

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, May 27, 2020

HESD District Office Board Room

714 N. White Street, Hanford, CA

In accordance with Governor Newsom's Executive Order N-29-20 Paragraph 3, the May 13, 2020 HESD Board of Education meeting will have teleconferencing available for Board Members calling in and for members of the public interested in listening to the meeting:

Teleconference Line

Dial in: +1 669-900-9128

Meeting ID: 829 7814 8779

Password: *To request the password for the meeting please call 585-3604 by 3:30 p.m. on the day of the meeting.*

Video Link

To attend the meeting via video please call 585-3604 for the link by 3:30 p.m. on the day of the meeting.

Individuals who wish to address the Board may do so by

- Submitting an email to public-comment@hanfordesd.org
- Leaving a voice message by calling 559-585-3604 (voice message will be transcribed).

Please include your name, agenda item number or subject matter being addressed, along with a 250-word description of the subject matter being addressed. Emails and voicemails must be received no later than 3:30 p.m. on May 27, 2020 in order to be part of the record for the Board's information and/or discussion, will be posted on www.hanfordesd.org and will be included in the minutes. Please note that consistent with Board Bylaw 9323, any statements submitted for public comment that are inappropriate in nature, including, but not limited to statements that are obscene, threatening or substantially disruptive to school operations, will either be redacted, or will not be posted.

OPEN SESSION

5:30 p.m.

- Call to Order
- Members Present
- Pledge to the Flag

5:30 P.M. **PUBLIC HEARING:** Facility Solutions Agreement between the Hanford Elementary School District and SitelogIQ (Endo)

- *Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the superintendent's Office located at 714 N. White Street, Hanford, CA during regular business hours.*
- *Any individual who requires disability-related accommodations or modifications, including auxiliary aides and services, in order to participate in the Board meeting should contact the Superintendent in writing.*

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

(In order to insure that members of the public are provided an opportunity to address the Board on agenda items or non-agenda items that are within the Board's jurisdiction, agenda items may be addressed either at the public comments portion of the agenda, or at the time the matter is taken up by the Board. A person wishing to be heard by the Board shall first be recognized by the President and identify themselves. Individual speakers are allowed three minutes to address the Board. The Board shall limit total time for public input on each item to 20 minutes.)

- a) Public comments
- b) Board and staff comments
- c) Requests to address the Board at future meetings
- d) Review Dates to remember

2. CONSENT ITEMS

(Items listed are considered routine and may be adopted in one motion. If discussion is required, a particular item may be removed upon request by any Board member and made a part of the regular business.)

- a) Accept warrant listings dated May 8, 2020 and May 15, 2020.
- b) Approve minutes of the Regular Meeting held on May 13, 2020.
- c) Approve donation of \$41.40 from Box Tops.
- d) Approve donation of \$4,000.00 store credit from Hubert.

3. INFORMATION ITEMS

- a) Receive for information a review of the 2019-2020 District/Board Goals (Gabler)
- b) Receive for information the 2020-2021 District Budget (Endo)

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of Resolution #27-20: Ordering Governing Board Member Elections; Consolidation of Elections Specifications for the Election Order (Gabler)
- b) Consider approval of Memorandum of Understanding with Big Smiles of California (McConnell)

5. PERSONNEL (Martinez)

- a) Resignations
 - Corey Hoover, Alternative Education Aide – 5.5 hrs., Community Day School, effective 6/5/20
- b) Retirement
 - Lisa Polder, Teacher, King, effective 6/5/20
- c) Reassignments
 - Robert Heugly, from Vice Principal, Kennedy to Learning Director, King, effective 7/28/20
- d) Voluntary Transfer
 - Michelle Martinez, Food Service Worker I – 3.0 hrs., from Monroe to Hamilton, effective 8/10/20
- e) Voluntary Decrease in Hours/Transfer
 - Mayra Rodriguez Delgado, Food Service Worker I, from 3.25 hrs., Hamilton to 3.0 hrs., Monroe, effective 8/10/20

6. FINANCIAL (Endo)

- a) Consider adoption of the Resolution #23-20 Facility Solutions Agreement with SitelogIQ

ADJOURN MEETING

NOTICE OF PUBLIC HEARING

ADOPT RESOLUTION MAKING CERTAIN FINDINGS FOR GOVERNMENT CODE SECTION 4217, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE HANFORD ELEMENTARY SCHOOL DISTRICT “DISTRICT” AND SITELOGIQ FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES.

The Board of Trustees of the Hanford Elementary School District (District) will hold a public hearing on May 27, 2020, at 5:30 p.m., for the purpose of taking public comments and adopting a resolution making certain findings, and authorizing and approving a Facility Solutions Agreement with Sitelogiq for the implementation of certain energy-related improvements to the District's facilities in accordance with California Government Code Sections 4217.10 to 4217.18. The public hearing will be held in the Board Room, located at 714 N. White Street, Hanford, California 93230.

The Board shall also consider adoption of findings that it is in the best interest of the District to enter into the Facility Solutions Agreement for implementation of the energy-related improvements to the District's facilities. The Board shall further consider adoption of findings that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy related improvements per the Facility Solutions Agreement will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements.

Posted: 05/12/20

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/18/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/27/2020

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 05/08/20 and 05/15/20.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 05/08/2020

| Warrant Number | Vendor Number | Vendor Name | Amount |
|--------------------------------------|---------------|---|---------------------|
| 12636957 | 7255 | ACER AMERICA CORPORATION Warehouse/Tech Supplies | \$4,083.27 |
| 12636958 | 4566 | ALLIED STORAGE CONTAINERS Rentals/Building Improvements | \$1,699.92 |
| 12636959 | 6253 | AT&T Telephone | \$120.63 |
| 12636960 | 236 | STATE OF CALIFORNIA Other Services | \$613.00 |
| 12636961 | 7171 | CONN DOORS Repairs | \$16,970.98 |
| 12636962 | 416 | DEMCO INC. Inst'l Media | \$210.48 |
| 12636963 | 5786 | DOCUMENT TRACKING SERVICES Other Services | \$174.15 |
| 12636964 | 7456 | EIDE BAILLY LLP Audit Expense | \$8,000.00 |
| 12636965 | 5314 | THE GARLAND COMPANY INC Buildings & Improvements | \$102,247.47 |
| 12636966 | 1393 | GAS COMPANY Gas | \$1,131.56 |
| 12636967 | 632 | CITY OF HANFORD Water/Sewer | \$34,099.65 |
| 12636968 | 2427 | HOME DEPOT CREDIT SERVICES Instl Matls | \$929.54 |
| 12636969 | 7457 | KG COMMUNICATIONS INC. Other Services | \$3,535.32 |
| 12636970 | 5828 | KINGS COUNTY DEPT OF PUBLIC WORKS Fuel | \$60.09 |
| 12636971 | 3962 | KINGS COUNTY GLASS Repairs | \$245.88 |
| 12636972 | 796 | KINGS COUNTY OFFICE OF ED Other Services | \$278.58 |
| 12636973 | 802 | KINGS COUNTY PIPE & SUPPLY Maintenance Supplies | \$21.71 |
| 12636974 | 912 | MANGINI ASSOCIATES INC. Buildings/Land Improvements | \$13,788.54 |
| 12636975 | 7326 | MELLANOX TECHNOLOGIES INC. Software License | \$512.00 |
| 12636976 | 1018 | MYRON CORP Instl Matls | \$791.48 |
| 12636977 | 7280 | PUT-IN-CUPS LLC Instl Matls | \$1,643.95 |
| 12636978 | 7346 | RMA GEOSCIENCE INC. Buildings & Improvements | \$2,262.49 |
| 12636979 | 1392 | SOUTHERN CALIFORNIA EDISON CO. Electricity | \$16,519.67 |
| 12636980 | 1392 | SOUTHERN CALIFORNIA EDISON CO. Land Improvements | \$5,100.00 |
| 12636981 | 1403 | STANISLAUS FOUNDATION – DENTAL Other Services | \$5,771.50 |
| 12636982 | 1405 | STAPLES CREDIT PLAN Allowance | \$1,052.71 |
| 12636983 | 6823 | TCG GROUP HOLDINGS Other Services | \$254.00 |
| 12636984 | 6944 | TETER LLP Buildings & Improvements | \$26,042.55 |
| 12636985 | 1506 | TWB INSPECTIONS Buildings & Improvements | \$6,675.00 |
| 12636986 | 1521 | UNITED REFRIGERATION INC. Maintenance Supplies | \$247.38 |
| Total Amount of All Warrants: | | | \$255,083.50 |

Credit Card Register For Payments
Dated 05/08/2020

| Document Number | Vendor Number | Vendor Name | Amount |
|-----------------|---------------|--|------------|
| 14028571 | 3599 | 4IMPRINT INC Instl Matls | \$612.10 |
| 14028572 | 949 | AMERICAN INCORPORATED Other Services | \$243.00 |
| 14028573 | 5428 | CONSERV FLAG COMPANY Instl Matls | \$231.92 |
| 14028574 | 415 | DELRAY TIRE & RETREADING INC. Repairs | \$48.89 |
| 14028575 | 509 | EWING IRRIGATION PRODUCTS Grounds Supplies | \$187.66 |
| 14028576 | 5690 | INDOFF INCORPORATED Warehouse | \$2,008.69 |
| 14028577 | 5391 | STARFALL EDUCATION Software License | \$270.00 |
| 14028578 | 1619 | WILBUR-ELLIS COMPANY LLC Grounds Matls | \$5,487.35 |

Total Amount of All Credit Card Payments:**\$9,089.61**

Warrant Register For Warrants

Dated 05/15/2020

| Warrant Number | Vendor Number | Vendor Name | Amount |
|----------------|---------------|---|--------------|
| 12637312 | 6374 | ABLE RECOGNITION HR Matls | \$450.41 |
| 12637313 | 6253 | AT&T Telephone | \$123.27 |
| 12637314 | 91 | AUTOMATED OFFICE SYSTEMS Leases | \$10,719.64 |
| 12637315 | 113 | BARNES AND NOBLE-5886056 Books | \$494.15 |
| 12637316 | 1667 | CDW GOVERNMENT INC. Equipment | \$1,107.36 |
| 12637317 | 6964 | CENTRAL VALLEY PRINT SOLUTIONS Printshop Supplies | \$5,000.00 |
| 12637318 | 6625 | COSCO FIRE PROTECTION Leases | \$2,299.38 |
| 12637319 | 405 | DASSEL'S PETROLEUM INC. Fuel | \$544.28 |
| 12637320 | 5345 | CHRISTINE DAUGHERTY Prepaid Meals | \$12.25 |
| 12637321 | 4815 | DIGITECH INTEGRATIONS INC Leases | \$867.85 |
| 12637322 | 4512 | DIV. OF STATE ARCHITECT Land Improvements | \$2,750.00 |
| 12637323 | 7456 | EIDE BAILLY LLP Audit Expense | \$7,500.00 |
| 12637324 | 6232 | FOLLETT LIBRARY RESOURCES Books | \$224.70 |
| 12637325 | 1769 | FRESNO PRODUCE Food | \$15,874.60 |
| 12637326 | 1393 | GAS COMPANY Gas | \$1,156.71 |
| 12637327 | 591 | GOLD STAR FOODS Food | \$26,417.69 |
| 12637328 | 7577 | GREEN KREBSBACH LAW GROUP INC. Legal | \$2,880.00 |
| 12637329 | 3656 | HANFORD AUTO & TRUCK PARTS Grounds Supplies | \$25.75 |
| 12637330 | 5216 | HANFORD ELEMENTARY SCHOOL DISTRICT Insurance | \$4,366.58 |
| 12637331 | 632 | CITY OF HANFORD Water/Sewer | \$15,323.12 |
| 12637332 | 711 | THE HORN SHOP Repairs | \$60.00 |
| 12637333 | 6665 | ISOM ADVISORS URBAN FUTURES INC Other Services | \$3,850.00 |
| 12637334 | 5659 | CHARMAINE JAY Prepaid Meals | \$52.50 |
| 12637335 | 779 | KEENAN & ASSOC. CPIC Health & Welfare | \$5,587.50 |
| 12637336 | 778 | KEENAN & ASSOC. MED. EYE SERV. Health & Welfare | \$10,587.97 |
| 12637337 | 3494 | KINGS COUNTY BOWL Field Trips | \$481.00 |
| 12637338 | 801 | KINGS COUNTY MOBILE LOCKSMITH Repairs | \$207.90 |
| 12637339 | 796 | KINGS COUNTY OFFICE OF ED Other Services | \$168.00 |
| 12637340 | 7260 | LOWE'S PRO SERVICES Maintenance/Grounds Supplies | \$704.05 |
| 12637341 | 904 | MADERA CO. OFFICE OF EDUCATION Inst'l Consultant | \$1,200.00 |
| 12637342 | 5111 | P & R PAPER SUPPLY COMPANY INC Kitchen Supplies | \$883.76 |
| 12637343 | 7203 | PARADIGM HEALTHCARE SERVICES LLC. Other Services | \$291.22 |
| 12637344 | 7502 | PLAIN INSANCE GRAPHICS READY Matls | \$1,029.60 |
| 12637345 | 1168 | PRODUCERS DAIRY PRODUCTS Food | \$5,571.94 |
| 12637346 | 1901 | PYRAMID CABINET SYSTEMS INC. Repairs | \$860.00 |
| 12637347 | 1367 | SISC III Health & Welfare | \$589,485.50 |
| 12637348 | 1444 | SYSCO FOODSERVICES OF MODESTO Food/Kitchen Supplies | \$25,182.46 |
| 12637349 | 5946 | THE HARTFORD Health & Welfare | \$1,245.83 |
| 12637350 | 1504 | TURF STAR INC. Grounds Supplies | \$13,095.68 |

