



Ad Hoc Committee Agenda Item #:	III B
Date:	March 21, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Ad Hoc Committee (the “Committee”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	PROP 39 ENERGY EFFICIENCY GRANT CONTRACTS FOR MPS CAMPUSES

## I. Proposed Recommendation(s)

At an earlier Board Meeting, the Facilities Committee was designated by the MPS Board as an Ad Hoc Committee to review and approve Prop 39 energy grant contracts.

Staff recommends and moves that the Ad Hoc Committee approve the Prop 39 contracts listed below under Article III.

## II. Prop 39 Background

MPS applied for and received grants for its schools under the Proposition 39 California Clean Energy Jobs Act (“Prop 39”), a state program providing funding to local educational agencies for improving energy efficiency and creating clean energy jobs. Under Prop 39, all MPS schools except for MSA-Santa Ana received funding. According to Prop 39 rules and regulations, Prop 39 projects must be under contract (aka encumbered) by June 30, 2019. Otherwise, such Prop 39 funds which have already been received must be returned to the State of California.

MPS signed an agreement with First Note Finance, inc. (“FNF”) to manage MPS’s Prop 39 projects. FNF performs site walks, issues RFPs and together with MPS Staff selects a contractor for each scope of work.

## III. The Prop 39 Contracts

The proposed Agreements between MPS and the various vendors are substantially similar except for example the scope of work, vendor party to the contract, and contract price. The form of contract has



been reviewed by MPS's general counsel and found to be acceptable. The contracts are listed below and attached as exhibits.

1. **MSA 1**
  - HVAC -Contract with Emcor for 15 total units (\$209,000) [See Exhibit A]
  - Lighting -Contract with Vector Energy (\$44,834) [See Exhibit B]
2. **MSA 2**
  - Plug Load Management - Contract with ABR Co. (\$4,500.00) [See Exhibit C]
3. **MSA 3**
  - Plug Load Management - Contract with ABR Co. (\$5,850.00) [See Exhibit D]
4. **MSA 4**
  - Plug Load Management - Contract with ABR Co. (\$1,235.00) [See Exhibit E]
5. **MSA 5**
  - Plug Load Management - Contract with ABR Co. (\$3,300.00) [See Exhibit F]
6. **MSA 6**
  - Lighting-Contract with Regreen (\$14,929.61) [See Exhibit G]
  - Solar-Contract with Simply Solar (\$42,000) [See Exhibit H]
7. **MSA 7**
  - Lighting -Contract with Regreen (\$17,626.50) [See Exhibit I]
  - Cool Roof -Contract with Arithane (\$112,889) [See Exhibit J]
  - Plug Load Management - Contract with ABR Co. (\$3,500.00) [See Exhibit K]
8. **MSA 8**
  - Plug Load Management - Contract with ABR Co. (\$9,600.00) [See Exhibit L]
9. **MSA San Diego**
  - Plug Load Management - Contract with ABR Co. (\$2,025.00) [See Exhibit M]

Most of the contract are for plug load management the scope of work of which is generally described as follows:

[T] he reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.



The scope of work of lighting contracts is generally described as follows:

The Work ... necessary to perform a comprehensive, turnkey, LED Lighting Retrofit for exterior lighting fixtures, including all equipment and materials, installation labor, any sensors and controls necessary for permit or regulatory compliance, permitting, securing Los Angeles Department of Water & Power (LADWP) rebates, customer acceptance, and warranty.

The scope of work for the single solar contract for MSA-6 is generally described as follows:

The ... construction work necessary to provide turnkey engineering, design, permitting, installation, startup, system commissioning and rebate support for a 9.943 kW AC CEC Solar Photovoltaic System ....

The scope of work for the single HVAC contract for MSA-1 is generally described as follows:

The Work is generally described as the construction work necessary to provide turnkey installation of eighteen (15) total Packaged Rooftop Heat Pump Systems & Split System Heat Pumps. These replacement units shall be SEER-15 or better, and will replace (10) existing rooftop units located on the roof of the building & (5) Split System Heat Pumps. If the equipment is rated in EER, not SEER, the systems shall be EER 12.2 or better. The project is to be implemented as soon as possible as determined by school client. Includes development of all documentation required for permit from the local jurisdiction, a full one (1) year replacement labor warranty and warranty to commence upon startup of equipment. In addition, a 1-year factory warranty on the complete unit.

#### **IV. Budget Impacts**

All costs for the energy efficiency upgrades will be paid with Prop 39 funds previously received by MPS. In the event that LAUSD charges any fees for approving the upgrades, Staff will consult with the school site team and MPS finance to determine whether any such fees can be paid from the school's operating budget or whether the improvements can be downsized so that Prop 39 funds can be used to pay such fees.

The cost of the removing and replacing the parking lot pavement (PCI 023) would be paid for from a line item allowance carried by the project in the amount of \$125,000. Therefore, this PCI will not impact the overall budget by increasing costs beyond what was budgeted for various categories of work.

Exhibits (attachments): See Article III. above



Exhibit A

HVAC -Contract with Emcor for 15 total units (\$209,000)

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 6th day of March 2019.

**B E T W E E N** the Owner:

Magnolia Science Academy 1  
18238 Sherman Way  
Reseda, CA 91335

and the Contractor:

Mesa Energy Systems, Inc.  
Aaron Fletcher  
2 Cromwell  
Irvine, CA 92618  
Tel: (949) 460 - 0460  
Email: [jdavie@emcor.net](mailto:jdavie@emcor.net)

the Project is:

Magnolia Science Academy 1  
18238 Sherman Way  
Reseda, CA 91335

The Owner and Contractor agree as follows.

## **ARTICLE 1 THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey installation of eighteen (15) total Packaged Rooftop Heat Pump Systems & Split System Heat Pumps. These replacement units shall be SEER-15 or better, and will replace (10) existing rooftop units located on the roof of the building & (5) Split System Heat Pumps. If the equipment is rated in EER, not SEER, the systems shall be EER 12.2 or better. The project is to be implemented as soon as possible as determined by school client. Includes development of all documentation required for permit from the local jurisdiction, a full one (1) year replacement labor warranty and warranty to commence upon startup of equipment. In addition, a 1-year factory warranty on the complete unit.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence

## **ARTICLE 2 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## **ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

**3.2** The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

## **ARTICLE 4 BASIS FOR PAYMENT**

### **4.1 CONTRACT SUM**

**4.1.1** The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

## **ARTICLE 5**

### **5.1 PROGRESS PAYMENTS**

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

### **5.2 FINAL PAYMENT**

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor

work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

## **ARTICLE 6 THE CONTRACT DOCUMENTS**

**6.1** The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

**6.2** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

## **ARTICLE 7 OWNER**

### **7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Contractor shall pay for the building permit and final inspection. Owner shall pay other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

### **7.2 OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **7.3 OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.



## **ARTICLE 8 CONTRACTOR**

**8.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**8.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**8.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **8.4 WARRANTY**

**8.4.1** The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

**8.4.2** Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

### **8.5 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

## **ARTICLE 9 CHANGES IN THE WORK**

**9.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

**10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

**10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with school pupils until such time as Contractor has verified in writing to the Owner that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

**ARTICLE 11 INSURANCE**

**11.1 CONTRACTOR’S LIABILITY INSURANCE**

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS**

### **12.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

### **12.2 GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

### **12.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

## **ARTICLE 13 INDEMNIFICATION**

**13.1** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or

omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

**ARTICLE 14      DISPUTES**

**14.1** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research Foundation  
dba Magnolia Public Schools

Mesa Energy Systems, Inc.

\_\_\_\_\_  
OWNER (Signature)

By: Alfredo Rubalcava  
Its: Chief Executive Officer &  
Superintendent

\_\_\_\_\_  
CONTRACTOR (Signature)

By: Harry Archung  
Its: Vice President  
611215  
\_\_\_\_\_  
License Number

**Form of TASK ORDER**

**Scope of Work and Schedule**

Facility: Magnolia Science Academy 1

Address: 18238 Sherman Way, Reseda, CA 91335

**Primary Contact for Site:** Mustafa Sahin, Tel: (818) 609-0507; Email: [msahin@magnoliapublicschools.org](mailto:msahin@magnoliapublicschools.org)

**Project Manager Name and Contact Info:**

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: [James@FirstNoteFinance.com](mailto:James@FirstNoteFinance.com)

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: [Amanda@FirstNoteFinance.com](mailto:Amanda@FirstNoteFinance.com)

**Project Manager Name and Contact Info for CONTRACTOR:**

Justin Davie, Tel: (949) 447-6044; Email: [jdavie@emcor.net](mailto:jdavie@emcor.net)

**Scope of Work Narrative:**

This project includes the turnkey (Design-Build) Engineering, Design, Electrical, permitting, Installation, and Commissioning Support of ten (10) existing rooftop units located on the roof of the building & five (5) Split System Heat Pumps. The split system heat pumps include the installation of 5 new line sets with new condensate lines for RTUs.

Additionally, the kWh savings in the CEC approved plan for this scope is 38,554 kWh/year. The energy savings of the project shall be within 15% of 38,554 kWh/year.

The new equipment will have the following specifications:

1. Rooftop Packaged Heat Pumps (10) Total:
  - i. (1) Two Ton Day and Night Commercial Light Model PHR524000K
    - 15 SEER
    - R410A
    - 208-1-60
    - Direct Drive
    - Economizer
    - New disconnects
  - ii. (9) Five Ton Day and Night Commercial Light Model PHR560000H

- 15 SEER
- R410A
- 208-3-60
- Direct Drive
- Economizers
- New disconnects

2. Split System Heat Pumps (5) Total:

i. (3) 1.5 Ton Day and Night Model NXH618GKA

- 16 SEER
- R410A
- 208-1-60
- New Disconnects

ii. (2) Three Ton Day and Night Model N4H436GHG

- 15 SEER
- R410A
- 208-1-60
- New Disconnects

**Warranty**

Undersigned agrees to repair and/or replace any or all such work that may prove defective in workmanship and/or material within one a period of one (1) Full Year from the Substantial Competition date. In the event the undersigned fails to comply with warranty conditions within a reasonable time period, as determined by Magnolia Science Academy 1, but no later than ten (10) calendar days after written notification by Magnolia Science Academy 1, the undersigned authorizes Magnolia Science Academy 1 to proceed to have said defects repaired at the expense of the undersigned.

- 1 Year Warranty on Materials
- 1 Year Warranty on Labor



**Inclusions and Exclusions**

Checked items below are included in this proposal; non-checked items are excluded.

<b>Engineering, Permits &amp; Bonds</b>			
Mechanical Engineering	<input checked="" type="checkbox"/>	Structural Engineering	<input checked="" type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>	Plan Check Fees	<input type="checkbox"/>
Mechanical Permits	<input checked="" type="checkbox"/>	Electrical Permits	<input type="checkbox"/>
Structural Permits	<input type="checkbox"/>	Street Closure Permits	<input checked="" type="checkbox"/>
Performance Bond	<input type="checkbox"/>	Architectural Drawings	<input type="checkbox"/>
<b>Rigging and Specialty Rentals</b>			
Rigging	<input checked="" type="checkbox"/>	Scissor Lift as Required	<input type="checkbox"/>
Helicopter	<input type="checkbox"/>	Other:	<input type="checkbox"/>
<b>Additional Services</b>			
Comfort Air Balance	<input type="checkbox"/>	Certified Air Balance	<input type="checkbox"/>
Water Balance	<input type="checkbox"/>	Certified Water Balance	<input type="checkbox"/>
Recover Refrigerant Per EPA Guideline	<input checked="" type="checkbox"/>	Dispose of old Equipment	<input checked="" type="checkbox"/>
<b>Project to be Performed at the Below Listed Times</b>			
Normal Business Hours (M-F 7 am to 5 pm)	<input checked="" type="checkbox"/>	Overtime (non-Normal Business Hours)	<input type="checkbox"/>
Normal Hours and Overtime	<input type="checkbox"/>	Other:	<input type="checkbox"/>
<b>Specialty Trades</b>			
Electrical	<input checked="" type="checkbox"/>	Abatement	<input type="checkbox"/>
Framing of Curbs & Openings	<input type="checkbox"/>	Duct Cleaning	<input type="checkbox"/>
Re-roofing	<input type="checkbox"/>	Seismic Upgrades	<input type="checkbox"/>
Insulation of New Ducting (As Required)	<input checked="" type="checkbox"/>	Insulation of New Piping (As Required)	<input type="checkbox"/>
Coring	<input type="checkbox"/>	X-Ray Prior to Coring	<input type="checkbox"/>
<b>Project Completion</b>			
Start Up and Commissioning	<input checked="" type="checkbox"/>	Factory Start Up	<input type="checkbox"/>
Operation & Maintenance Manuals	<input checked="" type="checkbox"/>	As Built Drawings	<input type="checkbox"/>
<b>Additional Components</b>			
New Programmable Digital Thermostat (OPTION)	<input checked="" type="checkbox"/>	EMCOR Retains All Salvage Rights	<input checked="" type="checkbox"/>
Smoke Detectors in Supply Duct	<input type="checkbox"/>	Smoke Detectors Return Ducts	<input type="checkbox"/>
<b>Warranties</b>			
90-Day Labor and Materials from Date of Beneficial Use	<input type="checkbox"/>		<input type="checkbox"/>
One (1) year Labor and Materials from Date of Beneficial Use	<input type="checkbox"/>		<input checked="" type="checkbox"/>

CONTRACTOR will install the following equipment and ensure that the SEER-15 (e.g. > EER 12) specification for each system is validated with an ARI certificate.

