



Board Agenda Item #	II H – Consent Item
Date:	February, 2018
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval of Agreement with Cummings Construction Management for Solar Consulting Services

Proposed Board Recommendation

Staff recommends that the Board approve management to enter into a consulting services agreement with Cummings Construction Management for Consulting Services in an amount not to exceed Thirty-Six Thousand Three Hundred Dollars (\$36,300).

Background

The current outdoor dining area at MSA-1 is inadequate and will become even more so with the addition of the new high school. The Board previously directed staff to pursue a strategy of building a solar shade shelter to replace the current shade structure using vendor financing such as a lease to purchase or power purchase agreement to finance the construction of the desired solar shade structure.

Primesource published an RFP for solar consulting services. Four (4) firms were specifically targeted. Two of the four provided a response. The proposal by Cummings was less expensive than the other proposal received. Cummings has a solid reputation in this area and has consulted with various charter schools with similar projects. Accordingly, Staff recommends the Cummings proposal for approval.

The principal risk is that an affordable solar shade structure cannot be identified or that the power generated by the solar structure will not yield sufficient cost savings to offset the operational costs.

Schedule Impact

The goal is to determine the feasibility of erecting a solar shade structure and if feasible and affordable to have the shade structure constructed in time for the opening of the new high school structure.

Budget Impact

The source of payment for this consulting agreement is the proceeds from the 2014 Bond. The cost will be billed on a time and material basis not to exceed \$36,300 unless modified by change order.

Exhibits:

Board Informative for MSA-1 Solar Consulting Services prepared by Primesource Project Management (includes RFP dated January 3, 2018, Cummings Construction Management proposal dated January 12, 2018, and draft contract for professional services)



Board Informative 4: MSA-1 Solar Consulting Services

Board Informative: MSA-1 Solar Consulting Services

Date: January 30, 2018

Board Action Requested: Staff recommends approval of a consulting services agreement with Cumming Construction Management, Inc. to provide solar consulting service at the MSA-1 Reseda campus in the not to exceed amount of \$36,300.

Background: Previous discussion with the Board identified the inadequacies of the current outdoor dining area, especially with the increased campus population that will arrive when the new high school building is completed. The Board directed staff to pursue a strategy of building a solar shade shelter to replace the current outdoor dining area using vendor financing such as a lease purchase or purchased power agreement to finance construction. Staff identified the need for specialty consulting in this area and received Board direction to procure solar consulting services for MSA-1. The scope of work required at MSA-1 is somewhat untraditional. The primary need is for a shade structure of approximately 10,000 Sf in size, one that will generate sufficient power to offset the majority of the cost. This approach is complicated by the presence of a dedicated alley separating the solar shade shelter from the existing and future buildings which would be the traditional and preferred users of the power generated. The City does not normally allow private utilities to cross a dedicated alley, which is reserved for public utilities. This may require Magnolia to simply sell any power generated by the solar shade shelter directly to the Los Angeles DWP. If so, then it may make economic sense to install solar panels on the existing building roof to service both campus buildings. This arrangement will also require negotiations with DWP. The consultant will be required to do an energy assessment of the existing and new buildings to ascertain solar power demand and potential and recommend an overall

procurement strategy for MSA-1.

Procurement Actions: Staff developed the attached Request for Proposals (RFP) and released it on January 3rd 2018. The proposal was sent to four firms: Emcor Works; Newcomb-Anderson-McCormick; Cumming Construction Management, Inc; and First Note Financial. All four firms were prequalified and are active in the provision of solar power structures on public school campuses among other locations. First Note Financial is currently under contract with Magnolia to provide Prop 39 energy efficiency services; First Note did not participate in the administration of the procurement process, and was therefore not conflicted out of participation. Phone invitations were also sent to solicit proposer interest and address any questions or concerns. Proposals were received on January 12th 2018 from Newcomb-Anderson-McCormick and Cumming Construction Management, Inc. Proposals were reviewed and evaluated by Patrick Ontiveros and Tim Buresh. Both proposals were responsive to the RFP. Both firms displayed significant experience in the installation of solar power for schools, cities and other institutional clients. Both firms demonstrated significant experience with alternate procurement and financing strategies. Both firms demonstrated experience working with DWP. The firms differed in their approach to the work with Newcomb-Anderson-McCormick preferring to do a considerable amount of design in house, and Cumming preferring to only do preliminary design and procure detailed design as part of the vendor package. Pricing reflected this divergence in approach: Cumming was priced at \$36,300 and Newcomb-Anderson-McCormick was priced at \$69,600. If the goal was to optimize per watt installed cost and performance, the Newcomb-Anderson-McCormick approach may be better: they have an impressive efficiency track record. However, our goal is to minimize up front capital and soft cost expense and to maximize the architectural benefits of the solar shade shelter. Staff therefore ranked Cummings Construction Management as the better proposal. A phone interview was conducted with Cummings to confirm the work plan and approach and steps to possibly reduce overall cost. Considerable uncertainty relates to the role of DWP and treatment of the dedicated alley obstruction. Consequently, staff recommends a not to exceed contract award of \$36,500 to preserve adequate funding to respond to whichever delivery strategy is ultimately



successful.

Attachments

Request for Proposals dated January 3, 2018

Cummings Construction Management, Inc proposal dated January 12, 2018

Contract for professional services dated February 2, 2018



**REQUEST FOR PROPOSALS
SOLAR CONSULTING SERVICES**

**MAGNOLIA SCIENCE ACADEMY 1
RESEDA CAMPUS**

**18238 Sherman Way
Reseda, CA 91335**

**Posted
Date Posted: 01/03/18**

**Submit Responses To:
Timothy Buresh
tim.buresh@primesourcepm.com**

**RFP Due Date:
01/12/18
No Later Than 5:00P.M.**



INTRODUCTION

Magnolia Science Academy 1 (“Magnolia”) is requesting Proposals for Solar Consulting Services for work associated with the Magnolia campus located at 18238 West Sherman Way in Reseda.

Magnolia is a public school that currently serves approximately 500 students in grades 6-12. Magnolia has a STEAM (Science, Technology, Engineering and Mathematics) emphasis and an outstanding academic reputation as one of the highest performing high schools in the nation. This has created a very high demand for admission that the current campus facilities cannot accommodate. The campus is being expanded.

Site-based solar power is being considered in support of Magnolia’s sustainability policy, in furtherance of its STEAM academic program, and to reduce operating costs. Magnolia requires professional consulting services to prepare and conduct procurement for a solar power shade structure and rooftop solar power installation.

Although Magnolia is a California public school, this campus is not being built under the California Field Act, and is therefore subject to City of Los Angeles zoning and building code requirements. The campus is served by the Los Angeles Department of Water and Power.

EXISTING CONDITIONS AND SCOPE OF WORK

Magnolia is located on two adjacent parcels in the City of Reseda that were obtained at different times from different owners. Reference attached ALTA survey file.

Magnolia is currently housed in a 2-story formerly commercial structure on a parcel (APN 2125-036-095 and APN 2125-036-100) that contains a building and surface parking area. The existing building contains 20 classrooms and serves approximately 500 students. Reference attached existing building floor plans.

The parking lot is separated from the building by a dedicated alley. Campus food service is provided within a temporary enclosure located on a portion of the parking lot.

Magnolia recently acquired an adjacent parcel (APN 2125-036-021 and APN 2125-036-105) that also includes a commercial structure and parking lot. The existing building has been demolished and a new two-story high school classroom building will be constructed on the parcel. The new building will allow the campus to expand to serve an additional approximately 500 high school students. Reference attached new high school floor plans.



Request for Proposals – Zoning Variance Consulting Services
January 3, 2018 - Page 3

Once the new high school building is on line, the existing classroom building will be used as a middle school also serving approximately 500 students. This building will be renovated to add classrooms, alter circulation and exiting, and to improve the building.

Magnolia wants to incorporate solar power into the campus development and renovation:

- Magnolia wants to build an approximately 10,000 SF solar shade structure in the parking lot adjacent to the existing building. This primary purpose of the structure will be to provide cover for the outdoor dining area and to host large group assemblies and recreation activities. This structure should provide shade and rain protection; it will not be enclosed on the sides. The structure requires a minimum 10 ft. clearance from grade. Because this structure is separated from the existing and new buildings by a dedicated public alley, it is unclear whether power generated from this structure can be used directly by Magnolia via a connection across the alley, or whether it must be sent directly to DWP. Magnolia is exploring the vacation of this alley for other purposes, but that process may take considerable time to accomplish
- Magnolia's long term campus development plan includes a third building that will be built adjacent to the solar shade structure and which could directly use power generated by the solar shade shelter; this third building is several years in the future. Reference attached preliminary site plan.
- The existing building rooftop appears to be suitable for solar panel installation, although Magnolia has not conducted a structural assessment of the existing building. There is sufficient space in the existing electrical room for inverter and other solar switchgear. Magnolia would like sufficient rooftop panels to cover existing building electrical demand and to partially shade the roof to reduce cooling load. Magnolia will be using Prop 39 funding to replace building lighting with LED fixtures; the bulk of the remaining electrical demand is for cooling.
- The new building rooftop is largely covered with an outdoor basketball court and HVAC units and does not appear to be as suitable for extensive rooftop solar panels. The new building will be complete in 2019 and will be Title 24 compliant. Magnolia would like to evaluate the potential for panels on the portion of the rooftop housing HVAC units, or on top of the basketball area enclosure fence, or a method to transfer power from solar panels on either the adjacent existing building or the solar shade shelter. The existing building and the new building are on separate DWP meters and service.
- Magnolia power usage matches campus activity which occurs primarily during daylight hours. Because of its location in the San Fernando Valley, the dominant energy usage is for building cooling. There will be a limited amount of evening activities and small quantity of site lighting on the campus.
- Magnolia wants to avoid capital expenditure for solar installations and to utilize alternative funding methods such as purchase power agreements or lease-purchase agreements.



Request for Proposals – Zoning Variance Consulting Services
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Magnolia seeks consulting services for the following tasks:

- Develop and recommend an overall plan and strategy for the incorporation of solar power into the campus development.
- Recommend the optimal procurement strategy and contracting strategy for obtaining installations at minimal cost to Magnolia.
- Develop procurement packaging, identify and market to prospective bidders, manage the bidding and proposal process, and represent Magnolia in negotiations with prospective bidders. Comply with Magnolia procurement rules which require open public bidding with at least three qualified bidders.
- Represent Magnolia in negotiations and dealings with DWP related to the sale of surplus power, permitting and use of power in Magnolia buildings.
- Make recommendations for incorporation of solar into Magnolia academic programs (e.g. real time power generation and usage instructional displays).
- Make presentations to the Magnolia School Board and to the City Planning Department.
- Provide installation oversight and support services as needed. Provide commissioning oversight and support services as needed.

Magnolia will separately retain site master planning, architectural, structural engineering and construction management consultants. Magnolia will contract directly with solar providers. Magnolia is interested in completing the solar shade structure as soon as possible; rooftop installations can be deferred to better match new building construction and existing building renovation schedules.

PROPOSAL SUBMISSION REQUIREMENTS

A) GENERAL INSTRUCTIONS

The purpose of this Request for Proposals ("RFP") is to obtain information that will enable Magnolia to select a consultant to provide solar consulting services. Magnolia is requesting proposals from qualified firms to provide these services.

Proposals must be submitted electronically in PDF format to **Timothy Buresh, Project Manager** at tim.buresh@primesourcepm.com no later than 5:00 p.m. on January 12, 2018. Late proposals will not be considered. Each proposal shall be treated as confidential until this deadline, after which time each proposal shall become a matter of public record.

All proposals are to be submitted in compliance with the format set forth below. Proposals must be typewritten, concise, straightforward, and must address each requirement and question. Brevity is encouraged and unnecessary or duplicative information should be avoided.



Request for Proposals – Zoning Variance Consulting Services
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Clarifications or questions regarding submittals must be submitted via email to Timothy Buresh at tim.buresh@primesourcecpm.com. Please include the name of your firm and telephone number when making inquiries.

All proposals will become the property of Magnolia. Information in proposals will become public property and subject to public record disclosure laws. Magnolia reserves the right to make use of any information or ideas in the proposals. All proposals will be maintained as confidential working papers until officially placed on the Magnolia School Board meeting agenda.

Magnolia reserves the right to reject any and all proposals and to waive any informality in any proposal received. No obligation, either expressed or implied, exists on the part of Magnolia to make an award or to pay any costs incurred in the preparations or submission of a proposal. All costs associated with the preparation or submission of proposals for this RFP is solely the responsibility of the proposers.

B) Evaluation of Proposals and Recommendation

All RFP responses will be read and evaluated by a committee selected by the Magnolia CEO. Magnolia will select a consultant that has the highest suitability for the work with Magnolia and the overall most desirable approach. Magnolia reserves the right to negotiate modifications with any firm as may be required to serve the best interests of Magnolia and to negotiate the final contracts with the most qualified candidates. The evaluation committee will make a recommendation to the Magnolia School Board to award a contract to the selected consultant. The Magnolia School Board will vote to award the contract at its ad hoc committee or regularly scheduled meeting.

C) FORMAT REQUIREMENTS:

All proposals shall include the following information:

1. Cover Letter

- a. Name of Firm
- b. Project Title – Proposal for Solar Consulting Services, Magnolia Science Academy - 1
- c. Date Submitted
- d. A brief cover letter

2. General Information

- a. Name, address, telephone, and e-mail address of firm, name and email for contact persons.