Total Amount of All Warrants:

\$758,682.65

Credit Card Register For Payments
Dated 05/15/2020

| Document Number | Vendor Number | Vendor Name | Amount |
|--|---------------|---|--------------------|
| 14028596 | 2 | A-Z BUS SALES INC Transportation Supplies | \$14.49 |
| 14028597 | 5339 | BEYOND MENTION DESIGNS LLC Instl Matls | \$3,033.83 |
| 14028598 | 151 | BMI EDUCATIONAL SERVICES Books | \$8,638.38 |
| 14028599 | 539 | FRANKLIN COVEY PRODUCTS LLC Office Supplies | \$91.02 |
| 14028600 | 3336 | HOBART CORPORATION Repairs | \$2,167.00 |
| 14028601 | 934 | MASTER TEACHER HR Matls | \$5,201.70 |
| 14028602 | 1802 | MEDALLION SUPPLY Maintenance Supplies | \$326.90 |
| 14028603 | 1121 | PERMA-BOUND Books | \$1,839.86 |
| 14028604 | 3583 | SAN JOAQUIN IMPERIAL Repairs | \$576.16 |
| 14028605 | 1313 | SCHOLASTIC TEACHERS STORE Books | \$352.68 |
| 14028606 | 1466 | TERMINIX INTERNATIONAL Pest Control | \$426.00 |
| Total Amount of All Credit Card Payments: | | | \$22,668.02 |

Hanford Elementary School District
Minutes of the Regular Board Meeting
 May 13, 2020

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 13, 2020 at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order President Strickland called the meeting to order at 5:30 p.m. Trustee Garcia, Garner, Hernandez and Revious were present.

HESD Managers Present Joy C. Gabler, Superintendent, and the following administrators were present: David Endo, Jaime Martinez, Gerry Mulligan, Jason Strickland.

Closed Session Trustees adjourned to closed session for the purpose of:

- Conference with Labor Negotiators (GC 54957.6)
- Public Employee Performance Evaluation (GC 54957) – Superintendent

Open Session Trustees returned to open session at 5:45 p.m.

Labor Negotiators No action was taken by the board.

Employee Evaluation No action was taken by the board.

Public Comments None

Board and Staff Comments Trustee Garner gave thanks to the district for extending their meal program.

Superintendent, Joy Gabler, gave an update on where the District stand due to COVID-19:

- Classified Staff: in the process of settling second MOU with CSEA.
- Food Services: we continue to provide meals to the community: April 27 – 29,210 meals provided, May 4 – 26,170 meals provided, May 11 – 23,520 meals provided. Due to the decline in numbers we will prepare for 2,640 students next week and readjust as needed. Meals will end on June 29th and will resume in August.
- Curriculum & Instruction: new 10-day learning packets went out May 11th. The last one of the year will come out May 25th.
- End of Year Information: May 12-15 – Band instrument drop off, May 18-29 – teachers will begin to close classrooms, June 4-9 – laptops, library books, student belongings, and yearbook pick-up/drop-off.
- 8th Grade Perpetual Awards & Promotion: providing each student with Class of 2020 sign. 8th grade Perpetual Awards will continue, and schools are working on identifying students. 8th grade Promotion will be virtually – all 3

sites are working on digital promotion with and opening comments from the principals.

- 2020-2021 & beyond: We are concerned about the fiscal outlook and possible financial stresses. We are in a modified hiring freeze at this time.

**Requests to
Address the
Board**

None

**Dates to
Remember**

President Strickland reviewed dates to remember: Next Board Meeting - May 27th

CONSENT ITEMS

Trustee Garcia made a motion to take consent items "a" through "e" together.

Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Trustee Garcia then made a motion to approve consent items "a" through "e".

Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

The items approved are as follows:

- Warrant listings dated April 10, 2020; April 17, 2020; April 24, 2020 and May 1, 202.
- Minutes of the Regular Meeting held on April 22, 2020 and the Special Board Meeting held on May 4, 2020.
- Interdistrict transfers as recommended.
- Donation of \$5,837.08 from Monroe Parent Teacher Club.
- Donation of \$74.00 from Spirit & Pride.

INFORMATION ITEMS

**Williams
Uniform
complaint**

Joy Gabler, Superintendent, presented for information the third quarter report for the Williams Uniform Complaints. She reported there were no Williams Complaints for the third quarter.

**Parent Survey
2020**

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the HESD Parent Survey 2020. Doug stated they received about 4,000 responses. Highlights mentioned: #1: my child is receiving satisfactory instruction in Language Arts and Math – more than 90% agree, #4: my child received

adequate support so he can make satisfactory progress toward the Standards in Language Arts and/or Math – more than 90% agree. #7: in addition to English language arts and mathematics, it is important for my child to have instruction in science, history, art, music, and physical education – more than 90% agree. #11: the parent/teacher conference was helpful to me in understating my child's progress towards meeting English Language Arts and Math Standards more than 90% agree. Doug added if the survey is looked at as a whole, most of our parent are happy with program.

Trustee Strickland told Doug it was a great repost and he did a nice job.

Student Survey 2020

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the HESD LCAP Student Survey 2020. Doug stated this survey was for grades 5th – 8th. The student took the survey on laptops and they receive more than 2,000 responses. Highlights mentioned: Q3: I think it is important to have physical education (PE) activities at my school – over 90% agree. Q4: Physical education is important for good health – over 90% agree. Q5: My physical education classes are taught by well-prepared staff – 90% agree. Q6: Physical education activities enrich (improve) my experience at school – over 80% agree. Q7: Participating in physical education motivates me to come to school every day – over 65% agree. Q9: My school serves healthy food and drinks – over 75% agree. Q10: My school encourages healthy eating and physical activity – over 80% agree. Q11: I am taught about healthy choices including good nutrition, physical and mental health, and personal hygiene – over 85% agree. Q12: I have seen the school nurse this year – almost 70% have. Q13: I think it is important to have music at my school – over 80% agree. Q14: I am in band at school – 33% answered yes. Only students that answered yes to question 14 where asked questions 15 to 18 – all had positive responses. Questions 20 to 25 were for students that are in the LCAP program. Q20: I think it is important to have art at my school – over 90% agree. Q21 – Participating in art motivates me to come to school every day – 55% agree. Q22: Participating in art enriches (improves) my experience at school – about 75% agree. Q23: Learning about art adds value to my life – over 65% agree. Q24: Learning about art will help me in the future – 65% agree. Q26: I think it is important to go on study trips with my class – over 90% agree. Q27: Study trips make the topics we learn about in class more – over 90% agree. Q28: Study trips enrich (improve) my experience at school – over 90% agree. Q29: I feel safe at school – almost 85% agree. Q30: I enjoy learning at my school – over 75% agree. Q31: I plan to go to college – over 90% agree. Q32: There is adult that I can talk to if I have a problem at school – over 80% agree. Q33: There is a lot of bullying at my school – 42% disagrees. Q34: There is an adult at school that can prevent bullying at my school – over 75% agree. Q35: I would participate in after school activities or clubs if they were offered – over 70% agree. Q36: I am in junior high (7th or 8th grade) – the following questions were asked to only Jr High students. Q37: I know and have spoken with the resource officer at my School – 50% disagree/50% agree. Q38: The school resource officer has a good relationship with students at my school – over 85% agree. Q39: The school resource officer is an adult that I can talk to if I have a

problem at school – almost 80% agree. Q40: The school resource officer makes my school safer – over 80% agree.

Trustee Revious stated he is concerned about the number of students that are concerned about bullying at school. Doug said because of the positive response to the other question regarding approaching an adult at school he feels that although it is of concern, he feels we have a significant team of people that can respond and work to prevent it. Joy stated we will continue to educate our students regarding bullying & focus on addressing the issue with students and staff.

Trustee Garner asked Doug if he has noticed a change from previous surveys. Doug answered no, the results are consistent. Overall our students are pleased with our programs.

Monthly Financial Report David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 07/01/2019 – 04/30/2020.
07/01/2019-04/30/2020

BOARD POLICIES AND ADMINISTRATION

HETA's Initial Proposal Trustee Revious made a motion to approve the Hanford Elementary Teachers Association's (HETA) initial proposal for 2020-2021 amendments to the Collective Bargaining Agreement between HESD and HETA (reopened articles). Trustee Garcia seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

HESD's Initial Proposal Trustee Garcia made a motion to approve the HESD's initial proposal for amendments to the Collective Bargaining Agreement between HESD and HETA (reopened articles), for 2019-2022 school year. Trustee Revious seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

MOU – Fresno Pacific University Trustee Garcia made a motion to approve the Memorandum of Understanding with Fresno Pacific University for social worker student intern for 2020-2021 school year. Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes

Strickland – Yes

Enconomos Trustee Garcia made a motion to approve the award of exterior painting for Simas
Painting - Simas Elementary to Enconomos Painting. Trustee Hernandez seconded; motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

PERSONNEL

Trustee Garcia made a motion to take Personnel items “a” through “i” together. Trustee Hernandez seconded; the motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Trustee Garcia then made a motion to approve Personnel items “a” through “i”. Trustee Hernandez seconded; the motion carried 5-0:

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Item “a” – Employment

The following items were approved:

Temporary Employees/Substitutes

- Sandra Romero Aguilar, Substitute READY Program Tutor and Translator: Oral Interpreter, effective 8/6/20

Item “b” – Resignations

- Sandra Romero Aguilar, READY Program Tutor – 4.5 hrs., Simas, effective 6/2/20
- Denise Davis, Yard Supervisor – 2.0 hrs., Roosevelt, effective 6/5/20
- Sachiko Garcia, READY Program Tutor – 4.5 hrs., Washington, effective 6/2/20
- Leticia Martinez, Substitute Clerk Typist I and Yard Supervisor, effective 1/23/20
- Jennifer Paul Saylor, READY Program Tutor – 4.5 hrs., Richmond, effective 6/2/20
- Cecily Perez, READY Program Tutor – 4.5 hrs., King, effective 6/5/20
- Marla Yadon, Learning Director, Lincoln, effective 6/12/20
- Earlisha White, Yard Supervisor – 3.0 hrs., Roosevelt, effective 6/5/20

***Item “c” –
Termination of
Probation
Employee***

- Irving Pacheco Saavedra, READY Program Tutor – 4.5 hrs., Jefferson, effective 6/2/20

***Item “d” –
Retirement***

- Evelyn Renée Westmoreland, School Operations Officer – 8.0 hrs., Kennedy, effective 10/26/20

***Item “e” –
Promotion***

- Oscar Tafolla, from Teacher, Jefferson Academy to Learning Director, Jefferson Academy, effective 7/28/20

***Item “f” –
Reassignment***

- Nicky Nash, from Teacher at Simas to Instructional Coach ELA, Curriculum, Instruction and Professional Development, effective 8/6/20
- Shereese Rose, from School Operations Officer – 8.0 hrs., (11-month), King to Personnel Specialist – 8.0 hrs., (12-month), Human Resources, effective 7/1/20

***Item “g” – More
Hours***

- Carrie Canada, Yard Supervisor, from 2.0 to 2.5 hrs. Roosevelt, effective 3/16/20

***Item “h” –
Declaration of
Need for
Educators***

- Adopt Declaration of Need for Fully Qualified Educators for 2020-2021 School Year (Title 5, 80026) – Attached

***Item “i” –
Annual
Statement of
Need for
Substitute
Teaching
Permits***

Annual Statement of Need for 30-Day Substitute Teaching Permits

- The Governing Board of the Hanford Elementary School District declares that a sufficient number of credentialed teachers are not available to fill vacancies for substitute teaching during the 2020-2021 school year. Therefore, the District is filing an annual statement of need with the Kings County Office of Education to allow Emergency 30-Day Substitute Permit holders to fill day-to-day substitute needs.