**Project Budget:** \$ 209,000.00

The project budget includes all costs of all contractors, including mechanical, electrical, permits, materials, supplies, demolition... everything.

**Product Cut Sheets:**

A comprehensive set of project cut sheets will be submitted by CONTRACTOR. Please see link below for a comprehensive set of project cut sheets.

<https://www.dropbox.com/s/5es44qnuvwmg4rm/MSA%20SCHOOL%20SUBMITTAL%20BUNDLE%201-15-19.pdf?dl=0>



**Exhibit B**

**Price and Payment Terms**

**Fixed Turnkey Price: \$209,000.00**

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead.)

**Payment Terms:**

- 30% mobilization fee: \$62,700.00 (required upon execution of this Agreement)
- Remaining balance due upon completion of the work. Net 30 days.
- If only parts of the project are complete, and other parts delayed, payment will be subject to the schedule of values below.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Invoice #2. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Conditional Waiver and Release upon Progress Payment (California Civil Code 8132) to be submitted with each invoice.
- Unconditional Waiver and Release upon Progress Payment (California Civil Code 8134) is required from all equipment suppliers and/or subcontractors for payment of Invoice #2.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

**Schedule of Values:**

Invoice	Milestone	%	Amount
1	Mobilization	30%	\$62,700.00
2	Rooftop HP & Split System HP Unit Procurement	60%	\$125,400.00
3	Warranty, O&M, Closeout Paperwork	10%	\$20,900.00

**Total: \$209,000.00**

**Exhibit C**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit B

Lighting -Contract with Vector Energy (\$44,834)

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 30<sup>th</sup> day of January 2019.

B E T W E E N the Owner:

Magnolia Science Academy 1  
18238 Sherman Way  
Reseda, CA 91335

and the Contractor:

Vector Energy Group  
17337 Ventura Blvd. Suite 304  
Encino, CA 91316  
Tel: (818) 600-4348  
[agancman@vectorenergygroup.com](mailto:agancman@vectorenergygroup.com)

the Project is:

Magnolia Science Academy 1  
18238 Sherman Way  
Reseda, CA 91335

The Owner and Contractor agree as follows.

**ARTICLE 1 THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to perform a comprehensive, turnkey, LED Lighting Retrofit for all lighting fixtures, both Interior and Exterior fixtures, including all equipment and materials, installation labor, any sensors and controls necessary for permit or regulatory compliance, permitting, securing Los Angeles Department of Water & Power (LADWP) rebates, customer acceptance, and warranty.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence.

**ARTICLE 2 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

**3.2** The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**ARTICLE 4 BASIS FOR PAYMENT**

**4.1 CONTRACT SUM**

**4.1.1** The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

**ARTICLE 5**

**5.1 PROGRESS PAYMENTS**

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

## **5.2 FINAL PAYMENT**

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable fifteen (15) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

## **ARTICLE 6 THE CONTRACT DOCUMENTS**

**6.1** The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

**6.2** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

## **ARTICLE 7 OWNER**

### **7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

### **7.2 OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **7.3 OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

## **ARTICLE 8 CONTRACTOR**

**8.1** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the

Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**8.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**8.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### **8.4 WARRANTY**

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

#### **8.5 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

### **ARTICLE 9 CHANGES IN THE WORK**

**9.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

### **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor



shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

## **10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

### **10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with school pupils until such time as Contractor has verified in writing to the Owner that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

## **ARTICLE 11 INSURANCE**

### **11.1 CONTRACTOR’S LIABILITY INSURANCE**

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractors operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for shows acts any of them may be liable:

- Workers Compensation and Employers Liability Insurance with limits of not less than required by law.
- Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including
- Personal Injury, including accidental death, with limits of not less than One Million Dollar (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;

- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability – One Million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS**

### **12.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

### **12.2 GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

### **12.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

## **ARTICLE 13 INDEMNIFICATION**

**13.1** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

## **ARTICLE 14 DISPUTES**

**14.1** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim

submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research  
Foundation dba Magnolia Public Schools

Vector Energy Group

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: Alfredo Rubalcava  
Its: Chief Executive Officer &  
Superintendent

By: Al Gancman  
Its: President  
License Number: 988062

**TASK ORDER  
Exhibit A**

**Scope of Work and Schedule**

Facility: Magnolia Science Academy 1

Address: 18238 Sherman Way, Reseda, CA 91335

**Primary Contact for Site:** Mustafa Sahin, Tel: (818) 609-0507; Email: [msahin@magnoliapublicschools.org](mailto:msahin@magnoliapublicschools.org)

**Project Manager Name and Contact Info:**

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: [James@FirstNoteFinance.com](mailto:James@FirstNoteFinance.com)

Michelle Nguyen, First Note Finance *inc*; Cell: (619) 381-03596; Email: [Michelle@FirstNoteFinance.com](mailto:Michelle@FirstNoteFinance.com)

**Project Manager Name and Contact Info for CONTRACTOR:**

Al Gancman, Vector Energy Group, Tel: (818) 600-4348, Email: [agancman@vectorenergygroup.com](mailto:agancman@vectorenergygroup.com)

**Scope of Work Narrative:**

CONTRACTOR shall perform a comprehensive, turnkey, LED Lighting Retrofit for all lighting fixtures, both Interior and Exterior, including all equipment and materials, installation labor, any sensors and controls necessary for permit or regulatory compliance, permitting, securing LADWP rebates, customer acceptance, and warranty. CONTRACTOR shall perform its own site survey and provide Owner with a scope and price proposal prior to executing this contract. The site survey shall be of sufficient detail to capture in advance any potential change orders, including but not limited to emergency lighting, battery backups, product compatibility with compact fluorescent ballasts, occupancy sensor integration, and/or product voltage compatibility. The annual kWh energy savings of the CONTRACTOR proposed systems shall be within 15% of the calculated energy savings of 31,484 kWh in order to adhere to the CA Proposition 39 funding guidelines. For fluorescent tube fixture retrofits, the Owner's preference is a line-voltage LED replacement where the fluorescent ballasts are removed. CONTRACTOR shall prepare and submit rebate applications and assist Owner with collection of the rebates, even after the on-site work is complete and accepted. The scope of work includes retrofit to LED Lighting for all Interior and Exterior lighting fixtures given in Tables 1A on the following pages. Product cut sheets for the new LED Lamps and/or LED fixtures are provided starting Page 11 of this Agreement.

**Warranty**

Materials (Manufacturer Coverage): 5yrs.

Labor (Vector Energy Group):

Vector Energy Group hereby guarantees the work to the full extent provided in the **Contract Documents**. Vector Energy Group, Inc shall remove, replace, and/or repair at own expense and at the convenience of the owner any faulty, defective, or improper work, material or equipment discovered within **one (1) Year** from the date of acceptance of the Project as a whole by the architect and owner, or for such longer period as may be provided in the **Contract Documents**.

Without limitation by the foregoing, Vector Energy Group shall pay in addition for all damage to the project resulting from defects in the Work and all costs and expenses necessary to correct, remove, replace, and/or repair the Work and any other work or property which may be damaged in correcting, removing, replacing, or repairing the Work.

**Bill of Materials:**

MAGNOLIA 1 - BILL OF MATERIALS						Units	Units
Item	SCOPE	Location	Existing	VECTOR RETROFIT	Fixtures	Before	After
1	IN SCOPE	VARIOUS	NONE	Sensor-Wireles (Lutron+2 Switches)	11		
2	IN SCOPE	VARIOUS	NONE	Sensor - High Quality Wall Sensor	18		
3	IN SCOPE	VARIOUS	NONE	Sensor - Regular Wall Sensor	8		
4	IN SCOPE	VARIOUS	EMERGENCY FIXTURES	Fulham EM ballast ((CEC 750lm version)	29		
5	IN SCOPE	VARIOUS	2lamp U Bends	Green Creative 17w UBEND Bypass	307	614	614
6	IN SCOPE	VARIOUS	2lamp 4' T8	SYLVANIA 10W LED 4' T8 Bypass	15	30	30
7	IN SCOPE	VARIOUS	3lamp 4' T8	SYLVANIA 10W LED 4' T8 Bypass	56	168	168
8	IN SCOPE	VARIOUS	INCANDESCENT	LED LAMP	11	15	15
9	IN SCOPE	VARIOUS	2LAMP 26 CFL	LED 4 PIN VERTICAL LAMP	16	32	32
10	IN SCOPE	VARIOUS	150 W FLOOD	FLS 20 Maxlite Flood	1	1	1
11	IN SCOPE	VARIOUS	150 W WALPACKS	WPS 28w wallpacks	3	3	3
12	EXTRA	VARIOUS	2lamp 4' T8	SYLVANIA 10W LED 4' T8 Bypass	10	20	20
13	EXTRA	VARIOUS	2lamp U Bends	Green Creative 17w UBEND Bypass	2	4	4
					409	863	863

In addition, 37 sensors, separated into 3 types.

- a. 11 wireless sensors (Lutron + 2 switches)
- b. 18 High Quality Lutron Wall Sensor
- c. 8 Regular Lutron Wall Sensor

**Project Budget: \$44,834.00**

(The PROJECT MANAGER will provide a dollar amount which is the maximum project budget here. This is the maximum amount of project funding secured through the Proposition 39 application.)

**Tabular Listing of the Work to be Performed:**

Interior: Line Voltage LED Tubes:	\$ 23,425.00
Interior: LED Bulbs:	\$ 1,636.00
Exterior: LED Retrofit:	\$ 2,942.00
Interior: Lighting Occupancy Controls:	\$ <u>18,831.00</u>
<b>Total LED Retrofit:</b>	<b>\$ 44,834.00</b>

**Schedule:** The LED lighting project is requested to be undertaken during after regular school hours.

**Product Cut Sheets:**

A comprehensive set of projects cut sheets will be submitted by CONTRACTOR and included here by reference attachment.

The link name is

**<https://drive.google.com/open?id=15bGNIE2Naw6xgwP7kGXoZqlxyWF4r-16>**

**Exhibit B**

**Price and Payment Terms**

**Fixed Turnkey Price: \$44,834.00**

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead. CONTRACTOR's price shall be in conformance with its bid that it submitted with the RFQ.)