Request for Proposals – Zoning Variance Consulting Services
January 3, 2017 - Page 6

- b. Provide a short resume of your firm's history and areas of expertise.
3. **Solar Consulting Experience** - Describe in detail your experience in providing solar consulting services, rooftop and standalone installations, public school installations, alternative procurement methods, alternative contracting strategies, and installations on DWP served properties.
4. **References** - Provide at least three (3) references, including names, addresses, telephone and email addresses of persons with respect to solar consulting projects which your firm or its senior personnel has worked on within the last five years. Please be advised that references may be contacted.
5. **Project Approach** - Briefly describe a work plan and how your firm would plan to work with Magnolia and their other consultants in order to complete the required tasks and deliver an optimal solar installation for the campus. Include a timeline of activities.
6. **Resumes** – Include short resumes of key personnel to be assigned to this project. Includes specific examples of similar work. Describe their specific role and responsibility.
7. **Insurance Coverage** - Each submittal must include a copy of the respondent's Certificate of Insurance. This certificate may be marked confidential. The firm or organization shall be required to carry the following insurance:
 - a. Comprehensive General Liability and Property Liability Insurance, with a minimum limit two million dollars (\$2,000,000), with the Magnolia named as Additional Insured;
 - b. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles with minimum limit of one million dollars (\$1,000,000);
 - c. Workers' Compensation and Employer Liability, statutory limit.
8. **Budget and Cost of Services** - Provide a proposed fee structure and estimate of costs for all proposed services for the project. Provide an estimate and breakdown of reimbursable expenses. Include an hourly rate schedule for personnel to be assigned to the project. Clarify what costs considered reimbursable and what costs are included in hourly fees.
9. **Proposed Contract for Consulting Services** – Include a proposed contract for these services.



Request for Proposals – Zoning Variance Consulting Services
January 3, 2018 - Page 7

ATTACHMENTS

1. Alta Survey Magnolia parcels
2. Existing Building floor plans
3. New High School floor plans
4. Preliminary site plan

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

18228 & 18214 SHERMAN WAY, LOS ANGELES, CA 91335



NAME OF BLANKET
 THIS SURVEY WAS MADE BY THE ENGINEER AND SURVEYOR ON THE BASIS OF THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE INFORMATION FURNISHED BY THE APPLICANT.

LEGAL DESCRIPTION
 THIS SURVEY WAS MADE BY THE ENGINEER AND SURVEYOR ON THE BASIS OF THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE INFORMATION FURNISHED BY THE APPLICANT.

PERMITS INCORPORATED
 ALL CITY PERMITS AND ORDINANCES HAVE BEEN REVIEWED AND INCORPORATED INTO THIS SURVEY.

NOTES CONCERNING TO BEHOLDERS ITEMS
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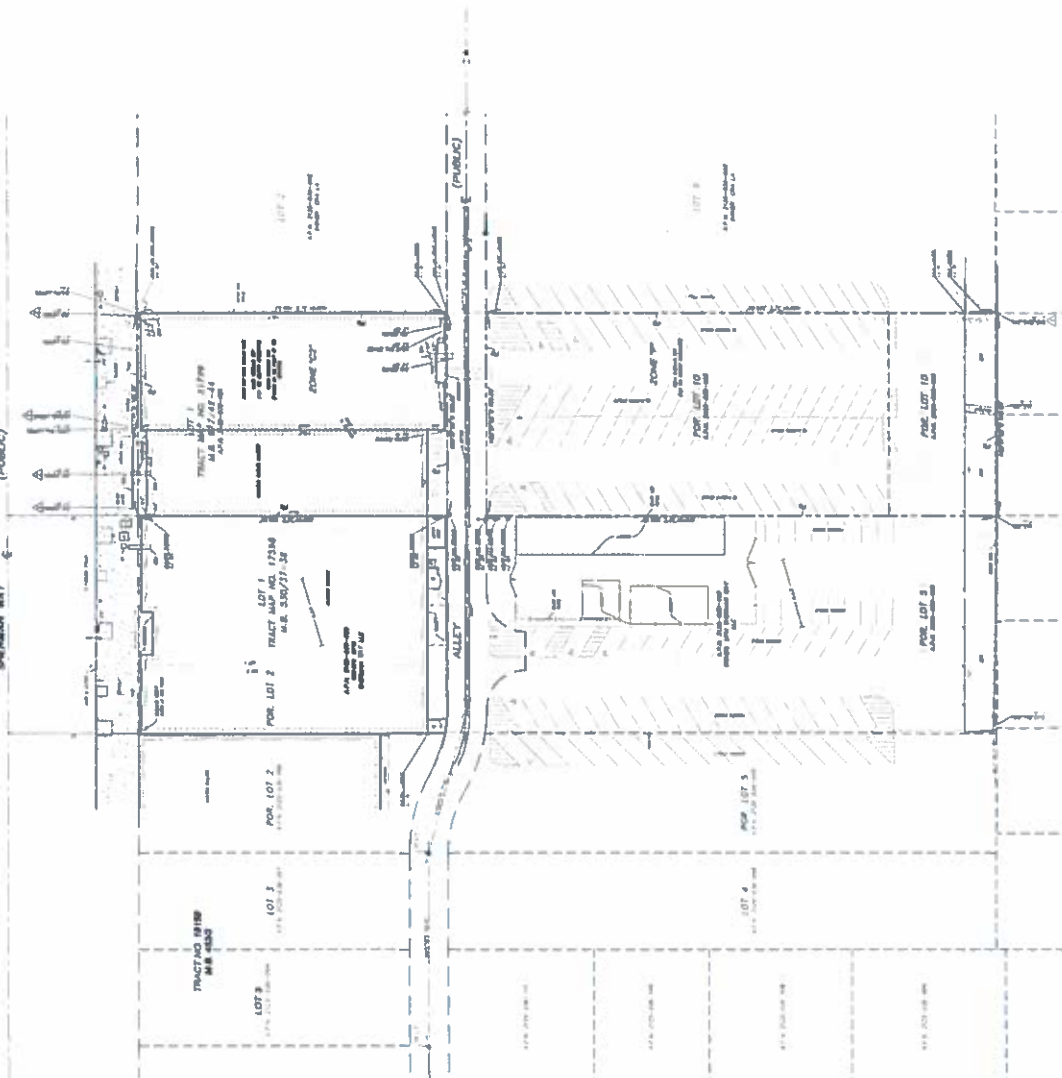
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CAL VADA SURVEYING, INC.
 18228 & 18214 SHERMAN WAY, LOS ANGELES, CA 91335
 (818) 508-1234
 www.calvada.com

NO.	LOT	AREA	ACRES	PERMITS
1	LOT 1	1,234.56	0.028	None
2	LOT 2	1,234.56	0.028	None
3	LOT 3	1,234.56	0.028	None
4	LOT 4	1,234.56	0.028	None
5	LOT 5	1,234.56	0.028	None
6	LOT 6	1,234.56	0.028	None
7	LOT 7	1,234.56	0.028	None
8	LOT 8	1,234.56	0.028	None
9	LOT 9	1,234.56	0.028	None
10	LOT 10	1,234.56	0.028	None
11	LOT 11	1,234.56	0.028	None
12	LOT 12	1,234.56	0.028	None



LEGEND

Symbol	Description
—	Property Line
---	Survey Line
---	Alley
---	Right-of-Way
---	Public Street
---	Private Street
---	Utility Line
---	Other



INTERIOR
RENOVATIONS & ALTERATIONS
MAGNOLIA
SCIENCE ACADEMY

DIALOG FOUNDATION

Construction 23 July 2002
MAGA Project 0010.01

FIRST FLOOR PLAN

A 6

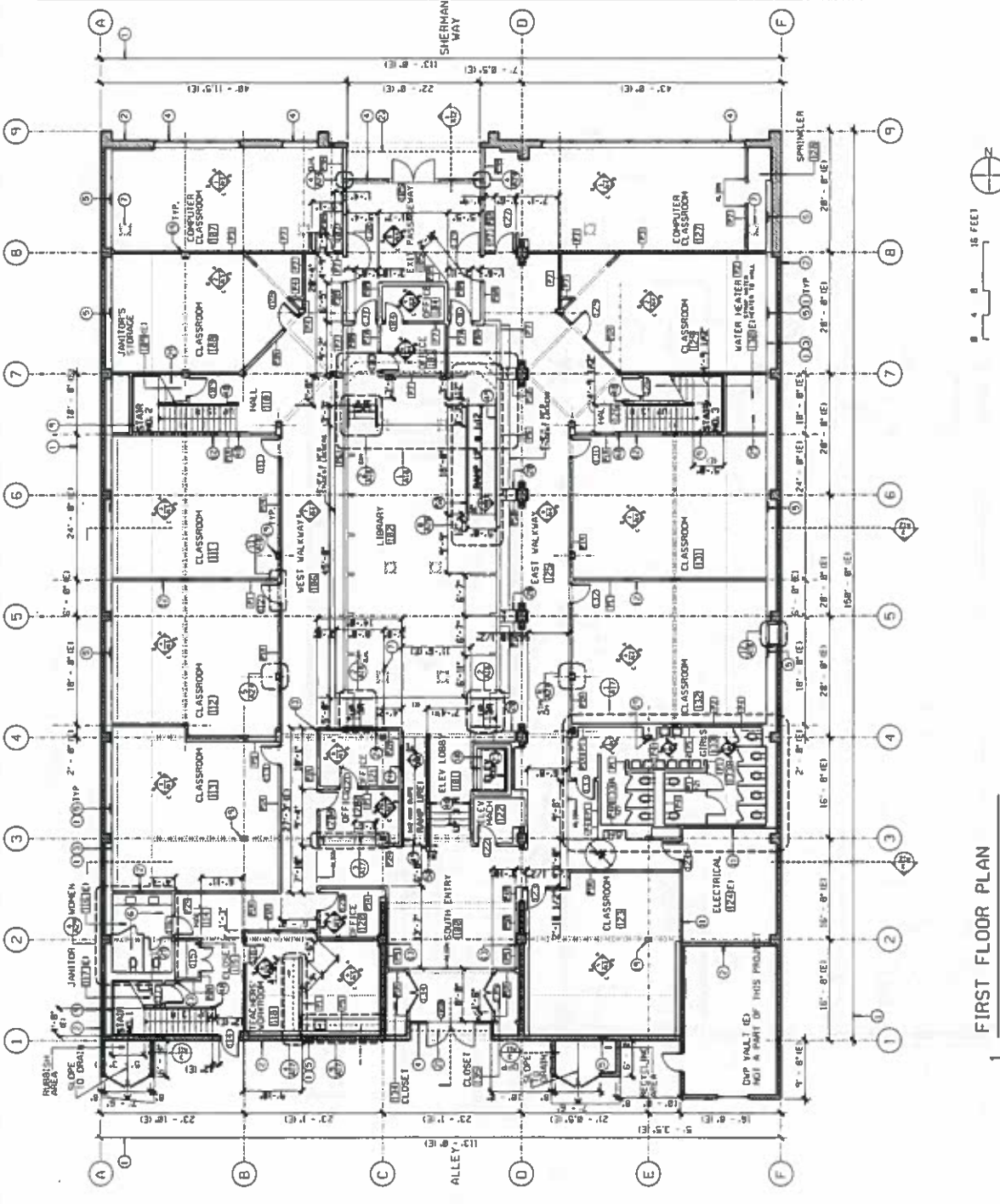
SHEET 6 OF 68

KEYNOTES

- 1 EXISTING CONDITIONS AND DIMENSIONS ARE DEPICTED FOR REFERENCE. VERIFY LOCATIONS OF EXISTING ELEMENTS.
- 2 IEI 4 IN RATED MASONRY WALL.
- 3 IEI FLOORING AND CIP BOARD.
- 4 IEI STOREFRONT AND GLAZING.
- 5 IEI ELECTRIC PANEL.
- 6 IEI ACCESSIBLE TOILET ROOM.
- 7 IEI AC DIFFUSER/DUCTWORK ABOVE.
- 8 IEI SKYLIGHT ABOVE.
- 9 IEI STAIR TO REMAIN. SEE DWG. 13 FOR ADDITIONAL INFORMATION.
- 10 ELEVATOR TO REMAIN.
- 11 IEI 1 1/2" DIA. STUD PARTITION 1/2 ON 1/2" PARTITION TO REMAIN.
- 12 IEI 1 1/2" DIA. STUD PARTITION 1/2 ON 1/2" PARTITION TO REMAIN.
- 13 CONTINUE EXISTING FINISH ADDRESS TO CONSTRUCTION SO THAT ORIGINAL FINISH LOCATION IS MAINTAINED.
- 14 - 18 NOT USED THIS SHEET.
- 19 IEI FURRED COLUMN. SEE NOTE 11 WHERE APPLICABLE.
- 20 IN PARTIAL HEIGHT PARTITION.
- 21 IEI SECURITY SHUTTER. MODIFY AS NECESSARY TO CONFORM TO FIRE DEPARTMENT REQUIREMENTS.
- 22 IEI SECURITY GRILLE. MODIFY AS NECESSARY TO CONFORM TO FIRE DEPARTMENT REQUIREMENTS.
- 23 ELEVATOR HANDBRAIL 1 1/2" ABOVE CAB FLOOR TO C OF RAIL.
- 24 100.4" H x 8" W ALUMINUM FRAME WINDOW. HEAD HEIGHT 7'-8" A.F. OFFICE 121.
- 24A 100.4" H x 4" W ALUMINUM FRAME WINDOW. HEAD HEIGHT 7'-8" A.F. OFFICE 141.
- 25 100.4" H x 4" W ALUMINUM FRAME WINDOW. HEAD HEIGHT 7'-8" A.F. OFFICE 141.
- 26 - 47 NOT USED THIS SHEET.
- 48 1 1/2" DIA. STD. STEEL HANDBRAIL EXTENSION WELD TO EXISTING GRIND SMOOTH TO BE SEAMLESS. REQUIRED FLOOR OR WALL AS SHOWN.
- 49 1 1/2" DIA. HANDBRAIL.
- 50 DR FLOOR MOUNTED 1 1/2" DIA. PAINTED STEEL HANDBRAIL.