FINANCIAL

Resolution #22-20

David Endo, Chief Business Official, stated the budget is being revised to reflect what is happening currently with COVID-19. The agenda backup on page 97 gives an explanation. The District is saving on substitute teachers, summer school cancellation, student trips, bus fuel, but it is paying overpay for classified staff that are having to come in. All this will change after tomorrow's webinar from the state regarding the Governor's budget cut.

Trustee Garcia made a motion to approve the Resolution No. 22-20: Budget Revisions #4. Trustee Revious seconded; the motion carried 5-0:

Garcia – Yes

Garner – Yes

Hernandez – Yes

Revious – Yes

Strickland – Yes

Adjournment There being no further business, President Strickland adjourned the meeting at 6:26 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Greg Strickland, President

Tim Revious, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form**TO:** Joy Gabler**FROM:** Lindsey Calvillo**DATE:** 5/14/2020**FOR:** (X) Board Meeting
() Superintendent's Cabinet**FOR:** () Information
(X) Action

Date you wish to have your item considered: May 27, 2020

ITEM: Consider approval of donations for \$41.40 to Lee Richmond from:

- Box Tops

PURPOSE: To be used for purchase of instructional supplies for the 2019-2020 School Year**FISCAL IMPACT:**

0100-1100-01110-1000-430000-025-0000

RECOMMENDATION: Approve donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/18/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/27/2020

ITEM:

Consider acceptance of donation from Hubert in the amount of \$4,000 store credit.

PURPOSE:

Hubert recognized the unique serving pattern during the COVID-19 pandemic and solicited interest from school district for grants. The Food Services department subsequently applied for the store credit grant and was fortunately awarded a grant for the 4 sites that are operating which will likely be used for packaging and carts.

FISCAL IMPACT:

Increase to local revenue of \$4,000.

RECOMMENDATIONS:

Accept the donation.

From: [Roa, Anneliese](#)
To: [Endo, David](#)
Subject: FW: CA Emergency meal equipment grants available
Date: Wednesday, May 13, 2020 3:53:57 PM

From: Action for Healthy Kids [mailto:contactus@actionforhealthykids.org]
Sent: Wednesday, May 13, 2020 11:34 AM
To: Roa, Anneliese <aroa@hanfordesd.org>
Subject: CA Emergency meal equipment grants available

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Emergency Meal Distribution Equipment Grants for CA

Be Strong. Be Healthy.

School districts across the state have worked hard and quickly to get food to kids during school closures. The need for equipment to help distribute the food safely, create grab-and-go curbside pick up and mobile delivery has been a challenge for many districts. Action for Healthy Kids is providing Emergency Meal Distribution Equipment Grants to help!

Who? Districts currently feeding students at school or other sites.

What? Receive a \$1000-\$2,000 credit for sites in your district to purchase equipment through [Hubert](#).

- Equipment could include coolers, insulated bags, carts, packaging and even personal protection equipment.

When? ASAP! [Grant applications are currently live](#) and will be awarded weekly until all funds are awarded. No need to wait for a check; within a week of application, you'll receive award notification and be able to place your order.

Priority: ALL CA districts serving emergency meals are eligible for grants. **Priority for districts in the Fresno area (see additional grant opportunity below for 2020-2021), including:**

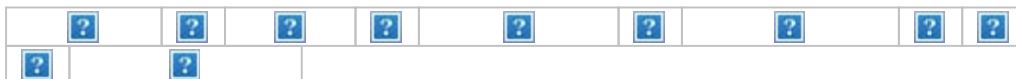
- Fresno Unified School District
- Central Unified School District
- Clovis Unified School District
- Kerman Unified School District
- Washington Unified School District

Questions? Connect with [Ellen Dillon](mailto:edillon@actionforhealthykids.org) (edillon@actionforhealthykids.org), AFHK Senior Field Manager.

Fresno Area Grants for Nutrition

Action for Healthy Kids has [Game On Nutrition grants](#) to support implementing an evidence-based nutrition education curriculum and another nutrition initiative. Districts can apply for multiple schools to receive curriculum *and* experiential learning opportunities through school gardens, taste tests or other nutrition initiatives. Schools will receive \$2500 to support the curriculum and initiative, plus training and ongoing support. PreK-8 schools within 30 minutes of Fresno are eligible to apply.

Deadline extended until August 31. Connect with [Natalie Camacho](mailto:ncamacho@actionforhealthykids.org) (ncamacho@actionforhealthykids.org), CA State Coordinator, with any questions.



Action for Healthy Kids

600 West Van Buren Street, Suite #720
Chicago, IL 60607

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webmaster@hesd.k12.ca.us or at the sender's email address, and please destroy all copies, including all electronic and hard copies, of this email.

From: [Roa, Anneliese](#)
To: [Endo, David](#)
Subject: FW: Congratulations on Your Emergency Meal Distribution Equipment Award
Date: Friday, May 15, 2020 2:53:02 PM
Attachments: [image001.png](#)
Importance: High

FYI

From: Dillon, Ellen [mailto:edillon@actionforhealthykids.org]
Sent: Friday, May 15, 2020 7:44 AM
To: Roa, Anneliese <aroa@hanfordesd.org>
Subject: Congratulations on Your Emergency Meal Distribution Equipment Award
Importance: High

[EXTERNAL EMAIL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Anneliese,

Congratulations! Hanford Elementary School District has been awarded an Emergency Meal Distribution Equipment credit to be used through the vendor, [Hubert](#). The total award is for \$4,000, made possible by generous funding by Cargill, in equipment credits for equipment needs for the sites outlined in your application.

To facilitate an easy purchasing experience and ensure you are able to maximize your credit purchasing power, it is vital that you **follow the directions outlined** in this award email.

1. You can visit www.Hubert.com/education to see the large selection of products to meet your needs. However, we highly encourage you connect with Hubert's School Support Professionals to order the best equipment for your needs.
2. **ALL orders must use the following PURCHASE ORDER CODE: 902329-HANFORD when submitting orders.**
3. Be sure to account for both equipment and freight costs when budgeting your needs. Hubert's School Support team will help you determine freight costs prior to finalizing your order.
4. Any amount (including equipment and freight costs) exceeding the amount awarded above will be the responsibility of the district.
5. It's suggest that one person be responsible for all ordering to ensure the items meet the needs of the district, orders meet the requirements of the credit and ordering recommendations have been followed.
6. Award credit is valid for 60 days from today's date. You must spend all credits by July 15, 2020 or any dollars unspent will be returned to Action for Healthy Kids.

Per [Terms and Conditions](#) accepted with submission of application, Action for Healthy Kids will request:

- August 15, 2020 – DISTRICT meal data for work completed from May 15, 2020 to July 31, 2020, including submission of 3 photos of project in action.
 - Example of photos include:
 - Unopened equipment received/being opened by school staff
 - Equipment in use - School staff packing meals using equipment; distributing

meals (with school or site in background)

- Kids receiving meals (with the proper signed release forms and if the school staff)

If you have any questions about this award, please contact [Ellen Dillon](#), AFHK Senior Field Manager.

If you have questions about your order or need assistance placing your order, please contact: **Tina Crail, Customer Care Associate, Hubert K12 (513) 367-8733, tcrail@hubert.com**

Thank you for all you are doing to help students in your area!

Best,

Ellen

Ellen Dillon

Senior Field Manager

📞 312.753.5069 | 📠 410.707.9038

actionforhealthykids.org

[FACEBOOK](#) | [TWITTER](#) | [INSTAGRAM](#) | [LINKEDIN](#)



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HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/14/20

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/27/20

ITEM: Review the 2019-2020 District/Board Goals

PURPOSE: Provide an update on progress made toward the 2019-2020 District/Board Goals.

FISCAL IMPACT:

RECOMMENDATIONS:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/18/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/27/2020

ITEM:

Receive information on the 2020-2021 Hanford Elementary School District budget.

PURPOSE:

The COVID-19 pandemic has crippled the state economy and the Governor's May Revision has painted a bleak outlook for school district finances. While the District is scheduled to hold the budget public hearing on 06/10/2020, the fiscal condition is such that it should be prefaced with the attached summary.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

This item is for information only.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/18/20

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/27/20

ITEM: Consider approval of Resolution #27-20 Ordering Governing Board Member Elections; Consolidation of Elections Specifications for the Election Order

PURPOSE: Consolidation of elections November 3, 2020 for the purpose of electing three members of the HESD Governing Board.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

**BEFORE THE GOVERNING BOARD OF THE
HANFORD ELEMENTARY SCHOOL DISTRICT**

| | | |
|--|-------------|-----------------------------|
| Resolution Ordering Governing Board Member Elections; Consolidation of Elections Specifications of the Election Order |) }) | Resolution No. 27-20 |
|--|-------------|-----------------------------|

WHEREAS, under Elections Code Sections 1302 and 10404.5 School Districts have established the election day for governing board members as the same day upon which a primary, municipal, or general election is held in the even numbered years; and

WHEREAS, the Board of Supervisors received a resolution from the Hanford Elementary School District whose boundaries are located, in whole or in part, within Kings County, establishing election of governing board members on the same day upon which the statewide general election is held; and

WHEREAS, other elections may be held in whole or in part of the territory of the school district and it is to the advantage of the district to consolidate therewith;

NOW, THEREFORE, IT IS ORDERED that an election be held within the territory included in the district on the 3rd of November 2020, for the purpose of electing two (2) member{s} to the governing board of the said school district in accordance with the following specifications:

SPECIFICATIONS OF THE ELECTION ORDER

- 1. The election shall be held on Tuesday, the 3rd day of November 2020. The purpose of the election is to choose two (2) member{s} of the governing board of this school district.**
- 2. This governing board hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the district, as provided in Elections Code Section 10403.**

3. The district has determined that the Hanford Elementary School District will not pay for The Candidate's Statement. The Candidate's Statement will be limited to 200 words.

4. Adopt A or B:

 X A. In the event of a tie vote, the winner of this election shall be determined by lot at a time and place designated by the governing board.

 B. In the event of a tie vote, the governing board shall call a runoff election on the sixth Tuesday following the election at which the tie vote occurred.

