

QZAB FACILITY SOLUTIONS AGREEMENT

by and between

Willows Unified School District

and

IEC Power, LLC

TABLE OF CONTENTS

1.	RECITALS, EXHIBITS AND DEFINITIONS.....	2
1.1	Recitals and Exhibits.....	5
1.2	Definitions.....	5
2.	GENERAL.....	2
2.1.	Scope of Work	2
2.2.	Protective Measures.....	2
2.3.	Labor Code and Certified Payroll Requirements.....	3
2.4.	Unanticipated Conditions.....	4
2.5.	Labor	5
2.6.	Insurance.....	5
2.7.	Performance of the Work.....	6
2.8.	Hazardous Materials.....	6
2.9.	Suspension of the Work.....	7
2.10.	Taxes.....	9
2.11.	Liens.....	9
2.12.	Compliance with Applicable Laws.....	9
2.13.	Environmental Attributes, Incentives, and Energy Credits	9
2.14.	Independent Contractor.....	10
2.15.	Subcontractors.....	11
2.16.	Performance & Payment Bonds.....	11
2.17.	Title; Risk of Loss.....	11
3.	PRICE AND PAYMENT	12
3.1.	Contract Price.....	12
3.2.	Payment.....	12

4.	COMMENCEMENT & COMPLETION	14
4.1.	Commencement and Substantial Completion.....	14
4.2.	Final Completion.	15
4.3.	Inspection.	16
5.	REPRESENTATIONS & WARRANTIES	16
5.1.	Representations and Warranties of Contractor.	16
5.2.	Representations and Warranties of Customer.....	17
6.	BREACH & TERMINATION	18
6.1.	Termination by Customer	18
6.2.	Termination by Contractor.....	19
6.3.	Indemnity.	20
6.4.	Limitations of Liability.....	21
7.	MISCELLANEOUS	22
7.1.	Representatives.	22
7.2.	Ownership of Plans, Data, Reports and Material.....	22
7.3.	Governing Law.	23
7.4.	Force Majeure.	23
7.5.	Dispute Resolution.....	23
7.6.	Notices and Demands.	24
7.7.	Nondisclosure.	25
7.8.	Time of Essence.....	26
7.9.	Validity.	26
7.10.	Binding Effect.....	27
7.11.	Modifications.....	27
7.12.	Headings.	27

7.13.	Counterparts; Signature Pages.....	27
7.14.	Announcements and Publications.....	27
7.15.	Complete Agreement.....	28
7.16.	No Agency.....	28
7.17.	Priority of Documents.....	28
7.18.	Assignment.....	28
7.19.	No Waiver.....	29

EXHIBITS

Exhibit A	Definitions
Exhibit B	Schedule of Values
Exhibit C	Work Orders
Exhibit D	Bond
Exhibit E	Insurance
Exhibit F	Certificate of Substantial/Final Completion and Acceptance
Exhibit G	List of Approved Equipment Suppliers for all Work Orders
Exhibit H	Documents Provided by Customer
Exhibit I	Site Plans School Sites

FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT (“Agreement”), dated as of _____, 2013 (“Effective Date”), is by and between Willows Unified School District, a California School District (“Customer”) and IEC Power, LLC, a California limited liability company (“Contractor”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Customer desires to reduce energy consumption and operational expenses through the installation of energy generation and energy conservation technologies; and

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

WHEREAS, pursuant to California Government Code § 4217.10, et seq., Customer’s governing board (“Board”) held a public hearing at a regularly scheduled Board meeting on October 11, 2012, and after the public hearing, made the statutorily required findings in Resolution #2012-13-09 based on Customer’s finding that the anticipated costs for Contractor’s services under this Agreement, together with all financing costs and all in-project expenses incurred by Customer in addition to the payments due to Contractor under this Agreement, will be less than anticipated marginal energy costs to Customer; and

WHEREAS, Customer has assigned specific areas on school properties (“Site”), described in the Work Orders in Exhibit C and Site Plans in Exhibit I, attached hereto, on which the System is to be constructed; and

WHEREAS, Customer desires to engage Contractor to design, procure and install the System at the Site; and

WHEREAS, Contractor desires to provide such design, procurement and installation services, all in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Customer shall have no obligations under this Agreement and any of its attached Exhibits until the Funding Date, except as provided in this Agreement in respect to Work Order #3; and

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. RECITALS, EXHIBITS AND DEFINITIONS.

1.1 Recitals and Exhibits

The preceding Recitals and all the Exhibits attached to this Agreement are incorporated as though full set forth below.

1.2 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 hereof; (e) the words “herein,” “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all Exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time.

2. GENERAL

2.1. Work

- (a) Contractor agrees to perform design, procurement and installation services (“Work”) related to energy generation and energy conservation solutions at various school properties owned by Customer.
- (b) Such Work shall be performed in accordance with this Agreement and Exhibits attached hereto.
- (c) Work will be executed in accordance with this Agreement and the Exhibits attached hereto, including individual Work Orders attached hereto in Exhibit C.

2.2. 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 or Persons under Contractor’s control, 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 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.