FLOOR PLAN NOTES

- 1 DIMENSIONS ARE TO FACE OF MEMBER UNLESS OTHERWISE NOTED. BACKING BOARD AT WALLS W/ TILE FINISH, UNAD.
- 2 PARTITIONS AT TOILET ROOMS THAT SUPPORT WALL MOUNTED FIXTURES SHALL BE CONSTRUCTED OF 16 GAGE GALV. STEEL SPACED AS REQUIRED TO BACKING WELDED TO STUDS AS REQUIRED.



FIRST FLOOR PLAN
1/8" = 1' - 0"

Existing Building - First Floor Plan



REMARKS

- 1 EXISTING CONDITIONS AND DIMENSIONS ARE DEPICTED FOR REFERENCE. VERIFY ALL LOCATIONS OF EXISTING ELEMENTS.
- 2 REHASDORT WALL.
- 3 (E) FLOORING AND GYP BOARD.
- 4 (E) STOREFRONT AND GLAZING.
- 5 (E) ELECTRICAL PANEL. REFER TO ELECTRICAL DRAWINGS.
- 6 (E) ACCESSIBLE TOILET ROOM. NO WORK IN THIS AREA.
- 7 (E) AC DIFFUSER/ DOCTORS ABOVE.
- 8 (E) SKYLIGHT ABOVE. SEE DWG C-6634 FOR ADDITIONAL INFORMATION.
- 9 (E) ELEVATOR TO REMAIN. SEE DWG A3 FOR ADDITIONAL INFORMATION.
- 10 (E) PARTITION TO REMAIN. PARTITION TO REMAIN STUD & DRYWALL.
- 11 (E) DRY WALL FINISH.
- 12 CONTINUE IN DRYWALL FINISH ACROSS RECONSTRUCTION, SO THAT FINISH IS UNIFORMED W/ ORIGINAL FINISH.
- 13 ADJUST PARTITION LOCATION AS REQUIRED TO AVOID EXISTING DUCTWORK. REVIEW ALL PROJECT PRIOR TO CONSTRUCTING PARTITION.
- 14 PARTITION BELONG.
- 15 (E) 1/2" HIGH PAINTED STEEL GUARDRAIL TYPICAL AT EAST, SOUTH AND WEST WALKWAYS.
- 16 (E) 1/2" THICK, 42" HIGH TEMPERED GLASS GUARDRAIL TYPICAL AT EAST AND WEST WALKWAYS.
- 17 (E) ROOF ACCESS LADDER W/ RISE WHICH ABOVE.
- 18 (E) ROOF ACCESS LADDER W/ RISE WHICH ABOVE. SEE DWG A3 FOR ADDITIONAL INFORMATION.
- 19 (E) PARTIAL HEIGHT PARTITION.
- 20 - 25 NOT USED.

INTERIOR

RENOVATIONS & ALTERATION

MAGNOLIA
SCIENCE ACADEMY

FLOOR FOUNDATION

FLOOR PLAN LEGEND

- (E) NO STUD PARTITION. SEE NOTE FOR DRYWALL REQUIREMENTS.
- (D) W/ STUD PARTITION.
- SEE PARTITION TYPES FOR CONSTRUCTION REQUIREMENTS, MATERIALS & REQUIREMENTS.

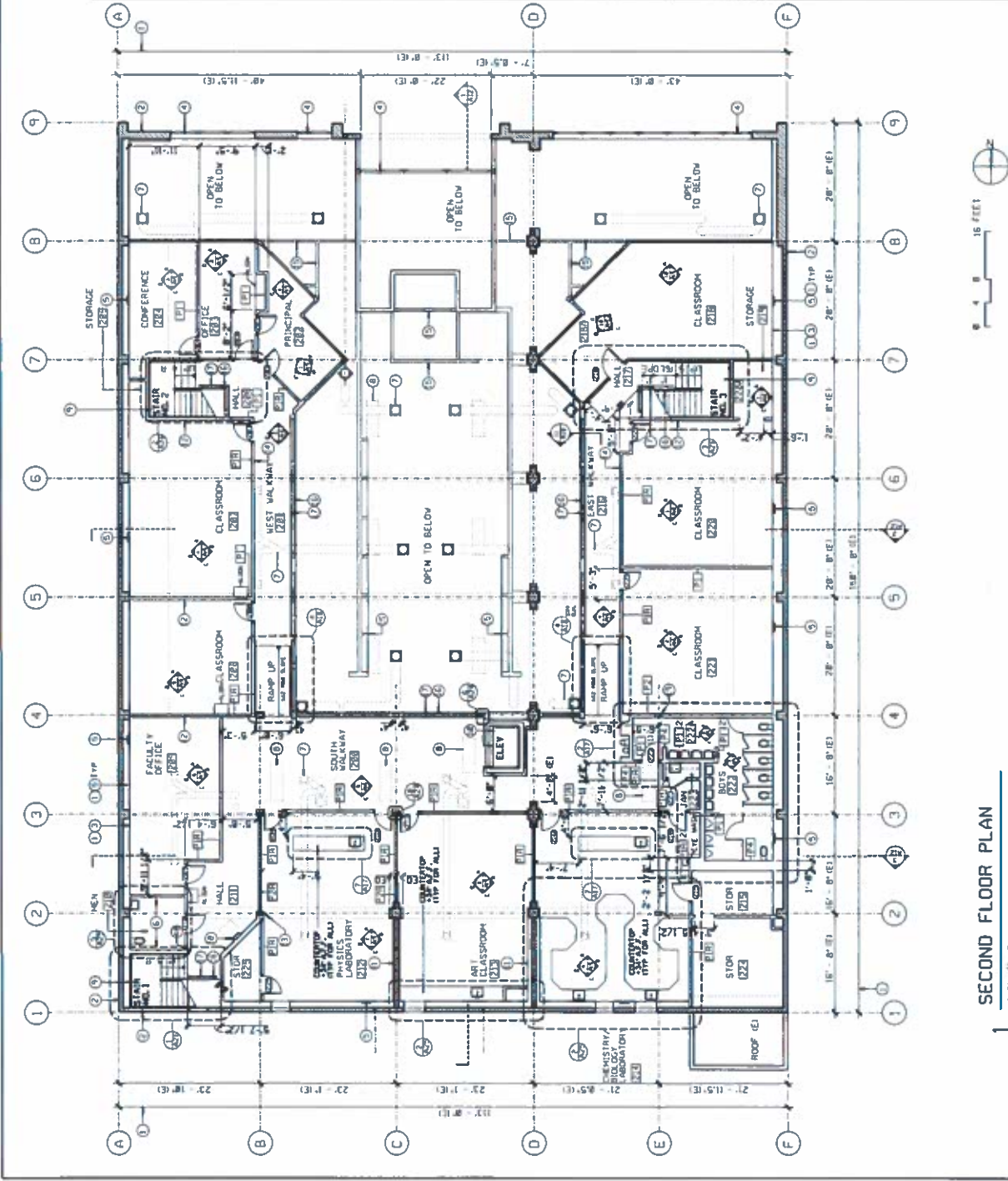
FLOOR PLAN NOTES

- 1 DIMENSIONS ARE TO FACE OF DRYWALL OR FACE OF COMMITTEE BACKING BOARD AT WALLS W/ TILE FINISH UNLESS NOTED.
- 2 PARTITIONS AT TOILET ROOMS, LABORATORIES & LUNCH ROOMS SHALL BE CONSTRUCTED OF 5" DEEP, 1/2" GAUGE Gypsum Board WITH 1/2" X 1/2" X 1/2" SUPPORT STUDS. WALLS WITH BACKING ALLOWED TO STUCCO AS REQUIRED.

Construction 23 July 2002
Project 0010.01

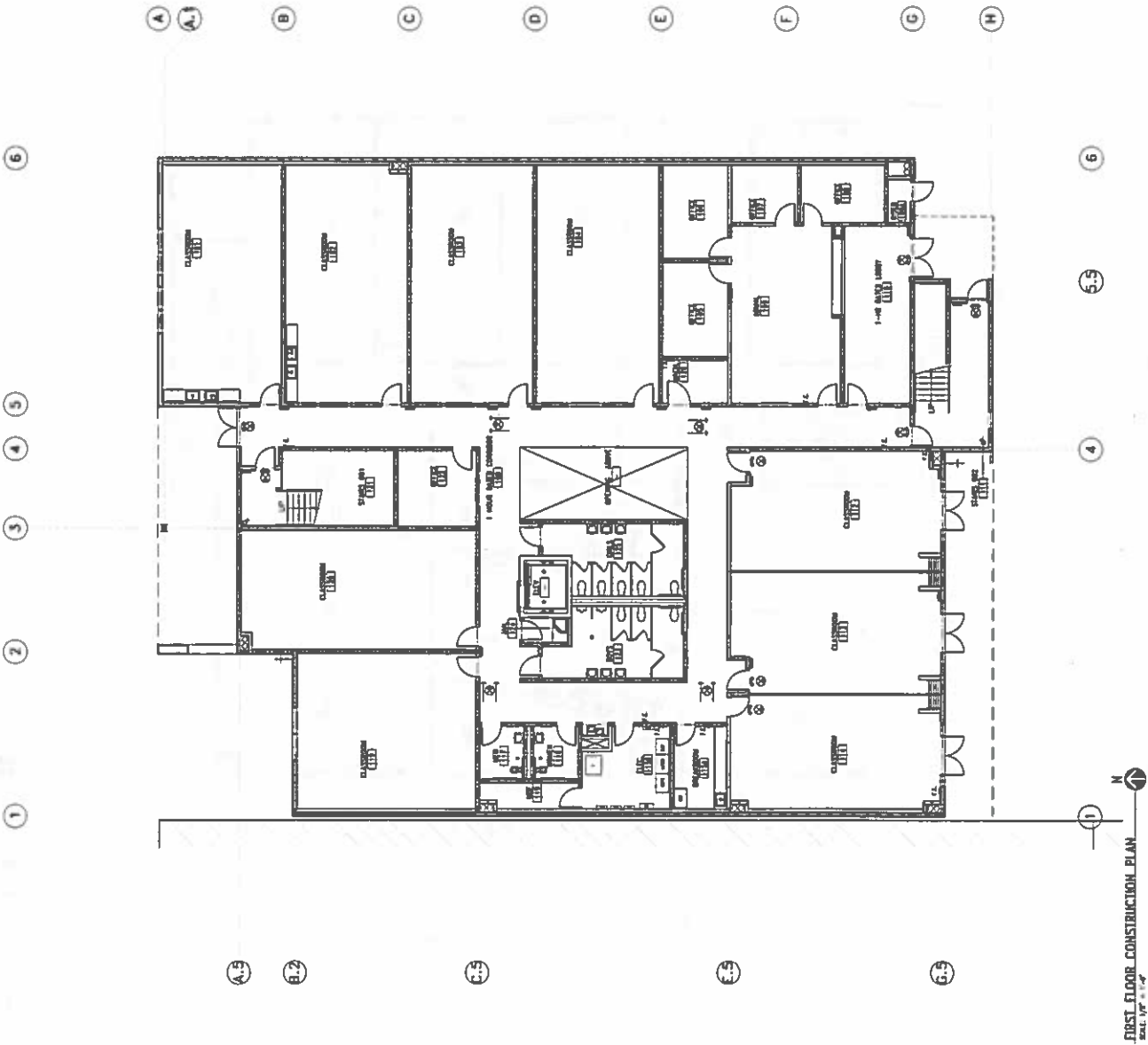
SECOND FLOOR PLAN

A 7



1 SECOND FLOOR PLAN
1/8" = 1'-0"

Existing Building Second Floor Plan



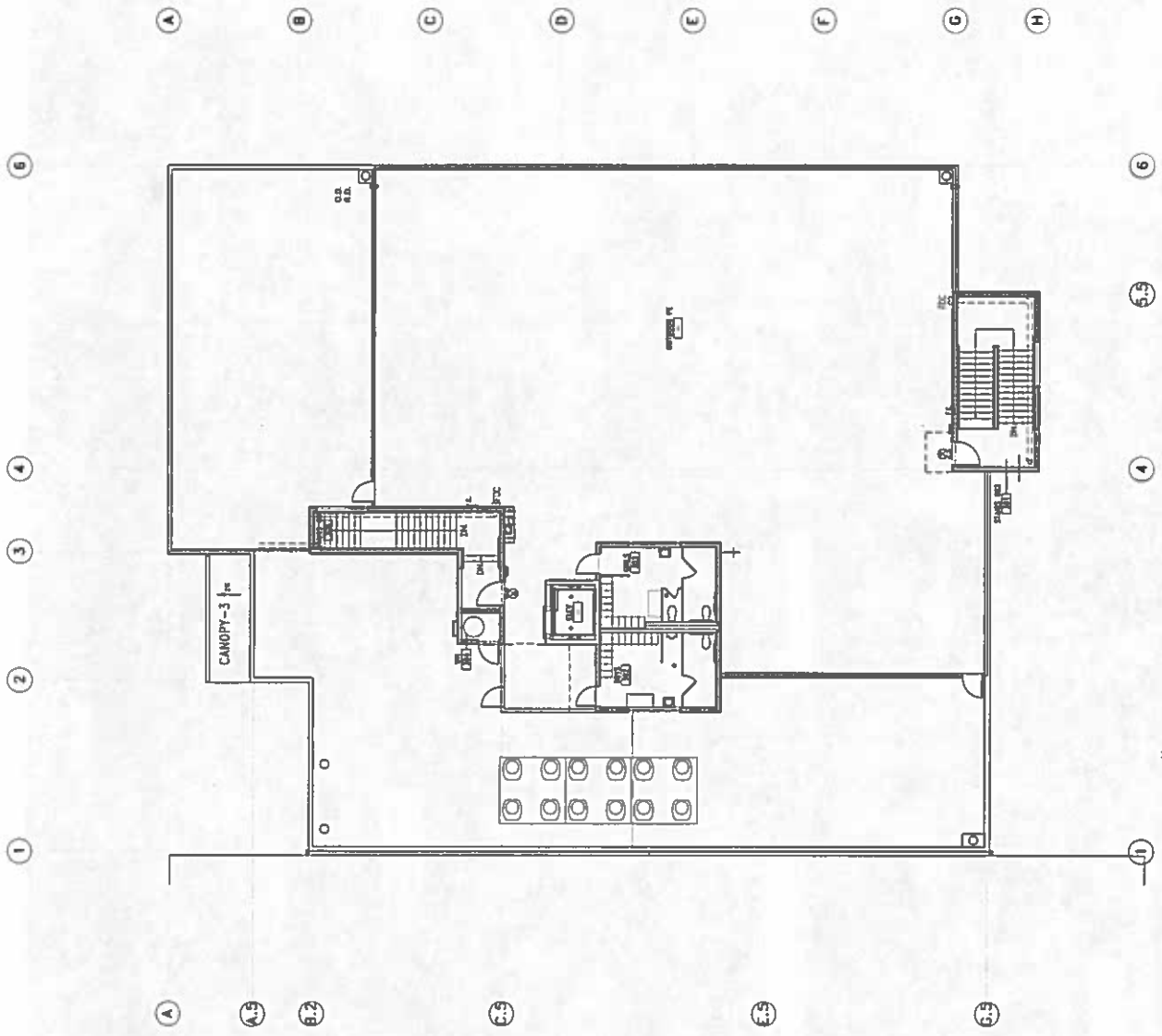
New High School Building
- First Floor Plan