5. It is the wish of this board that the county superintendent of schools publish the notice of election in the following newspaper, which is a newspaper of general circulation that is regularly circulated in the territory: The Hanford Sentinel

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Trustee _____,
seconded by Trustee _____, at a regular meeting on this 27th day of May 2020, by
the following vote:

AYES:

NOES:

ABSENT:

Timothy J. Revious, Clerk of Hanford Elementary School District

NOTICE TO COUNTY ELECTIONS OFFICIAL OF ELECTIVE OFFICES
TO BE FILLED AND TRANSMITTAL OF MAP AND BOUNDARIES

Hanford Elementary School District

TO THE COUNTY CLERK OF KINGS COUNTY

NOTICE IS HEREBY GIVEN that the elective offices of the district to be filled as the
General District Election to be held Tuesday, November 3, 2020*-- are as follows:

| NAME OF OFFICE | ELECTED BY DIVISION NO. OR AT-LARGE | NAME OF INCUMBENT OR APPOINTEE | ELECTED OR APPOINTED? MO. / YR. | TO BE ELECTED FOR A SHORT TERM (2YRS) OR A FULL TERM (4YRS) |
|---------------------------------|---|-----------------------------------|---------------------------------------|--|
| HESD Governing Board Trustee | By Division Area #1 | Timothy L. Revious | Elected 11/16 | Full |
| HESD Governing Board Trustee | By Division Area #3 | Greg Strickland | Elected 11/2016 | Full |
| | | | | |
| | | | | |

(1) A map showing the boundaries of the district and boundaries of the division of the district, if any, within this county is attached hereto.

(2) The candidate is to pay for the publication of a Candidates Statement of Qualification, pursuant to Elections Code Section 13307.

Dated: _____

(Seal of the District)

Joy C. Gabler

714 N. White Street
P.O. Box 1067
Hanford, CA 93232
(559) 585-3604

NOTE: **THIS NOTICE AND TRANSMITTAL SHALL BE MADE AT LEAST 125 DAYS BEFORE THE GENERAL DISTRICT ELECTION** AND SHALL EITHER BE DELIVERED IN PERSON OR MAILED BY CERTIFIED MAIL IN TIME TO REACH THE KINGS COUNTY OFFICE OF EDUCATION, 1144 W. LACEY BLVD., HANFORD, CA 93230, **NO LATER THAN JUNE 30, 2020**

(11-02Notice of Boundaries.doc)

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Karen McConnell

DATE: 5/7/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 5/27/2020

ITEM: Memorandum of Understanding between Big Smiles of California and the
Hanford Elementary School District

PURPOSE: For the purpose of providing preventative dental care and services, including:
exams, fluoride treatments as well as x-rays and sealants where applicable for all
children with signed parental/guardian consent.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve



MEMORANDUM OF UNDERSTANDING

The mission of Elliot Paul Schlang DDS, Professional Corporation (dba “Big Smiles California”) is to improve the quality of children’s lives by providing comprehensive dental services to children often left without care. With parental/guardian permission, Big Smiles California can provide a dental exam, cleaning, fluoride treatments, x-rays and sealants, where applicable. In addition, restorative services such as simple fillings, pulpotomies (a root canal on baby teeth), extractions of baby teeth and pulp caps are offered.

The purpose of this memorandum is to establish an understanding between:

Big Smiles California

And

Hanford Elementary School District

Big Smiles California agrees:

- At a date to be mutually agreed upon, to provide comprehensive dental services, including: exams, cleanings, fluoride treatments (including Silver Diamine Fluoride), as well as x-rays and sealants where applicable, in addition to simple fillings, pulpotomies on baby teeth, baby teeth extractions and pulp caps. Such care shall be offered to the children with parental/guardian consent.
- All children ages 18 months -18 years are eligible.
- Each site will be served by our licensed California dentist(s) and/or hygienist(s) and/or dental assistants.
- There is no charge to the schools or District.
- When available, Medicaid covers 100% of treatment. Most insurances are accepted. For those without insurance, self-pay options are available.
- All children will be given a “report card” for their parents’ review. Copies of x-rays are available to the family and dental offices.

- Distribute Permission Forms to students in the fall and spring semesters of each school year and at other times upon request, as well as to collect the Permission Forms from the students in advance of the dental visit, and to send the completed Permission Forms to Big Smiles California as far in advance of the dental visit as reasonably possible.
- Communicate directly with parents via electronic medium (i.e. text, email) and/or robo-calls, as well as posting to the school/district website and social media pages, to make them aware that the in-school dentist is coming to school and provide parents with the online sign-up option, available at www.myschooldentist.com
- Provide a space that is a minimum of 14 feet x 14 feet including 2 standard power outlets and access to water, suitable for the staff of Big Smiles California to set up its “dental office”.
- Provide a minimum of 25 children per site to be treated. If minimum is not reached, the visit may be rescheduled or cancelled.

The parties acknowledge that the District is a public health program created or administered by federal, state, or local law, as described in CA Bus & Prof Code Section 1911.

This agreement is non-financial in nature. It shall run for a period of one year, and shall be renewed automatically on an annual basis for additional one year terms, unless notified by either party in writing with 30 days’ notice. If necessary to fulfill its responsibilities under this agreement, Big Smiles may assign this agreement to another dental practice.

Elliot Paul Schlang DDS, Professional Corporation
3201 Wilshire Blvd.
Suite 110
Santa Monica, CA 90403

By: _____
Signature

Print Name

Title

Date: _____

Hanford Elementary School District
714 N. White St.
Hanford, CA 93230

By: _____
Signature

Print Name


Title

Date: _____

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez 

DATE: May 18, 2020

RE: (X) Board Meeting
() Superintendent's Cabinet
() Information
(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 27, 2020**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Resignations

- Corey Hoover, Alternative Education Aide – 5.5 hrs., Community Day School, effective 6/5/20

b. Retirement

- Lisa Polder, Teacher, King, effective 6/5/20

c. Reassignments

- Robert Heugly, from Vice Principal, Kennedy to Learning Director, King, effective 7/28/20

d. Voluntary Transfer

- Michelle Martinez, Food Service Worker I – 3.0 hrs., from Monroe to Hamilton, effective 8/10/20

e. Voluntary Decrease in Hours/Transfer

- Mayra Rodriguez Delgado, Food Service Worker I, from 3.25 hrs., Hamilton to 3.0 hrs., Monroe, effective 8/10/20

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/18/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/27/2020

ITEM:***PUBLIC HEARING***

Consider adoption of Resolution #23-20, approval of the Facility Solutions Agreement between the Hanford Elementary School District and SitelogIQ for the purpose of construction, installation of energy efficiency measures on selected District sites.

PURPOSE:

The Resolution adopts the findings that it is in the best interest of the District to enter into the Facility Solutions Agreement for implementation of the energy-related improvements to the District's facilities and that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy related improvements per the Facility Solutions Agreement will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements. Specific improvements include solar at the bus barn and HVAC replacements at Woodrow Wilson's cafeteria.

FISCAL IMPACT:

The contract value is \$603,111 (\$270,000 CEC electric bus grant and \$41,100-\$102,700 from Southern CA Edison) and the estimated savings of \$1,155,836 over thirty years.

RECOMMENDATIONS:

Adopt Resolution #23-20, approval of the Facility Solutions Agreement between the Hanford Elementary School District and SitelogIQ for the purpose of construction, installation of energy efficiency measures on selected District sites.

RESOLUTION No. 23-20
RESOLUTION OF THE GOVERNING BOARD OF THE
HANFORD ELEMENTARY SCHOOL DISTRICT

REGARDING THE APPROVAL OF FINDINGS FOR GOVERNMENT CODE SECTION 4217, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE HANFORD ELEMENTARY SCHOOL DISTRICT "DISTRICT" AND SITELOGIQ FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES,

WHEREAS, the District Board of Trustees ("Board") has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites, has conducted a request for qualifications selection process related to the development and implementation of energy related projects, and has selected SitelogIQ based on their qualifications and references as to be "Best Value"; and

WHEREAS, the District approved an agreement to enter into negotiations with SitelogIQ ("SIQ") and its associated entities which proposes an Energy Conservation project for the District to include energy efficiency improvements to the sites; and

WHEREAS, the Board has received and reviewed information and data presented by District staff demonstrating that the cost to the District for Supplier to provide conservation measures pursuant to the Agreement will be less than the anticipated benefits received by the District

WHEREAS, in order to maximize the cost savings from the energy project, the District desires to improve the building energy efficiency at specified school sites with conservation scope of work

WHEREAS, the Board of Trustees is authorized pursuant to Sections 4217.10 through 4217.18 of the California Government Code (the "Act") to enter into energy conservation contracts pursuant to which the District may acquire equipment and services to reduce energy use

BE IT RESOLVED that based on comments, staff reports and documentation reviewed by the Board, the Board makes the formal findings that the cost of the project will be offset by the anticipated savings; and

BE IT FURTHER RESOLVED by the Board of Trustees as follows:

Section 1. The Board of Trustees hereby finds, determines and declares as follows:

(a) The anticipated cost to the District for "Conservation Services" as defined in Section 4217.11(c) of the Act and as provided for by the SIQ Contract, the Lease and/or the Project will be less than the anticipated marginal cost to the District of energy that would have been consumed by the District in the absence of the Project.

(b) To the extent that the SIQ Contract and/or the Lease grant easements, rights-of-way, licenses, rights of access, or other rights in the real property of the District upon which the Project will be constructed and installed, the difference, if any, between the fair rental value of such rights and the portion of the rent under the Lease attributable to such rights, is anticipated to be offset by benefits provided to the District under the SIQ Contract and the Lease.

(c) Funds for the payment of amounts due under any Lease are projected to be available from funding which otherwise would have been used for the purchase of energy required by the District in the absence of the Project.

BE IT FURTHER RESOLVED that the Board hereby approves the Agreement

BE IT FURTHER RESOLVED that the District's Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees
vote:

AYES: NOES: ABSTAIN: ABSENT:

I, _____ Superintendent/Secretary to the Governing Board of the "District", hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the said Board of Trustees on this 27th day of May, 2020.

Secretary to the Governing Board

GOVERNMENT CODE SECTION 4217
FACILITY SOLUTIONS AGREEMENT

by and between

Hanford Elementary School District

714 North White St.

Hanford, CA 93230-4029

and

Famand, Inc.

(dba SitelogIQ)

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EXHIBITS

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| Exhibit B | Certifications |
| Exhibit B-1 | Fingerprinting / Criminal Background Investigation Certification |
| Exhibit B-2 | Drug-Free Workplace / Tobacco-Free Environment Certification |
| Exhibit C | Work Orders |
| Exhibit D | Not Used |
| Exhibit E | Insurance |
| Exhibit F | Certificate of Substantial / Final Completion and Acceptance |

FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT (“Agreement”), dated as of May 27, 2020 (“Effective Date”), is by and between Hanford Elementary School District, a school district organized and existing under the laws of the State of California (“District”) and Famand, Inc. (dba SitelogIQ), a California corporation (“Contractor”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, District desires to reduce energy consumption and operational expenses through the installation of energy conservation and technologies (“System”);

WHEREAS, California Government Code § 4217.10 et seq. authorizes Customers to enter into agreements, contracts and related documents with private sector entities for developing energy conservation projects upon Customer’s finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to Customer;

WHEREAS, District has assigned specific areas on school properties (each one, a “Site”) on which the energy conservation measures (each one, a “System”) will be constructed;

WHEREAS, District desires to engage Contractor to install energy efficiency upgrades, design, supply and install selected and listed scope of work at each Site; and

WHEREAS, Contractor is a full-service energy services company with the technical capabilities to provide services to the District, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation,” (d) references to “Sections” and “Exhibits” shall be to sections and exhibits of this Agreement; (e) the words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in Exhibit B, which must be completed by Contractor prior to commencement of the work on the Systems:

- 2.1. Fingerprinting/Criminal Background Investigation Certification (Exhibit B-1)
- 2.2. Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-2)
- 2.3. Asbestos & Other Hazardous Materials Certification (Exhibit B-5)

3. GENERAL

3.1. Scope of Work

- (a) Contractor shall furnish to District energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy conservation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- (b) Project will be executed by individual Work Orders, detailed in Exhibit C (“Work”).
- (c) Work shall be performed in accordance with this Agreement and Exhibits attached hereto.

3.2. Contract Price

- (a) Contract Price. Subject to adjustments set forth in this Agreement, Contractor agrees to perform the Work for a total fixed price of **\$603,111** ("Contract Price"), including the following amounts detailed in Exhibit C ("Work Order Prices"):
 - (i) Work Order 1 with a total fixed price of **\$361,867**
 - (ii) Work Order 2 with a total fixed price of **\$241,244**
 - (iii) Payment of the Contract Price shall be made in compliance with the process described in Exhibit C.
- (b) Work Order Prices in Exhibit C assume all Work Orders are executed.