2.3. Labor Code and Certified Payroll Requirements

- (a) 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) 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 ten (10) days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (c) Payment Withholding. Pursuant to 8 CCR 16463(e), Customer 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 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 Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that 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.

- (d) Notwithstanding any provisions of this Agreement, including Article 2.3, Contractor shall at all times be responsible for the acts and omissions of Subcontractors. Customer shall not have any obligation to pay or be responsible for payment of any sums to any Subcontractor. Customer shall have no responsibility for settling Subcontractor claims or disputes.
- (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 the maximum amount allowed by law and not less than Two Hundred Dollars (\$200.00) to Customer 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 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.

2.4. Unanticipated Conditions.

Contractor has conducted a full and complete visual inspection of the Site, including: (a) the readily apparent surface conditions of any areas where the System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc.; (b) all staging, storage, delivery, and other areas necessary to perform the Work; (c) ingress to and egress from the Site for all supplies, personnel and Equipment; and (d) all as-built drawings, Site layout, easement and other documentation provided by Customer to Contractor as set forth in Exhibit C and Exhibit H. Contractor will document and provide to Customer all findings in regard to the aforementioned inspection within thirty (30) days of completion of documentation in Exhibit H. If any conditions exist, arise or are discovered at the Sites that differ materially from: (i) the information contained in the documents referenced in Exhibit C and Exhibit H; (ii) the assumption that the soils at the Sites are Class 1, 2, or 3 as defined in the 2010 California Building Code; or (iii)

those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in the first sentence of this Section 2.4, including without limitation, conditions, related to Hazardous Materials or archeological findings, soils conditions, or subsurface obstructions, and involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for approval of a Change Order and payment of the related expenses to Customer. Customer and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with Customer budget limits.

2.5. Labor

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise Customer promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Notwithstanding the foregoing, (a) the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the discretion of the Party having the difficulty; (b) a labor-related delay shall not give rise to a change in the Construction Schedule unless such delay constitutes a Force Majeure Event under paragraph (c) of the definition thereof; and (c) in no event will labor-related delays or difficulties give rise to additional payments to Contractor.

2.6. Insurance

- (a) Contractor and Customer, each 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) Customer and any lenders to the Customer 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 Customer or any lender as additional insureds under its worker's compensation insurance policy. Contractor will provide Customer with an endorsement showing the Customer and any lenders as additional insureds prior to the commencement of the Work.
- (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.

2.7. 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 or by Customer. 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. Contractor agrees that upon Substantial Completion, Contractor shall provide to Customer evidence of all licenses, permits, registrations, and certificates or other approvals required by Applicable Law or any Governmental Authority that have been procured, maintained and in compliance with the Applicable Law or regulations of any Governmental Authority.

2.8. Hazardous Materials

- (a) Contractor hereby specifically agrees to indemnify, defend and hold Customer, their 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 Contractor, its Subcontractors, Affiliates, employees, agents, or others under Contractor's control or any pre-existing Hazardous Materials that, through Contractor's negligence or the negligence

- of its Subcontractors, Affiliates, employees, agents, or others under Contractor's control 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, its Subcontractors, Affiliates, employees, agents, or others under Contractor's control; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor, its Subcontractors, Affiliates, employees, agents, or others under Contractor's control.
- (b) Customer 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 Customer, Customer Representative, or Third Party and any pre-existing Hazardous Material to the extent not covered by Section 2.8;
 - (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 Customer or Customer Representative; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Customer or Customer Representative.

2.9. Suspension of the Work

- (a) If Contractor does not receive payment in accordance with Section 3.2 of any Undisputed Invoice submitted in accordance with Section 3.2, Contractor shall have the right, upon not less than twenty (20) days' written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all Undisputed Invoice(s) under this Agreement. If Customer issues full payment of the Undisputed Invoice(s) within twenty (20) 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 may 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. If a suspension of the Work under this Section 2.9(a) continues for more than two (2) months, Contractor shall be entitled to terminate this Agreement after providing Customer with written notice of intent to terminate the Agreement and providing Customer with the opportunity to cure within thirty (30) days from the date of service of the written notice.

- (b) Customer may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor may 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 2.9(b) continues for more than six (6) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement after providing Customer with written notice of intent to terminate the agreement providing Customer with the opportunity to cure within thirty (30) days from the date of service of the written notice.
- (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 Customer 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 Customer, 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. Contractor costs (including mobilization costs, insurance fees and others) properly incurred by Contractor 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 or for reasons set forth in Section 2.5 of this Agreement.

2.10. 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 Customer shall pay and have exclusive liability with respect to any taxes payable with respect to Customer's income. Contractor shall hold harmless, indemnify and defend Customer, together with any and all of its officers, directors, 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 Customer shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

2.11. 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 Customer. Customer is not responsible for payment to Subcontractors or for Subcontractor claims or disputes, including by way of illustration and not limitation, mechanic's liens.

2.12. 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. Contractor's responsibility for any hazardous materials liabilities shall be governed by Section 2.8.
- (b) Customer specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

2.13. Environmental Attributes, Incentives, and Energy Credits

- (a) Contractor acknowledges that Customer shall retain all rights and interests to the performance-based incentive payments made under the California Solar Initiative.
- (b) Customer 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: (1) the energy output was generated by the System (except as stated in paragraph (a); (2) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System; and (3) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;
 - (iii) All carbon reduction tonne 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, interest in and to the Energy Credits from time-to-time as it may determine to be in its best interest. Customer 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.

