

PURCHASE ORDER LOG  
5/1/17-5/31/17

PO#	DATE	VENDOR	DESCRIPTION	ESTIMATED AMOUNT	AMOUNT PAID GENERAL	AMOUNT PAID OTHER	DATE PAID
16-17-242	5/1/17	READY REFRESH BY NESTLE	SERVICE 3/23/17-4/22/17	\$57.50	\$57.50		5/2/17
16-17-243	5/2/17	ACE HARDWARE	OPERATION SUPPLIES, MAINTENANCE SUPPLY	\$89.14	\$89.14		5/2/17
16-17-244	5/2/17	FOUNDATION FOR ED ADMIN	ACSA LEADERSHIP COACHING 2ND INSTALLATION M. KNIGHT	\$2,000.00	\$2,000.00		5/4/17
16-17-245	5/3/17	SCHOLASTIC SOLUTIONS, LLC	INSTRUCTIONAL SUPPLIES	\$105.60	\$105.60		5/22/17
16-17-246	5/4/17	AKA WATER SERVICE, INC.	BACTI, MANGANESE & NITRATE SAMPLING 4/25/17	\$225.00	\$225.00		5/10/17
16-17-247		STORER TRANSPORTATION	HOME TO SCHOOL SERVICE 4/17	\$7,194.23	\$7,194.23		5/8/17
16-17-248		SCV FOOD SERVICE	MEALS 4/17	\$2,978.12		\$2,978.12	5/8/17
16-17-249	5/8/17	TINYEYE	SPEECH & OCCUPATIONAL THERAPY 4/17	\$642.75	\$642.75		5/19/17
16-17-250		HILLCREST AIR CONDITIONING	REPAIR VENDOR-CAFÉ WALK IN FRIDGE 3/27/17	\$607.50		\$607.50	5/10/17
16-17-251	5/11/17	SANTANA'S PUMPING	DEFERRED MAINTENANCE-REPLACE CISTERN LINER	\$13,380.00		\$13,380.00	5/23/17
16-17-252	5/15/17	DENA KIOUSES	PBIS TRAINING 5/13/17	\$810.00	\$810.00		5/24/17
16-17-253		DAILY JOURNAL CORP.	ADVERTISING - AV PRESS PUBLIC HEARING 6/1/17	\$124.00			
16-17-254	5/16/17	PRENTIS EDWARDS	TECH SERVICE 4/17	\$600.00	\$600.00		5/19/17
16-17-255		SANTANA'S PUMPING	ANNUAL BACKFLOW TESTING & MAINTENANCE REPORT	\$150.00			
16-17-256	5/19/17	ATKINSON, ANDELSON, LOYA,	LEGAL SERVICE DISTRICT 4/17	\$62.50	\$62.50		5/23/17
		RUUD, ROMO					
16-17-257	5/23/17	CHEVRON	GAS-VAN 4/21, 4/27, 5/1, 5/17/17	\$315.43	\$315.43		5/24/17
16-17-258	5/26/17	AMERICAN EXPRESS	LW-INST & OPERATION SUPPLIES, JA-CAFÉ, MAINTENANCE & PROFESSIONAL DEV-PBIS SUPPLIES, COMPUTER REL EXP.	\$694.66	\$611.66	\$83.00	5/30/17
			TOTAL	\$30,036.43	\$12,713.81	\$17,048.62	
			REMAINING UNPAID	\$274.00			



**Business Gold Card**  
 GORMAN SCHOOL DIST  
 LISE WASTAFERRO  
 Closing Date 05/24/17    Next Closing Date 06/23/17



Account Ending XXXXXXXXXX

<b>New Balance</b>	<b>\$694.66</b>
<b>Please Pay By</b>	<b>06/08/17<sup>‡</sup></b>

<sup>‡</sup>Payment is due upon receipt. We suggest you pay by the Please Pay By date.

**Visit**  
[www.membershiprewards.com](http://www.membershiprewards.com)

**Account Summary**

Previous Balance	\$393.52
Payments/Credits	-\$393.52
New Charges	+\$694.66
Fees	+\$0.00
<b>New Balance</b>	<b>\$694.66</b>

Days in Billing Period: 31

See page 2 for important information about your account.

As a valued Card Member we want to make you aware that, if you have a Pay Over Time feature and should variable APRs increase, the Penalty APR on your account will not exceed 29.99%. Your APRs may be increased to the Penalty APR if we do not receive your payment on time or if your payment is returned by your bank.

**Customer Care**

<b>Pay by Computer</b> open.com/psc	
<b>Customer Care</b> 1-800-492-3344	<b>Pay by Phone</b> 1-800-472-9297

See Page 2 for additional information.

↓ Please fold on the perforation below, detach and return with your payment ↓



**Business Gold Card**  
 GORMAN SCHOOL DIST  
 LISE WASTAFERRO  
 Closing Date 05/24/17



Account Ending [REDACTED]

**Payments and Credits**

**Summary**

	Total
Payments	-\$393.52
Credits	\$0.00
<b>Total Payments and Credits</b>	<b>-\$393.52</b>

**Detail** \*Indicates posting date

Payments	Amount
04/28/17* LISE WASTAFERRO PAYMENT RECEIVED - THANK YOU	-\$393.52

**New Charges**

**Summary**

	Total
LISE WASTAFERRO [REDACTED]	\$121.89 ✓
JOHANNIS ANDREWS [REDACTED]	\$572.77 ✓
<b>Total New Charges</b>	<b>\$694.66</b>

**Detail**

**LISE WASTAFERRO**  
 Card Ending [REDACTED]

	Amount
05/04/17 OFFICE DEPOT #5125 000005125 SIGNAL HILL CA <i>Inst sup.</i> \$28.35 ✓ 8004633768 <i>Grad certificates &amp; covers</i> CERTIFICATE, 8.5X11, GLD BRAID CERT CVR NAVY CREST 5/PK	
05/11/17 CLEAN IT SUPPLY 069000072400001 JEFFERSONVILLE PA \$93.54 ✓ 6105395202 <i>operation sup</i> Description Price <i>Case gojo hand soap.</i> INDUSTRIAL SUPPLIES \$93.54	

**JOHANNIS ANDREWS**  
 Card Ending [REDACTED]

	Amount
04/24/17 SMARTNFINAL920409208 92911409208 PALMDALE CA <i>Cafe sup -</i> \$83.00 ✓ 323-8697500 <i>Trap</i> Description Price MERCHANDISE \$83.00	
05/03/17 GILMORE GLOBAL US 8663636673 NC <i>Computer</i> \$235.67 ✓ 8663636673 <i>rel sup -</i> Description <i>lamp for projector</i> ECOMMERCE SERVICES	
05/12/17 SMARTNFINAL920409208 92911409208 PALMDALE CA <i>Proj Dew.</i> \$66.56 ✓ 323-8697500 <i>supplies</i> Description Price MERCHANDISE \$66.56 <i>PBIS Training</i>	
05/13/17 RANCH HOUSE RESTAURANT 650000008573332 LEBEC CA " " \$150.71 ✓ 6612486040 TIP \$20.00	
05/22/17 THE HOME DEPOT LANCASTER CA <i>Maint sup</i> \$36.83 ✓ 800-654-0688 <i>Buckets &amp; garden tiller</i>	

VOUCHER ID	REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD	SEQ CYCLE	STAT
12509			01.0-111000.0-	11100-	10000-	4310-00000000	11/17	28.35					
12509			01.0-00000.0-	00000-	81100-	4370-00000000	11/17	93.54					
12509			13.0-53100.0-	00000-	37000-	4790-00000000	11/17	83.00					
12509			01.0-111000.0-	11100-	10000-	4340-00000000	11/17	235.67					
12509			01.0-00000.0-	11100-	10000-	4310-0000100	11/17	217.27					
12509			01.0-00000.0-	00000-	81000-	4380-00000000	11/17	36.83					
Total								694.66	694.66	23827029	CHK PAYOUT	7520	

*28.35 - Inst supplies*  
*93.54 - operational supplies*  
*83.00 - copier supplies*  
*235.67 - computer related Exp.*  
*217.27 - Inst Dto supplies*  
*36.83 - maintenance supplies*

SoCalGas	12510		01.0-00000.0-	00000-	82000-	5520-00000000	11/17	253.64					
Total								253.64	253.64	23827030	CHK PAYOUT	7520	

*4/25/17 - 5/24/17*

REGISTER TOTAL AMOUNT	Issues :	948.30	Voids :	0.00	Net Disbursed :	948.30
SYSTEM WARRANTS ISSUED	2 From	23827029	To	23827030	Total number of vouchers :	2
MANUAL WARRANTS ISSUED	0 From		To		Number of Vouchers Audited	0
NUMBER OF VOIDS	0					