3.3. Protective Measures.

- (a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work.
- (b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- (c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.
- (d) Contractor shall comply with the provisions of the California Education Code Section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.

3.4. Prevailing Wage.

- (a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of \$1,000. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.
- (b) Davis-Bacon Act. Because the Work under this Agreement is financed partially with federal funds (Qualified Zone Academy Bonds), to the extent required by such financing, Contractor shall also comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 3141-48). Specifically those provisions found at Title 29 CFR 5.5 requiring Contractor to pay the laborers and mechanics employed on the Project, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor.
- (c) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (d) Payment Withholding. Pursuant to 8 CCR 16463(e), the District may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all

payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.

- (e) Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.
- (f) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.
- (g) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Insurance.

- (a) Contractor and District, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- (b) District and any lenders to the District and Contractor shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add District or any lender as additional insureds under its worker's compensation insurance policy.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten (10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.6. Performance of the Work.

- (a) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- (b) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all

licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.7. Hazardous Materials.

- (a) Contractor hereby specifically agrees to indemnify, defend and hold District, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor's sole negligence, are released or disturbed at the Site;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.
- (b) District hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by District, District Representative, or Third Party and any pre-existing Hazardous Material except pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by District or District Representative; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by District or District Representative.

3.8. Suspension of the Work.

- (a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If District issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this

Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

- (b) District may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.
- (c) In the event that the Work is totally or partially suspended, the Party that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the Parties, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, and District shall assume any costs arising under the effects of the suspension on the obligations of the Parties under this Agreement.
- (d) After the resumption of the performance of the Work, Contractor shall, after due notice to District, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

3.85 LIQUIDATED DAMAGES.

It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of one hundred dollars (\$100) per calendar day for each and every day of delay beyond the Contract Time set forth in Section ____ of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Section shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

3.9. Taxes.

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that District shall pay and have exclusive liability with respect to any taxes payable with respect to District's income. Contractor shall hold harmless, indemnify and defend District, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and District shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.10. Liens.

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from District.

3.11. Compliance with Applicable Laws.

- (a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor's responsibility for any environmental liabilities shall be governed by Section 3.9.
- (b) District specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

3.12. Environmental Attributes, Incentives, and Energy Credits.

- (a) District acknowledges that Contractor shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:
 - (i) All Environmental Incentives arising from the Environmental Attributes associated with the System;
 - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;
 - (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government ("Carbon Credits");
 - (iv) All "renewable energy credits" (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
 - (v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.
- (b) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as "Energy Credits". The Contractor may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. District shall take such steps as Contractor shall reasonably request to confirm Contractor's ownership of Energy Credits as herein provided and shall cooperate with Contractor, to the extent Contractor reasonably requests and at Contractor's expense, in the sale or other disposition of Energy Credits.

- (c) Independent Contractor. Contractor is acting hereunder as an independent contractor and not as an agent or employee of the District. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the District.

3.13. Subcontractors.

Contractor shall at all times be responsible for the acts and omissions of Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or its Subcontractors. District shall not undertake any obligation to pay or to be responsible for the payment of any sums to any Subcontractor. The District shall have no responsibility for settling Subcontractor claims or disputes.

3.14. Performance & Payment Bonds.

See individual Work Orders in Exhibit C for bonding requirements.

3.15. Title; Risk of Loss.

- (a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, and subject to Sections 3.17(b) and 3.17(c), Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.
- (b) District shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.
- (c) Notwithstanding anything herein to the contrary, District shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or District for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of District or its agents, employees or representatives.
- (d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for use by District or Project Owner in the operation of that portion of the System subject to the particular Work Order shall pass to the District upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price.

- (a) The Work Order Price is firm and fixed and includes all expenses to be incurred by Contractor including, but not limited to, Equipment and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, Applicable Permits (other than the District Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.
- (b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the District shall be resolved through a Change Order to this Agreement.

- (c) Any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement.
- (d) District and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with District budget limits.
- (e) The Work Order Price shall only be changed by Change Order approved by Contractor and District.

4.2. Payment.

- (a) Subject to Section 4.2(e), District shall pay to Contractor the progress payments set forth in Exhibit C when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.
- (b) District shall pay one hundred percent (100%) of each progress payment when such payment is due.
- (c) Payments will be made by District within fifteen (15) calendar days of receipt of the Contractor invoices. Notwithstanding the immediately preceding sentence, District shall pay one hundred percent (100%) of the Contract Approval Date payment set forth in Exhibit C prior to Commencement of Work. Invoices shall include any partial Lien releases and any other supporting documentation that District may reasonably request. District shall notify Contractor of any missing documentation within five (5) Business Days of receipt of invoice.
- (d) The following minimum content will be contained in, or delivered together with, any payment request from Contractor to District:
 - (i) Contractor address, phone number, and fax
 - (ii) Contractor invoice number and date
 - (iii) Project Site address(es)
 - (iv) Description of completed milestones since the immediately preceding payment request
 - (v) Total invoice amount
 - (vi) "Remit to" details (for wire transfer)
 - (vii) Lien waivers from major Subcontractors (>5% of Work Order Price)
 - (viii) Signature of authorized representative of Contractor, certifying as to the accuracy of the payment request.
- (e) Overdue payment obligations of District hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).
- (f) District may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect District from loss, including costs and actual attorneys' fees, on account of (1) any breach of this Agreement by Contractor; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure

of Contractor to make payments properly to its Subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed; (5) penalties assessed against District for failure of Contractor to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

5. COMMENCEMENT & COMPLETION

5.1. Commencement and Substantial Completion.

- (a) Contractor shall perform the Work as soon as practicable following the receipt of Contract Approval Date payment.
- (b) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:
 - (i) Unanticipated Conditions which directly affect the Project Milestones;
 - (ii) Changes in the design, scope, or schedule of the Project required by the District;
 - (iii) Breach of this Agreement by District;
 - (iv) Suspension of the Work pursuant to Section 3.10; or
 - (v) Force Majeure Event.
- (c) The following are conditions precedent to Substantial Completion:
 - (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;
 - (ii) District and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, and final lien waivers; and
 - (iii) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.
- (d) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to District containing sufficient detail to enable District to determine that Contractor has complied fully with the requirements of Section 5.1(c). Within five (5) days after receipt of such notice, District shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event District determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to District another notice

as set forth above. This procedure shall be repeated until such time as District has acknowledged Substantial Completion subject to Section 5.1(f).

- (e) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle District to complete the pending works on its own. District shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.
- (f) Any dispute between District and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1(c) shall be resolved in accordance with Section 8.5(b).

5.2. Final Completion.

- (a) Final Completion of the System shall be deemed to have occurred only if:
 - (i) all punchlist items contemplated in Section 5.1(c)(iii) have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to District;
 - (iii) on-site operation and maintenance training as required has occurred;
 - (iv) all final Lien waivers have been obtained;
 - (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed by District's Representative and the Contractor's Representative; and
 - (vi) the local utility has provided a permission to operate.
- (b) Upon Final Completion, Contractor shall submit to District a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. District shall, within five (5) Business Days after the receipt by District of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Final Completion subject to Section 5.2(c).
- (c) Any dispute between District and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2(a) shall be resolved in accordance with Section 8.5(b).

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by District, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to District or District's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. District shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor. Contractor represents and warrants to District that:

- (a) Contractor is a California corporation, duly organized, validly existing, and in good standing under the laws of the State of California, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- (b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.
- (c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- (d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- (e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- (f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

6.2. Representations and Warranties of District. District represents and warrants to Contractor that:

- (a) District is a California public school district, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- (b) The execution, delivery and performance by District of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- (c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to District's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the

business, properties or assets or the condition, financial or otherwise, of District or in any impairment of its ability to perform its obligations under this Agreement.

- (d) District will exercise commercially reasonable efforts to procure funding for the Project within 365 days of the Effective Date.
- (e) District has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.
- (f) The individual executing this Agreement on behalf of District is duly authorized to execute and deliver this Agreement on behalf of District and this Agreement is binding upon District in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by District:

- (a) Contractor agrees that District shall be entitled to terminate this Agreement upon the occurrence of any of the following circumstances:
 - (i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than one hundred twenty (120) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Contract Date payment, and after expiration of said period fails to commence or continue performance of the Work within ten (10) business days of Contractor's written notice from District to commence or continue performance of the Work;
 - (ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) days following Contractor's receipt of written notice thereof from District, or
 - (iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (b) Upon the occurrence of any of the foregoing, District may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. District shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise.
- (c) Upon exercising commercially reasonable efforts, District shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 365 days of the Effective Date. Upon this occurrence, District shall have no further obligation to Contractor.
- (d) If District elects to terminate this Agreement for any reason other than provided herein, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost prior to the Effective Date.
- (e) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, District has the right to terminate this Agreement. Upon such termination, District shall pay to Contractor for all services rendered up to and including the date of termination; plus all

costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by Contractor.

- (a) Without limiting the provisions of Section 8.5, District agrees that upon the occurrence of any of the following, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost incurred prior to the Effective Date:
- (b) If District makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (c) If District fails to make any payment to Contractor hereunder when due, which failure remains uncured for twenty (20) days following District's receipt of written notice thereof from Contractor, the District shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against District with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in Section 3.10.

7.3. Indemnity.

- (a) Contractor shall fully indemnify, save harmless and defend District from and against any and all costs, claims, and expenses incurred by District and their successors, assigns, governing board members, administrators, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of District) arising from or relating to Contractor's performance of its obligations under this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder.
- (b) District shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of District or its agents or employees or others under District's control or (b) a breach by District of its obligations hereunder.
- (c) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or

other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable. District shall indemnify, defend and hold Contractor and its present and future direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from the challenge to the procedures under which this Agreement was approved by the District. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by District to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

- (d) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section 7.3, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.4. Limitations of Liability.

- (a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR DISTRICT OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.
- (b) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) Customer's total liability arising out of or related to this Agreement exceed the minimum Insurance Limits as defined in Exhibit E

of this Agreement, and (ii) Contractor's total liability arising out of or related to this Agreement exceed the Insurance Limits as defined in Exhibit E of this Agreement

8. MISCELLANEOUS

8.1. Representatives.

- (a) District Representative. District designates, and Contractor agrees to accept, Joy C. Gabler, Superintendent, as District Representative for all matters relating to Contractor's performance of the Work. The actions taken by District Representative regarding such performance shall be deemed the acts of District and shall be fully binding for District. District may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated District Representative.
- (b) Contractor Representative. Contractor designates, and District agrees to accept, Stan Butts as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written notice to District, pursuant to Section 8.6 hereof, change the designated Contractor Representative.
- (c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or District, as applicable, under this Agreement.
- (d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and District contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material.

- (a) Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of District when prepared and shall be delivered to District upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.
- (b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- (c) Contractor further agrees to grant and hereby grants to District an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Kings County, California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure.

Contractor shall promptly notify District in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event; provided that any Work done or materials furnished by Contractor in restoring or rebuilding the System will be paid for by District as an approved Change Order pursuant to Section 3.5.

8.5. Dispute Resolution.

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and District shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the Dispute.
- (b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and District. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by District and Contractor. If District and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by District, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.5 shall survive any termination of this Agreement.
- (d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

8.6. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

District:

Name: Hanford Elementary School District
 Attention: Joy C. Gabler , Superintendent
 Address: 714 North White St.
 Hanford, CA 93230-4029
 Phone: (559) 585-3600
 Facsimile: (559) 584-7833
 Email: jgabler@hesd.k12.ca.us

With a copy to:

Name:
 Attention:
 Address:

Contractor:

Name: SitelogIQ
 Attention: Stan Butts, President
 Address: 1512 Silica Avenue
 Sacramento, CA 95815
 Phone: (916) 888-8808
 Facsimile: (916) 348-3020
 E-mail: stan.butts@sitelogiq.com

8.7. Nondisclosure.

To the extent permitted by law, whichever Party receives confidential information (the “Receiving Party”) from the other Party (the “Disclosing Party”) shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the Disclosing Party, any such information of the Disclosing Party. Confidential Information includes, without limitation, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other information related to Contractor, Suppliers, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other

Governmental Authority, or by any stock exchange upon which the shares of any Party are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice, and in all cases not less than five (5) Business Days' notice in advance of disclosure, so that the Disclosing Party may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, once fully executed and approved by the District's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act). District shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications.