2.14. Independent Contractor

Contractor is acting hereunder as an independent Contractor and not as an agent or employee of Customer. 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 Customer.

2.15. Subcontractors

Notwithstanding any other provision of this Agreement, 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, its Employees or Affiliates, Persons under Contractors control, or its Subcontractors. Customer has no obligation to pay or responsibility for the payment of any sums to any Subcontractor. Customer has no responsibility for settling Subcontractor claims or disputes.

2.16. Performance & Payment Bonds

See individual Work Orders for bonding requirements.

2.17. Title; Risk of Loss

- (a) From Effective Date and until the date of Substantial Completion of the entire Project, and subject to Sections 2.17 (b) and 2.17 (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, its employees, Affiliates, Persons under Contractor's control, or Subcontractors for permanent installation in or for use during construction of the System.
- (b) Customer 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 required by Work Order #2.
- (c) Notwithstanding anything herein to the contrary, Customer 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 Customer for permanent installation in or for use during construction of the System to the extent caused by the negligence, gross negligence or willful misconduct of Customer or its agents, employees or representatives, and which is not caused by Contractor, or Contractor's agents, employees, Subcontractors, Representatives, Affiliates or Persons under Contractor's control.
- (d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor, its employees or Affiliates, Persons under Contractor's control, or Subcontractors for permanent installation as part of the System or for use by Customer or Project Owner in the operation of the System shall pass to the Customer upon the achievement of Substantial Completion of the Work required by

Work Order #2 set forth in Exhibit C to this Agreement or upon termination of this Agreement provided Customer has paid Contractor for the materials, Equipment, supplies and maintenance equipment.

3. PRICE AND PAYMENT

3.1. Contract Price

- (a) Subject to Change Orders approved by Customer and Contractor, as set forth in this Agreement, as full compensation for the Work and all of Contractor's obligations hereunder, Customer shall pay to Contractor the amount shown in Exhibit C ("Work Order Price"). Work Order Prices in Exhibit C assume all Work Orders are executed.
- (b) The Work Order Price is firm and fixed and includes all expenses to be incurred by Contractor including, by way of illustration and not limitation, Equipment and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, Applicable Permits (other than the Customer Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.
- (c) Any Changes to the Work that are above and beyond compliance with code requirements and Industry Standards which are requested by Customer shall be resolved through a Change Order to this Agreement. Any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement. Customer may reduce portions of the Work to offset the Change Order request to comply with Customer budget limits.
- (d) The Work Order Price shall only be changed by Change Order approved by Contractor and Customer.
- (e) The Contractor shall perform the Work contained in Work Order #3 on the Start Date set forth in Work Order #3 in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to Section 6.1(v) of this Agreement, the Work Order Price for the Work in Work Order # 3 shall be \$569,570. This Agreement shall survive termination pursuant to Section 6.1(a)(v), but only as it pertains to Work Order #3.

3.2. Payment

- (a) Subject to Section 3.2(e), Customer shall pay to Contractor the Undisputed Invoices for 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 the progress payment.
- (b) Except as provided below, Customer shall pay one hundred percent (100%) of each progress payment when such payment is due.

- (c) Payments will be made by Customer within twenty five (25) calendar days of receipt of Contractor invoices. Invoices shall include partial Lien waivers and any other supporting documentation that Customer may reasonably request. Customer shall notify Contractor of any missing documentation within ten (10) Business Days of receipt of invoice.
- (d) The following minimum content shall be contained in, or delivered together with, any payment request from Contractor to Customer:
 - (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 Customer for Undisputed Invoices 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) Customer 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 Customer 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 Customer 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.

4. COMMENCEMENT & COMPLETION

4.1. Commencement and Substantial Completion

- (a) The Start Date for the Work contained in each Work Order in Exhibit C shall be as set forth in the respective Work Order, absent the express, written consent of Customer to extend the Start Date. Customer shall complete the Work according to the schedule set forth in each respective Work Order.
- (b) Contractor shall complete the Work Orders and achieve Substantial Completion in accordance with the schedule contained in each Work Order in Exhibit C. 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 Customer;
 - (iii) a breach of this Agreement by Customer;
 - (iv) a suspension of the Work pursuant to Section 2.9; or
 - (v) a 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 appropriate local utility.
 - (iii) Customer and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include by way of illustration and not limitation, final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers.
- (d) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice thereof to Customer containing sufficient

detail to enable Customer to determine that Contractor has complied fully with the requirements of Section 4.1(c). Within thirty (30) days after receipt of such notice, Customer shall either issue to Contractor the Certificate of Substantial Completion in similar form 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 Customer determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 4.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to Customer another notice as set forth above. This procedure shall be repeated until such time as Customer has acknowledged Substantial Completion subject to Section 4.1(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 Customer to complete the pending works on its own. Customer shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.
- (f) Any dispute between Customer and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 4.1(c) shall be resolved in accordance with Section 7.5(b).