SYSTEM WARRANTS ISSUED MTD	33	MANUAL WARRANTS ISSUED MTD	0	WARRANTS VOIDED MTD	0
SYSTEM WARRANTS ISSUED YTD	380	MANUAL WARRANTS ISSUED YTD	0	WARRANTS VOIDED YTD	0

Fund Summary	Issues	Voids
01.0	865.30	0.00
13.0	83.00	0.00

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

VOUCHER ID	REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	WARRANT NUMBER	AMT BY WARRANT	PMT PAY MTD CYCLE	SEQ NBR	STAT
12507			01.0-14000.0-000000-36000-4360-00000000				11/17	315.43					
Total													
12508			01.0-00000.0-11100-10000-5800-0000100				11/17	810.00					
Total													

*Gae-Van 4/21, 4/27, 5/1, 5/17/17*  
*23818180*  
*315.43*  
*CHK PAYOUT 7514*

*PBIS Training 5/13/17*  
*23818181*  
*810.00*  
*CHK PAYOUT 7514*

REGISTER TOTAL AMOUNT

Issues :	1,125.43	Voids :	0.00	Net Disbursed :	1,125.43
2 From 23818180	To 23818181	Total number of vouchers :	2	Number of Vouchers Audited	0
0 From	To				
0					

SYSTEM WARRANTS ISSUED	MANUAL WARRANTS ISSUED	NUMBER OF VOIDS	SYSTEM WARRANTS ISSUED MTD	SYSTEM WARRANTS ISSUED YTD	MANUAL WARRANTS ISSUED MTD	MANUAL WARRANTS ISSUED YTD	WARRANTS VOIDED MTD	WARRANTS VOIDED YTD
2	0	0	31	378	0	0	0	0

Fund Summary  
 01.0 1,125.43 0.00

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

PAYEE	VOUCHER ID	REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT CYCLE	SEQ NBR	STAT
ATKINSON, ANDELSON, LOYA, RUUD	12505			01.0-00000.0-000000-71000-5820-00000000				11/17	62.50					
				Total					62.50		23815619	CHK PAYOUT	7512	
LEAF	12506			01.0-00000.0-11100-10000-5610-00000000				11/17	208.02					
	12506			01.0-00000.0-000000-72000-5610-00000000				11/17	69.35					
				Total					277.37		23815620	CHK PAYOUT	7512	
SANTANA'S PUMPING	12499			14.0-00000.0-000000-85000-6250-00000000				11/17	13380.00					
				Total					13380.00		23815621	CHK PAYOUT	7512	

*Legal Service District #117*

*Lease - 2 Canon copiers*

*Dry Mount - Replace liner in cabinet*

REGISTER TOTAL AMOUNT	Issues :	13,719.87	VOIDs :	0.00	Net Disbursed :	13,719.87
SYSTEM WARRANTS ISSUED	3	From 23815619	To 23815621	Total number of vouchers :	3	Number of Vouchers Audited
MANUAL WARRANTS ISSUED	0	From	To			
NUMBER OF VOIDs	0					
SYSTEM WARRANTS ISSUED MTD	29	MANUAL WARRANTS ISSUED MTD	0	WARRANTS VOIDED MTD	0	
SYSTEM WARRANTS ISSUED YTD	376	MANUAL WARRANTS ISSUED YTD	0	WARRANTS VOIDED YTD	0	

Fund Summary	Issues	VOIDs
01.0	339.87	0.00
14.0	13,380.00	0.00

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

VOUCHER REF NO	PO NUMBER	Fund ResPfrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT	
12504		01.0-11000.0-11100-10000-4310-00000000				11/17	105.60	105.60					
Total							105.60	105.60	23813127	CHK PAYOUT	7510		
REGISTER TOTAL AMOUNT							Issues :	105.60			Net Disbursed :	105.60	
SYSTEM WARRANTS ISSUED							1 From 23813127				Total number of vouchers :	1	Number of Vouchers Audited
MANUAL WARRANTS ISSUED							0 From						0
NUMBER OF VOIDS							0						
SYSTEM WARRANTS ISSUED MTD							26						
SYSTEM WARRANTS ISSUED YTD							373						
Fund Summary							Issues	105.60					
							VOIDS	0.00					

*Shel supplies - Grad tassels  
K + 8 reg.*

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

Report Id : LAAP029S1  
 District : 64584  
 Fiscal Year : 2017

GORMAN ELEMENTARY SCHOOL DIST. (Bank Acct: GORM)  
 COMMERCIAL WARRANT REGISTER  
 Voids Date : 2017-05-18 Issue Date : 2017-05-19

Page No : 1  
 Run Date : 2017-05-18  
 Run Time : 19:51.34

VOUCHER ID	REF NO	FO NUMBER	Fund	ResPrj	Goal	Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
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PRENTIS EDWARDS	12503		01.0-00000.0-00000-77000-5840-00000000						11/17	600.00					
								Total		600.00	600.00	23810914	CHK PAYOUT	7508	
TinyEYE	12492		01.0-33100.0-57700-21000-5850-00000000						11/17	642.75					
								Total		642.75	642.75	23810915	CHK PAYOUT	7509	

*Tech Service 4/17*  
*Speech/occupational Service 4/17*

REGISTER TOTAL AMOUNT	Issues :	1,242.75	Voids :	0.00	Net Disbursed :	1,242.75
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SYSTEM WARRANTS ISSUED	2	From 23810914	To 23810915	Total number of vouchers :	2	Number of Vouchers Audited	2
MANUAL WARRANTS ISSUED	0	From	To				
NUMBER OF VOIDS	0						

SYSTEM WARRANTS ISSUED MTD	25	MANUAL WARRANTS ISSUED MTD	0	WARRANTS VOIDED MTD	0
SYSTEM WARRANTS ISSUED YTD	372	MANUAL WARRANTS ISSUED YTD	0	WARRANTS VOIDED YTD	0

Fund Summary	Issues	1,242.75	Voids	0.00
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Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.



Report Id : LAAP02951  
 District : 64584  
 Fiscal Year: 2017

GORMAN ELEMENTARY SCHOOL DIST. (Bank Acct: GORM)  
 COMMERCIAL WARRANT REGISTER  
 Voids Date :2017-05-15 Issue Date :2017-05-16

Page No : 1  
 Run Date : 2017-05-15  
 Run Time : 19:38:22

VOUCHER ID	REF NO	PO NUMBER	Fund ResPrtj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT BY MTD CYCLE	SEQ NBR	STAT
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12501			01.0-00000.0-00000-82000-5510-00000000			11/17	1241.85						
Total													
12502			01.0-65000.0-57700-11900-5800-00000000			11/17	3400.00						
Total													

*4/7/17 - 5/9/17*

*Sp Ed Service 4/17 (out of home)*

REGISTER TOTAL AMOUNT Issues : 4,641.85 Voids : 0.00 Net Disbursed : 4,641.85

SYSTEM WARRANTS ISSUED 2 From 23802862 To 23802863 Total number of vouchers : 2 Number of Vouchers Audited 0

MANUAL WARRANTS ISSUED 0 From 0 To 0

NUMBER OF VOIDS 0

SYSTEM WARRANTS ISSUED MTD 23 MANUAL WARRANTS ISSUED MTD 0 WARRANTS VOIDED MTD 0

SYSTEM WARRANTS ISSUED YTD 370 MANUAL WARRANTS ISSUED YTD 0 WARRANTS VOIDED YTD 0

Fund Summary Issues 4,641.85 Voids 0.00

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

VOUCHER REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
	12500	01.0-00000.0-00000-82000-5560-0000000				11/17	194.98					
MOUNTAINSIDE DISPOSAL, INC.							194.98					
REGISTER TOTAL AMOUNT							194.98	4/17	23800617	194.98	CHK PAYOUT	7500
Issues :							194.98					
1 From 23800617												
0 From												
0												
NUMBER OF VOIDS												
SYSTEM WARRANTS ISSUED												
MANUAL WARRANTS ISSUED												
NUMBER OF VOIDS												
SYSTEM WARRANTS ISSUED MTD												
SYSTEM WARRANTS ISSUED YTD												
Fund Summary												
Issues							194.98					
01.0												
Voids							0.00					
Total number of vouchers :							1					
Number of Vouchers Audited							0					
Net Disbursed :							194.98					