**Payment Terms:**

- One final invoice per the following Schedule of Values. Payment terms at net 15 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Final Invoice. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) is required from all equipment suppliers and/or subcontractors for final payment.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

**Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19**

**Schedule of Values:**

A	B	C
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
1	<u>Magnolia Science Academy 1</u>	
	LED EQUIPMENT	\$20,382.00
	LABOR COSTS	\$24,452.00
	TOTAL	\$44,834.00
	<b>GRAND TOTALS</b>	<b>\$44,834.00</b>

Bid Form & Schedule of Values for OPTION A - LINE VOLTAGE LED LAMP RETROFIT APPROACH

DATE 1/28/2019 COMPANY VECTOR ENERGY GROUP, LLC EMAIL agancman@vectorenergygroup.com

NAME AL GANCMAN, PRESIDENT TELEPHONE 310-991-2017

**MAGNOLIA SCIENCE ACADEMY 1**

OPTION A	LINE VOLTAGE LAMP RETROFIT APPROACH	PRICE OF				TOTAL	SCHEDULE OF VALUES (5)	ESTIMATED REBATES (6)	PAYER OF REBATES (7)
		INTERIOR FLUORESCENT TUBE FIXTURE RETROFIT (1)	INTERIOR BULB RETROFIT (2)	INTERIOR LIGHTING RETROFIT (3)	OCCUPANCY SENSORS (4)				
1	MAGNOLIA SCIENCE ACADEMY 1 LIGHTING PRODUCTS	\$ 11,725.00	\$ 819.00	\$ 925.00	\$ 6,913.00	\$ 20,382.00	45%	\$ 8,368.89	LADWP
2	MAGNOLIA SCIENCE ACADEMY 1 INSTALLATION LABOR, LAMP & BALLAST DISPOSAL & EMERGENCY BALLASTS	\$ 11,700.00	\$ 817.00	\$ 2,017.00	\$ 9,918.00	\$ 24,452.00	55%		
3	MAGNOLIA SCIENCE ACADEMY 1 COST OF PERMITS AND INSPECTIONS								
	<b>TOTAL TURNKEY FIXED PRICE</b>		\$ 1,636.00	\$ 2,942.00	\$ 16,831.00	\$ 44,834.00	<b>100%</b>		

Please list the DLC product numbers for the lighting products included in option A - Line Voltage LED Lamp Retrofit Approach table above

DLC Number	Model Number	Product Description and Lamp or Fixture Lumens	INCLUDES INTEGRATED AREA CONTROLS OR OCCUPANCY SENSING? (YES / NO)	INCLUDES INTEGRATED DIMMING CONTROLS? (YES / NO)	PRODUCT CUT SHEET PROVIDED WITH BID? (YES / NO)
PLDUCDLE7QGO	17T8U6/840/BYP	T8 U-BENT 17w BYPASS	NO	NO	YES
PLYX19CCA0SU	LED12T8/L48/FG/841/SUB/BF	4' LINEAR T8 12w BYPASS	NO	NO	YES
P3MSKVQ3	HV-V-G24Q-B-11W-840-G4	11W 4 PIN LED LAMP	NO	NO	YES
PW6QQBE4	FLS20U50B	20W LED FLOOD LIGHT	YES	YES	YES
P2VACXHV	WPS28BU50B	28W LED WALL PACK	YES	YES	YES
ENERGY STAR	LED10A19/DIM/O/940/U/B	10W LED A LAMP	NO	NO	YES
LUTRON SENSOR	MRF25-6L	LUTRON SENSOR	NO	NO	YES
WALLMOUNT SENSOR	LRF2-VHLB-P-WH	WALL MOUNT SENSOR	NO	NO	YES

I, Al Gancman, am qualified to make this bid offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (Magnolia Science Academy 1), or its designated Energy Manager (First Note Finance Inc) may reject this bid if it is not responsive, complete or submitted in time.



**Exhibit C**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit C

Plug Load Management - Contract with ABR Co. (\$4,500.00)

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 31<sup>st</sup> day of August 2018.

**B E T W E E N** the Owner: Magnolia Science Academy 2

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 4,500.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 2

ABR Co.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

GNB32014-03332  
License Number

The Owner and Contractor agree as follows.

**1. THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H” ) to this Contract, and the terms and conditions of the Task Order will take precedence.

**2. RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**4. BASIS FOR PAYMENT**

**4.1. CONTRACT SUM**

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

## 5. PAYMENTS

### 5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

### 5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

**6. THE CONTRACT DOCUMENTS**

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**7. OWNER**

**7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER**

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2. OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **7.3. OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

## **8. CONTRACTOR**

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

## **8.4. WARRANTY**

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

**8.5. CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, equipment, machinery and surplus material.

**9. CHANGES IN THE WORK**

9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

**10. PROTECTION OF PERSONS AND PROPERTY**

**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

**10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

10.2.1. Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.



**11. INSURANCE**

**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**12. MISCELLANEOUS PROVISIONS**

**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2. GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

### **12.3. TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

### **13. INDEMNIFICATION**

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

### **14. DISPUTES**

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

**TASK ORDER**

**Exhibit A**

**Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy 2</u>
<u>Address:</u>	<u>17125 Victory Blvd., Van Nuys CA 91406-5455</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co. (916) 990-3030 Mason.Abr@Gmail.com

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Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 4,500.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

## Detail of Work To Be Performed

### For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

### For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

### Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

### Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Work to be Performed			
Quantity	Scope of Work	Comments	
Program Desktop Computers to Sleep During Unoccupied Hours			
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours			
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods			
Install Hardware to Turn off Other Devices			

**Exhibit B**

**Price and Payment Terms**

Proposition 39 Funds: \$ 4,500.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 4,500.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

**Exhibit C**

**Retainer Invoice**

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 4,500.00
<b>B) Balance Due</b>	<b>\$ 2,250.00</b>

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

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CONTRACTOR (Printed)

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CONTRACTOR (Signature)

---

DATE

**Exhibit D**

**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 4,500.00
B) Retainer Payment	\$ 2,250.00
<b>C) Remaining Balance Due</b>	<b>\$ 2,250.00</b>

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

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CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
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**Exhibit E1**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

**Exhibit E2**

**Contractor Information for PWC 100 Reporting Form**

<b>Name</b>	ABR CO.
<b>Address</b>	4125 Temescal St., Suite K Fair Oaks, CA 95628
<b>Email</b>	<a href="mailto:bill_dba@sbcglobal.net">bill_dba@sbcglobal.net</a> <a href="mailto:Mason.abr@gmail.com">Mason.abr@gmail.com</a>
<b>License No.</b>	GNB32014-03332
<b>Registration No. from DIR</b>	1000043415
<b>Project Name</b>	Plug Load Management
<b>Project Description</b>	Reduction of energy usage via software and hardware solutions
<b>Project Cost</b>	<b>\$ 4,500.00</b>
<b>Estimated Start Date</b>	_____
<b>Estimated Completion Date</b>	_____
<b>Project Superintendent Name</b>	Mason Johnson
<b>Classification</b>	Sound/Comm

**Exhibit F**

**Warranty of Work Performed**

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

---

CONTRACTOR (Printed)

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CONTRACTOR (Signature)

---

DATE

Exhibit G

Sample Certificate of Contractor's Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Nancy E. Leighton Leighton Insurance Associates, Inc.	<b>CONTACT NAME:</b> Nancy Leighton <b>PHONE (A/C, Mr, Ext):</b> 016-800-1144 <b>FAX (A/C, Mr):</b> 916-680-5263 <b>E-MAIL ADDRESS:</b> nancy.leighton@sbcglobal.net
<b>INSURED:</b> A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Alain Specialty Insurance Company NAIC # 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
			INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
		UMBRELLA LIME EXCESS LIME LEAD <input type="checkbox"/> NON-LEADS <input type="checkbox"/> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU <input type="checkbox"/> OTH <input type="checkbox"/> LIME LIMITS <input type="checkbox"/> LIME \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces  
 Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.

<b>CERTIFICATE HOLDER</b> ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON
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**Exhibit H**

**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy 2
Address	17125 Victory Blvd., Van Nuys CA 91406-5455
CDS Code (14 Digit Code)	19 64733 0115212

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Computers and Hardware Performed

Computers and Hardware Performed		
Quantity	Comments	
Macintosh / Apple		
Linux		
Windows		
Plug Loads		



Exhibit D

Plug Load Management - Contract with ABR Co. (\$5,850.00)

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 31<sup>st</sup> day of August 2018.

**B E T W E E N** the Owner: Magnolia Science Academy 3

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 5,850.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 3

ABR Co.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

GNB32014-03332  
License Number

The Owner and Contractor agree as follows.



**1. THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H” ) to this Contract, and the terms and conditions of the Task Order will take precedence.

**2. RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**4. BASIS FOR PAYMENT**

**4.1. CONTRACT SUM**

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

## 5. PAYMENTS

### 5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

### 5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

**6. THE CONTRACT DOCUMENTS**

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**7. OWNER**

**7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER**

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2. OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **7.3. OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

## **8. CONTRACTOR**

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

## **8.4. WARRANTY**

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

**8.5. CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, equipment, machinery and surplus material.

**9. CHANGES IN THE WORK**

9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

**10. PROTECTION OF PERSONS AND PROPERTY**

**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

**10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

10.2.1. Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

**11. INSURANCE**

**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**12. MISCELLANEOUS PROVISIONS**

**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2. GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

### **12.3. TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

### **13. INDEMNIFICATION**

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

### **14. DISPUTES**

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

**TASK ORDER**

**Exhibit A**

**Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy 3</u>
<u>Address:</u>	<u>1254 East Helmick Street, Carson, CA 90746-3164</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co.                      (916) 990-3030                      Mason.Abr@Gmail.com

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Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 5,850.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.



## Detail of Work To Be Performed

### For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

### For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

### Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

### Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Work to be Performed			
Quantity	Scope of Work	Comments	
	Program Desktop Computers to Sleep During Unoccupied Hours		
	Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours		
	Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods		
	Install Hardware to Turn off Other Devices		

**Exhibit B**

**Price and Payment Terms**

Proposition 39 Funds: \$ 5,850.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 5,850.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

**Exhibit C**

**Retainer Invoice**

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 5,850.00
<b>B) Balance Due</b>	<b>\$ 2,925.00</b>

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

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CONTRACTOR (Printed)

---

CONTRACTOR (Signature)

---

DATE

**Exhibit D**

**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 5,850.00
B) Retainer Payment	\$ 2,925.00
<b>C) Remaining Balance Due</b>	<b>\$ 2,925.00</b>

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

---

CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
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**Exhibit E1**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

**Exhibit E2**

**Contractor Information for PWC 100 Reporting Form**

<b>Name</b>	ABR CO.
<b>Address</b>	4125 Temescal St., Suite K Fair Oaks, CA 95628
<b>Email</b>	<a href="mailto:bill_dba@sbcglobal.net">bill_dba@sbcglobal.net</a> <a href="mailto:Mason.abr@gmail.com">Mason.abr@gmail.com</a>
<b>License No.</b>	GNB32014-03332
<b>Registration No. from DIR</b>	1000043415
<b>Project Name</b>	Plug Load Management
<b>Project Description</b>	Reduction of energy usage via software and hardware solutions
<b>Project Cost</b>	<b>\$ 5,850.00</b>
<b>Estimated Start Date</b>	_____
<b>Estimated Completion Date</b>	_____
<b>Project Superintendent Name</b>	Mason Johnson
<b>Classification</b>	Sound/Comm

**Exhibit F**

**Warranty of Work Performed**

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

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CONTRACTOR (Printed)

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CONTRACTOR (Signature)

---

DATE



Exhibit G

Sample Certificate of Contractor's Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Nancy E. Leighton Leighton Insurance Associates, Inc.	<b>CONTACT NAME:</b> Nancy Leighton <b>PHONE (A/C, Mr, Ext):</b> 016-800-1144 <b>FAX (A/C, Mr):</b> 916-680-5263 <b>E-MAIL ADDRESS:</b> nancy.leighton@sbcglobal.net
<b>INSURED:</b> A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Alain Specialty Insurance Company NAIC # 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
			INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
		UMBRELLA LIMIT <input type="checkbox"/> EXCESS LIMIT <input type="checkbox"/> LEAD <input type="checkbox"/> NON-LEADS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU <input type="checkbox"/> OTH <input type="checkbox"/> EMP LIMITS <input type="checkbox"/> EMP <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces  
 Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.