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or District, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications.

Contractor shall coordinate with District with respect to, and provide advance copies to District for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If District delivers written notice to Contractor rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the District and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents.

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment.

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, District shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver.

Either Party's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

Hanford Elementary School District,
a school district organized and existing under the
laws of the State of California

By: _____
Name: Joy C. Gabler
Title: Superintendent

Famand, Inc.,
a California corporation, (dba) SitelogIQ

By: _____
Name: Stan Butts
Title: President
Contractor's License #: 646794

EXHIBIT A DEFINITIONS

“Affiliate” of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term “control” of a specified Person including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” ” means those permits identified as the responsibility of Contractor as determined in Exhibit C.

“Authority Having Jurisdiction (AHJ)” means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

“Business Day” means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

“Certificate of Substantial Completion” shall mean a document in similar form to Exhibit F.

“Certificate of Final Completion” shall mean a document in similar form to Exhibit F.

“Change” shall means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An “Unanticipated Condition” as defined in Section 2.4 hereof, experienced by Contractor during the course of the Work is included within the definition of “Change”.

“Change Order” shall mean a written document signed by District and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

“Commencement of Work” shall mean the commencement of Work for each Work Order.

“Construction Schedule” shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

“Construction Documents” shall mean construction documents prepared by Contractor and approved by District.

“Contract Documents” shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by District.

“Contractor” shall have the meaning set forth in the preamble.

“Contractor Representative” shall mean the individual designated by the Contractor in accordance with Section 7.1(b).

“Day” means calendar day unless it is specified that it means a “Business Day”.

“Disclosing Party” shall have the meaning set forth in Section 7.7.

“Dispute” shall have the meaning set forth in Section 7.5(a).

“District” shall have the meaning set forth in the Preamble to this Agreement.

“District Permits” means those permits identified as the responsibility of District in Exhibit C.

“District’s Representative” shall mean the individual designated by District in accordance with Section 7.1(a).

“Dollar” and “\$” shall mean the lawful currency of the United States of America.

“Effective Date” shall mean the date first set forth in the preamble.

“Environmental Attributes” means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

“Environmental Incentives” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase,

consumption or use of the energy output from each Site. Without limiting the foregoing, “Environmental Incentives” includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

“Excusable Delay” shall mean a Delay outside of Contractor’s control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, District or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the District;
- (c) the suspension of Work in whole or in part by District;
- (d) labor disputes, fire, vandalism, delay in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor’s control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA

approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;

- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by District or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor's control after Contractor's best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor's subcontractors' shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of "Excusable Delay".

"Facility" shall mean any and all properties of the District upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

"Final Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 4.2.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- (b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of FACILITY and

equipment relating to the performance by the affected Party of its obligations under this Agreement;

(c) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;

(d) changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and

(e) acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.

"Contract Approval Date" shall mean the date that District has approved this Agreement.

"Governmental Authority" shall mean any national, autonomic, regional, province, town, city, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 6.3(d).

"Indemnifying Party" shall have the meaning set forth in Section 6.3(d).

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Party" shall mean, individually, each of the parties to this Agreement.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Receiving Party" shall have the meaning set forth in Section 7.7.

"Representatives" shall mean the Contractor Representative and the District Representative and each may individually be referred to as a "Representative".

“School District” shall have the meaning set forth in preamble.

“Site” shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the District upon which a System is constructed.

“Subcontractor” shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(c).

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(c), has occurred.

“Suppliers” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“System” shall have the meaning ascribed in the Recitals to this Agreement.

“Technical Dispute” shall have the meaning set forth in Section 7.5(b).

“Third Party” shall have the meaning of any persons or entity not affiliated with Contractor or District.

“Unanticipated Condition” shall have the meaning set forth in Section 2.4.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

“Work Order” shall mean the assigned Work for each Site as described in Exhibit C.

“Work Order Price” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

EXHIBIT B
CERTIFICATIONS

Exhibit B-1 Fingerprinting / Criminal Background Investigation Certification

Exhibit B-2 Drug-Free Workplace / Tobacco-Free Environment Certification

**FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION
(EXHIBIT B-1)**

The undersigned does hereby certify to the governing board of the _____ as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the _____; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with _____ pupils in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with _____ pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and _____ pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied Site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the _____ pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with _____ pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION
(EXHIBIT B-2)

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The _____ is not a "state agency" as defined in the applicable section(s) of the Government Code, but the _____ is a local agency and public school _____ under California law and requires all contractors on _____ projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the _____ determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and _____ Board Policies, all _____ sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in _____ property. _____ property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on _____ property. I acknowledge that I am aware of the _____'s policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

**EXHIBIT C
WORK ORDERS**

**Work Order #1
Major Equipment Procurement**

**Work Order #2
Energy Conservation Work Including HVAC and Solar Generation Installations**

Work Order #1 Major Equipment Procurement

This scope of work is intended to define the requirements which will form the basis for the procurement of Energy Conservation work at District Facilities that are part of the Agreement.

This Work Order includes the following:

- HVAC and Solar plus Battery Storage Equipment Procurement Scope of Work
- Work Order Milestones
- Fixed Price Amount
- Progress Payment Schedule
- Performance and Payment Bonds

HVAC AND SOLAR PLUS BATTERY STORAGE EQUIPMENT PROCUREMENT SCOPE OF WORK

General

The scope of work for this Work Order includes the procurement and transportation of the major components of the System at each Facility. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

Procurement

Contractor shall procure the HVAC Equipment and Solar Generation plus Battery Storage Components required for the Systems under this Work Order per the Scope as outlined in Exhibit C, Work Order #2.

Shipping and Transportation

The Contractor shall make necessary arrangements with each manufacturer or distributor for the proper packaging and shipment of equipment included in the Scope of Work to the District Facility or Contractor warehouse. This equipment shall be shipped in appropriate packaging and by suitably equipped transportation to avoid damage to the equipment at all points from the manufacturer's or distributor's site to the District Facility or Contractor warehouse. The Contractor shall ensure that suitable equipment is available and used for unloading and handling of the equipment at the project Facility.

Equipment Documentation

Upon placement and confirmation of the purchase order, the Contractor shall request from each manufacturer applicable documentation regarding shipping, handling, factory testing, storage, installation, and maintenance for equipment ordered. Upon receipt, this information shall be stored and/or transmitted to the District as appropriate.

WORK ORDER MILESTONES

| Estimated Work Order Milestone Schedule | |
|--|--|
| Milestone | Milestone Date |
| Contract Approval Date | 05-27-2020 |
| Major Equipment Ordering | 14 Calendar Days after District Notice to Proceed for each Phase as Outlined in the Fixed Price Amount below |

Contractor shall be given a day-for-day slip in the Work Order Milestone Schedule for a delay in the Contract Approval Date beyond the date shown above.

FIXED PRICE AMOUNT

The total fixed price for this Work Order #1 (“Work Order Price”) is **\$361,867.**

The fixed price for the HVAC Phase of this Work Order #1 is **\$98,915.**

The fixed price for the Solar Phase of this Work Order #1 is **\$262,952.**

PROGRESS PAYMENT SCHEDULE

The District shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

| Progress Payments Schedule | |
|-----------------------------------|------------------------------------|
| Payment Milestone | % of Total Task Order Price |
| Contract Approval Date | 10% |
| Major Equipment Ordering | 90% |

PERFORMANCE AND PAYMENT BONDS

No Performance or Payment Bonds are required for this Work Order.

EXHIBIT C

Work Order #2

Energy Conservation Work Including HVAC and Solar Generation Plus Battery Storage Installations

This scope of work is intended to define the requirements which will form the basis of HVAC and Solar Generation Plus Battery Storage installations (“System”) at:

- **Woodrow Wilson Junior High School**, 601 West Florinda Street, Hanford, CA 93230
- **Hanford Bus Barn**, 958 Katie Hammond Street, Hanford, CA 93230

This Work Order includes the following:

| | |
|------------------|---|
| <u>Section 1</u> | Basis of Energy Engineering |
| <u>Section 2</u> | HVAC Scope of Work |
| <u>Section 3</u> | Solar & EV Charger Scope of Work |
| <u>Section 4</u> | Proposed Project Installation Timeline & Coordination |
| <u>Section 5</u> | Work Order Milestones |
| <u>Section 6</u> | Fixed Price Amount |
| <u>Section 7</u> | Progress Payment Schedule |
| <u>Section 8</u> | Performance and Payment Bonds |

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from December 2018 through November 2019. The Baseline data takes into consideration the quantity of facilities and size; 2019/2020 building operational schedules; 2019/2020 School Calendar; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, this data has been obtained from the Customer.

Since Contractor does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of the Contractor’s control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing;

improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on Customer inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, the Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The Customer is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The Customer shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with equal equipment/materials based on the availability at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, Customer agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The Customer may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

2.0 HVAC SCOPE OF WORK

2.1 Basis of Design and Engineering

The intent of this project is to reduce the Customer's utility costs and operational expenses by replacing the existing outdated HVAC equipment with a new, properly sized, high energy efficient unit serving the Multi-Purpose Room at **Woodrow Wilson Junior High School**.

As requested, Contractor will be replacing the existing unit listed below in Section 2.2 with new higher efficient equipment of the correct capacity. Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, platforms or any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on the energy efficiency and economic viability. These retrofits are like-for-like equipment replacements that are not structural in nature. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement HVAC systems. According to State of California Division of State Architect Office of Regulation Service Policy #97-08, IR A-10 (Exemption from DSA Approval document, issued on 1/7/19), IR 11B-6 and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems only and is considered maintenance related replacement. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

In the absence of the reliable as-built drawings, Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the Customer and Contractor for any additional costs required.

In general, the original mechanical plans by Mangini & Associates dated and DSA approved on 03/03/1995 are used as a basis of design for the new mechanical systems. The selections of the new HVAC equipment are also based on the following main design parameters for the cooling/heating load calculations:

- Outdoor design temperatures are (Title 24 required climate data for Hanford, CA):
 - 99° F DB / 71° F WB – Summer
 - 22° F DB – Winter
- Bldg. Structure U-values: walls – estimated for various existing structures.
- Lighting load was estimated at 1.0 W/Sq. ft.

- Plug loads are estimated at 1.0 W/sq.ft.
- Zone temperature settings are:
 - 75° F – Occupied Cooling
 - 90° F – Unoccupied Cooling
 - 70° F – Occupied Heating
 - 50° F – Unoccupied Heating

Contractor will use the current 2019 Title-24, 2016 California Building Code (CBC), 2016 California Plumbing Code (CPC), 2016 California Mechanical Code (CMC), the California Electrical Code (CEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

2.2 Mechanical Scope of Work

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new equipment to the project site.
- Disconnect the existing systems from existing sheetmetal, electrical and piping as needed and dispose.
- Provide and install new properly sized split unit system as detailed below.
- Provide sheet metal as needed to connect new unit to existing opening.
- Supply and install new dampers and controllers for a new economizer and demand control ventilation system for the area.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Provide concrete pads and security fencing for the new outdoor, ground mounted, condensing units.
- Reconnect electrical service from the existing panel in the furnace room to new equipment with new disconnects, as needed.
- Provide and run new refrigerant lines from the new indoor unit to the outdoor unit. These lines will be installed on the existing concrete next to the bottom stair and enclosed with metal.
- Reconnect the gas line to the new furnaces.
- Provide condensate lines to the existing floor drain in the furnace room.
- Provide new flue piping through the original flue opening. Seal air and water tight.
- Provide and install a new thermostat and CO₂ sensor for the new system.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Clean areas daily as new work is completed.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of new HVAC units included in this project are listed below:

| Woodrow Wilson Junior High School | | | | | | |
|--|------------|---------------------------|-------------|-----------------|------------------------------------|----------------------------------|
| Proposed Equipment | | | | | | |
| Area | Qty | Nominal Tons | Type | Brand | Cooling Efficiency SEER/EER | Heating Efficiency AFUE % |
| Multi-Purpose Room | 1 | 15.0 (3-5 Ton/each units) | Split G/E | Lennox or Equal | 14.0 SEER | 95% |

* - G/E – denotes Gas Electric system unit.