Fund amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

VOUCHER ID	REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	WARRANT NUMBER	AMT BY WARRANT	PMT PAY MTD CYCLE	SEQ NBR	STAT
12495			01.0-00000.0-00000-82000-5910-00000000			11/17	64.15						
Total 64.15													
12496			76.0-00000.0-00000-00000-9517-00000000			11/17	337.20						
Total 337.20													
12497			76.0-00000.0-00000-00000-9517-00000000			11/17	60.00						
Total 60.00													
01.0-00000.0-00000-27000-3611-00000000 11/17 139.45 01.0-00000.0-00000-71000-3611-00000000 11/17 139.45 01.0-00000.0-11100-10000-3611-00000000 11/17 408.14 01.0-14000.0-11100-10000-3611-00000000 11/17 163.26 01.0-65000.0-57700-11200-3611-00000000 11/17 68.02 01.0-00000.0-00000-72000-3612-00000000 11/17 95.23 01.0-00000.0-00000-81000-3612-00000000 11/17 54.42 01.0-00000.0-11100-10000-3612-00000000 11/17 136.05 01.0-14000.0-00000-36000-3612-00000000 11/17 68.02 01.0-65000.0-57700-11200-3612-00000000 11/17 38.10 13.0-53100.0-00000-37000-3612-00000000 11/17 50.34													
Total 1360.46													

4/6/17-5/5/17  
 64.15 ✓ 23797779 CHK PAYOUT 7498  
 Teachers National Member Dues 4/17  
 337.20 ✓ 23797780 CHK PAYOUT 7498 4/17  
 Teachers local member Dues  
 60.00 ✓ 23797781 CHK PAYOUT 7498 4/17

*Workers comp  
 additional contribution*

REGISTER TOTAL AMOUNT	Issues :	1,821.83	Voids :	0.00	Net Disbursed :	1,821.83	
SYSTEM WARRANTS ISSUED	4	From 23797779	To 23797782	Total number of vouchers :	4	Number of Vouchers Audited	0
MANUAL WARRANTS ISSUED	0	From	To				
NUMBER OF VOIDS	0						
SYSTEM WARRANTS ISSUED MTD	20			MANUAL WARRANTS ISSUED MTD	0	WARRANTS VOIDED MTD	0
SYSTEM WARRANTS ISSUED YTD	367			MANUAL WARRANTS ISSUED YTD	0	WARRANTS VOIDED YTD	0

Fund Summary	Issues	Voids
01.0	1,374.29	0.00
13.0	50.34	0.00
76.0	397.20	0.00

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

VOUCHER ID	REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
12493			76.0-00000.0-00000-00000-9517-00000000				11/17	337.20					
12493			76.0-00000.0-00000-00000-9517-00000000				11/17	337.20					
			Total					674.40	674.40	23795018	CHK PAYOUT	7496	

*Teachers national member dues 2/17, 3/17*

12494			76.0-00000.0-00000-00000-9517-00000000				11/17	60.00					
12494			76.0-00000.0-00000-00000-9517-00000000				11/17	60.00					
			Total					120.00	120.00	23795019	CHK PAYOUT	7496	

*Teacher local member dues 2/17, 3/17*

REGISTER TOTAL AMOUNT Issues : 794.40 Voids : 0.00 Net Disbursed : 794.40

SYSTEM WARRANTS ISSUED	2 From	To	Total number of vouchers :	0
MANUAL WARRANTS ISSUED	0	From	2	Number of Vouchers Audited
NUMBER OF VOIDS	0	To		

SYSTEM WARRANTS ISSUED MTD	16	MANUAL WARRANTS ISSUED MTD	0	WARRANTS VOIDED MTD	0
SYSTEM WARRANTS ISSUED YTD	363	MANUAL WARRANTS ISSUED YTD	0	WARRANTS VOIDED YTD	0

Fund Summary Issues 794.40 Voids 0.00

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

VOUCHER ID	REF NO	PO NUMBER	Fund ResPtj	Goal Func Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
12488			01.0-00000.0-00000-82000-5530-0000000			11/17	225.00	225.00	23791572	CHK PAYOUT	7494	
Total							225.00	225.00				
12489			01.0-00000.0-11100-10000-3411-0000000			11/17	101.08	101.08				
12489			01.0-14000.0-11100-10000-3411-0000000			11/17	60.31	60.31				
12489			01.0-00000.0-11100-10000-3412-0000000			11/17	63.78	63.78				
12489			01.0-14000.0-00000-36000-3412-0000000			11/17	21.26	21.26				
12489			13.0-53100.0-00000-37000-3412-0000000			11/17	30.16	30.16				
12489			01.0-00000.0-00000-72000-3412-0000000			11/17	24.73	24.73				
12489			01.0-00000.0-11100-10000-3412-0000000			11/17	30.15	30.15				
12489			01.0-00000.0-00000-71100-3412-0000000			11/17	60.31	60.31				
12489			01.0-00000.0-00000-27000-3411-0000000			11/17	12.37	12.37				
12489			01.0-00000.0-00000-71500-3411-0000000			11/17	12.36	12.36				
Total							416.51	416.51	23791573	CHK PAYOUT	7494	

*Bacti Manganesse Nitrate*  
*Sampling 4/25/17*

*6/17*

VOUCHER ID	REF NO	PO NUMBER	Fund ResPtj	Goal Func Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
12490			13.0-53100.0-00000-37000-5630-0000000			11/17	607.50	607.50	607.50	23791574	CHK PAYOUT	7494
Total							607.50	607.50				

*Rip Vendor - CAFE 3/27/17*  
*Fridge*

*6/17*

VOUCHER ID	REF NO	PO NUMBER	Fund ResPtj	Goal Func Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
12491			01.0-00000.0-11100-10000-3411-0000000			11/17	1436.00	1436.00				
12491			01.0-14000.0-11100-10000-3411-0000000			11/17	648.00	648.00				
12491			01.0-00000.0-11100-10000-3412-0000000			11/17	1661.60	1661.60				
12491			01.0-14000.0-00000-36000-3412-0000000			11/17	736.40	736.40				
12491			13.0-53100.0-00000-37000-3412-0000000			11/17	654.50	654.50				
12491			01.0-00000.0-00000-72000-3412-0000000			11/17	848.90	848.90				
12491			01.0-00000.0-00000-72000-3412-0000000			11/17	654.50	654.50				
12491			76.0-00000.0-00000-00000-9517-0000000			11/17	860.00	860.00				
12491			01.0-00000.0-00000-27000-3411-0000000			11/17	334.50	334.50				
12491			01.0-00000.0-00000-71500-3411-0000000			11/17	334.50	334.50				
Total							8098.00	8098.00	23791575	CHK PAYOUT	7494	

REGISTER TOTAL AMOUNT	Issues :	9,347.01	Voids :	0.00	Net Disbursed :	9,347.01	
SYSTEM WARRANTS ISSUED	4	From 23791572	To 23791575	Total number of vouchers :	4	Number of Vouchers Audited	0
MANUAL WARRANTS ISSUED	0	From	To				
NUMBER OF VOIDS	0						
SYSTEM WARRANTS ISSUED MTD	14	MANUAL WARRANTS ISSUED MTD	0	WARRANTS VOIDED MTD	0		
SYSTEM WARRANTS ISSUED YTD	361	MANUAL WARRANTS ISSUED YTD	0	WARRANTS VOIDED YTD	0		

Fund Summary Issues Voids

64584 GORMAN ELEMENTARY SCHOOL DIST. PAGE 1

VOID\* Indicates Warrants were issued and Cancelled the same day.

\*Total Amount by Account do not include discounts earned or lost, use tax or freight.

VOUCHER ID	REF NO	PO NUMBER	Fund	ResPrj	Goal	Func	Obj	Sch/Loc	Per/EY	AMT BY ACCOUNT	WARRANT NUMBER	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD	CYCLE NBR	SEQ	STAT
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SANTA CLARITA VALLEY FOOD SERV	12486		13.0	0-53100.0	0-00000	37000	4710	00000000	11/17	2978.12	23781684	2978.12	23781684	7490			
										<i>meals 4/17</i>							
										<i>Home to School Service 4/17</i>							
STORER TRANSPORTATION	12487		01.0	0-00000.0	0-00000	36000	5812	00000000	11/17	7194.23	23781685	7194.23	23781685	7490			
										<i>meals 4/17</i>							
										<i>Home to School Service 4/17</i>							

REGISTER TOTAL AMOUNT	Issues :	10,172.35	Voids :	0.00	Net Disbursed :	10,172.35
SYSTEM WARRANTS ISSUED	2	From 23781684	To 23781685	Total number of vouchers :	2	Number of Vouchers Audited
MANUAL WARRANTS ISSUED	0	From	To			
NUMBER OF VOIDS	0					

SYSTEM WARRANTS ISSUED MTD	10	MANUAL WARRANTS ISSUED MTD	0	WARRANTS VOIDED MTD	0
SYSTEM WARRANTS ISSUED YTD	357	MANUAL WARRANTS ISSUED YTD	0	WARRANTS VOIDED YTD	0
Fund Summary					
01.0	7,194.23	Voids	0.00		
13.0	2,978.12		0.00		