<b>CERTIFICATE HOLDER</b> ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON
---	---

**Exhibit H**

**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy 3
Address	1254 East Helmick Street, Carson, CA 90746-3164
CDS Code (14 Digit Code)	19 64733 0115030

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Computers and Hardware Performed

Computers and Hardware Performed		
Quantity	Comments	
Macintosh / Apple		
Linux		
Windows		
Plug Loads		



Exhibit E

Plug Load Management - Contract with ABR Co. (\$1,235.00)

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 31<sup>st</sup> day of August 2018.

**B E T W E E N** the Owner: Magnolia Science Academy 4

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 1,235.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 4

ABR Co.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

GNB32014-03332  
License Number

The Owner and Contractor agree as follows.

**1. THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H” ) to this Contract, and the terms and conditions of the Task Order will take precedence.

**2. RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**4. BASIS FOR PAYMENT**

**4.1. CONTRACT SUM**

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

## 5. PAYMENTS

### 5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

### 5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

**6. THE CONTRACT DOCUMENTS**

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**7. OWNER**

**7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER**

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2. OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.



### **7.3. OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

## **8. CONTRACTOR**

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

## **8.4. WARRANTY**

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

**8.5. CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, equipment, machinery and surplus material.

**9. CHANGES IN THE WORK**

9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

**10. PROTECTION OF PERSONS AND PROPERTY**

**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

**10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

10.2.1. Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

**11. INSURANCE**

**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**12. MISCELLANEOUS PROVISIONS**

**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2. GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

### **12.3. TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

### **13. INDEMNIFICATION**

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

### **14. DISPUTES**

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

**TASK ORDER**

**Exhibit A**

**Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy 4</u>
<u>Address:</u>	<u>11330 West Graham Pl, B-9, Los Angeles CA 90064</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co. (916) 990-3030 Mason.Abr@Gmail.com

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Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 1,235.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

## Detail of Work To Be Performed

### For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

### For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

### Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

### Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Work to be Performed			
Quantity	Scope of Work	Comments	
Program Desktop Computers to Sleep During Unoccupied Hours			
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours			
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods			
Install Hardware to Turn off Other Devices			

**Exhibit B**

**Price and Payment Terms**

Proposition 39 Funds: \$ 1,235.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 1,235.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.



**Exhibit C**

**Retainer Invoice**

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 1,235.00
<b>B) Balance Due</b>	<b>\$ 617.50</b>

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

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CONTRACTOR (Printed)

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CONTRACTOR (Signature)

---

DATE

**Exhibit D**

**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 1,235.00
B) Retainer Payment	\$ 617.50
<b>C) Remaining Balance Due</b>	<b>\$ 617.50</b>

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

---

CONTRACTOR (Printed)

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CONTRACTOR (Signature)

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DATE

**Exhibit E1**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

**Exhibit E2**

**Contractor Information for PWC 100 Reporting Form**

<b>Name</b>	ABR CO.
<b>Address</b>	4125 Temescal St., Suite K Fair Oaks, CA 95628
<b>Email</b>	<a href="mailto:bill_dba@sbcglobal.net">bill_dba@sbcglobal.net</a> <a href="mailto:Mason.abr@gmail.com">Mason.abr@gmail.com</a>
<b>License No.</b>	GNB32014-03332
<b>Registration No. from DIR</b>	1000043415
<b>Project Name</b>	Plug Load Management
<b>Project Description</b>	Reduction of energy usage via software and hardware solutions
<b>Project Cost</b>	<b>\$ 1,235.00</b>
<b>Estimated Start Date</b>	_____
<b>Estimated Completion Date</b>	_____
<b>Project Superintendent Name</b>	Mason Johnson
<b>Classification</b>	Sound/Comm

**Exhibit F**

**Warranty of Work Performed**

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

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CONTRACTOR (Printed)

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CONTRACTOR (Signature)

---

DATE

Exhibit G

Sample Certificate of Contractor's Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Nancy E. Leighton Leighton Insurance Associates, Inc.	<b>CONTACT NAME:</b> Nancy Leighton <b>PHONE (A/C, Mr, Ext):</b> 016-800-1144 <b>FAX (A/C, Mr):</b> 916-680-5263 <b>E-MAIL ADDRESS:</b> nancy.leighton@sbcglobal.net
<b>INSURED:</b> A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Alain Specialty Insurance Company NAIC # 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
			INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		UMBRELLA/LIB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> LEAD <input type="checkbox"/> HELLBROSERS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU <input type="checkbox"/> OTH <input type="checkbox"/> EMP LIMITS <input type="checkbox"/> EMP <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces  
 Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.

<b>CERTIFICATE HOLDER</b> ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON
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**Exhibit H**

**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy 4
Address	11330 West Graham Pl, B-9, Los Angeles CA 90064
CDS Code (14 Digit Code)	19 64733 0117622

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Computers and Hardware Performed

Computers and Hardware Performed		
Quantity	Comments	
Macintosh / Apple		
Linux		
Windows		
Plug Loads		





Exhibit F

Plug Load Management - Contract with ABR Co. (\$3,300.00)

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 31<sup>st</sup> day of August 2018.

**B E T W E E N** the Owner: Magnolia Science Academy 5

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 3,300.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 5

ABR Co.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

GNB32014-03332  
License Number

The Owner and Contractor agree as follows.

**1. THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H” ) to this Contract, and the terms and conditions of the Task Order will take precedence.

**2. RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**4. BASIS FOR PAYMENT**

**4.1. CONTRACT SUM**

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

## 5. PAYMENTS

### 5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

### 5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

**6. THE CONTRACT DOCUMENTS**

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**7. OWNER**

**7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER**

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2. OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **7.3. OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

## **8. CONTRACTOR**

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

## **8.4. WARRANTY**

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

**8.5. CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, equipment, machinery and surplus material.

**9. CHANGES IN THE WORK**

9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

**10. PROTECTION OF PERSONS AND PROPERTY**

**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

**10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

10.2.1. Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

**11. INSURANCE**

**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**12. MISCELLANEOUS PROVISIONS**

**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2. GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.



### **12.3. TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

### **13. INDEMNIFICATION**

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

### **14. DISPUTES**

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

**TASK ORDER**

**Exhibit A**

**Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy 5</u>
<u>Address:</u>	<u>18230 Kittridge Street, Reseda, CA 91335-6121</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co.                      (916) 990-3030                      Mason.Abr@Gmail.com

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Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 3,300.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

## Detail of Work To Be Performed

### For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

### For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

### Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

### Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Work to be Performed			
Quantity	Scope of Work	Comments	
Program Desktop Computers to Sleep During Unoccupied Hours			
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours			
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods			
Install Hardware to Turn off Other Devices			

**Exhibit B**

**Price and Payment Terms**

Proposition 39 Funds: \$ 3,300.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 3,300.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

**Exhibit C**

**Retainer Invoice**

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 3,300.00
<b>B) Balance Due</b>	<b>\$ 1,650.00</b>

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

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CONTRACTOR (Printed)

---

CONTRACTOR (Signature)

---

DATE

**Exhibit D**

**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 3,300.00
B) Retainer Payment	\$ 1,650.00
<b>C) Remaining Balance Due</b>	<b>\$ 1,650.00</b>

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

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CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
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**Exhibit E1**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.



**Exhibit E2**

**Contractor Information for PWC 100 Reporting Form**

<b>Name</b>	ABR CO.
<b>Address</b>	4125 Temescal St., Suite K Fair Oaks, CA 95628
<b>Email</b>	<a href="mailto:bill_dba@sbcglobal.net">bill_dba@sbcglobal.net</a> <a href="mailto:Mason.abr@gmail.com">Mason.abr@gmail.com</a>
<b>License No.</b>	GNB32014-03332
<b>Registration No. from DIR</b>	1000043415
<b>Project Name</b>	Plug Load Management
<b>Project Description</b>	Reduction of energy usage via software and hardware solutions
<b>Project Cost</b>	<b>\$ 3,300.00</b>
<b>Estimated Start Date</b>	_____
<b>Estimated Completion Date</b>	_____
<b>Project Superintendent Name</b>	Mason Johnson
<b>Classification</b>	Sound/Comm

**Exhibit F**

**Warranty of Work Performed**

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

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CONTRACTOR (Printed)

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CONTRACTOR (Signature)

---

DATE

Exhibit G

Sample Certificate of Contractor's Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Nancy E. Leighton Leighton Insurance Associates, Inc.	<b>CONTACT NAME:</b> Nancy Leighton <b>PHONE (A/C, Mr, Ext):</b> 016-800-1144 <b>FAX (A/C, Mr):</b> 916-680-5263 <b>E-MAIL ADDRESS:</b> nancy.leighton@sbcglobal.net
<b>INSURED:</b> A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Alain Specialty Insurance Company NAIC # 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
			INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
		UMBRELLA LIME EXCESS LIME LEAD <input type="checkbox"/> NON-LEADS <input type="checkbox"/> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICERS/EMPLOYEES EXCLUDED (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU <input type="checkbox"/> OTH <input type="checkbox"/> LIME LIMITS <input type="checkbox"/> LIME \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces  
 Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.

<b>CERTIFICATE HOLDER</b> ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON
---	---

**Exhibit H**

**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy 5
Address	18230 Kittridge Street, Reseda, CA 91335-6121
CDS Code (14 Digit Code)	19 64733 0117630

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Computers and Hardware Performed

Computers and Hardware Performed		
Quantity	Comments	
Macintosh / Apple		
Linux		
Windows		
Plug Loads		



Exhibit G

Lighting-Contract with Regreen (\$14,929.61)

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 22th day of February, 2019.

**B E T W E E N** the Owner:

Magnolia Science Academy 6  
3754 Dunn Drive  
Los Angeles, CA 90034-5805

and the Contractor:

Regreen Inc.  
120 Standard Street  
El Segundo, CA 90245  
Tel: (310) 920-0747

the Project is:

Magnolia Science Academy 6  
3754 Dunn Drive  
Los Angeles, CA 90034-5805

The Owner and Contractor agree as follows.

**ARTICLE 1 THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to perform a comprehensive, turnkey, LED Lighting Retrofit for all lighting fixtures, both Interior and Exterior fixtures, including all equipment and materials, installation labor, 29 sensors and controls necessary for permit or regulatory compliance, permitting, securing Los Angeles Department of Water & Power (LADWP) rebates, customer acceptance, and warranty.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence.

