



Ad Hoc Committee Agenda Item #:	III E – Action Item
Date:	June 3, 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:	MSA-2 – Prop 39 Energy Efficiency Grant Lighting Upgrade

I. Proposed Recommendation(s)

Staff recommends that the Ad Hoc Committee approve the lighting upgrade project (the “**Project**”) at Magnolia Science Academy 2 (“**MSA-2**”) at a cost of Twenty Thousand Four Hundred Seventy Two Dollars (**\$20,472**) to be paid for with the school’s Prop 39 award from the State of California Energy Commission and that ReGreen, Inc. be awarded the contract for said scope of work.

II. Background

MPS applied for and received grants for its schools under the 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.

MSA-2’s total Prop 39 award is **\$228,414.50**. Of such amount, approximately **\$210,368.40** is encumbered to replace HVAC units at the campus and approximately **\$4,500** is encumbered to implement plugload management measures. The cost for the LED lighting replacement scope of work would cause a deficit of approximately **\$13,547**. MPS Staff will work with FNF to reduce the scope of work on the HVAC unit replacement in order to make the overall MSA-2 Prop 39 projects collectively cost neutral.



III. Procurement Process

An RFP was issued by FNF to multiple vendors. A comparison of the various bids received is attached as Exhibit A.

A draft copy of the proposed contract with ReGreen Inc. is attached as Exhibit B. Staff will negotiate the final form of the contract to conform to the requirements of the CSFIG program and to insure that all pertinent attachments, such as prevailing wage sheets and a certificate of insurance, are included.

IV. Project Description

The scope of work, as stated in the draft contract, is described as follows:

CONTRACTOR shall perform a comprehensive, turnkey, LED Lighting Retrofit for all lighting fixtures, both Interior and Exterior, including all equipment and materials, installation labor, 19 occupancy sensors, 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.

V. Budget Impacts

The Project will be funded out of budgeted Prop 39 grant.

Exhibits (attachments):

- A. Bid Comparison
- B. Draft Contract



Exhibit A

Bid Comparison

(See Following Page)

MSA2 Lighting Bids and Budget

MSA2 Prop. 39 EEP Budget		MSA2 EEP Budget
Lighting	Interior	\$31,725.00
Lighting	Exterior	\$5,629.50
Lighting Controls	24 Occupancy Sensors	3,360.00
Total		\$40,714.50

Company	#	Price	Budget Over/Under	Details	Sensors?	# of Sensors	Warranty	Prevailing Wage	Notes/Exclusions
ReGreen	1	\$20,472.26	\$20,242.24	Line Voltage Lamp Retrofit	Yes	39	All lamps, drivers, and controls have 5 year warranty and labor has 1 year warranty	Yes	
	2	\$42,358.96	(\$1,644.46)	Replacement Fixtures	Yes	39			
FESS	1	\$33,607.00	\$7,107.50	Line Voltage Lamp Retrofit	No	0	FESS will provide a quality of workmanship warranty for a period of one year from the date of substantial completion or final invoice whichever is earlier.	Yes	
	2	\$84,135.18	(\$43,420.68)	Replacement Fixtures	No	0			
Emcor	1	\$18,551.00	\$22,163.50	Line Voltage Lamp Retrofit	Yes	0	One (1) year Labor and Materials from Date of Beneficial Use	Yes	Hours: Monday-Friday 7am-5pm
Energy Retrofit	1	\$21,596.11	\$19,118.39	Line Voltage Lamp Retrofit	Yes	20	All LEDs, ballasts, sensors have 2-10 year warranty depending on type and Full Service – One year (12 Months) following completion of installation.	Yes	
Highlands	1	\$54,579.62	(\$13,865.12)	Line Voltage Lamp Retrofit	Yes	0	One (1) year Labor and Materials	Yes	
	2	\$106,111.32	(\$65,396.82)	Replacement Fixtures	Yes	0			



Exhibit B

Draft Contract

(see following pages)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 17th day of May, 2019.