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

Report Id : LAAP029S1  
 District : 64584  
 Fiscal Year: 2017

GORMAN ELEMENTARY SCHOOL DIST. (Bank Acct: GORM)  
 COMMERCIAL WARRANT REGISTER  
 Voids Date :2017-05-03 Issue Date :2017-05-04

Page No : 1  
 Run Date : 2017-05-03  
 Run Time : 19.41.34

PAYEE VOUCHER REF NO PO NUMBER Fund ResPrj Goal Func Obj Sch/Loc Per/FY AMT BY ACCOUNT AMT BY WARRANT NUMBER PMT PAY SEQ STAT

FOUNDATION FOR EDUCATIONAL ADM 12485 01.0-62640.0-111100-10000-5809-00000000 11/1: 2000.00 2000.00 2000.00 23774758 2000.00 23774758 2000.00 7486

*ACSA Leadership Coaching for MK  
 Final payment  
 2000.00*

REGISTER TOTAL AMOUNT Issues : 2,000.00 Voids : 0.00 Net Disbursed : 2,000.00

SYSTEM WARRANTS ISSUED 1 From 23774758 To 23774758 Total number of vouchers : 1 Number of Vouchers Audited 0  
 MANUAL WARRANTS ISSUED 0 From 0 To 0  
 NUMBER OF VOIDS 0

SYSTEM WARRANTS ISSUED MTD 1 MANUAL WARRANTS ISSUED MTD 0 WARRANTS VOIDED MTD 0  
 SYSTEM WARRANTS ISSUED YTD 105 MANUAL WARRANTS ISSUED YTD 0 WARRANTS VOIDED YTD 0

Fund Summary Issues 2,000.00 Voids 0.00

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

VOUCHER REF NO	FO NUMBER	Fund ResPrj	Goal Func Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEO NBR	STAT
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CECELIA J. CUMMINGS, CPA  
 12478  
 12478  
 12478

*Business Manager Service*  
 12/16, 1/17, 2/17

01.0-00000.0-00000-72000-5850-0000000	10/17	7215.00									
01.0-65000.0-57700-21000-5850-0000001	10/17	2775.00									
01.0-65000.0-57700-21000-5850-0000000	10/17	1110.00									
<b>Total</b>		<b>11100.00</b>				<b>11100.00</b>		<b>23771649</b>	<b>CHK PAYOUT</b>	<b>7484</b>	

REGISTER TOTAL AMOUNT	Issues :	11,100.00	Voids :	0.00	Net Disbursed :	11,100.00
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SYSTEM WARRANTS ISSUED	1 From 23771649	To 23771649	Total number of vouchers :	1	Number of Vouchers Audited	1
------------------------	-----------------	-------------	----------------------------	---	----------------------------	---

MANUAL WARRANTS ISSUED	0 From	0 To	MANUAL WARRANTS ISSUED MTD	0	WARRANTS VOIDED MTD	0
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NUMBER OF VOIDS	0	0	MANUAL WARRANTS ISSUED YTD	0	WARRANTS VOIDED YTD	0
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SYSTEM WARRANTS ISSUED MTD	354	354	MANUAL WARRANTS ISSUED YTD	0	WARRANTS VOIDED YTD	0
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Fund Summary	Issues	11,100.00	Voids	0.00
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Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.



VOUCHER ID	REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
12481			01.0-00000.0-00000-81100-4370-0000000				11/17	70.95					
12481			01.0-00000.0-00000-81000-4360-0000000				11/17	18.19					
			<b>Total</b>					89.14	89.14	23769138			7482
12482			01.0-00000.0-00000-71100-3412-0000000				11/17	500.00					
			<b>Total</b>					500.00	500.00	23769139			7482
12483			01.0-00000.0-00000-82000-5530-0000000				11/17	57.50					
			<b>Total</b>					57.50	57.50	23769140			7482
12484			01.0-00000.0-00000-71100-3412-0000000				11/17	500.00					
			<b>Total</b>					500.00	500.00	23769141			7482

ACE HARDWARE  
 JULIE RALPHS  
 READY REFRESH BY NESTLE  
 STEVE SONLER

*operation supplies*  
*maintenance-oil*  
*Health stipend 5/17*  
*Service 3/23/17-4/22/17*  
*Health stipend 5/17*

REGISTER TOTAL AMOUNT	Issues :	1,146.64	Voids :	0.00	Total number of vouchers :	4	Number of Vouchers Audited	0
SYSTEM WARRANTS ISSUED	4	From 23769138	To 23769141					
MANUAL WARRANTS ISSUED	0	From	To					
NUMBER OF VOIDS	0							
SYSTEM WARRANTS ISSUED MTD	6	MANUAL WARRANTS ISSUED MTD		0				0
SYSTEM WARRANTS ISSUED YTD	353	MANUAL WARRANTS ISSUED YTD		0				0
Fund Summary	Issues	1,146.64	Voids	0.00				

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 in case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

64584 GORMAN ELEMENTARY SCHOOL DIST. PAGE 1  
 VOID\* Indicates Warrants were issued and Cancelled the same day.  
 \*Total Amount by Account do not include discounts earned or lost, use tax or freight.

GORMAN ELEMENTARY SCHOOL DIST. (Bank Acct: GORM)  
 COMMERCIAL WARRANT REGISTER  
 Voids Date : 2017-04-28 Issue Date : 2017-05-01

VOUCHER ID	REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT
12479			01.0-00000.0-00000-82000-5565-0000000			10/17	647.00						
Total													
12480			01.0-00000.0-00000-82000-5520-0000000			10/17	647.00						
Total													

*Sewer Service 4/17*  
 647.00 ✓ 23757217 CHK PAYOUT 7480  
 326.35 ✓ 3/27/17-4/25/17  
 326.35 ✓ 23757218 CHK PAYOUT 7480

REGISTER TOTAL AMOUNT	Issues :	Voids :	Net Disbursed :
973.35		0.00	973.35
Total number of vouchers : 2			
Number of Vouchers Audited : 0			

SYSTEM WARRANTS ISSUED	From	To	MANUAL WARRANTS ISSUED MTD	WARRANTS VOIDED MTD
0	23757217	23757218	0	0
0	From	To	MANUAL WARRANTS ISSUED YTD	WARRANTS VOIDED YTD
0			0	0

Fund Summary	Issues	Voids
01.0	973.35	0.00

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.  
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

Steve Sonder, President  
Julie Ralphs, Clerk  
Patricia Edwards, Member

**GORMAN JOINT SCHOOL DISTRICT**

Johannis Andrews II  
Superintendent/Principal

49847 Gorman School Road  
P.O. Box 104  
Gorman, CA 93243  
(661) 248-6441 - FAX (661) 248-0604

**RESOLUTION #18-16-17  
TEACHER OF THE YEAR  
LORI MICHI KNIGHT**

**WHEREAS**, Lori Michi Knight, who has taught for twenty two years in California and the last four years at Gorman Elementary School, is being honored for Teacher of the Year by the Gorman Joint School District, and she is therefore deserving of special public honors and the heartiest congratulations: and

**WHEREAS**, Lori Michi Knight as a Transitional Kindergarten, Kindergarten, and First grade teacher has unselfishly and tirelessly dedicated herself to the betterment of students in California's public schools and the teaching profession demonstrating strong growth, being a creative teacher and always interested in honing her skills as a lifelong learner; and

**WHEREAS**, Lori Michi Knight has brought credit and distinction to herself through her leadership at Gorman, serving as Assistant Principal, completing her Administrative Credential in January 2018, serving as Science Fair Coordinator, coordinating the schoolwide science fair, coordinated Camp Keep for fifth and sixth grade students, trained teachers in New Generation Science Standards, volunteered at Los Angeles County Science Fair allowing students from Gorman to compete at the County level; and

**WHEREAS**, Lori Michi Knight has been involved in numerous in-services, staff developments leading the Gorman staff in the implementation and training of PBIS, promoting school culture through the Sunshine Club, served on and volunteers with Gorman PTSO, served on the Pinon Pines HOA Board, member of Mountain Communities Chamber of Commerce, writes Michi's Magic Bookshelf for the New Mountain Pioneer, and hosting the storytime/craft at the local library; and

**WHEREAS**, Lori Michi Knight is one of our district's most highly regarded education leaders, and her contributions will play an important part in Gorman's progress in the years ahead; and

**NOW, THEREFORE, BE IT RESOLVED** that, Lori Michi Knight is to be commended on the numerous contributions that she has made in providing a high quality education to the students at Gorman Elementary School during the past four years and is to be congratulated on achieving the Teacher of the Year honor.