** - Equipment brand noted above can be substituted with equal equipment based on the availability at the time of the scheduled installation (per Section 4.0 below), constructability and other considerations as determined by the Project Manager.

2.3 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

- Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Controls; economizers where not specified above and where not required by code.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- All work is to be completed during normal or shift working hours. Any request by Customer to change working times may result in a change order for added overtime rates.
- DSA fees, reviews and approvals.
- Any items not specified in this Scope.

3.0 SOLAR & EV CHARGER SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in this Work Order #2 or included in Work Order #1. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

3.1 Solar, BESS, & EV Charger System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in Section 3.14. Any changes to the location, size, or orientation shall constitute a Change Order. In summary, the solar PV systems will include the following:

1. Hanford Bus Facility solar installation will include one (1) electricity grid-connected roof mounted photovoltaic systems with a total rated approximate capacity of 62.7 kW-DC-STC. PV Arrays to be installed on roof of bus facility . PV roof layout to be coordinated with structural engineer as required. . Existing conduit from bus barn to interconnection is assumed to be adequately sized and will be available for use.
2. Hanford Battery Energy Storage System will include one (1) 60kW/130kWh self-contained battery system capable of Demand Charge Management (DCM).
3. Hanford EV Charger infrastructure for five (5) new & five (5) future 19.2 kW EV Chargers. EV Chargers provided by district. Ten (10) 80A circuits connected to new switchgear with stubs for five (5) Dual port EV Chargers to be installed at designated locations within bus facility. New electric service & switchgear to be provided by Southern California Edison. New main and switchgear provided by others is assumed to be of adequate size . EV Chargers not included.

In general, the PV & BESS Systems will consist of the following:

- a. PV modules
- b. PV module support structure
- c. Inverter(s)
- d. Battery Energy Storage unit
- e. System electrical protection
- f. Electrical disconnects
- g. Switchgear
- h. Control and monitoring systems
- i. Computer Monitoring for system information installed in main office (Customer to provide internet access)
- j. Outdoor rated equipment enclosures
- k. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
- l. Equipment foundations
- m. Signage

3.2 Engineering Design Services

The Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. The Contractor shall conform to Industry Standard and Applicable Law. The following design services shall be provided by the Contractor:

- A. Civil Engineering design, including the preparation of the following:
 - Site Plan
 - Geotechnical Report (if required)
- B. Structural Engineering Design, including:
 - Foundations and other structural concrete
 - PV module support structural design
 - Structural design calculations, as required
- C. Mechanical Systems design, as required.
- D. Electrical Systems design, including:
 - PV modules
 - Inverter
 - DC combiners, disconnects, fuses, and wiring
 - AC breakers and disconnects
 - Revenue metering
 - Enclosures, conduit, and wiring
 - Communications and control systems as described herein
 - Other electrical systems included in the scope of work

3.3 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits (as noted below) except those permits that are the responsibility of the Customer (“Customer Permits”). Customer shall obtain, and shall file on a timely basis, any documents required to obtain all such Customer Permits. Customer shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshall

Customer Permits include:

- CEQA (Categorical Exemption certified by the Customer is assumed for this project)
- Easements required to complete the work.
- General Construction and Building Permits
(Project is outside the jurisdiction of DSA and other local authorities and does not require a building permit)
- All other permits required for construction of the System, except for Applicable Permits

3.4 Procurement

Contractor shall procure all materials and equipment included in the scope of work for the installation of a complete System under this Work Order with the exception of PV modules and inverters. These items will be procured under Work Order #1 as part of this Agreement.

3.5 Construction Services

The following services shall be provided by the Contractor as part of the general construction activities:

- A. Civil construction, including surveying, excavation, trenching, backfill, and fencing,
- B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures
- C. Mechanical construction (if required)
- D. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System
- E. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities
- F. Support services, including Contractor's trailers, shaded worker rest areas, restroom facilities, and security
- G. Coordination with Customer's staff for site access, laydown, and storage with minimal interference with school operations
- H. Operator training services
- I. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed
- J. Construction inspections, material verification, and testing as required
- K. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities
- L. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
- M. Miscellaneous consumable materials required to erect the System
- N. Coordination with Customer's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

3.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the Customer for review and approval. Customer shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review Period"). Contractor will proceed with the assumption that Customer has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by Customer after ten (10) Business Days that result in re-work shall constitute a Change Order. Customer shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various Customer personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate Customer comments into the final designs, drawings, and specifications (the "Construction Documents"), as

applicable. Contractor shall submit such revised documents to Customer for additional Design Review Periods, which shall not extend longer than ten (10) Business Days, until Customer approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by the Contractor for review and approval by the Customer.

- A. Facility drawing with Project improvements drawn to scale (Site Plan)
- B. Electrical design package including:
 - Single Line AC and DC diagrams
 - Communication, Monitoring and Control schematics
 - Electrical Circuit and Conduit schedule
 - Electrical Equipment installation plans
 - Lighting plan, if required
 - Placard schedule
 - Equipment data sheets
- C. Structural Calculations package including:
 - Ground structural elements for ground-mount systems
 - Equipment foundations and enclosures
 - Security fencing
- D. System energy production calculations and software model based on Site Plan
- E. Approved Applicable Permits
- F. Geotechnical report including Project applicable soil properties (if required)
- G. Project Schedule
- H. Environment, Health and Safety Plan
- I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
- J. System Operation and Maintenance manual (O&M plan)
- K. As-Builts (Record Drawings)
- L. Professional Engineer Wet Stamps and signatures on final design documents:
 - Electrical Design package
 - Structural Calculation package
- M. Interconnection Agreement with Local Utility
- N. Documentation for Rate Change with Local Utility

3.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects (“Workmanship Warranty”). If a System has a defect, and Customer provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of

the System that is defective at no cost to Customer within forty-five (45) days of notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

- (a) Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;
- (b) Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;
- (c) Use of a System beyond the scope contemplated in its operating manuals or technical specifications;
- (d) Damage to a System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and Customer;
- (e) Force Majeure Events;
- (f) A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,
- (g) Any defect of deficiency to the extent the same results from a specific written direction from the Customer if, prior to implementing such written direction, Contractor advised Customer that Customer's written direction would so affect the warranty provided by Contractor hereunder.

3.8 Manufacturer Warranties

Contractor shall procure and assign to Customer warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to Customer the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and Customer shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

Contractor shall require that Manufacturers provide the following warranties:

- a. Inverters shall have a ten (10) year standard Manufacturer Warranty.
- b. PV modules shall have the following standard Manufacturer Warranties:
 - i. Five (5) year material and workmanship warranty;
 - ii. Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and

- iii. Thirty (30) year power output warranty at eighty percent (80%) of rated nominal power output.
- c. Meters shall have a one (1) year standard Manufacturer Warranty.

3.9 Performance Test

The Contractor is responsible for conducting the Performance Test of the complete System, including PV modules, inverters, metering, controls, and accessories. The Contractor shall provide all test equipment and special instrumentation required for the tests.

The Contractor shall operate the System during the Performance Tests. Customer shall be entitled to be present during any Performance Test.

Upon completion of any Performance Test, Contractor shall submit promptly the relevant certificate containing the results of such Performance Test to Customer's Representative as soon as practicable, but in any event within five (5) Business Days. Customer's Representative shall promptly review such certificate and the results set forth therein and shall determine whether the Performance Test has been successfully completed within five (5) Business Days following receipt of such certificate.

If the System fails to satisfy any Performance Test, Customer's Representative shall execute the certificate including the Performance Test that failed. Contractor shall repeat the Performance Test one or several times before Final Completion of the System. Contractor shall take all corrective actions so that the System may successfully complete the Performance Tests, without prejudice to Customer's rights and remedies in accordance with this Agreement.

The Performance Test is the ability of the System to demonstrate Actual System Power Output is consistent with the Nameplate Rated Capacity during the test period commencing immediately after Substantial Completion and permission has been provided by the local utility.

The following additional definitions apply to the System Performance Test:

- "Actual System Power Output" means the AC kilowatt hour output of the System measured at the revenue meter at the Site adjusted for Standard Test Conditions, ancillary loads, System losses, and ambient conditions.
- "Nameplate Rated Capacity" means the total Nameplate Rated Capacity (kW-DC-STC) as calculated by adding the PV module nameplate ratings at Standard Test Conditions (STC) of the PV modules in the System.
- "Standard Test Conditions (STC)" are defined as the following:
 - Irradiance in the plane of the array (average module tilt angle and orientation of the System) of 1,000 W/m².
 - 25°C module cell operating temperature as measured at the back surface or cell of the module.
 - Air Mass (AM) of 1.5.

- “Test Period” means a qualified period of time following Substantial Completion during which the Actual System Power Output and ambient conditions are measured and recorded. The Test Period shall consist of at least five (5) valid days. A day is considered valid if a wide distribution of data is collected over the range of insolation values from 200 to 1000 W/m². Each day shall have an adequate number (320 minimum) of valid data points in both the morning and afternoon.
- A successful test will demonstrate that the Actual System Power Output equals or exceeds ***ninety-five percent (95%)*** of the Nameplate Rated Capacity. If the Actual System Power Output does not meet this criteria, the Contractor shall investigate the System for defects, make any necessary corrections, and retest the System to achieve a successful Performance Test.

Actual System Power Output generated has been estimated based on the actual utility rates & billing structure at this time. Minor changes or modifications to the utility rate structure may positively or negatively affect financial benefits. Utility billing structure is out of Contractor’s control.

3.10 Project Closeout

- a. Contractor shall deliver to Customer an owner’s manual, operator’s manual and as-built drawings for the System no later than ninety (90) days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punchlist items.
- b. At Customer’s request, Contractor shall provide Customer’s personnel with no less than one (1) full Day of detailed and complete on-site operation training with respect to the System. Customer’s personnel shall have the qualifications necessary to perform their activities and will be hired by Customer or its Affiliate. Contractor shall provide Customer reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Contractor makes no representation nor warranty to Customer as to the availability or amount of any such subsidies, rebates or incentives.

3.11 Customer Responsibilities

Contractor shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by Customer:

- a. The Customer shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in Customer’s possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in Customer’s

- possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in Customer's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.
- b. Customer shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
 - c. Customer shall make water source available at the Site for construction water;
 - d. Customer shall obtain the Customer Permits;
 - e. Customer shall be responsible for hiring and paying for a Division of State Architect certified Inspector of Record;
 - f. Customer shall select its own personnel so that it is present at the date of Substantial Completion;
 - g. Customer shall pay for and provide communication access for system monitoring;
 - h. Customer shall pay for all taxes, fees, and costs required to obtain all Permits;
 - i. Customer shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
 - j. Customer shall be responsible for operating the System from and after Substantial Completion.

3.12 General Clarifications & Qualifications to Scope of Work

- a. Work Order Price assumes one (1) review cycle by Customer of the equipment layout drawings, one (1) review cycle by Customer of final design documentation, and one (1) final set of as-built drawings delivered to Customer in electronic format and hard copy.
- b. Schedule and Work Order Price assumes Customer will review and provide comments on drawings within 10 business days.
- c. Work Order Price is based on code approved conduit and wiring methods.
- d. Work Order Price assumes that the Contractor will not encounter any Rock during trenching and excavating.
- e. Work Order Price assumes that the Contractor will not encounter any ground water during trenching and excavating.
- f. Wiring from PV panels to combiners is USE cable and not placed in raceways.
- g. Grounding as required by NEC.