**ARTICLE 2 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

**3.2** The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**ARTICLE 4 BASIS FOR PAYMENT**

**4.1 CONTRACT SUM**

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

**ARTICLE 5**

**5.1 PROGRESS PAYMENTS**



5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

## 5.2 FINAL PAYMENT

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable fifteen (15) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

**ARTICLE 6 THE CONTRACT DOCUMENTS**

**6.1** The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

**6.2** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**ARTICLE 7 OWNER**

**7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**7.1.1** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**7.1.2** The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2 OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

**7.3 OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

**ARTICLE 8 CONTRACTOR**

**8.1** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction

means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**8.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**8.3** The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**8.4 WARRANTY**

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

**8.5 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus material.

**ARTICLE 9 CHANGES IN THE WORK**

**9.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

## **10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

### **10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with school pupils until such time as Contractor has verified in writing to the Owner that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

## **ARTICLE 11 INSURANCE**

### **11.1 CONTRACTOR’S LIABILITY INSURANCE**

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractors operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for shows acts any of them may be liable:

- Workers Compensation and Employers Liability Insurance with limits of not less than required by law.
- Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including
- Personal Injury, including accidental death, with limits of not less than One Million Dollar (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;

- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability – One Million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**ARTICLE 12 MISCELLANEOUS PROVISIONS**

**12.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2 GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

**12.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

**ARTICLE 13 INDEMNIFICATION**

**13.1** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

**ARTICLE 14 DISPUTES**

**14.1** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that

this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research  
Foundation dba Magnolia Public Schools

Regreen

\_\_\_\_\_  
OWNER (Signature)

By: Alfredo Rubalcava  
Its: Chief Executive Officer &  
Superintendent

\_\_\_\_\_  
CONTRACTOR (Signature)

By: Chad Clark  
Its: President  
License Number: 939440

**TASK ORDER  
Exhibit A**

**Scope of Work and Schedule**

Facility: Magnolia Science Academy 6

Address: 3754 Dunn Drive, Los Angeles, CA 90034-5804

**Primary Contact for Site:** John Terzi, Tel: (310) 8428555; Email: [jterzi@magnoliapublicschools.org](mailto:jterzi@magnoliapublicschools.org)

**Project Manager Name and Contact Info:**

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: [James@FirstNoteFinance.com](mailto:James@FirstNoteFinance.com)

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: [Amanda@FirstNoteFinance.com](mailto:Amanda@FirstNoteFinance.com)

**Project Manager Name and Contact Info for CONTRACTOR:**

Carly Moss, Tel: (469) 422-0676; Email: [carly@regreencorp.com](mailto:carly@regreencorp.com)

Karina Branum, Tel: (213)378-1761; Email: [karina@regreencorp.com](mailto:karina@regreencorp.com)

**Scope of Work Narrative**

CONTRACTOR shall perform a comprehensive, turnkey, LED Lighting Retrofit for all lighting fixtures, both Interior and Exterior, including all equipment and materials, installation labor, 26 sensors and controls necessary for permit or regulatory compliance, permitting, securing LADWP rebates, customer acceptance, and warranty. CONTRACTOR shall perform its own site survey and provide Owner with a scope and price proposal prior to executing this contract. The site survey shall be of sufficient detail to capture in advance any potential change orders, including but not limited to emergency lighting, battery backups, product compatibility with compact fluorescent ballasts, occupancy sensor integration, and/or product voltage compatibility. The annual kWh energy savings of the CONTRACTOR proposed systems shall be within 15% of the calculated energy savings of 6,108 kWh in order to adhere to the CA Proposition 39 funding guidelines. For fluorescent tube fixture retrofits, the Owner's preference is a line-voltage LED replacement where the fluorescent ballasts are removed. CONTRACTOR shall prepare and submit rebate applications and assist Owner with collection of the rebates, even after the on-site work is complete and accepted.

**Bill of Materials:**

MSA 6 Option A

Row Labels	Sum of Fixt. Qty.
(2) ESPEN L48T8/840/14G-ID	92
(2) GREEN CREATIVE 6PLH/840/BYP/R	2
(4) ESPEN L48T8/840/14G-ID	6
GREEN CREATIVE 65HIDHB/850/BYP/EX39	2
NO CHANGE	32
TCP L9A19D2541K	2
(blank)	0
<b>Grand Total</b>	<b>136</b>



**Project Budget: \$ 14,929.61**

(The PROJECT MANAGER will provide a dollar amount which is the maximum project budget here. This is the maximum amount of project funding secured through the Proposition 39 application.)

**Tabular Listing of the Work to be Performed:**

Interior: Fluorescent Tube Fixture Retrofit:	\$.	4,690.35
Interior: Bulb Retrofit:	\$.	40.34
Exterior: Lighting Retrofit:	\$	451.29
Occupancy Sensors:	\$	7,101.64
Emergency Adder:	\$	<u>2,646.00</u>
<b>Total LED Retrofit:</b>	<b>\$</b>	<b>14,929.61</b>

**Schedule:** The LED lighting project is requested to be undertaken during after regular school hours as determined by client.

**Product Cut Sheets:**

A comprehensive set of project cut sheets will be submitted by CONTRACTOR and included here by reference attachment.

The link name is

<https://www.dropbox.com/s/oxvb3h0ij00kv8r/MSA%206%20Option%20A%20Specification%20Sheets.pdf?dl=0>

**Exhibit B**

**Price and Payment Terms**

**Fixed Turnkey Price: \$14,929.61**

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead. CONTRACTOR’s price shall be in conformance with its bid that it submitted with the RFQ.)

**Payment Terms:**

- One final invoice per the following Schedule of Values. Payment terms at net 15 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Final Invoice. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) is required from all equipment suppliers and/or subcontractors for final payment.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

**Schedule of Values:**

<b>Project Milestone</b>	<b>% Completed</b>	<b>Amount</b>
Installation Complete, Warranty, & O&M Manual	100%	\$14,929.61

**Bid Form & Schedule of Values for OPTION A – LINE VOLTAGE LED LAMP RETROFIT APPROACH**  
 Date: 2/08/2019 Company: ReGreen, Inc. Email: chad@regreencorp.com  
 Name: Chad Clark Telephone: 310.920.0747

Magnolia Science Academy 6		PRICE OF				Schedule of Values (5)	Estimated Rebates (6)	Payer(s) of Rebates (7)
		Interior Fluorescent Tube Fixture Retrofit (1)	Interior Bulb Retrofit (2)	Exterior Lighting Retrofit (3)	Occupancy Sensors (4)			
Option A	Line Voltage Lamp Retrofit Approach							
1	Magnolia Science Academy 6 Lighting Products	\$ 2,658.36	\$ 22.92	\$ 255.78	\$ 4,260.97	60%	\$ 301.66	LADWP*
2	Magnolia Science Academy 6 Installation Labor, Lamp & Ballast Disposal	\$ 1,772.24	\$ 15.28	\$ 170.52	\$ 2,556.58	36%		
3	Magnolia Science Academy 6 Cost of Permits and Inspections	\$ 221.53	\$ 1.91	\$ 21.32	\$ 284.06	4%		
<b>TOTAL TURNKEY FIXED PRICE:</b>						<b>100%</b>		

Emergency Adder \$ 2,646.00  
 Total \$ 14,887.48  
 \*No rebate available on Line Voltage Lamp Retrofit with LADWP

Please list the DLC product numbers for the lighting products included in the Option A – Line Voltage LED Lamp Retrofit Approach table above

DLC Number	Product Description and Lamp or Fixture Lumens	Includes Integrated Area Controls or Occupancy Sensing? (Yes / No)	Includes Integrated Dimming Controls? (Yes / No)	Product Cut Sheet Provided with Bid? (Yes / No)
PCG3GEYZ	4ft LED T8, 14W, 4000K, 1800 lm	No**	No**	Yes
PL44TN0DBFFZ	LED HID Replacement, 61.29W, 5000K, 6405 lm	No**	No**	Yes

\*\*See attached proposal for control details

I, (name) Chad Clark, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (Magnolia Science Academy 6), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after Friday, February 8, 2019, 4:00 PM.

**Exhibit C**  
**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit H

Solar-Contract with Simply Solar (\$42,000)

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 22th day of February, 2019.

**B E T W E E N** the Owner:

Magnolia Science Academy 6  
3754 Dunn Drive  
Los Angeles, CA 90034-5805

and the Contractor:

Simply Solar LLC  
1715 W 130<sup>th</sup> St., Unit D  
Gardena, CA 90249  
Tel: (310) 532-0995  
Email: [info@simplysolarsocal.com](mailto:info@simplysolarsocal.com)

the Project is:

Magnolia Science Academy 6  
3754 Dunn Drive  
Los Angeles, CA 90034-5805

The Owner and Contractor agree as follows.

**ARTICLE 1 THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey engineering, design, permitting, installation, startup, system commissioning and rebate support for a 9.943 kW AC CEC Solar Photovoltaic System for Magnolia Science Academy 6.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence.

**ARTICLE 2 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

**3.2** The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**ARTICLE 4 BASIS FOR PAYMENT**

**4.1 CONTRACT SUM**

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

**ARTICLE 5**

**5.1 PROGRESS PAYMENTS**

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

**5.2 FINAL PAYMENT**

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable fifteen (15) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, , and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.



**ARTICLE 6 THE CONTRACT DOCUMENTS**

**6.1** The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

**6.2** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**ARTICLE 7 OWNER**

**7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**7.1.1** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**7.1.2** The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2 OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

**7.3 OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

**ARTICLE 8 CONTRACTOR**

**8.1** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction

means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**8.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**8.3** The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**8.4 WARRANTY**

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

**8.5 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus material.

**ARTICLE 9 CHANGES IN THE WORK**

**9.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

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**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

## **10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

### **10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with Owner’s pupils until such time as Contractor has verified in writing to the Owner that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

## **ARTICLE 11 INSURANCE**

### **11.1 CONTRACTOR’S LIABILITY INSURANCE**

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

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**12.1 ASSIGNMENT OF CONTRACT**

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**12.2 GOVERNING LAW**

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**ARTICLE 13 INDEMNIFICATION**

**13.1** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or

omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

**ARTICLE 14      DISPUTES**

**14.1** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research Foundation  
dba Magnolia Public Schools

Simply Solar LLC

\_\_\_\_\_  
OWNER (Signature)

By: Alfredo Rubalcava  
Its: Chief Executive Officer &  
Superintendent

\_\_\_\_\_  
CONTRACTOR (Signature)

By: Anita Bradbury  
Its: Managing Member  
#990055  
License Number

## TASK ORDER

### Exhibit A

#### **Scope of Work and Schedule**

Facility: Magnolia Science Academy 6

Address: 3754 Dunn Drive, Los Angeles, CA 90034-5804

**Primary Contact for Site:** John Terzi, Tel: (310) 8428555; Email: [jterzi@magnoliapublicschools.org](mailto:jterzi@magnoliapublicschools.org)

#### **Project Manager Name and Contact Info:**

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: [James@FirstNoteFinance.com](mailto:James@FirstNoteFinance.com)

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: [Amanda@FirstNoteFinance.com](mailto:Amanda@FirstNoteFinance.com)

#### **Project Manager Name and Contact Info for CONTRACTOR:**

Anita Bradbury; cell: (858) 414-5930; email: [Anita@SimplySolarSoCal.com](mailto:Anita@SimplySolarSoCal.com)

#### **Scope of Work:**

The Work is generally described as the construction work necessary to provide turnkey engineering, design, permitting, installation, startup, system commissioning and rebate support for a 9.943 kW AC CEC Solar Photovoltaic System for MSA 6. The contractor includes a 25 year warranty on the solar modules and a 20 year warranty on the solar inverter.

Additionally, the kWh production in the CEC approved plan for this scope is 15,166.00 kWh / year. The energy savings of the project shall be within 15% of 15,166.00 kWh/year.

Project Budget: \$ 42,000.00

**Tabular Listing of the Equipment to be Installed:**

<b>System Component</b>	<b>Model/Description</b>	<b>Quantity</b>
Modules	REC / REC350TP2S 72XV	32
Inverter	Solaredge / SE11400H-US	1
Racking System	Ironridge / XR10	As required
Monitoring System	solaredge zigbee	1

**Product Cut Sheets:**

A comprehensive set of project cut sheets will be submitted by CONTRACTOR and included here by link to Dropbox:

<https://www.dropbox.com/sh/4qe2d3dd6pivdk6/AAAn1RgpY3Ef9qL-xq-v88IMa?dl=0>

These shall include but not be limited to cut sheets for solar panels, racking system, inverters, electrical connecting equipment, and other electronics and/or software components that make up the complete Solar PV system.)

**Exhibit B**

**Price and Payment Terms**

**Fixed Turnkey Price: \$ 42,000.00**

This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all engineering, products, parts, materials, labor, travel expenses, permits and overhead.

**Payment Terms:**

- Three progress invoices per the following Schedule of Values. Receivable net 30 days for each progress milestone invoice.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Invoices #2. Supplier invoices will be provided.
- Conditional Waiver and Release upon Progress Payment (California Civil Code 8132) to be submitted with each invoice.
- Unconditional Waiver and Release upon Progress Payment (California Civil Code 8134) required from all equipment suppliers and /or subcontractors for payment of Invoice #2.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from CONTRACTOR is required for payment of Invoice #3.

**Schedule of Values:**

#	Project Milestone	% Complete	Amount
1	Advance Payment, Client Plan Approval, Receive Permits	60%	\$25,200.00
2	Delivery of Materials	35%	\$14,700.00
3	Pass City Inspection, PTO/Project Completion	5%	\$2,100.00
		100%	\$42,000.00

**Schedule of values definitions:**

**Client Plan Approval** – when a permit ready plan set is presented to the client and the client approves the plans for permitting.