**PASSED AND ADOPTED** by the Board of Trustees of the Gorman Joint School District this 13<sup>th</sup> day of June, 2017.

---

Steve Sonder, President

Steve Sonder, President  
Julie Ralphs, Clerk  
Patricia Edwards, Member

**GORMAN JOINT SCHOOL DISTRICT**

Johannis Andrews II  
Superintendent/Principal

49847 Gorman School Road  
P.O. Box 104  
Gorman, CA 93243  
(661) 248-6441 - FAX (661) 248-0604

**RESOLUTION #19-16-17**

**APPROVAL OF FINDINGS FOR PROP 39, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE GORMAN JOINT SCHOOL DISTRICT "DISTRICT" and IES 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 Proposition 39 projects, and has selected IES based on their qualifications and references as to be "Best Value"; and

**WHEREAS**, the district approved an agreement to enter into negotiations with Indoor Environmental Services ("IES") and its associated entities which proposes a Prop 39 Conservation project to 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 cost to 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

**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 in energy consumption; and

**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 13th day of June, 2017.

\_\_\_\_\_  
Secretary to the Governing Board

**PROPOSAL/AGREEMENT TO PROVIDE  
Prop 39 District Energy Manager and Reporting Services**

**For**

**Gorman Joint School District**  
49847 Gorman School Rd, Gorman, CA 93243

Johannis Andrews  
Superintendent

**Prepared by:**

Indoor Environmental Services  
1512 Silica Avenue  
Sacramento, CA 95815  
(916) 988-8808

## **PURPOSE OF AGREEMENT**

Indoor Environmental Services (“IES”) is pleased to offer our assistance to Gorman Joint School District (“District”). IES will assist the District with an IES Energy Manager to work with District personnel to aide in the energy reporting requirements for the District.

## **CONTRACT DELIVERY METHOD FOR PROJECT IMPLEMENTATION**

IES will utilize Prop 39 funding, if applicable, per the mandated requirements.

## **PROPOSITION 39 ENERGY MANAGER AND TRAINING SERVICES:**

### ***ENERGY MANAGMENT***

*Responsibility is to improve energy efficiency by evaluating the school’s energy use and implementing energy policies, strategies, programs, and energy measures.*

- Semiannual site inspections to identify saving opportunities and efficiency issues that may arise.
- Semiannual utility bill analysis and submission of utility and site information to Energy Star for potential certification.
- Semiannual energy monitoring review and discussion with District personnel to evaluate performance, implement policies, and make further improvements.

## **PROP 39 ENERGY REPORTING SERVICES**

Complete documentation and reporting to the California Energy Commission (CEC) to meet Proposition 39 project annual progress and final reporting requirements below. IES will use available methods developed by the CEC including program calculators and reporting forms for project energy savings.

## **ANNUAL PROGRESS REPORT**

Submitted annually for all current or open projects:

- Amount spent to-date on energy manager and training services
- Amount spent to-date on all and each energy efficiency measure (EEM) on a per-site bases
- Estimated start and end date and written summary narrative of project status.
- DIR Project ID for all contractors on project (if applicable)

## **FINAL REPORT**

Submitted 12-15 months after project completion:

### **Information per LEA or District:**

- Amount spent to-date on energy manager and training services
- Supporting documents of project completion
  - Updated savings calculation or post-project energy saving report
  - Pictures of installed measures

**Information per site:**

- Project start and end date and written summary narrative of project status.
- Benchmarking:
  - All utility data usage and charges including on-site generation information
  - Updated Square footage of all sites
- Energy Efficiency Measure information:
  - Energy and cost saving information
  - Amount spent on each energy EEMs on a per-site bases
- LEA spent on apprenticeship positions
- DIR Project ID for all contractors on project (if applicable)

Per Code Guidelines and Regulations, IES will complete the Services as listed. IES will not perform additional services without prior District authorization.

**SCOPE ASSUMPTIONS AND CLARIFICATIONS**

- This Scope of Work is based on the assumption that unfettered access to any work areas and school sites will be provided to IES.
- Full access to online CEC and utility accounts including approval to obtain utility billing information.
- Coordination with appropriate staff for updates and information gathering as necessary.
- Additional tasks as requested by the District above and beyond this scope will be billable.
- IES will not perform additional services without prior authorization.

**SCOPE EXCLUSION**

The following exclusions have not been estimated in the above Scope of Work:

- Warranty, repair and/or upgrades to the existing control and mechanical or electrical systems and system components installed at District sites.
- Any and all system defects as a result of pre-existing condition.
- Overtime labor.
- Any and all other items not specified in this scope.

**Services TERM Summary:**

Services will be implemented for a term of 3 years:

Total Proposition 39 Energy Manager	
Energy Planning Activities	Funding
Energy Manager	\$ 15,867

Annual invoicing for services identified:

\$5,289

First invoice will be submitted to the District upon signed agreement. All subsequent invoices will be submitted annual thereafter.

**This agreement is between the District and Indoor Environmental Services.**

\_\_\_\_\_  
Johannis Andrews  
Superintendent

\_\_\_\_\_  
Stan Butts  
Vice President  
IES

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



#### **TERMS OF SERVICE - INDOOR ENVIRONMENTAL SERVICES GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between Femand, Inc., a California corporation, dba Indoor Environmental Services ("IES") and the customer identified in the Contract (the "Customer"). Each of IES and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." IES has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".

1. **Performance of Services.** IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.
2. **Disclaimer of All Warranties.** IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that IES will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.
3. **Limitation on Liability.** In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.
4. **Insurance.** Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.
5. **Change Orders.** The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES's right to receive payment for additional or different Work performed at Customer's request.
6. **Payment Terms; Penalties for Late Payment.** Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one-half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.
7. **Work Stoppage.** IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES's performance is stopped for a period of thirty (30) days or more for any reason other than IES's breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for:  
(i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including IES's normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.
8. **Remedies in Event of Default by Customer.** If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES's option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.

9. *Environmental Conditions.* The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance IES brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to IES that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to IES in advance of the performance of the Work. In the event IES encounters on the Job Site any Hazardous Substance in the course of performing the Work, IES may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and IES shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to IES's sole satisfaction. IES will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of IES, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, IES may terminate the Contract and IES shall be entitled to those damages set forth in Section 7 hereof. IES shall not be required to perform any work relating to Hazardous Substances unless IES consents to do such work and IES is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. *Indemnification and Waiver.* Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. *Arbitration of Disputes.* In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. *Miscellaneous.* The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.

**PROPOSITION 39**  
**FACILITY SOLUTIONS AGREEMENT**

by and between

**GORMAN JOINT SCHOOL DISTRICT**  
**49847 Gorman School Road,**  
**Gorman, CA 93243**

and

Famand, Inc  
(dba Indoor Environmental Services)

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**EXHIBITS**

Exhibit A	Definitions
Exhibit B	Certifications
Exhibit B-1	Fingerprinting / Criminal Background Investigation Certification
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## FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT (“Agreement”), dated as of June 13th, 2017 (“Effective Date”), is by and between Gorman Joint School District, a school district organized and existing under the laws of the State of California (“District”) and Famand, Inc. (dba Indoor Environmental Services), 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 technologies (“System”);

WHEREAS, Proposition 39 (California Clean Jobs Act) and Senate Bill 73 authorizes District to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon review and approval by the California Department of Education and California Energy Commission;

WHEREAS, District has assigned specific areas on school properties (each one, a “Site”) on which the solar and/or 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 desires to provide such upgrades, design, supply and installation services, all in accordance with the terms and conditions set forth in this Agreement and this Agreement is contingent on the CEC Proposition 39 submission approval;

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)

### 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 generation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- (b) Operations and maintenance are not a part of this Agreement. District shall enter into a separate contract for operations and maintenance to be executed concurrently with this Agreement.
- (c) Project will be executed by individual Work Orders, detailed in Exhibit C ("Work").
- (d) 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 **\$88,187** ("Contract Price"), including the following amounts detailed in Exhibit C ("Work Order Prices"):
  - (i) Work Order 1 with a total fixed price of **\$52,912**
  - (ii) Work Order 2 with a total fixed price of **\$35,275**
  - (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.