4.2. Final Completion

- (a) Final Completion of the System shall be deemed to have occurred only if:
 - (i) all punchlist items have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to Customer;
 - (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 similar form to Exhibit F is duly signed by Customer'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 Customer a Certificate of Final Completion in similar form to Exhibit F certifying that all of the

foregoing conditions have been satisfied. Customer shall, within thirty (30) Business Days after the receipt by Customer of such written certificate, 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 Customer another notice as set forth above. This procedure shall be repeated until such time as Customer has acknowledged Final Completion subject to Section 4.2(c).

- (c) Any dispute between Customer and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 4.2(a) shall be resolved in accordance with Section 7.5(b).

4.3. Inspection

All Work performed by Contractor and all Equipment shall be subject to inspection by Customer or an authorized agent of Customer, 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 Customer or Customer'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. Customer shall ensure that the inspections do not affect the normal performance of this Agreement unless the Work is not in compliance with this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1. Representations and Warranties of Contractor

Contractor represents and warrants to Customer that:

- (a) Contractor is a limited liability company, 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 actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it by any School District or other third-party customer of Contractor before any court or arbitrator in excess of \$1,000,000.00.
- (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.

5.2. Representations and Warranties of Customer

Customer represents and warrants to Contractor that:

- (a) Customer is a California 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 Customer 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 actions, suits, proceedings, patent or license infringements or investigations pending or, to Customer'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 Customer or in any impairment of its ability to perform its obligations under this Agreement.

- (d) The individual executing this Agreement on behalf of Customer is duly authorized to execute and deliver this Agreement on behalf of Customer and this Agreement is binding upon Customer in accordance with its terms.

6. BREACH AND TERMINATION

6.1. Termination by Customer

- (a) Contractor agrees that Customer 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 Work for more than thirty (30) days.
 - (ii) Contractor fails to commence the Work pursuant to a Work Order within fifteen (15) days after the Funding Date payment for the respective Work Order, or by the extended date agreed upon by Customer as provided for in section 4.1(a). Customer shall provide Contractor with written notice of intent to terminate the Agreement and provide Contractor with the opportunity to cure within thirty (30) days from the date of service of the written notice. If Contractor fails to cure the default within the thirty (30) day cure period, Customer shall be entitled to terminate this Agreement pursuant to this Section 6.1(a)(ii). Within ten (10) days following the expiration of the cure period, Contractor shall refund to Customer any and all payments made to Contractor by Customer under this Agreement for the Respective Work Order
 - (iii) Contractor commits a material breach of this Agreement, and Contractor does not cure the said breach within thirty (30) days following date of service of the written notice thereof from Customer.
 - (iv) 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.
 - (v) Upon exercising commercially reasonable efforts, Customer is unable to procure funding for the Project within three hundred sixty-five (365) days of the Effective Date. Upon this occurrence, Customer shall have no further obligation to Contractor. This Agreement shall survive termination pursuant to this subsection 6.1(a)(v), but only as it pertains to Work Order #3.

- (b) Upon the occurrence of any of the foregoing, Customer may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work on any part thereof. Customer shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise. Contractor shall deliver to Customer all materials, supplies, and Equipment procured for the System immediately upon termination of the Agreement provided Customer has paid Contractor for the materials, supplies, and Equipment.
- (c) If any covenant, condition or restriction upon the Site or any Applicable Law or regulation, including compliance with CEQA, prohibits the installation of the System at the Site, Customer has the right to terminate this Agreement.
- (d) If Customer elects to terminate this Agreement for any other reason other than provided herein, Customer shall reimburse Contractor for time and materials costs incurred prior to termination, including but not limited to development and engineering cost and fees incurred prior to the Effective Date. Contractor shall provide Customer with a detailed invoice in support of its claim for reimbursement of such costs.

6.2. Termination by Contractor

Without limiting the provisions of Section 7.5, Customer agrees that Contractor may terminate this Agreement if:

- (a) Customer 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) Customer fails to pay an Undisputed Invoice to Contractor hereunder when due, and if the failure remains uncured for thirty (30) days following Customer's receipt of written notice, the Customer shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against Customer with respect thereto, including without limitation, the right to suspend performance of the Work or terminate this Agreement as set forth in Section 2.9.
- (c) Upon the occurrence of any of the breaches set forth in subsection (a) or (b) of this Section 6.2, Customer shall reimburse Contractor for time and materials costs incurred prior to termination, including but not limited to development and engineering costs and fees incurred prior to the Effective Date. Contractor shall provide Customer with a detailed invoice in support of its claim for reimbursement of such costs.

6.3. Indemnity

- (a) Contractor shall fully indemnify, save harmless and defend Customer from and against any and all costs, claims, and expenses incurred by Customer and their 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 Customer) only to the extent caused by (i) Contractor or its Subcontractors, agents or employees or others under Contractor's control or (ii) a breach by Contractor of its obligations hereunder.
- (b) Customer 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 (i) the negligence, gross negligence or willful misconduct of Customer or its agents or employees or others under Customer's control or (ii) a breach by Customer of its obligations hereunder.
- (c) Each Party shall indemnify, defend and hold the other Party, and its present and future 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 (i) 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, (ii) 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. Customer 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 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 the challenge to the procedures under which this Agreement was approved by Customer. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 6.3(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 Customer to use in connection with the Contract Documents, unless 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 6.3, 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 6.3, 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.