**Receive Permits** – when the Authority Having Jurisdiction (AHJ) [LA City] issues permits

**Delivery of Materials** – when materials are delivered to site and installation is started

**Pass City Inspection** – pass final inspection with AHJ

**PTO/Project Completion** – Permission to Operate has been issued by utility [LADWP] and OWNER has received system walk through, system training and has accepted completed system.



**Exhibit C**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit I

Lighting -Contract with Regreen (\$17,626.50)

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 1<sup>st</sup> day of February 2019.

**B E T W E E N** the Owner:

Magnolia Educational Research Foundation dba  
Magnolia Public Schools  
18355 Roscoe Blvd.  
Northridge, CA 91325-4104

and the Contractor:

ReGreen, Inc.  
120 Standard Street  
El Segundo, CA 90245  
Tel: (310) 920-0746  
carly@regreencorp.com

the Project is:

Magnolia Science Academy 7  
18355 Roscoe Blvd.  
Northridge, CA 91325-4104

The Owner and Contractor agree as follows.

**ARTICLE 1 THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to perform a comprehensive, turnkey, LED Lighting Retrofit for exterior lighting fixtures, including all equipment and materials, installation labor, any sensors and controls necessary for permit or regulatory compliance, permitting, securing Los Angeles Department of Water & Power (LADWP) rebates, customer acceptance, and warranty.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence.

**ARTICLE 2 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

**3.2** The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**ARTICLE 4 BASIS FOR PAYMENT**

**4.1 CONTRACT SUM**

**4.1.1** The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

**ARTICLE 5**

**5.1 PROGRESS PAYMENTS**

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

## 5.2 FINAL PAYMENT

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable fifteen (15) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

**ARTICLE 6 THE CONTRACT DOCUMENTS**

**6.1** The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

**6.2** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**ARTICLE 7 OWNER**

**7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2 OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

**7.3 OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

**ARTICLE 8 CONTRACTOR**

**8.1** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the

Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**8.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**8.3** The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**8.4 WARRANTY**

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

**8.5 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus material.

**ARTICLE 9 CHANGES IN THE WORK**

**9.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor

shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

## **10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

### **10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with Magnolia Science Academy 7 pupils until such time as Contractor has verified in writing to the Magnolia Science Academy 7 Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

## **ARTICLE 11 INSURANCE**

### **11.1 CONTRACTOR’S LIABILITY INSURANCE**

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractors operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for shows acts any of them may be liable:

Workers Compensation and Employers Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollar (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;



- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability – One Million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**ARTICLE 12 MISCELLANEOUS PROVISIONS**

**12.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2 GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

**12.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

**ARTICLE 13 INDEMNIFICATION**

**13.1** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

**ARTICLE 14 DISPUTES**

**14.1** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution

of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research  
Foundation dba Magnolia Public Schools

ReGreen, Inc.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: Alfredo Rubalcava  
Its: Chief Executive Officer &  
Superintendent

By: Chad Clark  
Its: President  
License Number: 939440

**TASK ORDER  
Exhibit A**

**Scope of Work and Schedule**

Facility: Magnolia Science Academy 7

Address: 18355 Roscoe Boulevard, Northridge, CA 91325

Primary Contact for Site: Fatih Metin, Tel: (818) 886-0585; Email: [fmetin@magnoliapublicschool.org](mailto:fmetin@magnoliapublicschool.org)

Project Manager Name and Contact Info:

Michelle Nguyen, First Note Finance *inc*; Cell: (619) 381-0359; Email: [Michelle@FirstNoteFinance.com](mailto:Michelle@FirstNoteFinance.com)

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: [Amanda@FirstNoteFinance.com](mailto:Amanda@FirstNoteFinance.com)

Project Manager Name and Contact Info for CONTRACTOR:

Carly Moss, Tel: (303) 883-0515; Email: [carly@regreencorp.com](mailto:carly@regreencorp.com)

**Scope of Work:**

CONTRACTOR shall perform a comprehensive, turnkey, LED Lighting Retrofit, replacing all existing exterior fixtures, interior emergency battery backup fixtures and occupancy sensors including all equipment and materials, installation labor, any sensors and controls necessary for permit or regulatory compliance, permitting, securing LADWP rebates, customer acceptance, and warranty. CONTRACTOR shall perform its own site survey and provide Owner with a scope and price proposal prior to executing this contract. The site survey shall be of sufficient detail to capture in advance any potential change orders, including but not limited to emergency lighting, battery backups, product compatibility with compact fluorescent ballasts, occupancy sensor integration, and/or product voltage compatibility. The annual kWh energy savings of the CONTRACTOR proposed systems shall be within 15% of the calculated energy savings of 19,799 kWh in order to adhere to the CA Proposition 39 funding guidelines. For fluorescent tube fixture retrofits, the Owner's preference is a line-voltage LED replacement where the fluorescent ballasts are removed. CONTRACTOR shall prepare and submit rebate applications and assist Owner with collection of the rebates, even after the on-site work is complete and accepted.

**Warranty:**

**Materials (manufacturer coverage):**

LED lamps: 5yrs.

LED Luminaires (fixtures): 5yrs.

LED Drivers/Transformers: 5yrs.

Lighting Controls (sensors, dimmers, switches, and timers): 5yrs.

Note: warranty does not cover abuse, modification, pre-existing structure or electrical conditions, and/or any other pre-existing issues or damage caused by others. Warranty covers manufacturer related defects and failures only. Replacement parts are subject to manufacturer standard lead times at time of claim.

**Labor (ReGreen coverage)**

ReGreen guarantees all work performed to be free from installation defects for a period of 1 year from the completion date of a project. Please allow for a 7-day response time and note that if lighting equipment is required, lead times will need to be considered.

Location(s) covered under this warranty: Magnolia Science Academy 7

**Contractor's Scope of Work:**

Contractor performed their own survey of the campus and their scope of work is indicated by Contractor's line-by-line proposal added to this Agreement. The scope of work includes retrofit to LED Lighting for all Exterior lighting fixtures, emergency battery backup fixtures & occupancy sensors. Product cut sheets for the new LED Lamps and/or LED fixtures are provided starting Page 12 of this Agreement.

**Bill of Materials**

<b>Part Number</b>	<b>Qty</b>
LEVITON OSC05-RMW + OPP20-0D1	7
LEVITON ODC0S-I1W + OPP20-0D1	16
LEVITON ODS10-IDI	11
Green Creative 9A19/840/277V	24
Green Creative 37HID/840/277V/EX39	2
VEMB20W	21

**Project Budget: \$17,626.50**

(The PROJECT MANAGER will provide a dollar amount which is the maximum project budget here. This is the maximum amount of project funding secured through the Proposition 39 application.)

**Tabular Listing of the Work to be Performed:**

Exterior: LED Retrofit:	\$ 1,975.21
Emergency Battery Backup Fixture:	\$ 5,323.50
Interior: Lighting Occupancy Controls:	<u>\$10,327.79</u>
<b>Total LED Retrofit:</b>	<b>\$17,626.50</b>

**Schedule:** The LED lighting project is requested to be undertaken during after regular school hours.

**Product Cut Sheets:**

A comprehensive set of project cut sheets will be submitted by CONTRACTOR and included here by reference attachment.

The link is: [https://drive.google.com/open?id=1r0LFHmao4hQWzZD\\_FDRC4l00FV3Kwiqf](https://drive.google.com/open?id=1r0LFHmao4hQWzZD_FDRC4l00FV3Kwiqf)

**Exhibit B****Price and Payment Terms****Fixed Turnkey Price: \$17,626.50**

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead. CONTRACTOR's price shall be in conformance with its bid per the Attachment A-1 that it submitted with the RFQ.)

**Payment Terms:**

- Four progress invoices per the following Schedule of Values. Payment terms at net 15 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Invoice #2. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Conditional Waiver and Release upon Progress Payment (California Civil Code 8132) to be submitted with each invoice.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) is required from all equipment suppliers and/or subcontractors for Invoice #2.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

**Schedule of Values:**

<b>Invoice #</b>	<b>Project Milestone</b>	<b>% Completed</b>	<b>Amount</b>
1	Mobilization/Permits	20%	\$ 3,525.30
2	Equipment	40%	\$ 7,050.60
3	Installation	30%	\$ 5,287.95
4	Warranty and O&M Manual	10%	\$ 1,762.65
		<b>100%</b>	<b>\$ 17,626.50</b>

<b>Bid Form &amp; Schedule of Values for OPTION B – Replacement Fixtures or Kits</b> Date: 7/11/2018 Company: ReGreen, Inc. Email: chad@regreencorp.com Name: Chad Clark Telephone: 352.920.0747																																																																					
<b>Magnolia Science Academy 7</b>																																																																					
<table border="1"> <thead> <tr> <th colspan="2"></th> <th colspan="4">PRICE OF</th> <th rowspan="2">Schedule of Values (5)</th> <th rowspan="2">Estimated Rebates (6)</th> <th rowspan="2">Payer(s) of Rebates (7)</th> </tr> <tr> <th>Interior Fluorescent Tube Fixture Retrofit (1)</th> <th>Interior Bulb Retrofit (2)</th> <th>Exterior Lighting Retrofit (3)</th> <th>Occupancy Sensors (4)</th> <th></th> </tr> </thead> <tbody> <tr> <td><b>Option B Replacement Fixtures or Kits</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1</td> <td>Magnolia Science Academy 7 Lighting Products</td> <td>\$ [REDACTED]</td> <td>\$ [REDACTED]</td> <td>\$ 1,128.69</td> <td>\$ 6,093.40</td> <td>69%</td> <td>\$7,276.74</td> <td>LADWP*</td> </tr> <tr> <td>2</td> <td>Magnolia Science Academy 7 Installation Labor, Lamp &amp; Ballast Disposal</td> <td>\$ [REDACTED]</td> <td>\$ [REDACTED]</td> <td>\$ 752.46</td> <td>\$ 3,821.28</td> <td>37%</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Magnolia Science Academy 7 Cost of Permits and Inspections</td> <td>\$ [REDACTED]</td> <td>\$ [REDACTED]</td> <td>\$ 94.06</td> <td>\$ 413.11</td> <td>4%</td> <td></td> <td></td> </tr> <tr> <td colspan="6"> <b>TOTAL TURNKEY FIXED PRICE:</b> </td> <td>100%</td> <td></td> <td></td> </tr> <tr> <td colspan="6"></td> <td>Total:</td> <td>\$ [REDACTED]</td> <td></td> </tr> </tbody> </table>				PRICE OF				Schedule of Values (5)	Estimated Rebates (6)	Payer(s) of Rebates (7)	Interior Fluorescent Tube Fixture Retrofit (1)	Interior Bulb Retrofit (2)	Exterior Lighting Retrofit (3)	Occupancy Sensors (4)		<b>Option B Replacement Fixtures or Kits</b>									1	Magnolia Science Academy 7 Lighting Products	\$ [REDACTED]	\$ [REDACTED]	\$ 1,128.69	\$ 6,093.40	69%	\$7,276.74	LADWP*	2	Magnolia Science Academy 7 Installation Labor, Lamp & Ballast Disposal	\$ [REDACTED]	\$ [REDACTED]	\$ 752.46	\$ 3,821.28	37%			3	Magnolia Science Academy 7 Cost of Permits and Inspections	\$ [REDACTED]	\$ [REDACTED]	\$ 94.06	\$ 413.11	4%			<b>TOTAL TURNKEY FIXED PRICE:</b>						100%									Total:	\$ [REDACTED]	
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Please list the DLC product numbers for the lighting products included in the Option B – Replacement Fixtures or Kits																																																																					
DLC Number	Product Description and Lamp or Fixture Lumens	Includes Integrated Area Controls or Occupancy Sensing? (Yes / No)	Includes Integrated Dimming Controls? (Yes / No)	Product Cut Sheet Provided with Bid? (Yes / No)																																																																	
PLCHV6GF34VU	4ft LED Wrap, 41W, 4000K, 4268.8 lm	No**	No**	Yes	**See attached proposal for control details																																																																
PLJ7DQNG41ZG	2x4 LED Flat Panel, 35W, 4000K, 4503 lm	No**	No**	Yes																																																																	
PHR/WU/YS	LED Walpack, 41.52W, 5000K, 5071 lm	No**	No**	Yes																																																																	
PBTRXGPM	LED Area Light, 96.29W, 5000K, 13842.5 lm	No**	No**	Yes																																																																	
PYJWPQ41	LED Walpack, 14.9W, 5000K, 1500 lm	No**	No**	Yes																																																																	
I, (name) Chad Clark, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (Magnolia Science Academy 7), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after Wednesday, July 11 2018, 4:00 PM.																																																																					



**Exhibit C**  
**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit J

Cool Roof -Contract with Arithane (\$112,889)

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 1<sup>st</sup> day of February 2019.