### 3.9. 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) Contractor acknowledges that District shall retain all rights and interests to the performance based incentive payments made under the California Solar Initiative.
- (b) 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.
- (c) 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.
- (d) 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 Funding 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 Funding Date payment and receipt of Site title reports and as-built drawings from the District.
- (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) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;
  - (iii) 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, permission to operate by local utility, Performance Test, and final lien waivers; and
  - (iv) 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 ninety (90) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Funding 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 and the actual loss of revenue that the Agreement produces for Contractor.
- (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) District's total liability arising out of or related to this Agreement exceed one-hundred percent (100%) of the Contract Price, minus the aggregate amount of any payments or penalties paid by District under this Agreement, and (ii) Contractor's total liability arising out of or related to this Agreement exceed one-hundred percent (100%) of the aggregate amount of any payments to Contractor by District minus any penalties paid by Contractor under this Agreement.

8. MISCELLANEOUS

8.1. Representatives.

- (a) District Representative. District designates, and Contractor agrees to accept, Mr. Johannis Andrews II, 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 Kern 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: Gorman Joint School District  
Attention: Mr. Johannis Andrews II, Superintendent  
Address: 49847 Gorman School Road  
Gorman, CA 93243  
Phone: (661) 248-6441  
Facsimile: (661) 248-0604  
Email: [jandrews@lws.lacoe.edu](mailto:jandrews@lws.lacoe.edu)

With a copy to:

Name:  
Attention:  
Address:

**Contractor:**

Name: Indoor Environmental Services  
Attention: Stan Butts, Vice President  
Address: 1512 Silica Avenue  
Sacramento, CA 95815  
Phone: (916) 888-8808  
Facsimile: (916) 348-3020  
E-mail: [sbutts@ies-hvac.com](mailto:sbutts@ies-hvac.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.

**GORMAN JOINT SCHOOL DISTRICT**  
a school district organized and existing under the  
laws of the State of California

By: \_\_\_\_\_  
Name: Mr. Johannis Andrews II  
Title: Superintendent

**Famand, Inc.,**  
A California corporation, (dba) Indoor  
Environmental Services

By: \_\_\_\_\_  
Name: Stan Butts  
Title: Vice 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 forgoing, "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.

"Funding Date" shall mean the date that District has received monetary funds necessary to fulfill its obligations under 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.

"Performance Tests" means, the tests of the System, as more particularly described in Exhibit C.

"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”.

“Rock” is defined as limestone, sandstone, granite or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as “Rock”.

“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  
ECM Installations**

## **EXHIBIT C**

### **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:

- Lighting Equipment Procurement Scope of Work
- Work Order Milestones
- Fixed Price Amount
- Progress Payment Schedule
- Performance and Payment Bonds

## **LIGHTING 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 Lighting Systems required for the System under this Work Order.

#### **Shipping and Transportation**

The Contractor shall make all necessary arrangements with each manufacturer or distributor for the proper packaging and shipment of all equipment to the District Facility or Contractor warehouse. All 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 all applicable documentation regarding shipping, handling, factory testing, storage, installation, and maintenance for all equipment ordered. Upon receipt, this information shall be stored and/or transmitted to the District as appropriate.

### **WORK ORDER MILESTONES**

<b>Estimated Work Order Milestone Schedule</b>	
<b>Milestone</b>	<b>Milestone Date</b>
Funding Date	6/13/2017
Major Equipment Ordering	Funding Date + 2 Weeks

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

### **FIXED PRICE AMOUNT**

The fixed price for this Work Order ("Work Order Price") is **\$52,912**



**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.

<b>Progress Payments Schedule</b>	
<b>Payment Milestone</b>	<b>% of Total Task Order Price</b>
Funding 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 SCOPE OF WORK

##### PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	Lighting Scope of Work
<u>Section 3</u>	Proposed Project Installation Timeline & Coordination
<u>Section 4</u>	Work Order Milestones
<u>Section 5</u>	Fixed Price Amount
<u>Section 6</u>	Progress Payment Schedule
<u>Section 7</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 July 2015 through June 2016. The Baseline data takes into consideration the quantity of facilities and size; 2015/2016 building operational schedules; 2015/2016 School Calendar and 2015/2016 individual school Bell Schedules; 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, all this data have 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. It should be also noted, that the weather within last two years was unusually mild and, as a result, heating and cooling energy costs were lower than normal.

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 effected by unrelated building modifications.

Additionally, selected energy savings calculations have been performed with the help of the on-line Energy Saving Calculators developed by California Energy Commission (CEC). These on-line calculators are offered by CEC as a part of CA Clean Energy Jobs Act (Proposition 39). CONTRACTOR has no control over engineering methodologies utilized by CEC in on-line Energy Saving Calculators.

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 all energy bills, energy usage data, and any and all other such documentation related to changes to energy usage as outlined above.

## 2.0 GENERAL LIGHTING SCOPE OF WORK

Energy savings are realized due to the fact that the total input watts of the lighting fixtures will be reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

$$\text{Annual Saving, \$} = \frac{(\text{Existing Watts} - \text{New Watts})}{1000} \times \text{Hours/Year} \times \text{Utility Rate} \times N$$

Where,

- Existing Watts* – Wattage rating for the existing (Baseline) light fixture
- New Watts* – New wattage rating for the existing light fixture
- Hours/Year* – Annual number of “burn-hours” (run hours for different areas as reported to CEC)
- Utility Rate* – Actual weighted composite utility rate, \$/kWh
- N* – Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (1) site has a mixture of lighting technologies. Past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps. All areas not inclusive of these projects are still using older style inefficient magnetic ballasts and T12 fluorescent lamps.

This project will provide a significant energy reduction while greatly improving the overall quality and quantity of light. All magnetic ballasts and T12 lamps will be replaced with High Efficiency low wattage electronic ballasts coupled with High CRI T8 extended performance fluorescent lamps. Optical imaging reflectors will be installed where applicable to maximize overall fixture efficiency. All fixtures presently powered by electronic ballasts will be retrofitted with 4<sup>th</sup> generation electronic ballasts and High CRI extended performance T8 fluorescent lamps. In addition to the linear fluorescent fixture retrofits all incandescent lamps will be replaced with L.E.D. lamps or fixtures.

All discolored or broken lighting diffusers encountered during this project will be replaced as part of this project.

All incandescent or CFL exit signs included in this project will be retrofitted with new L.E.D. exit sign kits as applicable.

All exterior lighting included in this project will be replaced with new L.E.D. fixtures or lamps as applicable.

All expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any found lighting ballast containing PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the CUSTOMER, the intent of lighting retrofit Work is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options. The presented retrofits will not affect the usability of the buildings or facilities and therefore are not alterations, additions, new construction or modification of the existing systems. As a result, the scope of work is considered maintenance replacement of the existing outdated lighting system components with like-kind components of higher efficiency and longer useful life. Maintenance related items are not considered lighting alterations and are exempted from the code and Title 24 provisions. Due to the possibility of dissimilar interpretations of regulations, additional cost-incurring system upgrades may be requested. Upon the CUSTOMER requesting changes based on interpretations, the CONTACTOR will provide a written change order to the CUSTOMER for review and approval.

Below is the Itemized Scope of work below for specific retrofit strategies and fixture totals for each site:

**Gorman Elementary School, P.O. Box 104, Gorman, CA 93243**

ITEMIZED SCOPE OF WORK		
Existing	Proposed	QTY
4L F34T12 W/ MB	4L F028/850XP/XL/SS (1) QHE4X32UNV/ISL	34
4L F34T12 W/ MB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISH W/KIT	59
3L F34T12 W/ MB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS	12
2L F34T12 W/ MB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISL	13
3L F32T8/32W W/ EB	3L F028/850XP/XL/SS (1) QHE3X32UNV/ISL	11
3L F32T8/32W W/ EB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS	3
2L F32T8/32W W/ EB	2L F028/850XP/XL/SS (1) QHE2X32UNV/ISL	8
70W HID WALL PACK	DECO 410 15W LED WALL PACK	13
MERC. VAPOR, (1) 175W	DBARN-LED-50-NW-UNV	1
EXIT INCAN, (2) 20W LAMP	NEW LED EXIT WITH BBU	3
NEW LENS	WRAP LENS	10
NEW LENS	2X4 PRISMATIC LENS	10
13W CF SCREW IN/ 60W INC	1L LED9A19/DIM	40
60W INC.	1L LED13A19/DIM	2
26W CFL	11W LED PLUG IN	2
INCAN, (1) 75WPAR38 RECESSED CAN	1L LED16PAR38/DIM/827/FL40	8
2L F96T12	NEW 8FT F28T8 WRAP	18

**2.1 Lighting System Terms and Definitions**

- 2L FO28T8/850/XP/SS/ECO
  - 2 Lamp, Fluorescent Octron, lamp wattage, 8/8” diameter Lamp, 85 CRI (Color Rendering Index), 5000 Kelvin (Color), Extended Performance, Super Saver (4<sup>th</sup> generation), Ecologic
- QHE2X32T8UNIVISL
  - Quicktronic High Efficiency electronic ballast, number of lamps by lamp wattage, 8/8” diameter Lamp, Universal( 120 - 277 watt), Instant Start  
Low output
- RTK            Reflector model
- PRS            Prismatic Lense
- PF             Precision Fluorescent (Brand Name)
- INC            Standard Incandescent style lamp
- LED            Light Emitting Diode technology
- EB             Electronic Ballast
- ESB            Energy Saving Ballast

- ESL            Energy Saving Lamp (Fluorescent)
- T-12           Inefficient 12/8" (1.5") diameter lamp
- RFL           Powder Coated Reflector installed into Fixture to improve Efficiency
- SB             Standard Magnetic Ballast
- CF             Compact Fluorescent Lamp
- NEW           Means a "new" fixture is to be installed, and not retrofitted
- Flood         A type of exterior lighting fixture possessing directional capabilities.