6.4. Limitations of Liability

- (a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL Contractor OR Customer 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 OR 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 6.4(a) SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

- (b) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) Customer's total liability arising out of or related to this Agreement exceed one-hundred percent (100%) of the Contract Price, minus the aggregate amount of any payments or penalties paid by Customer 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 Customer.

7. MISCELLANEOUS

7.1. Representatives

- (a) Customer Representative. Customer designates, and Contractor agrees to accept, the Superintendent as Customer Representative for all matters relating to Contractor's performance of the Work. The actions taken by Customer Representative regarding such performance shall be deemed the acts of Customer and shall be fully binding for Customer. Customer may, upon written notice to Contractor, pursuant to Section 7.6 hereof, change the designated Customer Representative.
- (b) Contractor Representative. Contractor designates, and Customer agrees to accept, R. Eric Quintero 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 on Contractor. Contractor may, upon written notice to Customer, pursuant to Section 7.6 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 Customer, as applicable, under this Agreement.
- (d) Notices to Representative. Notwithstanding Sections 7.1(a) and 7.1(b), all amendments, Change Orders, notices and other communications between Contractor and Customer contemplated herein shall be delivered in writing and otherwise in accordance with Section 7.6.

7.2. Ownership of Plans, Data, Reports and Material

- (a) Subject to Sections 7.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of Customer when prepared and shall be delivered to Customer upon Final Completion or upon termination of this Agreement provided Customer has paid Contractor for such Contract Documents; 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 if created by Contractor or Persons under Contractor's control.
- (c) Contractor further agrees to grant and hereby grants to Customer 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.

7.3. 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 7.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Tehama County, California and shall comply with all requirements necessary to give such court jurisdiction.

7.4. Force Majeure

Contractor shall promptly notify Customer 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 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.

7.5. 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"), of which either Party has notified the other, senior management personnel from both Contractor and Customer 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 7.5(b), 7.5(c) and 7.5(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 an institution or a nationally recognized professional expert that has been agreed upon in writing by Contractor and Customer.

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 Customer and Contractor. If Customer and Contractor are unable to agree on a mediator, then either may request the American Arbitration Association (the “AAA”) to appoint a mediator. The mediator’s fee and expenses shall be paid one-half by Customer, 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 (3) 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 mediation of the Dispute. The provisions of this Section 7.5 shall survive any termination of this Agreement.

(d) Attorneys’ Fees. The prevailing Party in any action brought before the Courts of the State of California 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.

7.6. 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 and (a) 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) if sent by facsimile with confirmation. Mailed notices and facsimile notices shall be addressed as follows to:

Customer:

Name: Willows Unified School District
Attention: Mort Geivett, Ed.D., Superintendent
Address: 823 West Laurel St.
Willows, CA 95988
E-mail: mgeivett@willowsunified.org
Fax: (530) 934-6609

With copy to:

Name Kingsley Bogard LLP
Attention Robert Kingsley, Esq.
Address 50 Iron Point Circle, Suite 110
Folsom, CA 95630
E-mail rkingsley@kblegal.us
Fax # (916) 932-2510

Contractor:

Name IEC Power, LLC
Attention R. Eric Quintero, Manager
Address 8795 Folsom Blvd., Suite 205
Sacramento, CA 95826
E-mail: equintero@iec-corporation.com
Fax #: (916) 383-6010

7.7. Nondisclosure

Confidential information received by one Party (the “Receiving Party”) from the other Party (the “Disclosing Party”) shall not be used for any purpose other than performing the Work under this Agreement and shall not be divulged, disclosed, produced, published, or permitted access to, without the prior written consent of the Disclosing Party. Customer may disclose any information, including Confidential Information, as required under state or federal law without prior notice to or consent from Contractor. 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 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 Customer'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). Customer shall use reasonable efforts, subject to state and federal law, to prevent or limit disclosure of the Confidential Information.

7.8. Time is of the 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.

7.9. Validity

Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, unless to do so would frustrate the intent and purpose of this Agreement. 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.

7.10. Binding Effect

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

7.11. Modifications

No oral or written amendment or modification of this Agreement by any officer, agent or employee of Contractor or Customer, 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 officer of both Parties (or of the managing member or managing partner of the Party on behalf of the Party) and approved by Customer's Board to be bound thereby.

7.12. 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.

7.13. 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. Each party shall provide an executed original of this Agreement, signed in blue ink, to the other Party.

7.14. Announcements and Publications

Contractor shall coordinate with Customer with respect to, and provide advance copies to Customer 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 Customer 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.

7.15. 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 verbal, or written agreement nor conversation with any officer or employee of either Party nor 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 Customer and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

7.16. 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.

7.17. Priority of Documents

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority:

- (a) first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment);
- (b) second, this Agreement;
- (c) third, Work Orders in Exhibit C;
- (d) fourth, Exhibits to the Agreement (other than the Work Orders);
- (e) fifth, the other Contract Documents not listed in subsections (a) through (d) above.