FIRST FLOOR CONSTRUCTION PLAN
 Scale: 1/8" = 1'-0"



SECOND FLOOR CONSTRUCTION PLAN
 SCALE: 1/4" = 1'-0"

New High School Building
 - Second Floor Plan



ROOF CONSTRUCTION PLAN
SCALE: 1/8" = 1'-0"

New High School Building
- Roof Plan

Preliminary site plan

Near term - outdoor recreation
Long term - third building

Solar Shade Shelter

Existing building -
26,251 SF, 2-story

Parking or
outdoor recreation

New High School -
25,163 SF, 2-story

© 2017 Google
© 2017 Europa Technologies
© SPOWAGE

Google earth



PROPOSAL FOR SOLAR CONSULTING SERVICES

CUMMING
Building Value Through Expertise



January 12, 2018

Timothy Buresh
Magnolia Science Academy
18230 Kittridge Street
Reseda, CA 91335

RE: Request for Proposal for Solar Consulting Services

Dear Mr. Buresh,

Cumming is pleased to present our proposal for Solar Consulting Services for the project at Magnolia Science Academy (Magnolia) in Reseda, CA.

Cumming was founded in 1996, and with more than 600 team members. Our team has extensive experience in providing renewable energy project development and related project management services for schools and higher education clients throughout California.

Why the CUMMING Team? We recognize the importance of this assignment to the overall success of the project and can provide our highly-qualified team of energy engineers for the execution of required tasks. We believe our team can ensure the project's success:

- Over 105 MW of solar PV projects developed and installed
- Over \$110 Million in approved energy funding for our Clients.
- Performed 360+ ASHRAE Level 1 and 2 energy audits and assessments of Owner facilities.
- Highly qualified, credentialed energy engineers providing technical services in the identification, development, implementation, and verification of energy efficiency and renewable energy projects

After reviewing our enclosed proposal and qualifications, if you have any questions or concerns, please do not hesitate to contact me.

Sincerely yours,



Christine Marez, CIG, LEED AP
Managing Director Energy and Sustainability

Authorized Proposal Contact

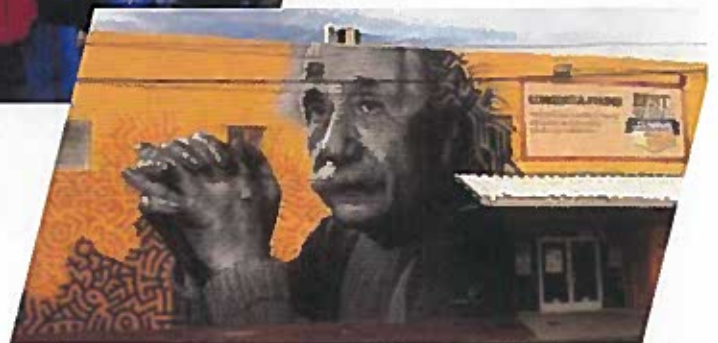
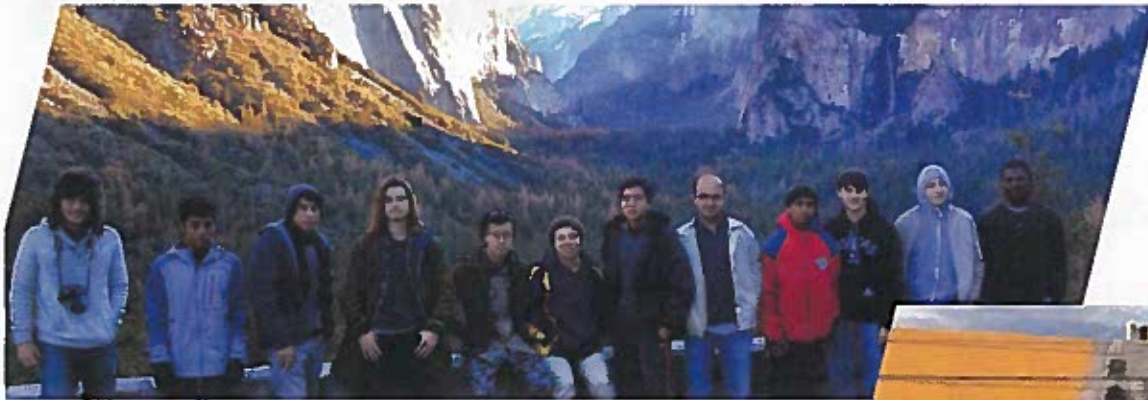
Christine Marez, CIG, LEED AP
Managing Director Energy
Phone: (626) 688-4634
Email: cmarez@ccorpusa.com

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Cumming is a privately-owned California corporation and is not is not a subsidiary or affiliate of another company or companies. Cumming has been authorized to do business in the State of California for our entire history. Our California business license number is C2976512.



SECTION 1 | GENERAL INFORMATION

FIRM OVERVIEW AND CAPABILITIES

Cumming was founded in 1996, and with more than 600 team members—most of whom reside in California, where we are headquartered—our team has extensive experience in providing energy and sustainability services, commissioning, project and construction management, cost estimating, and project controls. Cumming has more than 29 offices worldwide and is able to provide additional resources and expertise to the District as needed throughout this engagement.

Our core business includes energy efficiency and renewable energy services, construction, project, and program management, cost estimating, master planning, program assessments, project controls, and dispute resolution and avoidance.

Cumming’s philosophy is to create value for our clients through our proven expertise and to build lasting relationships based on trust, reliability and results. Cumming will work collaboratively with Magnolia to develop its sustainability and energy goals. Cumming has for over 20 years provided its services to K-12 school districts as Owner Representatives – we work collaboratively and transparently with stakeholders, Board Members, Facilities and Maintenance management, school administrators, and community groups, to deliver services that achieve school facilities and educational goals.

CUMMING CORE VALUES

Client Focus

Client Focus is central to who we are, and is a fundamental component of our success. We listen to our clients and provide services and solutions that meet their needs.

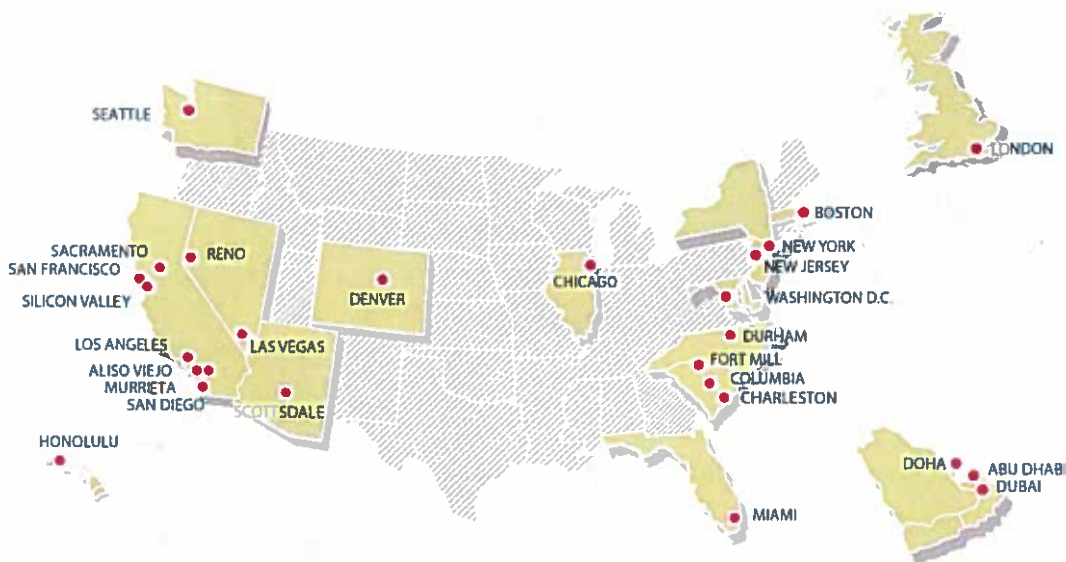
Team Members

Team Members are the life and blood of our organization. It has always been the combined experience and effort of our team members that has made Cumming successful. Knowing this, we hire only the very best people.

Integrity

Integrity is more than just operating within the parameters of the law: It is also about being ethical and moral. As one team member put it, “It not only has to be right, it also has to look and feel right.” At Cumming, integrity is about treating people and companies the way we want to be treated. It is about doing what we say we are going to do and following through. Simply stated, we do the right thing, always.

Quality



SECTION 2 | SOLAR CONSULTING EXPERIENCE

Cumming has a strong understanding of renewable energy projects, and demonstrated experience reviewing services from the performance of solar PV feasibility studies, analysis of financial options for project funding, identification of energy funding resources, development of solar RFP for the selection of the most qualified solar providers, and management of project installation.

The Cumming team has performed Solar Feasibility Studies for over 150 school sites, administrative offices, and maintenance and operations facilities and identified over 105 MW of solar PV System carports, rooftops, and ground mount systems for K12 School Districts including

- La Canada USD
- San Francisco USD
- San Bernardino City USD
- Lake Elsinore (Design-Build)
- West Contra Costa USD
- Tustin USD
- Bowman Charter School
- Vacaville USD
- Alhambra USD
- Anaheim Union HSD
- Fullerton Joint Union HSD
- Orange County Dept. of Ed
- Oxnard USD
- Placer County of Education
- Beverly Hills USD
- Val Verde USD
- Guajome (Charter) Schools
- Baldwin Park USD
- Green Dot Public Schools
- Irvine USD
- El Centro Elementary SD
- Anaheim Union HSD
- Bellflower USD
- ABC Unified School District

Cumming understands the importance of applicable CA Government Code of Regulations AB4217 and DSA requirements for K12 School District renewable energy project procurement, design, and construction. Cumming has developed procurement documents for and been successful in negotiations of Cumming has extensive experience in the development of Solar PV RFQ/P documents, including AB4217 “best value” competitive bidding, and managed multiple procurements in accordance with state and local public contract requirements to assure compliant evaluation and selection of qualified firms.

Cumming has an extensive knowledge of most of the Solar Provider firms in California and will help guide the District to understand all terms of submitted Proposals; and perform a cost analysis comparison of pricing, rates, installation costs, utility escalation rates, buy-out terms, and maintenance agreements

RENEWABLE AND PROJECT FINANCING

Cumming’s experience includes the identification of alternates for project financing and provide a detailed accounting of each option, its risks, cost benefits, and financing including the following options: There are several ways to procure Solar PV and other alternative energy systems including:

- Direct Purchase (BUY)
- Power Purchase Agreement (PPA)
- Tax Exempt Municipal Bonds
- Lease Option



SECTION 2 | SOLAR CONSULTING EXPERIENCE

- Investment Tax Credit (ITC)*
- CREBS (recently re-funded by Fed Govt for \$1.4 Billion)

* Qualified solar facilities placed in service are eligible for a 30% Investment Tax Credit (ITC) through December 2019 in which the Tax Credit reduces to 10% after 2022. For tax-exempt school districts, the ITC would be monetized by a 3rd Party Providers thereby reducing the overall cost of the project—and increasing energy savings.

RELEVANT EXPERIENCE

Cumming present the following five projects that demonstrates required experience per this RFP:

ALHAMBRA UNIFIED SCHOOL DISTRICT, SOLAR PV PROGRAM DEVELOPMENT



Date of Agreement: November 2014–June 2016

Type of Project: Solar Feasibility Study and Procurement Management

Contact Person & Title: George Murray, Construction Director

Phone Number: (626) 943-6540

General Scope of Project: Cumming Energy Director Christine Marez, developed, implemented, and managed the procurement of two (2) solar renewable energy projects at Alhambra Unified School District (ASUD), for its Mark Keppel and San Gabriel High School campuses. Services provided included utility consumption and PV system analysis, development of best value procurement process and corresponding due diligence, administration of bid submittal, evaluation, interviews, and recommendations for the Board. As a result of the prescribed bid and evaluation process, AUSD benefited from increased cost savings in proposer reduced rates (\$/kWh) of approximately \$146,000 per year.

Utility rate analyses were complete for each site and data based on actual utility bills from the prior 12 months; results were used in the basis for Project financial proformas that projected utility cost savings expectations based on actual utility tariffs.