## **2.2    Lighting Scope of Work Exclusions**

The impact of the following exclusions has not been estimated in the above Scope of Work:

- Repair of any preexisting electrical distribution problems.
- Repair or replacement of any existing lighting controls.
- New acoustical ceiling tiles for the existing T-bar grid unless broken by the CONTRACTOR.
- Any items not specified in this scope of work

## **3.0    PROPOSED PROJECT INSTALLATION TIME LINE & COORDINATION**

This project will require extensive scheduling and coordination to insure the efficient implementation of the Work shown herein. CONTRACTOR will provide retrofit services in Phases. Each construction Phase will include a complete HVAC and/or Lighting 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 Spring/Summer of 2017.

CUSTOMER and its representatives shall coordinate all the project activities with CONTRACTOR'S Project Manager only.

#### 4. WORK ORDER MILESTONES

<b>Estimated Work Order Milestone Schedule</b>	
<b>Milestone</b>	<b>Milestone Date</b>
Contract Approval Date	6-13-2017
Substantial Completion	Contract Approval Date + 20 weeks
Final Completion	Contract Approval Date + 24 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.

#### 5. FIXED PRICE AMOUNT

The fixed price for this Work Order ("Work Order Price") is **\$35,275**

#### 6. 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.

<b>Progress Payments Schedule</b>	
<b>Payment Milestone</b>	<b>% of Total Task Order Price</b>
Progress Payments	85%
Substantial Completion	10%
Final Completion	5%

## 7. 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 \_\_\_\_\_, 2017, 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: \_\_\_\_\_

**GORMAN JOINT SCHOOL DISTRICT  
25 YEAR CASH FLOW ANALYSIS**



1. Comprehensive Lighting Retrofit - Interior Super T-8 5000k Systems, New LED Exit Signs and Exterior LED Systems
2. Replacement of four (4) HVAC Systems @ \$30,000 Cost with Local HVAC Provider
3. Energy Manager and Reporting Services to Provide all CEC reporting and also Provide Training and Energy Curriculum to District Staff
4. Project is 100% funded by Proposition 39 Funding. Savings to Investment Ratio (SIR) = 1.19. Minimum Is 1.01.

Year	Planning and Project Investment (2)	Maintenance Savings (4)	Energy Manager (5)	Prop 39 Funding (3)	Project Utility Savings (1)	Annual Savings	Cumulative Savings
Yr 1: 16-17	\$ 118,187	\$ -	\$ 5,289	\$ 134,053	\$ -	\$ 10,577	\$ 10,577
Yr 2: 17-18	\$ -	\$ -	\$ 5,289	\$ -	\$ 6,407	\$ 1,118	\$ 11,696
Yr 3: 18-19	\$ -	\$ -	\$ 5,289	\$ -	\$ 6,663	\$ 1,375	\$ 13,070
Yr 4: 19-20	\$ -	\$ -	\$ -	\$ -	\$ 6,930	\$ 6,930	\$ 20,000
Yr 5: 20-21	\$ -	\$ -	\$ -	\$ -	\$ 7,207	\$ 7,207	\$ 27,207
Yr 6: 21-22	\$ -	\$ -	\$ -	\$ -	\$ 7,495	\$ 7,495	\$ 34,702
Yr 7: 22-23	\$ -	\$ -	\$ -	\$ -	\$ 7,795	\$ 7,795	\$ 42,497
Yr 8: 23-24	\$ -	\$ -	\$ -	\$ -	\$ 8,107	\$ 8,107	\$ 50,604
Yr 9: 24-25	\$ -	\$ -	\$ -	\$ -	\$ 8,431	\$ 8,431	\$ 59,036
Yr 10: 25-26	\$ -	\$ -	\$ -	\$ -	\$ 8,768	\$ 8,768	\$ 67,804
Yr 11: 26-27	\$ -	\$ -	\$ -	\$ -	\$ 9,119	\$ 9,119	\$ 76,923
Yr 12: 27-28	\$ -	\$ -	\$ -	\$ -	\$ 9,484	\$ 9,484	\$ 86,407
Yr 13: 28-29	\$ -	\$ -	\$ -	\$ -	\$ 9,863	\$ 9,863	\$ 96,270
Yr 14: 29-30	\$ -	\$ -	\$ -	\$ -	\$ 10,258	\$ 10,258	\$ 106,528
Yr 15: 30-31	\$ -	\$ -	\$ -	\$ -	\$ 10,668	\$ 10,668	\$ 117,196
Yr 16: 31-32	\$ -	\$ -	\$ -	\$ -	\$ 11,095	\$ 11,095	\$ 128,291
Yr 17: 32-33	\$ -	\$ -	\$ -	\$ -	\$ 11,539	\$ 11,539	\$ 139,830
Yr 18: 33-34	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000	\$ 151,830
Yr 19: 34-35	\$ -	\$ -	\$ -	\$ -	\$ 12,480	\$ 12,480	\$ 164,310
Yr 20: 35-36	\$ -	\$ -	\$ -	\$ -	\$ 12,979	\$ 12,979	\$ 177,290
Yr 21: 36-37	\$ -	\$ -	\$ -	\$ -	\$ 13,499	\$ 13,499	\$ 190,788
Yr 22: 37-38	\$ -	\$ -	\$ -	\$ -	\$ 14,039	\$ 14,039	\$ 204,827
Yr 23: 38-39	\$ -	\$ -	\$ -	\$ -	\$ 14,600	\$ 14,600	\$ 219,427
Yr 24: 39-40	\$ -	\$ -	\$ -	\$ -	\$ 15,184	\$ 15,184	\$ 234,611
Yr 25: 40-41	\$ -	\$ -	\$ -	\$ -	\$ 15,791	\$ 15,791	\$ 250,402
Yr 26: 41-42	\$ -	\$ -	\$ -	\$ -	\$ 16,423	\$ 16,423	\$ 266,825
<b>Totals</b>	<b>\$ 118,187</b>	<b>\$ -</b>	<b>\$ 15,866</b>	<b>\$ 134,053</b>	<b>\$ 266,825</b>	<b>\$ 266,825</b>	<b>\$ 266,825</b>

**NOTES**

- (1) Escalation Included at 4% annually.
- (2) \$8,000 IES Development Agreement, \$30,000 HVAC Agreement With Local Provider, \$80,187 IES Lighting Project.
- (3) Assume year 5 P39 = \$15,000 to be conservative. Submission leaves \$14,081 on the table.
- (4) No credit taken for maintenance savings related to the new HVAC and lighting systems.
- (5) Funding reserved for energy manager and CEC reporting requirements.