7.18. 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. Without consent of Customer, Contractor shall be entitled to assign the benefits in and to this Agreement: (i) in connection with a merger or acquisition of Contractor; and (ii) to an Affiliate of Contractor or IEC Power, LLC. Contractor shall not assign its obligations in and

to this Agreement under any circumstances without consent of Customer, which shall not be unreasonably withheld.

7.19. 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.

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

Willows Unified School District
a California School District

By: _____
Name: Mort Geivett, Ed.D.
Title: Superintendent

IEC Power, LLC,
a California Limited Liability Company

By: _____
Name: R. Eric Quintero
Title: Manager

Contractor's License #: 973877

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 fifty percent (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” 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 Customer 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 Documents” shall mean construction documents prepared by Contractor and approved by Customer.

“Construction Schedule” shall mean the schedule for implementation of the Work as set forth in Exhibit C.

“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 Customer.

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

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

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

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

“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).

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

“Effective Date” shall mean the date 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 as set forth specifically in Exhibit C.

“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 gross negligence of, Customer or its agents or employees;
- (b) changes in the design, scope or schedule of the Project required by Customer;
- (c) the suspension of Work in whole or in part by Customer;
- (d) 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, 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 significant equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;

- (k) any material breach by Customer of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by Customer 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 Customer 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” means the date as of which both of the following events have occurred: 1) Customer has received access to the Funds; and 2) the statutory period set forth in Title 14 of the California Code of Regulations § 15112 to challenge the action taken under CEQA by Customer regarding the Project has expired without a challenge having been made to Customer’s CEQA determination concerning the Project.

“Funds” or **“QZAB Funds”** means the QZAB funding in an amount not less than the full amount of the contract price, described in Section 3.1 of this Agreement, on which receipt and availability for expenditure any and all of Customer’s obligations under this Agreement are contingent and which Customer is relying on Contractor to facilitate the application for, and obtain, on behalf of Customer.

“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 and as itemized by type of equipment and applicable warranty period set forth in Exhibit C attached hereto and made a part hereof.

“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 Customer 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 one (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, removal of concrete pavement and retaining walls, shall not be classified as “Rock.”

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

“Site” shall have the meaning set forth in the first recital, and is more fully described in Exhibit C hereto.

“Solar Plant” shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

“Start Date” shall mean the date on which Contractor shall commence the Work for each individual Work Order set forth in Exhibit C.

“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 4.1(c).

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 4.1(c), has occurred.

“Suppliers” shall mean those Equipment suppliers set forth in Exhibit G with which Contractor contracts to build the System.

“System” means the photovoltaic power systems and all related materials and equipment.

“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 Customer.

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

“Undisputed Invoice(s)” means an invoice that is not disputed for any of the following reasons: (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 Customer 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 otherwise provided in this Agreement.

“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 3.1(a), as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

EXHIBIT B
SCHEDULE OF VALUES

Project Site	Funding Date Payment	Major Equipment Ordering	Construction Mobilization	Progress Payment #1	Progress Payment #2	Substantial Completion	Final Completion	Total Cost
Murdock Elementary	\$81,283	\$401,133	\$91,781	\$91,781	\$91,781	\$36,712	\$18,356	\$812,826
Willows Intermediate	\$101,603	\$501,416	\$114,726	\$114,726	\$114,726	\$45,890	\$22,945	\$1,016,032
Willows High	\$156,142	\$770,566	\$176,308	\$176,308	\$176,308	\$70,523	\$35,262	\$1,561,417
Total Payment	\$339,028	\$1,673,115	\$382,815	\$382,815	\$382,815	\$153,126	\$76,563	\$3,390,275

EXHIBIT C
WORK ORDERS

There are three (3) Work Orders. See following pages for:

- 1. Work Order #1 – Major Equipment Ordering*
- 2. Work Order #2 – Solar Installations*
- 3. Work Order #3 – Energy Conservation Measures*

EXHIBIT C

Work Order #1 Willows Unified School District Major Equipment Procurement

This scope of work is intended to define the requirements which will form the basis for the procurement of major photovoltaic (PV) equipment for the photovoltaic power systems (“System”) at each Customer Facility that is part of the Agreement.

This Work Order includes the following:

- Solar PV Equipment Procurement Scope of Work
- Work Order Milestones
- Work Order Price
- Progress Payment Schedule
- Performance and Payment Bonds

SOLAR PV EQUIPMENT PROCUREMENT SCOPE OF WORK

General

The scope of work for this Work Order #1 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.

Solar System Overview

Each Customer Facility will include one electric generating grid-connected photovoltaic system. The installations will consist of photovoltaic (PV) modules installed on fixed-tilt ground mounted structures and/or elevated shade structures along with DC to AC inverters and other electrical, structural, and mechanical supporting equipment. The photovoltaic system is expected to supply electricity to the grid to offset the consumption of each Facility. Please refer to the Site Layout drawings for individual System layout and performance in the Work Order.