VAL VERDE UNIFIED SCHOOL DISTRICT, Perris, CA



Date of Agreement: April 2015–December 2018

Type of Project: Energy Audit Services and Solar Project Development Services

Contact Person & Title: Stacy Strawderman, Facility Director

Phone Number: (951) 940-6100, Ext. 10652

General Scope of Project: Performed ASHRAE Level energy audits, and implementation of the procurement of solar renewable energy projects for 23 sites. Work includes solar feasibility study, financial proforma, development of request for proposal, evaluation of proposals, and presentation to stakeholders, community members, and board of education in accordance with Government Code Section 4217.10. Utility rate analyses were complete for each site and data based on actual utility bills



SECTION 2 | SOLAR CONSULTING EXPERIENCE

from the prior 12 months; results were used in the basis for Project financial proformas that projected utility cost savings expectations based on actual utility tariffs.

Total Estimated project costs \$28 Million (7.1MW). At the direction of the District, Cumming is reviewing a PPA option in the current negotiations for solar provider selection and monetization of the Fed ITC Tax Credit. At the direction of the District, Cumming negotiated an \$0.114 rate per kWh for the District; Solar project is 70% installed.

BEVERLY HILLS USD, SOLAR PV FEASIBILITY STUDY AND PROJECT DEVELOPMENT



Date of Agreement: Sept 2014–present

Type of Project: Solar Feasibility Study and Procurement Management Contact

Contact Person & Title: Pat Lapin, Director

Phone Number: (310) 721-2586

General Scope of Project: Prop 39 Energy efficiency project assessment and implementation; and development of the District’s Prop 39 Energy Expenditure Plan for submission to the CEC. Work includes Solar Feasibility Study for 6 sites and administration of District RFQ/P procurement process in accordance with Government Code Section 4217.10. Utility rate analyses were complete for each site and data based on actual utility bills from the prior 12 months; results were used in the basis for Project financial proformas that projected utility cost savings expectations based on actual utility tariffs.

Total Estimated project costs \$5.9 Million. At the direction of the District, Cumming is reviewing a PPA option in the current negotiations for solar provider selection and monetization of the Fed ITC Tax Credit. Project RFQ/RFP is planned for Summer 2019 to coincide at the end of the major modernization improvements.

GREEN DOT PUBLIC SCHOOLS, Various Location within Los Angeles, CA



Date of Agreement: April 2015–Dec 2019

Type of Project: Solar Project Development

Contact Person & Title: Dean Felton, Director

Phone Number: (323) 312-7720

General Scope of Project: Energy efficiency project assessment and solar carport analysis at 18 sites. Cumming is planning the administration of District RFQ/P procurement process in accordance with Government Code Section 4217.10. Utility rate analyses were complete for each site and data based on actual utility bills from the prior 12 months; results were used in the basis for Project financial proformas that projected utility cost savings expectations based on actual utility tariffs of LADWP and SCE sites.

Total Estimated project costs \$2.2 Million for a system size of 760kW. Cumming is currently managing the procurement of the solar PV system planned for Summer 2018-19.

ANAHEIM UNION HIGH SCHOOL DISTRICT, Solar Feasibility Study and Procurement



Date of Agreement: July 2015–Dec 2019

Type of Project: Solar Feasibility Study and Procurement Management

Contact Person & Title: Patricia Neely, Director Facilities

Phone Number: (714) 999-2380

General Scope of Project: Energy efficiency project assessment and implementation; and development of the District’s Prop 39 Energy Expenditure Plan for submission to the CEC. Work includes Solar Feasibility Study for 12 sites and administration of District RFQ/P procurement process in accordance with Government Code Section 4217.10. Utility rate analyses were complete for each site and data based on actual utility bills from the prior 12 months; results were used in the basis for Project financial proformas that projected utility cost savings expectations based on actual utility tariffs. Projects are being developed and phased with other District Bond construction work

Total Estimated project costs \$15.1 Million (4.0 MW). Currently there are no solar incentives from the State however Anaheim Public Utility has “Sun Power for the Schools Request for Grant” program offers up to \$150,000 for qualified solar projects;

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, Solar Feasibility Study and Procurement



Date of Agreement: July 2016–Dec 2019

Type of Project: Solar Feasibility Study and Procurement Management

Contact Person & Title: Dale McCurry, Energy Manager

Phone Number: (909) 664-4237

General Scope of Project: Solar Feasibility Study for 10 sites and administration of District RFQ/P procurement process in accordance with Government Code Section 4217.10. Utility rate analyses were complete for each site and data based on actual utility bills from the prior 12 months; results were used in the basis for Project financial proformas that projected utility cost savings expectations. Recent submission of SCE Interconnect Agreement for “grandfathering ” of time of use rates for 7 years resulting in additional energy cost savings for the District.

Total Estimated project costs \$15.3 Million (4.6MW). At the direction of the District, Cumming is managing the RFP process for the solar procurement and award planned for Summer 2018.



SECTION 2 | SOLAR CONSULTING EXPERIENCE

JUDICIAL COUNCIL OF CALIFORNIA



Date of Agreement: June 2017–present

Type of Project: Solar PV and Battery Storage Feasibility Study; Lighting Retrofits

Contact Person & Title: Mark Johnson, Director

Phone Number: (916) 643-7026

General Scope of Project: Lighting retrofit projects for 44 court houses in California and a Solar PV and Battery Storage Feasibility Study for 27 Court House sites. Cumming is managing the client's RFQ/P procurement process in accordance with Government Code Section 4217.10. Utility rate analyses were complete for each site and data based on actual utility bills from the prior 12 months and results were used in the basis for Project financial proformas that projected utility cost savings expectations based on actual utility tariffs of LADWP and SCE sites.

SECTION 3 | REFERENCES

Cumming provides the following references

Dale McCurry, Energy Manager

Fullerton Joint Union High School District

(909) 664-4237, dmccurry@fjuhsd.org

Cumming Team Member(s): Christine Marez, Adam Todd, Michelle McFadden Hill, Shane Noreen

Patricia Neely, Director of Facilities

Anaheim Union High School District

(714) 999 3505, neely_p@auhsd.us

Cumming Team Member(s): Christine Marez, Adam Todd, Shane Noreen

Stacy Strawderman, Energy Manager

Val Verde Unified School District

(909) 664-4237, dean.felton@animo.org

Cumming Team Member(s): Christine Marez, Adam Todd, Shane Noreen

Dean Felton, Energy Manager

Green Dot Public Schools

(323) 312-7720, dean.felton@animo.org

Cumming Team Member(s): Christine Marez, Adam Todd, Shane Noreen

IV SECTION 4 | PROJECT APPROACH

PROJECT APPROACH

The objective of Cumming's approach and phased work plan is to develop a strategy to integrate solar PV power into the Magnolia Science Academy's campus plan at minimal cost. Cumming's work plan incorporates the following phase and steps in support of this objective:

PHASE 1: ASSESS

Step 1 | Conduct onsite audit to collect field data, electrical switchgear data, look for potential shade obstructions, and assess proposed solar array locations

Step 2 | Perform a Baseload study, review building baseloads, model future baseloads (third building), review existing rate schedules and possible incentives. Specific analysis and recommendations will include:

- ✓ PV system size and capacity (per site)
- ✓ Identification of available energy incentives or other sources of funding
- ✓ Specify type of PV system(s) proposed for each site (i.e. carport/shade structure, roof mount, ground mount)
- ✓ Identify any shade obstructions such as trees, buildings that could limit solar performance
- ✓ Review energy profiles for possibility of battery storage opportunities
- ✓ Review financing options for potential funding of project

PHASE 2: DEVELOP

Step 1 | Develop solar production and financial models

Step 2 | Analyze utility data and develop projected energy savings and bill offsets

Step 3 | Develop Solar Feasibility Report and Recommendations

Step 4 | Prepare Request for Proposals and manage procurement per client direction

Step 5 | Oversee solar provider selection and negotiate Power Purchase Agreement terms

Step 6 | Make presentations to the Magnolia School Board and to the City Planning Department

PHASE 3: IMPLEMENT

Step 1 | Coordinate with contractor the LADWP Interconnection Agreement submissions

Step 2 | Provide installation oversight and support services as needed

Step 3 | Provide commissioning oversight and support services as needed

Step 4 | Make recommendations to incorporate solar process into Magnolia academic programs

Step 5 | Review of Contractor construction schedule

Step 6 | Review of design documents including drawings and specifications

Step 7 | Provide Construction Oversight and Commissioning and Closeout

IV SECTION 4 | PROJECT APPROACH

IV SECTION 4 | PROJECT APPROACH

SCOPE OF SERVICES

Cumming provides a more detailed scope of services for the performance of the work of this RFP. In addition to the identified workplan tasks, Cumming will work collaboratively with Magnolia to deliver an integrated solar PV system that achieves Magnolia's energy goals including building partnerships between Magnolia management, the individual school administrators, teachers, and parent groups, and the local community as required.

Based upon our expertise in delivering renewable energy systems, Cumming proposes the following services:

- Cumming will facilitate the initial Kickoff Meeting to affirm roles and responsibilities of Magnolia management and stakeholders and identify protocols for communication with school administrators and external stakeholders, if any.
- Review current Magnolia energy and sustainability goals and policies to ensure that the Solar PV system is sized accordingly.
- Review utility bills and perform data analytics and report on potential Solar PV and Battery Storage energy savings options.
- Perform site walks and collect field data
- Analyze renewable energy (Solar PV) options for each site that includes
 - PV system size and capacity (per site)
 - Identification of available energy incentives or other sources of funding
 - Specify type of PV system(s) proposed for each site (i.e. carport/shade structure, roof mount, ground mount)
 - Projected utility cost savings
 - Financing Options and potential project payback for selected site(s) and projects
- Develop and present the *Solar PV Feasibility Technical Report* for Magnolia's review. The report will include various financial options and incentives for Magnolia to consider, as well as a procurement and installation schedule.
- Prepare Request for Proposals to engage qualified solar firms to provide full turnkey, finance, design, construction operation, and maintenance services for the implementation of Solar Photovoltaic Design and Construction services
- Manage procurement per client direction including development of Evaluation Rubric, evaluation worksheets, interviews, review of PPA, negotiations, reference checks, preparation of Board materials, community outreach, and support during contract award.
- Development and implementation of training to incorporate solar process into Magnolia academic programs



IV SECTION 4 | PROJECT APPROACH

Preconstruction

- Review Construction Cost Estimate at 90% Design
- Review of subcontractor (bid) scope and pricing
- Review Contractor (EPC) Schedule
- Review Interconnect Agreement submission and engineered Single line diagrams
- Review material submittals for adherence to PPA and design documents

Construction (Oversight)

- Perform contract administration and support hired construction managers when needed
- Attend weekly construction progress meetings (assumes 12 week construction schedule)
- Attend inspections (utility inspections)
- Attend commissioning activities (assumes Magnolia will hire commissioning company)

Commissioning

Commissioning of PV systems involves visual observations as well as tests and measurements to verify the safe and proper operation of the system. Cumming will perform commissioning immediately after PV installations are completed, prior to being operated and put into service. A thorough commissioning process helps improve safety and quality control, provides verification the installation matches the plans and code requirements, and is performing as expected. Some of the tests conducted during commissioning may be repeated during periodic routine maintenance to help ensure that the system remains in a satisfactory operating condition over its lifetime.

- Key steps of a PV system commissioning procedure typically include:
- Completing final installation details
- Completing visual inspections
- Verifying compliance with NEC requirements
- Conducting electrical verification tests
- Vo/c, Is/c, insulation resistance, polarity
- Verifying system functionality including start-up, operations, shut-down and emergency procedures
- Verifying system power output and energy production meet performance expectations
- Completing system documentation, including changes for as-built drawings
- Conducting user orientation and training on system operations and safety
- Final Installation Checkout
- A final checkout confirms that the installation is complete before conducting any testing and beginning operations. Typically, Cumming performs the final checkout, prior to formal inspections by building officials. With the exception of the PV array, all circuits should be de-energized wherever possible in preparation for system testing. A punch list can be used to help check off items as they are completed, and typically includes the following items:
- Verifying that all structural and electrical components are properly installed and secured

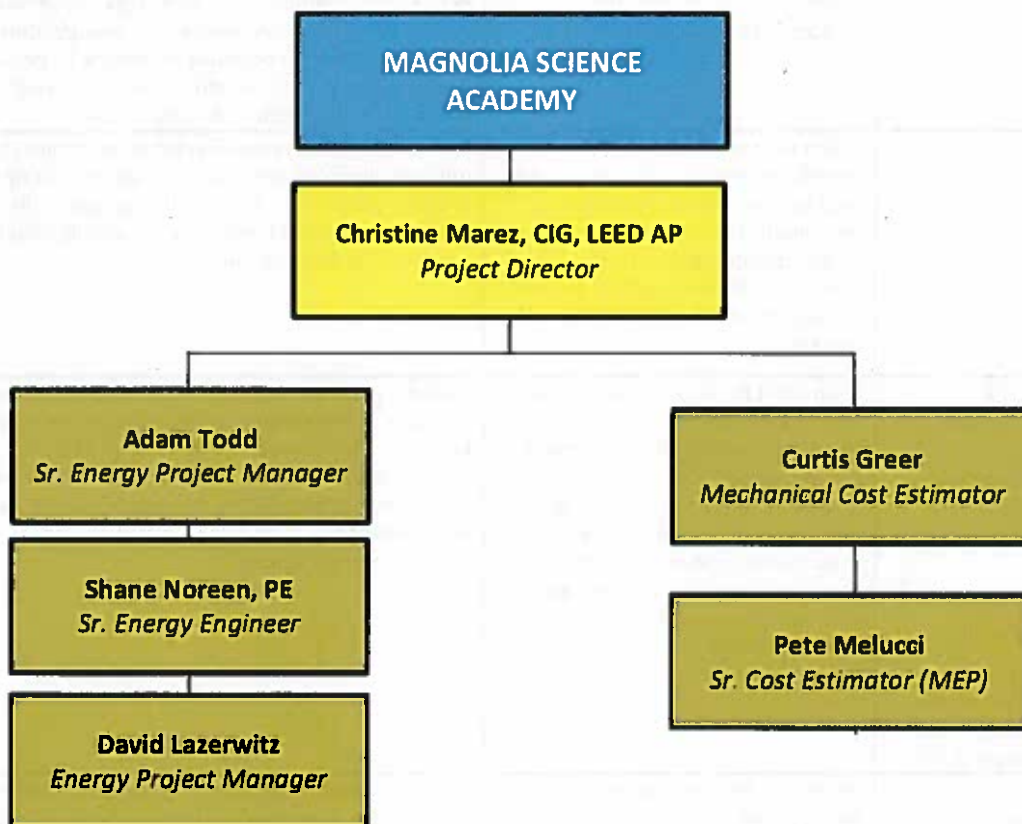
IV SECTION 4 | PROJECT APPROACH

- Verifying that all components are installed in a neat and workmanlike manner, including wire management practices
- Verifying proper connections and terminations, including terminal torque specifications
- Verifying that all required system and equipment labels, marking and placards are correct and in the proper locations
- Verify that any calibrations or adjustments for inverters, charge controllers or other equipment are properly set or programmed
- Verifying that all disconnects are open, fuses are removed and lockout/tagout procedures are in place
- Identifying and completing any unresolved items

IV SECTION 4 | PROJECT APPROACH

Our program management and technical staff—who are identified in the following organizational chart, and who include LEED APs, certified energy managers, lighting design experts, and auditors, and professional engineers—were selected based on their technical expertise, energy industry qualifications, and previous experience delivering these specific energy services. Full team resumes are included in the Appendix.