**B E T W E E N** the Owner:

Magnolia Educational & Research Foundation dba  
Magnolia Public Schools  
18355 Roscoe Blvd.  
Northridge, CA 91325-4104

and the Contractor:

Arithane Foam Products, Inc  
1530 N. Missile Way  
Anaheim, CA 92801  
Tel: (714) 853-1586

the Project is:

Magnolia Science Academy 7  
18355 Roscoe Blvd.  
Northridge, CA 91325-4104

The Owner and Contractor agree as follows.

## **ARTICLE 1 THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey engineering, design, permitting, installation, startup, system commissioning and rebate support for the installation of a white, reflective, spray-foam roof with insulating R-value of 6.3. This is a prevailing wage project. The project is to be implement during Spring Break (April 15<sup>th</sup> – April 19<sup>th</sup>, 2019).

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence.

## **ARTICLE 2 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## **ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

**3.2** The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

## **ARTICLE 4 BASIS FOR PAYMENT**

### **4.1 CONTRACT SUM**

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

## **ARTICLE 5**

### **5.1 PROGRESS PAYMENTS**

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

## **5.2 FINAL PAYMENT**

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

**ARTICLE 6 THE CONTRACT DOCUMENTS**

**6.1** The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

**6.2** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**ARTICLE 7 OWNER**

**7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**7.1.1** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**7.1.2** The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2 OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

**7.3 OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

**ARTICLE 8 CONTRACTOR**

**8.1** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the

Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**8.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**8.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**8.4 WARRANTY**

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

**8.5 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

**ARTICLE 9 CHANGES IN THE WORK**

**9.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor

shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

## **10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

### **10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with MSA 7 pupils until such time as Contractor has verified in writing to the MSA 7 Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

## **ARTICLE 11 INSURANCE**

### **11.1 CONTRACTOR’S LIABILITY INSURANCE**

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;



- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS**

### **12.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

### **12.2 GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

### **12.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

## **ARTICLE 13 INDEMNIFICATION**

**13.1** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

## **ARTICLE 14 DISPUTES**

**14.1** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution

of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research  
Foundation dba Magnolia Public Schools

Arithane Foam Products, Inc.

\_\_\_\_\_  
OWNER (Signature)

By: Alfredo Rubalcava  
Its: Chief Executive Officer &  
Superintendent

\_\_\_\_\_  
CONTRACTOR (Signature)

By: John R. McClain  
Its: Project Manager  
License #: 277593

**TASK ORDER  
Exhibit A**

**Scope of Work and Schedule**

Facility: Magnolia Science Academy 7

Address: 18355 Roscoe Boulevard, Northridge, CA 91325

Primary Contact for Site: Fatih Metin, Tel: (818) 886-0585; Email:  
[fmetin@magnoliapublicschool.org](mailto:fmetin@magnoliapublicschool.org)

Project Manager Name and Contact Info:

Michelle Nguyen, First Note Finance *inc*; Cell: (619) 381-0359; Email:  
[Michelle@FirstNoteFinance.com](mailto:Michelle@FirstNoteFinance.com)

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email:  
[Amanda@FirstNoteFinance.com](mailto:Amanda@FirstNoteFinance.com)

Project Manager Name and Contact Info for CONTRACTOR:

John R. McClain; cell: (951) 808-2908; email: [john.mcclain@arithane.com](mailto:john.mcclain@arithane.com)

**Scope of Work Narrative:**

This project is a turnkey (Design-Build) Engineering, Design, Permitting and installation of a white, reflective, spray-foam roof with insulation R-value of R-6.3. Additionally, the kWh savings in the CEC approved plan for this scope is 12,174 kWh/year. The energy savings of the project shall be within 15% of 12,174 kWh/year.

**Project Budget: \$ 112,889.00**

The project budget includes all costs of all contractors, including permits, materials, supplies, demolition...everything.

**Product Cut Sheets:**

A comprehensive set of project cut sheets for this project are available in the link below.

<https://drive.google.com/open?id=1YkwbRFEF7pRIJpnREBIwrE47K7ByrSds>



## Arithane Foam Products, Inc.

1530 N. Missile Way, Anaheim, CA 92801  
 Phone: 714-853-1586 Fax: 714-853-1595  
 Commercial License #277593

### PROPOSAL & ACCEPTANCE

*\*High Performance Roofing\** [www.arithane.com](http://www.arithane.com)

Page 1

<b>CUSTOMER:</b> First Note Finance	<b>JOB:</b> Magnolia Science Academy (High Roofs)	<b>DATE:</b> 9/5/2018
<b>ADDRESS:</b>	<b>ADDRESS:</b> 18355 Roscoe Boulevard	<b>JOB:</b> 0
<b>CITY, ST. ZIP:</b>	<b>CITY, ST.</b> Northridge, CA 91325	
<b>PHONE:</b>	<b>PHONE:</b>	
<b>FAX:</b>	<b>FAX:</b>	
<b>CONTACT:</b> Michelle and Amanda	<b>CONTACT:</b> John R. McClain - 951-808-2908	
<b>EMAIL:</b>	<b>EMAIL:</b> john.mcclain@arithane.com	

**APPLICABLE SPECIFICATIONS FOR POLYURETHANE SPRAY FOAM ROOFING SYSTEM TO BE INSTALLED TO THE BUILDING REFERENCED ABOVE BASED ON 17,500 SQ. FT.**

**SPECIFICATIONS:**  
 Clean and prepare existing roof surface as necessary for the proper application of spray foam roofing system.  
 Power vacuum or broom all loose rock, dirt from roof surface and remove from jobsite. Cut and nail all loose roofing & flashing as necessary.  
 Install new metal foam stop at perimeter, as applies.  
 Mask as necessary to protect from overspray.  
 Prime roof deck with SWD 2000 sealer at the rate of 1/2 gallons per 100 sq. ft. as necessary.  
 Apply 1.5 inch thickness of SWD "Quik-Shield" 125 (2.5-3.0 lb.) density polyurethane foam to the roof surface, R9.45.  
 Apply foam up walls and taper to: **top inside edge Seal Sheet Metal Coping**  
 Apply "SWD 1929-F "Quik-Shield" elastomeric base coating at the rate of 1 gallon per 100 sq. ft. in a contrasting color to top coat.  
 Apply "SWD 1929-F "Quik-Shield" WHITE elastomeric top coating at the rate of 1-1/2 gallons per 100 sq. ft. (SWD "Quik-Shield" coating is Energy Star, **CRRC California Title 24 Compliant** with a solar reflectance of %82 and emittance of 91%.)  
 Broadcast #11 granules into wet finish coat at the rate of 30 lbs. per 100 sq. ft.  
 Clean and detail premises to remove any j  
 Issue 10 year NO LEAK renewable warranty.

Roofing Upgrade - SWD Polyurethane Foam Roofing System (ESR 2532) [www.swdurethane.com](http://www.swdurethane.com)  
 Insulated (minimum R6.3); and Energy Star Title 24 Cool Roof reducing energy costs and mechanical loads  
 Sustainable - Renewable warranty (NRCA considers as the system with the lowest life cycle costs)  
 Lightweight - Typically does not require roof removal and reduces or eliminates roof related sheet metal  
 100% Waterproofing Barrier, Thermal Barrier and Vapor Retarder

Initial applicable box below if accepted

**BASE PRICE:** \$ 112,889.00

**NOTES:** Excluding: Low Canopy Roofs; Demolition; MEP/Sheet Metal or Scuppers; Solar (\$35 per stanchion, if installed prior to roofing)  
 GC Owner: To provide access, parking and staging adjacent to building; and, pricing based upon one mobilization

**OPTIONS:**  
 Alternate: Premium 20 SWD Polyurethane Foam Roofing System with Cementitious Coating with contractor 15 yr warranty; and manufacturer 20 yr NDL Warranty \$137,489.00

Initial applicable box below if accepted

**TOTAL PRICE INCLUDING OPTIONS:** \$

**BUILDING PERMIT INCLUDED:** YES **THIS IS A PREVAILING WAGE BID:** YES  
**BID BOND INCLUDED:** NO

*ACCEPTANCE OF PROPOSAL- The above prices, conditions, and specifications as well as the conditions herein have been read and are satisfactory and are hereby accepted. Final payment will be made promptly upon completion. You are authorized to do the work as specified.*

Authorized Signature  
 Arithane Foam Products, Inc. \_\_\_\_\_ Customer Signature: \_\_\_\_\_  
 John McClain

Payment Terms: PROGRESS PAYMENTS WITH 100% DUE UPON COMPLETION

Arithane installs the best materials in the industry manufactured by-----



*This proposal may be withdrawn by us if not accepted within 30 days  
 Upon final payment ARI-THANE will issue warranty specified above*



**"A NATIONAL AWARD WINNING COMPANY"**

*\* Over 100 million square feet installed since 1972\**



Member

**Exhibit B**

**Price and Payment Terms**

**Fixed Turnkey Price: \$ 112,889.00**

This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all engineering, products, parts, materials, labor, travel expenses, permits and overhead.

**Payment Terms:**

- Three progress invoices per the following Schedule of Values. Receivable net 30 days for each progress milestone invoice.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Invoice #2.
- Conditional Waiver and Release upon Progress Payment (California Civil Code 8132) to be submitted with each invoice.
- Unconditional Waiver and Release upon Progress Payment (California Civil Code 8134) required from all equipment suppliers and /or subcontractors for payment of final invoice.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from CONTRACTOR is required for payment of final invoice.

**Schedule of Values:**

Project Milestone	% Completed	Amount
Engineering & Permits	20%	\$ 22,577.80
Equipment Delivered & Installation	70%	\$ 79,022.30
Pass Inspection, Warranty, & O&M Manual	10%	\$ 11,288.90
	100%	\$ 112,889.00

**Exhibit C**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit K

Plug Load Management - Contract with ABR Co. (\$3,500.00)

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 30th day of January 2019.

**B E T W E E N** the Owner: Magnolia Science Academy 7

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 3,500.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 7

ABR Co.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

GNB32014-03332  
License Number

The Owner and Contractor agree as follows.



**1. THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H” ) to this Contract, and the terms and conditions of the Task Order will take precedence.

**2. RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**4. BASIS FOR PAYMENT**

**4.1. CONTRACT SUM**

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

## 5. PAYMENTS

### 5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

### 5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

**6. THE CONTRACT DOCUMENTS**

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**7. OWNER**

**7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER**

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2. OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **7.3. OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

## **8. CONTRACTOR**

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

## **8.4. WARRANTY**

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

## **8.5. CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus material.

## **9. CHANGES IN THE WORK**

- 9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

## **10. PROTECTION OF PERSONS AND PROPERTY**

### **10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

### **10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

#### **10.2.1. Fingerprinting and Criminal Records Check of Contractor's Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

**11. INSURANCE**

**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**12. MISCELLANEOUS PROVISIONS**

**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2. GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

### **12.3. TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

### **13. INDEMNIFICATION**

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

### **14. DISPUTES**

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

**TASK ORDER**

**Exhibit A**

**Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy 7</u>
<u>Address:</u>	<u>18355 Roscoe Blvd., Northridge, CA 91325</u>
<u>Primary Contact for Site:</u>	<u>Patrick Oniveros</u>
<u>Primary Contact Information:</u>	<u>Cell: (323) 490-0701</u> <u>Pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co.                      (916) 990-3030                      Mason.Abr@Gmail.com

Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 3,500.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.