B E T W E E N the Owner:

Magnolia Educational & Research Foundation dba
Magnolia Public Schools
17125 Victory Boulevard
Van Nuys, CA 91406

and the Contractor:

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

the Project is:

Magnolia Science Academy 2
17125 Victory Boulevard
Van Nuys, CA 91406

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, 19 occupancy sensors necessary for permit or regulatory compliance, permitting, securing Los Angeles Department of Water and 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 pupils until such time as Contractor has verified in writing to the Magnolia 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

President & CEO (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 2

Address: 17125 Victory Boulevard, Van Nuys, CA 91406

Primary Contact for Site: Patrick Ontiveros, Tel: (213) 628-3634; Email: pontiveros@magnoliapublicschools.org

Project Manager Name and Contact Info:

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

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

Project Manager Name and Contact Info for CONTRACTOR:

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

Karina Branum, Tel: (213)378-1761; Email: 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, 19 occupancy sensors, 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 24,535 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.

All lighting materials and equipment shall follow the specifications required by LAUSD.

The funding for this project and scope is dependent upon the availability of State Proposition 39 energy funding. The Prop-39 program requires that State funding be encumbered (that is, committed as evidenced by a signed contract) no later than June 30, 2019. If this Agreement is not executed by both parties by June 30, 2019, this Agreement will be null and void and of no further force or effect. Moreover, this Agreement is subject to the availability of public funding, and if the funding is subsequently determined to be unavailable, CONTRACTOR has no right to be compensated for equipment or supplies purchased, or for WORK performed under this Agreement. Therefore CONTRACTOR shall not purchase any equipment or supplies, or perform any WORK under this Agreement until a written, executed, NOTICE TO PROCEED is provided by Magnolia Science Academy. CONTRACTOR shall have no remedy at law or in equity as a consequence of having violated the foregoing provision. This Agreement will automatically terminate on March 15, 2020, if no NOTICE TO PROCEED is issued by Magnolia Science Academy.

The scope of work includes retrofit to LED Lighting for all Interior and Exterior lighting fixtures given in Tables 1A to 1F on the following pages. Product cut sheets for the new LED Lamps and/or LED fixtures are provided in the following link to Dropbox:

<https://www.dropbox.com/sh/7pnlt5pikwoyofd/AABQIhMY8fBrYT0v2EH-SgIwa?dl=0>

Bill of Materials:

MSA2 - Option A

(2) GC 5.5PLS/850/BYP/2GX7	17
(2) L48T8/840/12G-EB-AC + VEL50BN-2C	199
(3) L48T8/840/12G-EB-AC + VEL100BN-4C	4
GC 17A21G4DIM/840/R	6

Project Budget: \$20,472.26

(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	\$10,718.78
Interior: Bulb Retrofit	\$ 1,445.01
Exterior: Lighting Retrofit	\$ 637.24
Interior: Lighting Occupancy Sensors	<u>\$ 7671.23</u>
Total LED Retrofit:	\$20,472.26

Schedule: The LED lighting project is requested to be undertaken as soon as possible as determine by school client.

Product Cut Sheets:

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

<https://www.dropbox.com/sh/7pnlt5pikwoyofd/AABQIhMY8fBrYT0v2EH-SgIwa?dl=0>

Exhibit B

Price and Payment Terms

Fixed Turnkey Price: \$20,472.26

Contingencies/Additional Services Budget: \$1,829.00

A contingency amount of \$1,829.00 to cover changes to cover unforeseen circumstances in the project.

(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:

- 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:

Project Milestone	% Completed	Amount
Installation Complete, Warranty, & O&M Manual	100%	\$20,472.26

Bid Form & Schedule of Values for OPTION A – LINE VOLTAGE LED LAMP RETROFIT APPROACH
 Date: 3/26/18 Company: ReGreen, Inc. Email: chad@regreencorp.com
 Name: Chad Clark Telephone: 310.920.0747

Magnolia Sciences Academy 2

Option A	Line Voltage Lamp Retrofit Approach	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)			
1	Magnolia Sciences Academy 2 Lighting Products	\$ 6,125.02	\$ 825.72	\$ 364.14	\$ 4,602.74	60%	\$ 724.89	SCE*
2	Magnolia Sciences Academy 2 Installation Labor, Lamp & Ballast Disposal	\$ 4,083.34	\$ 550.48	\$ 242.76	\$ 2,761.64	36%		
3	Magnolia Sciences Academy 2 Cost of Permits and Inspections	\$ 510.42	\$ 68.81	\$ 30.34	\$ 306.85	4%		
TOTAL TURNKEY FIXED PRICE:						100%		

Total: \$ 20,472.26
 *Rebate to be filed by customer separately

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)	
P0XY2633	4ft LED T8, 12W, 4000K, 1850 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 Sciences Academy 2), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after March 26, 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>