ALL Cumming project managers are cleared through LiveScan and DOJ. Document will be forwarded to the District upon request.



V SECTION 5 | RESUMES

All team members are 100% available for this engagement and will provide the necessary time commitment to meet the designated delivery schedule. All team members have been cleared through DOJ/LiveScan. Key Individual team member full-page resumes located in the Appendix

KEY PERSONNEL		
Name & Role	Primary Responsibilities	Areas of Expertise
<p>CHRISTINE MAREZ, LEED AP <i>Project Director</i></p> <p>B.S., Electrical Engineering; LEED AP, CIG</p>	<p>Christine will be the team leader and point of contact for this engagement. She will support the performance of engineering and technical services and the management of team members.</p>	<p>Christine is the Director of Energy for Cumming, leading energy project development and sustainability strategies and initiatives. She is a LEED AP with extensive experience developing and managing projects in the sustainability areas of energy conservation, energy efficiency, and renewable energy. Christine has over 25 years of experience managing large capital construction programs and 11 years of experience in electric utility design and construction.</p>
<p>ADAM TODD <i>Senior Energy Project Manager</i></p> <p>B.S., Sociology, Business Administration UCLA Certification of Construction Management</p>	<p>Adam oversees Cumming's renewable energy services and will lead our team to develop and implement the Solar PV plan scope, develop bid documents, contractor bid evaluation, project management, commissioning and closeout</p>	<p>Adam has over 8 years of experience in the construction industry, working specifically in lighting design and project implementation and the sustainability sector and 4 years Prop 39 expertise delivering required services and funding approvals.</p>
<p>SHANE NOREEN, PE <i>Senior Mechanical Engineer</i></p> <p><i>Certified Professional Civil Engineer for the State of California (R.C.E. # C77177)</i></p> <p>M.S., Energy Engineering, University of Maryland, College Park, MD B.S., Geological Engineering Minor Geology, University of Minnesota, Minneapolis, MN</p>	<p>Shane will be responsible for the Solar PV energy modeling, financial analysis and equipment review, and project implementation. Shane will review PPA terms and conditions and procurement closing documents; and provide technical oversight through construction and commissioning.</p>	<p>Shane is a detailed-oriented Senior Engineer with over 15 years of experience in the engineering consulting business whose expertise consist of energy conservation analysis, construction management and oversight, system design and procurement, compliance and permitting, system management, site investigation/auditing.</p>
<p>DAVID LAZERWTIZ <i>Senior Energy Manager</i></p> <p>B.A., Biology, Minor: Environmental Issues NABCEP Certified PV Installer #032611-179 Project Management Professional (PMP)</p>	<p>David will perform technical services and Solar PV energy modeling and analysis. Provide project management support during project implementation and provide technical oversight through construction and commissioning.</p>	<p>David has over 14 years of experience in the energy engineering consulting business whose expertise consist of energy conservation analysis, construction management and oversight, Solar PV development and installations.</p>

V | SECTION 6 | INSURANCE

Client#: 423679

CUMMIGROUP

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2017

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).


PRODUCER Marsh & McLennan Insurance Agency LLC Company 1 Polaris Way, Ste 300 License #0H18131 Aliso Viejo, CA 92656	CONTACT NAME: Angela Lin PHONE (A.C. No. Ext.): 949-540-6910 FAX (A.C. No.): E-MAIL ADDRESS: Angela.Lin@MarshMMA.com													
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INSURER E : ACE American Insurance Company	22667													
INSURER F :														
INSURED Cumming Construction Management, Inc. 25220 Hancock Avenue Suite 440 Murrieta, CA 92562														

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/VD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6056835935	12/31/2017	12/31/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		6056835949	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$10,000		6020879487	12/31/2017	12/31/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	6056835966 (CA)	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D		N/A	6056835952 (AOS)	12/31/2017	12/31/2018	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability Retro: 11/7/2006		EONG23632688012	12/31/2017	12/31/2018	Limit: \$5,000,000 Each Claim / Aggregate Deductible: \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
RE: Evidence of Coverage

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION 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 

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VII SECTION 7 | BUDGET AND COST OF SERVICES

Proposed engagement model is one of highly tailored Owner’s Representation, wherein our team of energy project managers and technical staff work directly on behalf of your interests. Cumming offers its Owner Representative services for the management and oversight of the Solar PV project implementation.

Cumming will perform all tasks as required by this RFP on a time and material basis based on Cumming’s fully burdened rates.

Team Member and Position	Rate
Christine Marez, Project Director	\$175
Adam Todd, Senior Project Manager	\$165
Shane Noreen, Senior Project Engineer	\$165
David Lazerwitz, Energy Project Manager	\$145
Valerie Davis, Project Coordinator	\$110

Table 1–Cumming Fully Burdened Rates

FEE SUMMARY

Cumming provides A Detailed Fee Breakdown (on the following page) based on a blended rate of \$155/hr. Our proposed Fee and services can be negotiated with Magnolia based on the available budget for this Work.

PROPOSED FEE	
Task 1: Solar Assessment for Solar Plan and Strategy	\$9,240
Task 2: Contractor Procurement	\$8,580
Task 3: Contract Negotiations	\$3,300
Task 4: Design and Interconnection	\$5,280
Task 5: Construction Oversight (assumes a 3-month construction)	\$6,600
Task 6: Construction Closeout	\$3,300
TOTAL FEE	\$36,300

VII SECTION 7 | BUDGET AND COST OF SERVICES

PROPOSED SERVICES				
Task 1: Solar Assessment for Solar Plan and Strategy	Hours	Qty	Total	Subtotals
Solar Site Audit	4	1	\$660	\$9,240
Baseload study, review building baseloads, model future baseloads (third building), review existing rate schedules and possible incentives.	32	1	\$5,280	
Solar Assessment - Production and financial modelling	16	1	\$2,640	
Solar Report - Results and Recommendations	4	1	\$660	
Task 2: Contractor Procurement				
Prepare request for proposal (RFP)	16	1	\$2,640	\$8,580
Bid Walk	8	1	\$1,320	
Contractor interviews	8	1	\$1,320	
Proposal evaluation	20	1	\$3,300	
Task 3: Contract Negotiations				
Provide technical support for contract negotiations (verify production guarantee)	8	1	\$1,320	\$3,300
Review Power Purchase Agreements	12	1	\$1,980	
Task 4: Design and Interconnection				
Review of Contractor construction schedule (+ two meetings)	12	1	\$1,980	\$5,280
Review of design documents including drawings and specifications	12	1	\$1,980	
Review Interconnect Agreement submission and engineered Single line diagrams	8	1	\$1,320	
Task 5: Construction Oversight (assumes a 3-month construction)				
Preconstruction meeting	4	1	\$660	\$6,600
Attend or Facilitate weekly onsite construction/progress meetings	36	1	\$5,940	
Maintain construction schedule per owners needs	Scope to be performed by Magnolia Consultants			
Review RFIs or change order documents				
Implement Quality Assurance with site visits and site meetings				
Cash flow monitoring, reporting and document controls				
Task 6: Construction Closeout				
Punchlist review/tracking	8	1	\$1,320	\$3,300
As-build and final documentation verification	0	1	\$-	
Inspection participation	4	1	\$660	
Commissioning attendance	8	1	\$1,320	
TOTAL PROPOSED FEE	220			\$36,300

VIII SECTION 8 | PROPOSED CONTRACT FOR CONSULTING SERVICES

Cumming's Sample Contract Agreement is located in the APPENDIX



CHRISTINE MAREZ, LEED AP *Project Director*

Christine is a Managing Director of Cumming, leading energy project development and sustainability strategies and initiatives. She is a LEED AP with extensive experience developing and managing projects in the sustainability areas of energy conservation, energy efficiency, and renewable energy. Christine has over 28 years of experience managing large capital construction programs and 11 years of experience in electric utility design and construction.

REPRESENTATIVE EXPERIENCE

Proposition 39 Energy Efficiency and Energy Generation Services
Cumming Director Christine Marez managed and administered tasks associated with CA Energy Commission Prop 39 Guidelines for the development and submittal of CEC energy expenditure plans and requests for over \$70 Million of project funds for LED lighting retrofits and HVAC upgrades. Work includes ASHRAE energy auditing, sustainability studies, benchmarking, MEP cost estimating, and Solar PV project development. Clients receiving the above listed services are Santa Ana USD, Glendale USD, Pasadena USD, La Canada USD, Tustin USD, Alhambra USD, Vacaville USD, San Bernardino USD, West Contra Costa USD, Lake Elsinore USD, and Val Verde USD.

Val Verde Unified School District, Solar Development, 7.1 MW Projects
Performance of Feasibility Study and development of Solar PV System for 23 sites at Val Verde Unified School District. Solar PV energy services include conceptual design, energy cost savings, risk analysis for each Power Purchase Agreement/Lease options, Solar PV project financial Pro Formas. Development of RFP documents and management of procurement process for solar project implementation, best value analysis, and Board recommendation of project approval.

Anaheim Union High School District, Solar Development, 6.2 MW
Development of Solar Projects for and feasibility studies at 17 school and administrative sites. Solar PV energy services include conceptual design, energy cost savings, risk analysis for each Power Purchase Agreement/Lease options, Solar PV project financial Pro Formas. Management of procurement and project implementation, best value analysis, and construction.

EDUCATION

B.S., Electrical Engineering,
California State University,
Los Angeles CA

CERTIFICATIONS

LEED AP CIG

APPENDIX

CHRISTINE MAREZ (PAGE 2)

Beverly Hills Unified School District, Solar Development, 2 MW Projects, Beverly Hills, CA

Development of Solar Projects for Beverly Hills Unified School District and feasibility studies at various school sites. Solar PV energy services include conceptual design, energy cost savings, risk analysis for each Power Purchase Agreement/Lease options, Solar PV project financial Pro Formas. Management of procurement process for solar project implementation, best value analysis, and Board recommendation of project approval.

Senior Electrical Engineering Manager, Los Angeles Department of Water & Power, Los Angeles, CA

Senior Electrical Engineering Manager for Power System Capital Construction program directly responsible for electrical substation design, transmission line design and construction, related electrical infrastructure project development, schedule and budget, design specs, contract procurement, field engineering, construction management and contract closeout.

Director of Construction Policy, Los Angeles Unified School District, Los Angeles, CA

Program Manager for LAUSD's \$29 billion New School Construction & Modernization program. Led a program team of highly trained construction and project managers in sustainable project design development, construction, contractor relations, program budgeting, change management, payment processing, and project closeout



SHANE NOREEN, PE *Senior Mechanical Engineer*

Shane is a detailed-oriented Senior Engineer with over fifteen (15) years of experience in the engineering consulting business whose expertise consist of energy conservation analysis, construction management and oversight, system design and procurement, compliance and permitting, system management, site investigation/auditing, California Proposition 39 services, energy models and calculations and energy efficiency implementation

REPRESENTATIVE EXPERIENCE

CA Energy Commission Prop 39 Program, Senior Engineer

Responsible for the development, analysis of energy conservation projects, and technical support for the feasibility and procurement of solar projects for various sites (50kW to 3MW in size). Tasks include the feasibility analysis, preparing the request for proposal, vendor selection and construction management.

Palm Springs Unified School District K-12 Proposition 39 Services

Provided management and technical services to identify and calculate energy saving measures to be funded by Prop 39 over 5 years. Task included in this project are ASHRAE Level II Auditing, retro- commissioning studies and other energy efficiency measures. Preparation of the Audit Report and a 5-year expenditure and energy efficiency measure plan to cover the span of Prop 39.

City of Palm Springs Solar Project

Provided data analysis and technical support for the procurement of a 3MW solar project constructed across 14 sites. As part of the project, data collection and a feasibility was conducted. The procurement process includes preparing the Request for Proposal (RFP) and construction oversight.

EDUCATION

M.S., Energy Engineering,
University of Maryland,
College Park, MD

B.S., Geological Engineering
(Environmental Emphasis)
Minor Geology, University of
Minnesota, Minneapolis, NM

CERTIFICATIONS

Certified Professional Civil
Engineer for the State of
California (R.C.E. # C77177)



ADAM TODD AP *Sr. Energy Project Manager*

Adam has over 7 years of experience in the construction industry, working specifically in lighting design and project implementation and the sustainability sector and 3 years Prop 39 expertise delivering required services and funding approvals.