## Detail of Work To Be Performed

### For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

### For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

### Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

### Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Work to be Performed			
Quantity	Scope of Work	Comments	
	Program Desktop Computers to Sleep During Unoccupied Hours		
	Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours		
	Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods		
	Install Hardware to Turn off Other Devices		

**Exhibit B**

**Price and Payment Terms**

Proposition 39 Funds: \$ 3,500.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 3,500.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

**Exhibit C**

**Retainer Invoice**

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 3,500.00
<b>B) Balance Due</b>	<b>\$ 1,750.00</b>

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

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CONTRACTOR (Printed)

---

CONTRACTOR (Signature)

---

DATE

**Exhibit D**

**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 3,500.00
B) Retainer Payment	\$ 1,750.00
<b>C) Remaining Balance Due</b>	<b>\$ 1,750.00</b>

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

_____	_____	_____
CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE

**Exhibit E1**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

**Exhibit E2**

**Contractor Information for PWC 100 Reporting Form**

<b>Name</b>	ABR CO.
<b>Address</b>	4125 Temescal St., Suite K Fair Oaks, CA 95628
<b>Email</b>	<a href="mailto:bill_dba@sbcglobal.net">bill_dba@sbcglobal.net</a> <a href="mailto:Mason.abr@gmail.com">Mason.abr@gmail.com</a>
<b>License No.</b>	GNB32014-03332
<b>Registration No. from DIR</b>	1000043415
<b>Project Name</b>	Plug Load Management
<b>Project Description</b>	Reduction of energy usage via software and hardware solutions
<b>Project Cost</b>	<b>\$ 3,500.00</b>
<b>Estimated Start Date</b>	_____
<b>Estimated Completion Date</b>	_____
<b>Project Superintendent Name</b>	Mason Johnson
<b>Classification</b>	Sound/Comm

**Exhibit F**

**Warranty of Work Performed**

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform to the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

---

CONTRACTOR (Printed)

---

CONTRACTOR (Signature)

---

DATE



Exhibit G

Sample Certificate of Contractor's Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Nancy E. Leighton Leighton Insurance Associates, Inc.	<b>CONTACT NAME:</b> Nancy Leighton <b>PHONE (A/C, Mr, Ext):</b> 016-800-1144 <b>FAX (A/C, Mr):</b> 916-680-5263 <b>E-MAIL ADDRESS:</b> nancy.leighton@sbcglobal.net
<b>INSURED:</b> A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Alain Specialty Insurance Company NAIC # 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
			INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
	A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		UMBRELLA LIMIT EXCESS LIMIT OCCUR CLAIMS-MADE PER MULTIPLE RISKS					EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICERS/EMPLOYEES EXCLUDED (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU LARY LIMITS OTH ER EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces  
 Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.

<b>CERTIFICATE HOLDER</b> ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON
---	---

**Exhibit H**

**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy 7
Address	18355 Roscoe Blvd., Northridge, CA 91325
CDS Code (14 Digit Code)	19 64733 0117655

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Computers and Hardware Performed

Computers and Hardware Performed		
Quantity	Comments	
Macintosh / Apple		
Linux		
Windows		
Plug Loads		



Exhibit L

Plug Load Management - Contract with ABR Co. (\$9,600.00)

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 31<sup>st</sup> day of August 2018.

**B E T W E E N** the Owner: Magnolia Science Academy Bell

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 9,600.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy Bell

ABR Co.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

GNB32014-03332  
License Number

The Owner and Contractor agree as follows.

**1. THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H” ) to this Contract, and the terms and conditions of the Task Order will take precedence.

**2. RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**4. BASIS FOR PAYMENT**

**4.1. CONTRACT SUM**

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

## 5. PAYMENTS

### 5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

### 5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

**6. THE CONTRACT DOCUMENTS**

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**7. OWNER**

**7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER**

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2. OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.



### **7.3. OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

## **8. CONTRACTOR**

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

## **8.4. WARRANTY**

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

**8.5. CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, equipment, machinery and surplus material.

**9. CHANGES IN THE WORK**

9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

**10. PROTECTION OF PERSONS AND PROPERTY**

**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

**10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

10.2.1. Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

**11. INSURANCE**

**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**12. MISCELLANEOUS PROVISIONS**

**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2. GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

### **12.3. TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

### **13. INDEMNIFICATION**

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

### **14. DISPUTES**

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

**TASK ORDER**

**Exhibit A**

**Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy Bell</u>
<u>Address:</u>	<u>6411 Orchard Avenue, Bell, CA 90201-1023</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co.                      (916) 990-3030                      Mason.Abr@Gmail.com

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Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 9,600.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

## Detail of Work To Be Performed

### For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

### For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

### Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

### Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Work to be Performed			
Quantity	Scope of Work	Comments	
Program Desktop Computers to Sleep During Unoccupied Hours			
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours			
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods			
Install Hardware to Turn off Other Devices			

**Exhibit B**

**Price and Payment Terms**

Proposition 39 Funds: \$ 9,600.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 9,600.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.



**Exhibit C**

**Retainer Invoice**

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 9,600.00
<b>B) Balance Due</b>	<b>\$ 4,800.00</b>

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

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CONTRACTOR (Printed)

---

CONTRACTOR (Signature)

---

DATE

**Exhibit D**

**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 9,600.00
B) Retainer Payment	\$ 4,800.00
<b>C) Remaining Balance Due</b>	<b>\$ 4,800.00</b>

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

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CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
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**Exhibit E1**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

**Exhibit E2**

**Contractor Information for PWC 100 Reporting Form**

<b>Name</b>	ABR CO.
<b>Address</b>	4125 Temescal St., Suite K Fair Oaks, CA 95628
<b>Email</b>	<a href="mailto:bill_dba@sbcglobal.net">bill_dba@sbcglobal.net</a> <a href="mailto:Mason.abr@gmail.com">Mason.abr@gmail.com</a>
<b>License No.</b>	GNB32014-03332
<b>Registration No. from DIR</b>	1000043415
<b>Project Name</b>	Plug Load Management
<b>Project Description</b>	Reduction of energy usage via software and hardware solutions
<b>Project Cost</b>	<b>\$ 9,600.00</b>
<b>Estimated Start Date</b>	_____
<b>Estimated Completion Date</b>	_____
<b>Project Superintendent Name</b>	Mason Johnson
<b>Classification</b>	Sound/Comm

**Exhibit F**

**Warranty of Work Performed**

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

---

CONTRACTOR (Printed)

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CONTRACTOR (Signature)

---

DATE

Exhibit G

Sample Certificate of Contractor's Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Nancy E. Leighton Leighton Insurance Associates, Inc.	<b>CONTACT NAME:</b> Nancy Leighton <b>PHONE (A/C, Mr, Ext):</b> 016-800-1144 <b>FAX (A/C, Mr):</b> 916-680-5263 <b>E-MAIL ADDRESS:</b> nancy.leighton@sbcglobal.net
<b>INSURED:</b> A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Alain Specialty Insurance Company NAIC # 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
			INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
		UMBRELLA LIMIT EXCESS LIMIT OCCUR CLAIMS-MADE PER MULTIPLE					EACH OCCURRENCE \$ AGGREGATE \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU LARY LIMITS OTH ER EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces  
 Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.

<b>CERTIFICATE HOLDER</b> ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON
---	---

**Exhibit H**

**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy Bell
Address	6411 Orchard Avenue, Bell, CA 90201-1023
CDS Code (14 Digit Code)	19 64733 0122747

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Computers and Hardware Performed

Computers and Hardware Performed		
Quantity	Comments	
Macintosh / Apple		
Linux		
Windows		
Plug Loads		





Exhibit M

Plug Load Management - Contract with ABR Co. (\$2,025.00)

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**A G R E E M E N T** made as of the 31<sup>st</sup> day of August 2018.

**B E T W E E N** the Owner: Magnolia Science Academy San Diego

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 2,025.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy San Diego                      ABR Co.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

GNB32014-03332  
License Number

The Owner and Contractor agree as follows.

**1. THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H” ) to this Contract, and the terms and conditions of the Task Order will take precedence.

**2. RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**4. BASIS FOR PAYMENT**

**4.1. CONTRACT SUM**

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

## 5. PAYMENTS

### 5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

### 5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

**6. THE CONTRACT DOCUMENTS**

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**7. OWNER**

**7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER**

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2. OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **7.3. OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

## **8. CONTRACTOR**

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

## **8.4. WARRANTY**

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

**8.5. CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, equipment, machinery and surplus material.

**9. CHANGES IN THE WORK**

9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

**10. PROTECTION OF PERSONS AND PROPERTY**

**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

**10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

10.2.1. Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

**11. INSURANCE**

**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**12. MISCELLANEOUS PROVISIONS**

**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2. GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.



### **12.3. TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

### **13. INDEMNIFICATION**

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

### **14. DISPUTES**

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

**TASK ORDER**

**Exhibit A**

**Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy San Diego</u>
<u>Address:</u>	<u>6365 Lake Atlin Avenue, San Diego, CA 92119-3206</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co.                      (916) 990-3030                      Mason.Abr@Gmail.com

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Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 2,025.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

## Detail of Work To Be Performed

### For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

### For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

### Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

### Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Work to be Performed			
Quantity	Scope of Work	Comments	
Program Desktop Computers to Sleep During Unoccupied Hours			
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours			
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods			
Install Hardware to Turn off Other Devices			

**Exhibit B**

**Price and Payment Terms**

Proposition 39 Funds: \$ 2,025.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 2,025.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

**Exhibit C**

**Retainer Invoice**

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 2,025.00
<b>B) Balance Due</b>	<b>\$ 1,012.50</b>

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

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CONTRACTOR (Printed)

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CONTRACTOR (Signature)

---

DATE

**Exhibit D**

**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 2,025.00
B) Retainer Payment	\$ 1,012.50
<b>C) Remaining Balance Due</b>	<b>\$ 1,012.50</b>

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

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CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
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**Exhibit E1**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.



**Exhibit E2**

**Contractor Information for PWC 100 Reporting Form**

<b>Name</b>	ABR CO.
<b>Address</b>	4125 Temescal St., Suite K Fair Oaks, CA 95628
<b>Email</b>	<a href="mailto:bill_dba@sbcglobal.net">bill_dba@sbcglobal.net</a> <a href="mailto:Mason.abr@gmail.com">Mason.abr@gmail.com</a>
<b>License No.</b>	GNB32014-03332
<b>Registration No. from DIR</b>	1000043415
<b>Project Name</b>	Plug Load Management
<b>Project Description</b>	Reduction of energy usage via software and hardware solutions
<b>Project Cost</b>	<b>\$ 2,025.00</b>
<b>Estimated Start Date</b>	_____
<b>Estimated Completion Date</b>	_____
<b>Project Superintendent Name</b>	Mason Johnson
<b>Classification</b>	Sound/Comm

**Exhibit F**

**Warranty of Work Performed**

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

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CONTRACTOR (Printed)

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CONTRACTOR (Signature)

---

DATE

Exhibit G

Sample Certificate of Contractor's Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Nancy E. Leighton Leighton Insurance Associates, Inc.		<b>CONTACT NAME:</b> Nancy Leighton <b>PHONE (A/C, Mr, Ext):</b> 016-800-1144 <b>FAX (A/C, Mr):</b> 916-680-5263 <b>E-MAIL ADDRESS:</b> nancy.leighton@sbcglobal.net	
<b>INSURED:</b> A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628		<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Alain Specialty Insurance Company NAIC # 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
			INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		UMBRELLA LIME EXCESS LIME LEAD <input type="checkbox"/> HELLBINKS <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU <input type="checkbox"/> OTH <input type="checkbox"/> EMP LIMITS <input type="checkbox"/> EMP <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces  
 Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.

<b>CERTIFICATE HOLDER</b> ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON
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**Exhibit H**

**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy San Diego
Address	6365 Lake Atlin Avenue, San Diego, CA 92119-3206
CDS Code (14 Digit Code)	37 68338 0109157

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Computers and Hardware Performed

Computers and Hardware Performed		
Quantity	Comments	
Macintosh / Apple		
Linux		
Windows		
Plug Loads		