boiler failures."

2. Section 5.1 of the Contract, entitled "Streetlight Warranty for Lamps and Ballasts provided by Chevron ES' Subcontractor, Enlight" is hereby amended to read as follows:

"Chevron ES' warranty period for the lamps and ballasts provided by Chevron ES' Subcontractor, EnLight, shall expire November 1, 2014. During such warranty period, Customer shall concurrently notify EnLight and Chevron ES, in writing, of any failed streetlight, and EnLight will replace all 40 watt lamps and/or ballasts that fail with a Sylvania lamp and ballast and all other wattages with the latest AGP product within 72 hours of Customer's written notification of such failure to Chevron ES and EnLight. If a replacement Sylvania lamp and/or ballast fails, Customer shall concurrently notify EnLight and Chevron ES, in writing, of such failure, and EnLight will replace the failed product with a 60 watt AGP lamp and ballast within 72 hours of Customer's written notification of such failure to Chevron ES and EnLight. If the new 60 watt AGP lamps or ballasts exhibit intermittent problems, Customer is responsible for replacing the failed product(s) with new cobra head(s). After November 1, 2014, any product installed shall solely carry the respective manufacturer's warranty, and Customer shall

deal directly and solely with such manufacturer.

The Customer will remove any product that fails. Customer agrees to collect removed product and return it to the respective manufacturer for replacement at the expiration of the Chevron ES lamps and ballasts warranty period. EnLight shall provide a supply of AGP and Sylvania fixtures to the City, 1% of lamps and 2% of ballasts, for use in replacing outages.

Enlight shall survey the lamps and ballasts provided under the Contract for streetlight outages during October 2014 and provide a written report to the Customer no later than November 1, 2014. Enlight shall repair all identified outages within 30 calendar days of Customer acceptance of the written report.”

Except as amended hereby, the Contract remains unchanged and in full force and effect.

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement on the date first written above.

**City of Concord**

**Chevron Energy Solutions  
Company, a division of Chevron  
U.S.A. Inc.**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_