REPRESENTATIVE EXPERIENCE

Energy Assessments and Prop 39 Services

Provides energy and project management support to over 28 K-12 California School District clients for the Prop 39 program. Work includes benchmarking, utility usage analysis, lighting design and analysis, and pursuit of utility rebate and incentive programs for lighting retrofit projects.

World of Color Design, Sustainability Strategist, Scottsdale, AZ

Worked extensively with commercial property owners to create sustainable strategies for long-term design, function, and efficiency of lighting systems. Created feasibility studies and provide recommendations highlighting short and long-term impacts on energy usage and O+M costs. Documented environmental impacts relative to feasibility study and project implementation. Oversee budgeting, material procurement, contractor & site rep coordination, installation schedule, benchmarking, federal/state incentive documentation. Sustainability and design strategies in commercial, industrial, restaurant, multi-family, and landscape architecture. Notable clients such as Honeywell and Fox Restaurant Concepts. Customers to date have realized 2.1M kWh in annual usage reductions, \$205,200.00 savings on annual operating costs, and \$41,400.00 savings in material/labor maintenance costs.

Urban Greenery, Co-Founder, Los Angeles, CA

Business-side Co-founder of urban agriculture Start-up Company in Los Angeles. Work on research and data analysis for site selection, project development, system function, output potentials, supply bandwidth, revenue projections, and operating costs. Assist in brand development, consumer outreach, and partner relationships on multiple platforms.

EDUCATION

B.S., Sociology, Business Administration

Construction Management Certification, UCLA

IV SECTION 4 | KEY TEAM RESUMES

**ADAM TODD
(PAGE 2)**

US Energy Recovery, Project Manager, Tempe, AZ
Managed energy efficiency project installations for commercial/industrial clients. Supported overall design work, federal/state incentive documentation, and Schooling. Created internal marketing strategies tracked through CRM system, add to top line revenue growth by \$275,000.



Professional Services Agreement

RE: Solar Consulting Services

This Professional Services Agreement (this "Agreement") is effective as of [REDACTED], 2018 (the "Effective Date"), made by and between Cumming Construction Management, Inc. with its principal office at 823 W. 6th Street, Los Angeles, CA 90014 ("CONSULTANT") and Magnolia Technical Academy ("CLIENT").

WHEREAS, CONSULTANT possesses certain qualifications, capabilities and experience, and

WHEREAS, CLIENT desires to avail itself of the benefits of said CONSULTANT'S advice, recommendations and other services which CONSULTANT is capable of rendering in connection with the business of CLIENT.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties as follows:

1. TERM OF CONTRACT

1.1. This Agreement shall become effective on the Effective Date, and will continue in effect until [REDACTED], 20__ unless earlier terminated in accordance with Section 7 of this Agreement.

2. INDEPENDENT CONTRACTOR STATUS

2.1. It is the express intention of the parties that CONSULTANT is at all times an independent contractor and not an employee, agent, joint venturer, or partner of CLIENT. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CLIENT and CONSULTANT. Both parties acknowledge that CONSULTANT is not an employee of CLIENT for state or federal tax purposes. Neither CLIENT nor CONSULTANT shall be, nor represent itself as being, an agent of the other party or authorized to bind the other party.

3. SERVICES TO BE PERFORMED BY CONSULTANT

3.1. CONSULTANT shall provide Solar Consulting Services on a lump sum basis as described in more detail in attached Proposal (Attachment B) hereto (collectively, the "Services").

4. COMPENSATION

4.1. In consideration for the Services to be performed by CONSULTANT, CLIENT agrees to pay CONSULTANT a total fee not to exceed \$6,400 and as set forth in Attachment A.

4.2. Reimbursable Expenses. The CLIENT will not be liable for any costs or expenses paid or incurred by CONSULTANT in performance of the Services for the Client except as follows:
As allowed with prior approval of a Client.

4.3. Invoices. CONSULTANT shall submit invoices for all Services rendered on a monthly basis following the Effective Date. Payment to CONSULTANT shall be made within thirty (30) days after receipt of the applicable invoice by CLIENT. Payments not made within thirty (30) days of the invoice date shall bear interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is less, commencing as of the date of invoice, until fully paid.

CONSULTANT shall submit invoices to:

Attention:	Paula Purcell
Title:	
Email:	paula@tdainc.com
Direct Phone:	650-581-6615
Address:	4401 Santa Anita Avenue Corp

5. OBLIGATIONS OF CONSULTANT

5.1. Insurance. During the term of this Agreement, CONSULTANT shall maintain the following insurance policies:

5.1.1. Workers' compensation insurance for statutory benefits limits in accordance with applicable labor code(s) and workers' compensation law(s) with minimum limits of \$1,000,000 each employee for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease.

5.1.2. Commercial General Liability Insurance, alone or in combination with Umbrella Liability Insurance, with limits totaling not less than \$1,000,000.

5.1.3. Professional Liability, with limits of not less than \$1,000,000.

5.1.4. Automobile liability insurance covering all non-owned, and hired vehicles for all operations both on and off the project site, with a minimum limit of \$1,000,000 combined single limit per accident for bodily injury and property damage.

5.1.5. Additional Insured Designation. During the term of this Agreement, CLIENT will cause its general contractor, architects and other contractors (or subcontractors) to add CONSULTANT as an additional insured on any contracts of insurance that CLIENT secures (as a loss payee, additional insured or otherwise) from such general contractor, architects and other contractors (or subcontractors) under CLIENT'S agreements with such parties.

5.2. Indemnification.

5.2.1. CONSULTANT shall indemnify and hold CLIENT harmless against any liability imposed or claimed by a third party, including reasonable attorney's fees and other reasonable legal expenses, arising directly from any act or failure to act of CONSULTANT or its assistants, employees or agents that constitutes a breach of this Agreement.

5.2.2. CLIENT shall indemnify and hold CONSULTANT harmless against any liability imposed or claimed by a third party, including reasonable attorney's fees and other reasonable legal expenses, arising directly from any act or failure to act of contractors, designers, and other project related consultants or their assistants, employees or agents (other than CONSULTANT).

5.2.3. Indemnification Procedures. Promptly after receipt by the indemnifying party of notice of the commencement or threatened commencement of any action or proceeding involving a claim in respect of which an indemnified party is entitled to indemnification hereunder, the indemnified party shall notify the indemnifying party of such claim. The indemnifying party shall promptly assume control over the defense and settlement of the claim and diligently defend the claim; provided, however, that (i) indemnifying party shall keep the indemnified party reasonably apprised as to the status of the defense; and (ii) indemnifying party shall obtain the prior written approval of the indemnified party (which approval shall not be unreasonably withheld, delayed or conditioned) before entering into any settlement of such claim

(a) imposing any obligations or restrictions on the indemnified party, (b) which results in an admission of liability by the indemnified party, or (c) which fails to provide for and include an express, unconditional release of all indemnified parties from all claims in connection therewith. The indemnifying party shall not be obligated to indemnify an indemnified party for any claims settled without the indemnifying party's prior written consent.

5.2.4. Client agrees to insert the following indemnification requirements in all construction contracts that are issued for projects that are part of this Agreement:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Construction Manager and its consultants, agents, employees, and officers from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees and related costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use therefrom, to the extent that the damages are caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. In light of such, by signing this agreement, the Contractor expressly agrees that it is solely responsible for safety on the project site and otherwise related to the project. Further, Contractor expressly agrees to reimburse Construction Manager for any and all reasonable attorney's fees and costs related to the investigation, handling, response to, and defense of such claim. If the Contractor fails to timely reimburse the Construction Manager for same, Contractor also expressly agrees to reimburse Construction Manager for any costs expended to collect these fees and costs.

6. OBLIGATIONS OF CLIENT

6.1. Cooperation of Client. CLIENT agrees to timely perform all of its obligations hereunder and comply with reasonable requests of CONSULTANT (and provide access to all documents reasonably) necessary to the performance of the Services under this Agreement.

7. TERMINATION OF AGREEMENT

7.1. The CLIENT may terminate this Agreement with or without cause with 30 days' prior written notice to CONSULTANT. In the event that CLIENT elects to terminate this Agreement pursuant to this Section 7.1, CLIENT shall pay to CONSULTANT (a) all accrued but unpaid amounts due pursuant to Section 4 hereof as of the date of such termination.

7.2. If a party hereto is in breach of any material provision of this Agreement and such breach is not cured in thirty (30) days following written notice thereof, the other party hereto may immediately terminate this Agreement. In the event that CONSULTANT terminates this Agreement pursuant to this Section 7.2 as a result of a material breach by CLIENT, CLIENT shall pay to CONSULTANT (a) all accrued but unpaid amounts due pursuant to Section 4 hereof as of the date of such termination, and (b) as liquidated damages, the Termination Fee (the "Liquidated Damages"). The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that the CONSULTANT's harm caused by a breach by CLIENT would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such breach.

7.3. Stated Events. Either party may terminate this Agreement upon the occurrence of any of the following events:

7.3.1. Upon the expiration date set forth in Article 1.0 of this Agreement unless renewed by mutual agreement of the parties prior to such expiration date; or

7.3.2. The other party hereto (A) becomes insolvent or is generally unable to pay its debts as they become due, (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law and such petition is not dismissed within sixty (60) days, (C) makes or seeks to make a general assignment for the benefit of its creditors, or (D) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8. GENERAL PROVISIONS

8.1. Notices. Any notices to be given hereunder by either party to the other may be effected by either personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally

will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

- 8.2. **Entire Agreement of the Parties.** This Agreement, together with any attachments hereto, is the entire agreement between the parties and supersedes any and all prior agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.
- 8.3. **Confidential or Proprietary Information.** Concurrently with execution of this Agreement, CONSULTANT and CLIENT shall execute and deliver a Confidentiality Agreement in form and substance reasonably acceptable to both parties.
- 8.4. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 8.5. **Consequential Damage; Limitation of Liability.** In no event shall either party be liable to the other for special, indirect, incidental, punitive or consequential damages of any nature including, but not limited to: damages arising from the use or loss of use of any facility, loss of anticipated profits or revenues. To the maximum extent permitted by applicable law, notwithstanding anything else in this Agreement to the contrary, CONSULTANT shall not be liable with respect to any damages arising in connection with this Agreement under any contract, negligence, strict liability or other legal or equitable theory except for actual and reasonably foreseeable damages in an amount not to exceed the total amount paid by CLIENT to CONSULTANT during the **[twelve (12) month]** period prior to the occurrence of the event giving rise to such damages.
- 8.6. **Amendments.** No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both parties.
- 8.7. **Waiver.** The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be construed as a waiver or deprive that party of the right to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party making the waiver.

8.8. **Survival and Severability.** All of the provisions of Sections 2, 5.2, 8 and 9 of this Agreement will survive its completion or termination for any reason. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The remaining provisions shall remain in full force and effect, as if the unenforceable provision had been deleted. The parties agree to replace any omitted provision with a valid provision that comes as close as possible to the intent of the omitted provision.

8.9. **No Third Party Beneficiary.** This Agreement and all rights hereunder are intended for the sole benefit of the parties hereto and shall not imply or create any rights on the part of, or obligations to, any other entity not a party to this Agreement.

9. DISPUTE RESOLUTION

9.1. Dispute Resolution.

9.1.1. In the event of any dispute or difference between the parties arising out of this Agreement, at any time during the term of this Agreement or after the termination, abandonment, or breach of this Agreement, as to any matter arising under, out of or in connection with this Agreement, such dispute shall be settled by negotiation between senior officers nominated by each party amicably and in good faith and within a period of fourteen (14) days after nomination. If no settlement is achieved within fourteen (14) days after such nomination, or if one or both parties fail or refuse to nominate senior officers, then such dispute shall be exclusively referred to and finally resolved by arbitration under the Construction Industry Arbitration Rules currently in effect of American Arbitration Association (the "Rules"), which Rules are deemed to be incorporated by this reference into this article.

9.1.2. This agreement to arbitrate does not preclude either party from applying to a court of competent jurisdiction to obtain injunctive relief.

9.1.3. The parties must file a written demand for arbitration of any claim subject to this Section 9 within applicable federal or state statutes of limitation. Each of the parties has the right to representation by counsel with respect to arbitration of any dispute pursuant to this Section 9. A single, neutral arbitrator shall be selected by agreement between the parties to the dispute; if the parties do not agree upon the selection of an

arbitrator within 30 days after the date of the request for arbitration, a single, neutral arbitrator shall be selected pursuant to the Rules. The arbitration proceedings shall occur in English in Irvine, California.

9.1.4. The arbitration proceedings shall be confidential, and all documents, testimony and records provided to the arbitrator shall be treated by the arbitrator as confidential and shall be available for inspection only by the parties and their respective attorneys and experts. Unless otherwise mutually agreed, the parties shall maintain the secrecy of the arbitration proceeding, prevent the disclosure of information or documents produced in discovery to any third parties, and otherwise preserve the confidential nature of the arbitration. Each party shall be allowed full discovery to arbitrate its claims as part of the arbitration process. The arbitrator shall conduct a full hearing at which the parties shall be entitled to present evidence and examine and cross-examine witnesses. The arbitrator shall issue a written decision revealing the essential findings and conclusions upon which any award is based. In addition, the arbitrator shall have authority to award equitable relief, damages, costs and fees to the extent permitted by law, including, but not limited to, any remedy or relief that a governing court might order.

9.1.5. Each of the parties shall be equally bound by any decision of the arbitrator. The arbitrator shall have exclusive authority to resolve all claims between the parties, including, but not limited to, whether any particular claim is arbitrable and whether all or part of this Agreement is void or unenforceable and such arbitrator shall at all times follow the rules of *stare decisis*. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction.