**School Digital Library Participation Form  
LA County Schools Shared Digital Collection**

**School Information**

Name of Participating School/District Account:

Address:

City, State/Province:

Country/Postal Code:

**Primary Contact**

Name:

Title:

Telephone:

Email:

**Accounting Information**

Name:

Title:

Telephone:

Email:

Bill To Address:

City/State/Zip Code:

Number of Participating Students	Annual Participation Fee (Allocated as Content Credit)	Please check appropriate tier below
<500	\$250	
500 – 749	\$500	
750 – 999	\$750	
1,000 – 1,499	\$1,000	
1,500 – 1,999	\$1,500	
2,000 – 2,499	\$2,000	
2,500 – 2,999	\$2,500	
3,000 – 3,499	\$3,000	
3,500 – 3,999	\$3,500	
4,000 – 4,499	\$4,000	
4,500 – 4,999	\$4,500	
5,000 – 5,499	\$5,000	
5,500 – 5,999	\$5,500	
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10,500 – 10,999	\$10,500	
11,000 – 11,499	\$11,000	
11,500 – 11,999	\$11,500	
12,000 – 12,499	\$12,000	

12,500 – 12,999	\$12,500	
13,000 – 13,499	\$13,000	
13,500 – 13,999	\$13,500	
14,000 – 14,499	\$14,000	
14,500 – 14,999	\$14,500	
15,000+	Contact OverDrive for Pricing	
<b>One-Time Deposit for Digital Book Account Purchases (Custom Collection for Participating School Account only)</b>		
<input type="checkbox"/> \$0.00	<input checked="" type="checkbox"/> \$250	<input type="checkbox"/> \$500
		<input type="checkbox"/> \$1,000
		<input type="checkbox"/> Other: \$ _____


OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

**Terms and Conditions:**

- OverDrive® products and services for schools are licensed pursuant to the OverDrive School Digital Library Access Agreement, available at <http://www.overdrive.com/sdlc-aa.pdf>, the terms of which are incorporated herein and which may be modified from time to time.
- Each Participating School Account will be automatically enrolled with a Digital Book Account at no additional cost.
- The full Annual Participation Fee is allocated towards the selection of Digital Content and is non-refundable. The Annual Participation Fee and any amounts placed on deposit for Digital Book Account purchases will be invoiced upon receipt of signed Participation Form. Participating School Account must provide a valid purchase order or payment of the initial invoice in order to go live with the SDL Service.
- Participation in Consortium shall be limited to public schools and school districts in Los Angeles County.
- Participating School Account must execute and return this Participation Form to OverDrive on or before April 14, 2017 to be eligible to join the Consortium prior to the launch of the shared collection.

**Acknowledgement and Acceptance:**

On behalf of Participating School Account, my signature below indicates acceptance of the OverDrive School Digital Library Access Agreement, as well as my authority to enter into a legally binding agreement.

By (signature)  Title Superintendent/Principal  
 Name (Print) Johannes L. Andrews Date 5/18/2017

Please complete this order form and email to [sales@overdrive.com](mailto:sales@overdrive.com) or return by fax to +1 216-573-6889

**Service Features included with Annual Participation Fee:**

**Collection**

- Custom collection
  - Annual Collection Credit to select from OverDrive's "Marketplace" catalog of 500,000+ eBooks, audiobooks, & video.
  - Selections may be made by title or via convenient lists by grade, reading level and subject.
- More than 20,000 free classic eBooks

**Services**

- Online Learning Center with recorded presentations and promotional & educational materials
- Marketing resources and templates to promote service to faculty & students
- Maintenance, hosting & support services
- Secondary user support

**Technology**

- Secure website with custom collection
- OverDrive apps for eBooks, audiobooks, music & video
- Compatibility with Kindle® (US Only), Nook® and iPad®, plus all major devices

If you have any questions, please contact the OverDrive Sales team at +1 216-573-6886 or [sales@overdrive.com](mailto:sales@overdrive.com).

# OverDrive®

Expanding Access to Digital Resources by Sharing



As a 100% digital company serving 12,000+ district and schools, OverDrive focuses on combining the technology you need with the content you want to create long-term, cost-effective solutions to meet students' and educators' unique reading and learning needs.

## OverDrive delivers:

- An unrivaled catalog of 2+ million eBook, audiobook and streaming video titles from 5,000+ publishers in all subjects and genres, including digital class sets for English Language Arts
- Compatibility with every major device, including laptops, Chromebook™, Kindle® (U.S. only), iPhone®, iPad® and Android™
- Ease of use – A central platform tailored to your needs and the highest-rated app
- Flexible access models to maximize budget and use
- Expert assistance for successful implementation and customization

## **Joining a Shared Collection: Expanding access to digital resources by sharing**

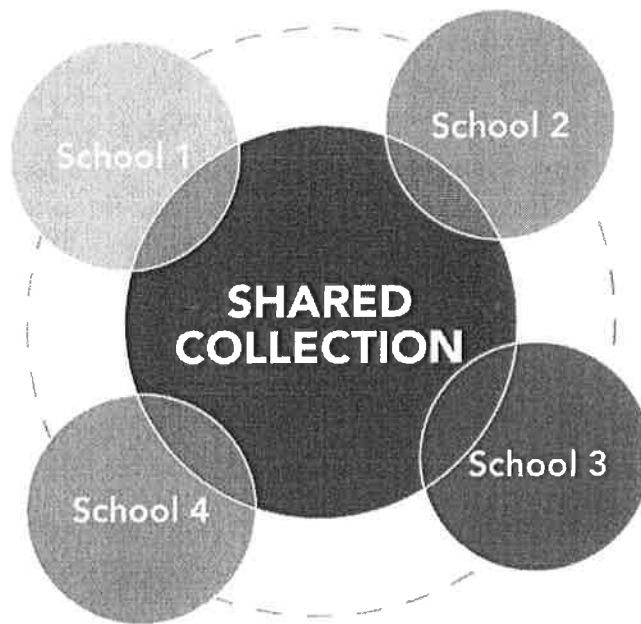
OverDrive is excited to offer interested schools and districts in Los Angeles County the opportunity to join a digital shared collection. Membership in a consortium provides participating schools access to a shared collection of digital titles far greater than any one individual school could purchase on their own, maximizing the benefits of these powerful reading and learning tools for students and educators. For example, if School A were to initiate a digital collection of their own, they may only be able to afford 50 titles. However, by joining a consortium of 20 schools, School A would then have access to a collection of 1,000 titles. This shared collection grows as consortium membership increases.

Advantages of joining a digital content consortium include:

- An unbeatable cost of \$1 or less per student, **with all funds going to content**
- The ability to add additional titles specifically for your school (separate from the shared collection)
- Titles filtered by grade level to ensure the right titles are reaching the right students
- OverDrive content specialists will help select the best titles based on group and school needs

# OverDrive®

Expanding Access to Digital Resources by Sharing



*A sample diagram of a consortium's shared digital collection with additional individual collections for each member school.*

## **How a digital content consortium would work for Los Angeles County participants:**

The goal is to get participating schools signed up no later than April 14<sup>th</sup> so that we can launch access to the collection well before the summer break. The more schools that participate, the more age-appropriate content will be available to maximize engagement and usage. OverDrive will help to select resources in the shared account and you can easily add more content just for your school via an individual collection.

**For more information or to see a demonstration, please submit your contact information online or reach out to your CA rep below:**

**Kevin Coon**  
OverDrive Account Executive



# OverDrive®

Expanding Access to Digital Resources by Sharing



[kcoon@overdrive.com](mailto:kcoon@overdrive.com) | 949-791-7793

GORMAN ELEMENTARY SCHOOL DISTRICT  
49847 Gorman School Road, P.O. Box 104, Gorman, CA 93243

NO. \_\_\_\_\_

**APPLICATION FOR USE OF SCHOOL FACILITIES**

Organization: Tejon Ranch  
Address: P.O. Box 1000, Lebec CA 93243 Phone: 661-705-4467  
Requested Room(s): gym/multi-purpose Needed Furniture: chairs  
Period of Use: Date(s): June, 29 2017 Time: From: 6:00pm To 9:00pm  
Expected Attendance: 45 Is this event open to the public? Yes  No   
Is an admission fee, charge or contribution to be taken? Yes  No  If so, proceeds will be used for: \_\_\_\_\_

If this request is for the use of the cafeteria, are kitchen facilities going to be used? Yes  No

**AGREEMENT FOR USE OF SCHOOL FACILITIES**

Terms and Conditions:

Subject to approval of the application by the District, the undersigned agrees to the Rules and Regulations Governing Use of School Facilities and that they be made a part of this agreement.

Nathan Keith 5-11-2017 661-705-4467  
Signature of/Authorized Representative Date Telephone

Type or Print Name of Authorized Representative: Nathan Keith  
P.O. Box 1000 Lebec CA 93243  
Address City Zip Code

=====  
(For Business Office Use Only)

The following fees apply:

Use of Facility \$ \_\_\_\_\_  
Custodial Personnel \$ \_\_\_\_\_  
Kitchen Personnel \$ \_\_\_\_\_  
Other Personnel \$ \_\_\_\_\_  
TOTAL FEES \$ \_\_\_\_\_

Additional Insurance Certificate:

\_\_\_\_\_ Is Required  
\_\_\_\_\_ Is Not Required  
\_\_\_\_\_ Is On File

The above application has been: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

By: [Signature]  
Superintendent or Business Manager

Date: 5/11/2017  
This Permit Expires: \_\_\_\_\_

# GORMAN JOINT SCHOOL DISTRICT

CONFERENCE/MILEAGE REPORT #06-16-17

June 13, 2017

PERSONNEL

Patricia Edwards

DATE(S)

May 23, 2017

CONFERENCE

AVSBA Dinner Meeting

LOCATION

Palmdale

ESTIMATE

Mileage \$ 52.43

District conference expense

01.0-00000.0-00000-71100-5210-0000000