- h. AC and DC wiring to be aluminum where possible.
- i. Work Order Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price.
- j. Work Order Price is based on site parking being available to all Contractor and Subcontractor employees.
- k. Work Order Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
- l. Work Order Price and schedule assumes that Customer will receive all necessary easements within 45 business days after the Effective Date.
- m. Work Order Scope assumes there are no existing encumbrances or easements on the site.
- n. Work Order Price and Schedule assumes that the Customer has closed all previous construction projects with the Division of State Architecture that may cause a delay in the approval of this Project.

3.13 Solar Scope of Work Exclusions

The Solar Work excludes the following:

- a. Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- b. Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.
- c. Upgrade of the existing site electrical service capacity.
- d. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
- e. Drill hole casing, water mitigation, or Rock drilling.
- f. Hazardous material abatement and/or removal of any kind.
- g. DSA Review, Approval, Plan Check Fees and other Building Permits.
- h. Inspector of Record fees.
- i. Storm Water Pollution Prevention Plan (SWPPP).
- j. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs other than what is required for installation of the PV systems or otherwise provided in the scope of work.
- k. California Solar Initiative (CSI) Incentive application fees.
- l. Tree Mitigation Costs.
- m. String level monitoring.
- n. Relocation and modification of underground utilities.

- o. Premium time (except for utility tie-in).
- p. Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work.
- q. Asphalt (fog, coating, and striping)
- r. Operation and Maintenance services.
- s. Other Fees (plan check, utility permits, parking, etc.).
- t. Any items not specified in this scope.

The Contractor will notify the Customer of any excluded work or repairs which are necessary to the function of the Work as soon as the Contractor becomes aware of such, and before proceeding with related work.

3.14 Site Plans

Hanford Bus Barn PV Layout



4.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete PV and/or HVAC system retrofit at a given building or school site.

The Customer shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the Customer's responsibility to temporarily relocate the students to other classrooms and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of Customer's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. Contractor will work with the Customer to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the Customer with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining all necessary equipment, parts and materials needed for installation. It is anticipated the construction phase of this project would be performed in the Summer/Fall/Winter of 2020.

Customer and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

5. WORK ORDER MILESTONES

| Estimated Work Order Milestone Schedule | |
|--|--|
| Milestone | Milestone Date |
| Notice to Proceed Date | 5-27-2020 |
| Substantial Completion | Phase Notice to Proceed Date + 28 weeks |
| Final Completion | Phase Notice to Proceed Date + 32 weeks |

Contractor shall be given a day-for-day slip in the Work Order Milestone Schedule for a delay in the Contract Approval Date beyond the date shown above.

6. FIXED PRICE AMOUNT

The total fixed price for this Work Order #2 (“Work Order Price”) is **\$241,244**.

The fixed price for the HVAC Phase of this Work Order #2 is **\$65,944**.

The fixed price for the Solar & Storage Phase of this Work Order #2 is **\$175,300**.

7. PROGRESS PAYMENT SCHEDULE

The District shall pay to Contractor the progress payments set forth below by phase when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

| Progress Payments Schedule – By Phase | |
|--|------------------------------------|
| Payment Milestone | % of Total Task Order Price |
| Progress Payments | 80% |
| Substantial Completion | 10% |
| Final Completion | 10% |

8. PERFORMANCE AND PAYMENT BONDS

Upon the written request of the District prior to commencement of work, Contractor shall provide evidence of the following bonds to District:

a. **Performance Bond.** A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Work Order Price payable under the Agreement securing the faithful performance of this Work Order; and

b. **Payment Bond.** A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Work Order Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Work Order.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Work Order and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion.

The surety, having provided the Performance and Payment Bonds under this Work Order, shall assume no liability to Contractor, District or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

EXHIBIT E INSURANCE

Contractor Insurance Requirements

1. **Required Coverages.** Contractor shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - i. **Workers Compensation Insurance and Employers Liability.** In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:
 - iii. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. **Policy Endorsements.** Insurance coverage required to be maintained by Contractor under this Agreement shall:
 - i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
 - ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name District and others as may be reasonably required by District, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of District and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. **Certificates.** Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to District upon District's reasonable request.

District Insurance Requirements

1. Required Coverage. District shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by District under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
3. Certificates. District shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION AND ACCEPTANCE

The undersigned, _____ (“the District”), having its office at _____, having entered into the Facility Solutions Agreement (“Agreement”) dated _____, 2020, with _____ (“_____”), does hereby certify as follows:

1. I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the District.
2. As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor:

By:_____

Name:_____

Title:_____

District:

_____ SCHOOL DISTRICT

By:_____

Name:_____

Title:_____



HANFORD ELEMENTARY SCHOOL DISTRICT PHASE III ENERGY PROGRAM



1. Bus Barn Roof Mounted Solar Generation + Battery Storage + Bus Charger Installation
2. Woodrow Wilson HVAC Replacement with 96% High Efficiency Heating and Associated Cooling Systems
3. Ongoing Operations and Maintenance Agreement including 90% Power Production Guarantee.

| Year | District Planning Cost (4) | Project Initial Investment (2) | Inverter & Battery Replacement (7) | Solar O&M (3) | Potential SGIP Grant (5) | Awarded CEC Grant (6) | Project Utility Savings (1) | Annual Savings | Cumulative Savings |
|---------------|----------------------------|--------------------------------|------------------------------------|---------------|--------------------------|-----------------------|-----------------------------|----------------|--------------------|
| Yr 0: 19-20 | \$ - | \$ (603,111) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Yr 1: 20-21 | \$ - | \$ - | \$ - | \$ 1,636 | \$ 20,553 | \$ 270,000 | \$ 9,937 | \$ 298,854 | \$ 298,854 |
| Yr 2: 21-22 | \$ - | \$ - | \$ - | \$ 1,685 | \$ 9,302 | \$ - | \$ 20,529 | \$ 28,146 | \$ 326,999 |
| Yr 3: 22-23 | \$ - | \$ - | \$ - | \$ 1,736 | \$ 9,302 | \$ - | \$ 21,206 | \$ 28,773 | \$ 355,772 |
| Yr 4: 23-24 | \$ - | \$ - | \$ - | \$ 1,788 | \$ 1,949 | \$ - | \$ 21,906 | \$ 22,068 | \$ 377,840 |
| Yr 5: 24-25 | \$ - | \$ - | \$ - | \$ 1,841 | \$ - | \$ - | \$ 22,629 | \$ 20,788 | \$ 398,627 |
| Yr 6: 25-26 | \$ - | \$ - | \$ - | \$ 1,897 | \$ - | \$ - | \$ 23,376 | \$ 21,479 | \$ 420,106 |
| Yr 7: 26-27 | \$ - | \$ - | \$ - | \$ 1,953 | \$ - | \$ - | \$ 24,147 | \$ 22,194 | \$ 442,300 |
| Yr 8: 27-28 | \$ - | \$ - | \$ - | \$ 2,012 | \$ - | \$ - | \$ 24,944 | \$ 22,932 | \$ 465,232 |
| Yr 9: 28-29 | \$ - | \$ - | \$ - | \$ 2,072 | \$ - | \$ - | \$ 25,767 | \$ 23,695 | \$ 488,927 |
| Yr 10: 29-30 | \$ - | \$ - | \$ - | \$ 2,135 | \$ - | \$ - | \$ 26,617 | \$ 24,483 | \$ 513,409 |
| Yr 11: 30-31 | \$ - | \$ - | \$ - | \$ 2,199 | \$ - | \$ - | \$ 27,496 | \$ 25,297 | \$ 538,707 |
| Yr 12: 31-32 | \$ - | \$ - | \$ - | \$ 2,265 | \$ - | \$ - | \$ 28,403 | \$ 26,139 | \$ 564,845 |
| Yr 13: 32-33 | \$ - | \$ - | \$ - | \$ 2,333 | \$ - | \$ - | \$ 29,340 | \$ 27,008 | \$ 591,853 |
| Yr 14: 33-34 | \$ - | \$ - | \$ - | \$ 2,403 | \$ - | \$ - | \$ 30,309 | \$ 27,906 | \$ 619,759 |
| Yr 15: 34-35 | \$ - | \$ - | \$ - | \$ 2,475 | \$ - | \$ - | \$ 31,309 | \$ 28,834 | \$ 648,594 |
| Yr 16: 35-36 | \$ - | \$ - | \$ 46,300 | \$ 2,549 | \$ - | \$ - | \$ 32,342 | \$ (16,507) | \$ 632,087 |
| Yr 17: 36-37 | \$ - | \$ - | \$ - | \$ 2,625 | \$ - | \$ - | \$ 33,409 | \$ 30,784 | \$ 662,871 |
| Yr 18: 37-38 | \$ - | \$ - | \$ - | \$ 2,704 | \$ - | \$ - | \$ 34,512 | \$ 31,808 | \$ 694,679 |
| Yr 19: 38-39 | \$ - | \$ - | \$ - | \$ 2,785 | \$ - | \$ - | \$ 35,651 | \$ 32,866 | \$ 727,545 |
| Yr 20: 39-40 | \$ - | \$ - | \$ - | \$ 2,869 | \$ - | \$ - | \$ 36,827 | \$ 33,959 | \$ 761,503 |
| Yr 21: 40-41 | \$ - | \$ - | \$ - | \$ 2,955 | \$ - | \$ - | \$ 38,043 | \$ 35,088 | \$ 796,591 |
| Yr 22: 41-42 | \$ - | \$ - | \$ - | \$ 3,043 | \$ - | \$ - | \$ 39,298 | \$ 36,255 | \$ 832,845 |
| Yr 23: 42-43 | \$ - | \$ - | \$ - | \$ 3,135 | \$ - | \$ - | \$ 40,595 | \$ 37,460 | \$ 870,305 |
| Yr 24: 43-44 | \$ - | \$ - | \$ - | \$ 3,229 | \$ - | \$ - | \$ 41,934 | \$ 38,706 | \$ 909,011 |
| Yr 25: 44-45 | \$ - | \$ - | \$ - | \$ 3,326 | \$ - | \$ - | \$ 43,318 | \$ 39,993 | \$ 949,004 |
| Yr 26: 45-46 | \$ - | \$ - | \$ - | \$ 3,425 | \$ - | \$ - | \$ 44,748 | \$ 41,322 | \$ 990,326 |
| Yr 27: 46-47 | \$ - | \$ - | \$ - | \$ 3,528 | \$ - | \$ - | \$ 46,224 | \$ 42,696 | \$ 1,033,022 |
| Yr 28: 47-48 | \$ - | \$ - | \$ - | \$ 3,634 | \$ - | \$ - | \$ 47,750 | \$ 44,116 | \$ 1,077,138 |
| Yr 29: 48-49 | \$ - | \$ - | \$ - | \$ 3,229 | \$ - | \$ - | \$ 41,934 | \$ 38,706 | \$ 909,011 |
| Yr 30: 49-50 | \$ - | \$ - | \$ - | \$ 3,326 | \$ - | \$ - | \$ 43,318 | \$ 39,993 | \$ 949,004 |
| Totals | \$ - | \$ - | \$ 46,300 | \$ 76,789 | \$ 41,106 | \$ 270,000 | \$ 967,819 | \$ 1,155,836 | \$ 1,155,836 |

NOTES

- (1) Escalation included at 4% annually & reflects 0.7% panel degradation per panel warrantee. Savings shown as 50% 1st year due to construction.
- (2) Project is funded by District Capital.
- (3) Optional contract to provide a 90% power production guarantee and all O&M of the solar installation at the Bus Barn. 10 Year Battery storage monitoring & performance guarantee included in project cost.
- (4) All development and design included in contract. *No DSA Fees or Inspector included as project is DSA exempt.*
- (5) PG&E Self Generation Incentive Program Grant - Applied for May 2020 will be lottery. Minimum grant approx. \$41k. Maximum grant approx. \$103k.
- (6) California Energy Commission Charging School Bus and Charging Station Infrastructure Grant ARV-19-048. Total = \$1,948,463 - Infrastructure Portion = \$270,000.
- (7) Cost for replacing battery storage and solar inverters assuming total failure at year 16. Manufacturer's battery performance warranty for 10 years included in project.