9.1.6. The parties understand and agree that this Section 9 contains a full and complete statement of any and all agreements and understandings regarding resolution of disputes between the parties hereto.

[Signature Page Follows]



This Agreement shall be effective as of the date first above written.

Magnolia Technical Academy

Cumming Construction Management, Inc.

Christine Marez, Managing Director

Date

Date

Attachment A: Cumming Proposal



Magnolia Science Academy-1
New High School Project
Solar Consulting Services Agreement – Cummings



1 **PROFESSIONAL CONSULTANT SERVICES AGREEMENT – SOLAR POWER**

2 **THIS AGREEMENT** is made and entered into this 2nd day of February, 2018, by and
3 between Magnolia Educational & Research Foundation hereinafter referred to as “Client”, and
4 Cumming Construction Management, Inc. hereinafter referred to as “Consultant.”

5 **WHEREAS**, Client is developing its MSA-1 Reseda campus; and

6 **WHEREAS**, Client desires to incorporate solar power into its site development and
7 building construction designs; and

8 **WHEREAS**, Client desires a professional consulting firm to provide assistance in
9 designing, procuring, installing and permitting solar power structures for the MSA-1 Reseda
10 campus; and

11 **WHEREAS**, Consultant represents itself as capable and qualified to provide desired
12 services; and

13 **NOW, THEREFORE**, in consideration of the premises, the parties hereto agree as
14 follows:

15 **ARTICLE I – DUTIES OF CONSULTANT**

16 Consultant agrees to provide professional services in accordance with the attached
17 Scope of Work which is described in **Exhibit A – Scope of Services** of this Agreement. This
18 Agreement is based in part on the Consultant’s proposal for services which is incorporated into
19 **Exhibit A**. The Consultant’s proposal for these services includes a listing of key personnel which
20 shall not be changed except with written permission of Client. The Consultant’s proposal does
21 not anticipate the use of subconsultants. The addition of subconsultants to provide services
22 under this Agreement shall require the prior authorization of the Client. Any subconsultants
23 added to the Consultant’s team shall be required to comply with all of the terms of this
24 Agreement.

25 **ARTICLE II – DUTIES OF CLIENT**

26 Client agrees to provide Consultant with such information as is possessed by the Client
27 and is normally supplied to consultants performing such services. Specifically, the Client will
28 provide access to as-built record drawings of the existing school and support facilities, copies of



Magnolia Science Academy-1
New High School Project
Solar Consulting Services Agreement – Cummings



1 approved plans for the new high school building, copies of the ALTA site survey, copies of
2 documents related to description of the proposed Reseda Town Center project, copies of utility
3 bills and energy audits done on the campus, and access to Client staff. Client will appoint a
4 designated representative with authority to act on behalf of the Client in all matters related to
5 this Agreement. The Client's designated representative for this Agreement is: **Tim Buresh** of
6 PrimeSource PM, LLC. The Client may change its designated representative at any time by
7 written notice to Consultant.

8 **ARTICLE III – COMPENSATION**

9 District agrees to pay Consultant for services rendered under this Agreement as
10 described in **Exhibit B - Compensation** of this Agreement. Specified compensation shall be
11 inclusive of all fees, costs and reimbursables attributed to the services to be provided as
12 specified in **Exhibits A and B**. Consultant shall obtain Client written approval prior to exceeding
13 the not to exceed limit specified in **Exhibit B** and shall obtain written approval for any increase
14 in such limit. Consultant shall be paid for the services to be provided on a monthly basis within
15 thirty (30) days after receipt of approved invoices by the Client. Consultant shall maintain
16 accounting records related to this Agreement available for inspection by Client for a period of
17 not less than two years after the termination of this Agreement.

18 **ARTICLE IV – INSURANCE REQUIREMENTS**

19 Consultant shall maintain insurance coverage for services provided under this
20 Agreement in accordance with the requirements specified in **Exhibit C - Insurance**.

21 **ARTICLE V – NO AGENCY RELATIONSHIP**

22 No agency relationship between Client and Consultant is intended or created by this
23 Agreement. Consultant is not authorized and shall not at any time or in any manner represent
24 that it is an agent, servant or employee of the Client, it being expressly understood that
25 Consultant is and at all times shall remain a wholly independent contractor.

26 **ARTICLE VI – TERM**

27 Services shall be performed in accordance with the schedule requirements contained in
28 **Exhibit A** of this Agreement. Any change in overall duration beyond the time specified in



Magnolia Science Academy-1
New High School Project
Solar Consulting Services Agreement – Cummings



1 Exhibit A requires prior written authorization from the Client. Consultant shall commence
2 services required to be performed herein within five working days after receipt of Client's
3 Notice to Proceed.

4 **ARTICLE VII – FINDINGS CONFIDENTIAL**

5 All of the reports, findings and conclusions prepared or assembled by Consultant under
6 this Agreement are confidential, and Consultant agrees that they shall not be made available to
7 any individual or organization without prior written approval of the Client. All reports and
8 findings and computer files shall become the property of the Client, but only for the purposes
9 intended by this Agreement; however, no conclusions, opinions or studies provided by
10 Consultant shall be made available to any other party except in connection with the original
11 purpose of the assignment, without prior written approval of the Client.

12 **ARTICLE VIII - TERMINATION**

13 This Agreement shall terminate upon completion of all services required herein, or at
14 any time by mutual agreement. The Agreement may be terminated by either party upon not
15 less than seven (7) days written notice should the other party breach or otherwise default
16 under this Agreement and such breach or default remain uncured beyond any reasonable cure
17 period. Client, however, may terminate this Agreement at any time by Notice of Termination in
18 writing to Consultant. In the event of such termination, Consultant shall deliver to the Client all
19 documents, files and records or copies thereof pertaining to any work which may be in progress
20 and Client shall pay to Consultant an amount which equitably reflects the proportion of work
21 completed by Consultant on each assignment, provided that in no event shall the compensation
22 paid pursuant to this paragraph exceed the amount which would have been payable pursuant
23 to Article III of this Agreement.

24 **ARTICLE IX - NOTICES**

25 Any notice given pursuant to this Agreement shall be deemed received and effective
26 when properly addressed, posted and deposited in the United States mail addressed to the
27 respective parties as follows:



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1 **DESIGNATED REPRESENTATIVE**

2 PrimeSource PM, LLC
3 Attn: Tim Buresh
4 655 Deep Valley Drive, Suite 355
5 Rolling Hills Estates, CA 90274
6 tim.buresh@primesourcepm.com

7 **CLIENT**

8 Magnolia Educational & Research Foundation
9 Attn: Patrick Ontiveros
10 250 East 1st Street, Suite 1500
11 Los Angeles, CA 90012
12 213/628-7419
13 pontiveros@magnoliapublicschools.org

14 **CONSULTANT**

15 Cummings Construction Management, Inc.
16 Attn: Christine Marez
17 523 West 6th Street, Suite 1001
18 Los Angeles, CA 90014
19 213/408-4518
20 cmarez@ccorpUSA.com

21 **ARTICLE X – NON-ASSIGNABILITY**

22 Consultant shall not assign any interest in this Agreement and shall not transfer any
23 interest in the same whether by assignment or novation without prior written approval of
24 Client.

25 **ARTICLE XI – EQUAL EMPLOYMENT**

26 Consultant agrees that during the performance of this Agreement, they will not
27 discriminate against any employee or applicant for employment because of race, creed, color,
28 sex, age or national origin.



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1 **ARTICLE XII – CHANGES, AMENDMENTS AND MODIFICATIONS**

2 No change, amendment or modification to this Agreement shall be effective unless in
3 writing and signed by the Client.

4 **ARTICLE XIII – ENTIRE AGREEMENT**

5 This Agreement and any prior agreement, document or instrument attached hereto or
6 referred to herein, integrate all the terms and conditions mentioned herein or incidental
7 hereto, and supersede all oral negotiations and prior writings with respect to the subject matter
8 hereof. In the event of any conflict between the terms, conditions and provisions of this
9 Agreement in any such prior agreement, document or instrument, the terms, condition and
10 provisions of this Agreement shall prevail.

11 **ARTICLE XIV – APPLICABLE LAW**

12 This Agreement shall be governed by, and construed under the laws of the State of California.
13 This Agreement may be executed in as many counterparts as may be deemed convenient, each
14 of which, when so executed, shall be deemed an original.

15 **ARTICLE XV – STANDARD OF CARE**

16 Consultant shall perform all services under this Agreement in a skillful, competent, timely
17 manner consistent with the standards generally recognized as being employed by professionals
18 performing similar work in the State of California. Consultant shall maintain throughout the
19 term of the Agreement all professional licenses legally required to perform such services.

20 **ARTICLE XVI – INDEMNIFICATION**

21 Consultant agrees to indemnify and hold harmless Client from any and all losses including
22 attorney's fees from third party claims that arise from the Consultant's alleged willful or
23 negligent acts, errors or omissions in the performance of services under this Agreement.

24 **ARTICLE XVII – CHILD SAFETY**

25 Consultant is required to comply with Education Code Section 45125.1 with respect to the
26 fingerprinting and background checks of employees who may come into contacts with Client's
27 pupils. Consultant is required to provide evidence of testing and clearance to work with minors
28 for tuberculosis of employees who may come into contacts with Client's pupils.



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1 EXECUTION

2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date
3 and year first above written.

4

5 Acceptance by Consultant:

6

7 _____
Cumming Construction Management, Inc.

8

Christine Marez

9

Managing director energy and Sustainability

10

Date: _____

11

12

13 Acceptance by Client:

14

15 _____
Magnolia Educational & Research Foundation

16

Caprice Young, Ed. D.

17

Chief Executive Officer

18

Date _____

19

20 Exhibits & Attachments

21 The following documents are attached and included as herein:

22

Exhibit A – Scope of Services

23

Exhibit B – Compensation

24

Exhibit C – Insurance

25

Attachment – Client request for Proposals

26

Attachment – Consultant’s Proposal

27



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Exhibit A – Scope of Services

Consultant shall provide solar consulting services as requested in Client’s Request for Proposals dated January 3, 2018 (attached and included herein by reference) and Consultant’s proposal dated January 12, 2018 (attached and include herein by reference).

The MSA-1 campus consists of an existing classroom building, a new classroom building (now under construction) and adjacent parking lots. The scope of work includes design and procurement of a solar shade structure to be located in the parking lot adjacent to the existing building. This structure is to serve two purposes: (1) providing a shelter for outdoor lunch and recreation activities approximately 10,000 Sf in size; (2) generating power that can either be used by the campus or sold to DWP. The scope of work includes: the evaluation of the existing and new classroom buildings to determine power needs of both structures; evaluating the potential of using power generated by the solar shade structure to serve either building; evaluating the potential of installing rooftop solar panels on the existing building; making recommendations to the Client; preparing documentation and conducting procurement(s) from sola providers; installation oversight and commissioning. The parking lots are separated by a dedicated alley, and the campus is served by Los Angeles DWP. The scope of services includes negotiations with DWP and the City of Los Angeles to obtain permission to install solar systems, metering, power purchase agreements, and obtaining permission to transfer power across the dedicated alley. Client is seeking a procurement method that includes a deferred purchase arrangement where the initial capital cost is provided by vendors, to be reimbursed either by lease or purchased power agreement or similar financing mechanism. All written products will be supplied in appropriate electronic format on flash drive.

The contract duration will be one year from the date of this Agreement unless extended by approved change order. Services will begin immediately upon approval of contract by the Client’s Board of Education. The initial evaluation work phase shall be completed within three



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1 months. Procurement and installation shall be completed in the following nine months. Time
2 is of the essence in the performance of this Agreement.

3



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1 **Exhibit B – Compensation**

2 This shall be a time and materials based contract with Consultant reimbursed for actual hours
3 of service and reimbursable expenses directly related to this Agreement. Total compensation
4 under this agreement will not exceed \$36,300 in total compensation unless modified by
5 approved change order.

6
7 Hourly services will be reimbursed at the following rates:

- 8 Christine Marez, Project Director - \$175
- 9 Adam Todd, Senior Project Manager - \$165
- 10 Shane Noreen, Senior Project Engineer - \$165
- 11 David Lazerwitz, Energy Project Manager - \$145
- 12 Valerie Davis, Proect Coordinator - \$110

13 Rates are established as of the date of this agreement and shall be fixed for a period of one
14 year from the date of the Agreement, and may be subject to adjustment on an annual basis
15 thereafter. Staff listed by name are consider key personnel under this Agreement.

16
17 Reimbursable expenses will not include those expenses normally included in a home office
18 overhead account. Anticipated reimbursable expenses for this contract include: project related
19 travel, presentation and procurement material production and copying, and City permit fees.
20 Reimbursable expenses shall only be incurred with Client approval. Reimbursable expenses will
21 be billed based on a multiple of 1.10 times the expense incurred by consultant.

22
23 Payment will be made based on monthly approved invoices. Invoices will be submitted to
24 Client's designated representative for approval. Payment will be via wire transfer to the
25 Consultant's account. Consultant shall provide wire transfer information prior to submission of
26 its first invoice. Consultant wire transfer information may be changed by the Consultant at any
27 time by written notice to Client.



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1 Exhibit C – Insurance

2 Consultant shall maintain the following levels of single occurrence and aggregate insurance
3 coverage for the duration of this Agreement and any change orders:

4 Commercial general liability – \$1,000,000/\$2,000,000

5 Automobile liability - \$1,000,000/\$1,000,000

6 Workers compensation and employer liability – statutory

7 Professional liability - \$0/\$0

8 Insurance coverage shall list Magnolia Educational Research & Foundation as additional insured
9 and shall require a 30-day written termination notice provision. Proof of insurance shall be
10 provided prior to the start of work under this Agreement.