Procurement

Contractor shall procure the PV modules and inverters required for the System under this Work Order. The following shall be procured:

Murdock Elementary

- Approximately 360 Canadian Solar CS6X-295P Modules or similar Polycrystalline
- 2 Advanced Energy/REFUsol 024K (480V) Inverters or similar
- 2 Advanced Energy/REFUsol 020K (480V) Inverters or similar

Willows Intermediate School

- Approximately 460 Canadian Solar CS6X-295P Modules or similar Polycrystalline
- 3 Advanced Energy/REFUsol 024K (480V) Inverters or similar
- 2 Advanced Energy/REFUsol 020K (480V) Inverters or similar

Willows High School

- Approximately 680 Canadian Solar CS6X-295P Modules or similar Polycrystalline
- 2 Advanced Energy/REFUsol 024K (480V) Inverters or similar
- 6 Advanced Energy/REFUsol 020K (480V) Inverters or similar

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 Customer 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 Customer Facility or Contractor warehouse. 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, 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 Customer as appropriate.

WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule	
Milestone	Milestone Date
Start Date	No later than fifteen (15) Days after the issuance of the payment to Contractor for the Funding Date Payment Milestone for Work Order #1 and receipt of Exhibit H documentation
Major Equipment Ordering	Start Date + 1 week

WORK ORDER PRICE

The Work Order Price for the Major Equipment Procurement (Work Order # 1) is:

Work Order Price Amount: **\$ 1,859,016**

The Work Order Price is payable to Contractor as set forth in Section 3.1 of the Agreement.

PROGRESS PAYMENT SCHEDULE

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

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Funding Date	10%
Major Equipment Ordering	90%

PERFORMANCE AND PAYMENT BONDS

Contractor shall provide evidence of the following bonds to Customer:

- Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to Customer, 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
- Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to Customer, 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 Bond 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, Customer 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 C

Work Order #2

Murdock Elementary, Willows Intermediate School and Willows High School Solar Installations

This scope of work is intended to define the requirements which will form the basis of complete photovoltaic power systems ("System") at Murdock Elementary located at 655 W. French Street, Willows CA, Willows Intermediate School located at 1145 W. Cedar Street, Willows CA and Willows High School located at 203 N. Murdock Avenue, Willows CA.

This Work Order includes the following:

- Solar Plant Scope of Work
- General Clarifications & Qualifications to Scope of Work
- Exclusions
- Work Order Milestones
- Work Order Price
- Progress Payment Schedule
- Performance and Payment Bonds
- Conceptual Layout Drawings

SOLAR PLANT SCOPE OF WORK

General

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

Solar System Summary

The Murdock Elementary solar installation will include one (1) electricity grid-connected photovoltaic system with a rated capacity of 106.20 kW-DC-STC. The installation will consist of 20 degree fixed tilt, ground mounted array. The photovoltaic system is expected to supply approximately 160,200 kWh of electricity to the grid in the first year. Please see attached drawing for System layout and performance.

The Willows Intermediate School solar installation will include one (1) electricity grid-connected photovoltaic system with a rated capacity of 135.7 kW-DC-STC. The installation will consist of 20 degree fixed tilt, ground mounted array. The photovoltaic system is expected to supply approximately 200,764 kWh of electricity to the grid in the first year. Please see attached drawing for System layout and performance.

The Willows High School solar installation will include one (1) electricity grid-connected photovoltaic system with a rated capacity of 200.6 kW-DC-STC. The installation will consist of 10 degree fixed tilt, shade structure mounted array. The photovoltaic system is expected to supply approximately 293,760 kWh of electricity to the grid in the first year. Please see attached drawing for System layout and performance.

In general, the System will consist of the following:

- PV modules
- PV module support system
- Ground mount and/or shade structures
- Combiner boxes
- Inverter(s)
- System electrical protection
- Electrical disconnects
- Switchgear
- Revenue grade AC metering
- Meteorological (MET) stations
- Control and monitoring systems
- Computer Monitoring for system information installed in main office (Customer to provide internet access)
- Outdoor rated equipment enclosures
- Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
- Equipment foundations
- Lighting
- Signage
- Six foot (6') security cyclone fence with access gates (ground mount systems and inverters)

Engineering Design Services

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

- A. Civil Engineering design, including the preparation of the following:
 - Site Plan
 - Geotechnical Report (if required)
- B. Structural Engineering Design, including:
 - Foundations and other structural concrete
 - PV module support structural design
 - Structural design calculations, as required
- C. Mechanical Systems design, as required.

D. Electrical Systems design, including:

- PV modules
- Inverter
- DC combiners, disconnects, fuses, and wiring
- AC breakers and disconnects
- Revenue metering
- Enclosures, conduit, and wiring
- Communications and control systems as described herein
- All other electrical systems such as lighting
-

Permits

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

Applicable Permits include:

- General Construction and Building Permits as required by the California Department of General Services Division of the State Architect
- DSA review and approval of shade structure, roof or parking lot mounted array(s)
- Fire Marshal

Customer Permits include:

- CEQA compliance
- All other permits required for construction of the System, except for Applicable Permits
- Title 24 Exemption per DSA IR 16-8 (ground mount systems)

Procurement

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

Construction Services

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

- A. Civil construction, including surveying, clearing, grubbing, tree removal, excavation, trenching, backfill, and fencing,
- B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures

- C. Mechanical construction (if required)
- D. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System
- E. Safety services, including on-site safety equipment, personnel training, and safety monitoring of all construction activities
- F. Support services, including Contractor's trailers, shaded worker rest areas, restroom facilities, and security
- G. Coordination with Customer staff for site access, laydown, and storage with minimal interference with school operations
- H. Operator training services
- I. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed
- J. Construction inspections, material verification, and testing as required
- K. Lawful disposal of all refuse, spoils, chemicals, and waste materials associated with construction activities
- L. Testing and start-up services for all electrical and control systems. Testing shall include all pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
- M. All miscellaneous consumable materials required to erect the System

Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the Customer for review and approval. Customer shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review Period"). To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate Customer comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. Contractor shall submit such revised documents to Customer for additional Design Review Periods until Customer approves such revised documents subject to the terms of the Agreement. All plans, designs, drawings, and specifications will be completed, submitted, and approved by the Customer prior to approval of Resolution per DSA IR 16-8.

The following list defines the Contract Documents that are required to be submitted by the Contractor for review and approval by the Customer.

- A. Facility drawing with Project improvements drawn to scale (Site Plan)
- B. Electrical design package including:
 - Single Line AC and DC diagrams
 - String and Combiner schematics
 - Communication, Monitoring and Control schematics
 - Electrical Circuit and Conduit schedule
 - Electrical Equipment installation plans
 - Lighting plan, if required

- Placard schedule
 - Equipment data sheets
- C. Structural Calculations package including:
- Ground structural elements for ground-mount systems
 - Equipment foundations and enclosures
 - Security fencing
- D. System energy production calculations based on Site Plan
- E. Quality Assurance / Quality Control plan
- F. Approved Applicable Permits
- G. Geotechnical report including Project applicable soil properties (if required)
- H. Project Schedule
- I. Environment, Health and Safety Plan
- J. Material verification and testing results including concrete, steel and soil
- K. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment
- L. System Operation and Maintenance manual (O&M plan)
- M. As-Builts (Record Drawings)
- N. Professional Engineer Wet Stamps and signatures on final design documents:
 - Electrical Design package
 - Structural Calculation package
- O. Documentation support required for California Solar Initiative (CSI) rebate program

Manufacturer Warranties

Contractor shall procure and assign to Customer warranties from the equipment manufacturers (the “Manufacturer Warranty”) to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Except as expressly provided in this Agreement, Contractor’s obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to Customer the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and Customer shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

Manufacturers shall provide the following warranties:

- a. Inverters shall have a twenty (20) year standard Manufacturer Warranty.
- b. PV modules shall have the following standard Manufacturer Warranties:
 - i. Ten (10) year material and workmanship warranty;
 - ii. Twenty-five (25) year linear power output warranty starting at 97% and degrading to eighty percent (80%) of rated nominal power output.
- c. Meters shall have a one (1) year standard Manufacturer Warranty.

Performance Test

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

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

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

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

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

The following additional definitions apply to the System Performance Test:

- “Actual System Power Output” means the AC kilowatt hour output of the System measured at the revenue meter at the Site adjusted for Standard Test Conditions, ancillary loads, System losses, and ambient conditions.
- “Nameplate Rated Capacity” means the total Nameplate Rated Capacity (kW-DC-STC) as calculated by adding the PV module nameplate ratings at Standard Test Conditions (STC) for all of the PV modules in the System.
- “Standard Test Conditions (STC)” are defined as the following:
 - Irradiance in the plane of the array (average module tilt angle and orientation of the System) of 1,000 W/m².
 - 25°C module cell operating temperature as measured at the back surface or cell of the module.
 - Air Mass (AM) of 1.5.
- “Test Period” means a qualified period of time following Substantial Completion during which the Actual System Power Output and ambient conditions are measured and recorded. The Test Period shall consist of at least five (5) valid days. A day is considered valid if a wide distribution of data is collected over the range of insolation values from

200 to 1000 W/m². Each day shall have an adequate number (320 minimum) of valid data points in both the morning and afternoon.

A successful test will demonstrate that the Actual System Power Output equals or exceeds **ninety-five percent (95%)** of the Nameplate Rated Capacity. If the Actual System Power Output does not meet this criteria, the Contractor shall investigate the System for defects, make any necessary corrections, and retest the System to achieve a successful Performance Test.

Customer Responsibilities

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

- The Customer shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in Customer's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in Customer's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in Customer's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.
- Customer shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
- Customer shall make water source available at the Site for construction water;
- Customer shall obtain the Customer Permits;
- Customer shall be responsible for hiring and paying for a Division of State Architect certified Inspector of Record;
- Customer shall select its own personnel so that it is present at the date of Substantial Completion;
- Customer shall pay for and provide communication access for system monitoring;
- Customer shall pay for all taxes, fees, and costs required to obtain all Applicable and Customer Permits;
- Customer shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
- Customer shall be responsible for operating the System from and after Substantial Completion.

GENERAL CLARIFICATIONS AND QUALIFICATIONS TO SCOPE OF WORK

- Work Order Price assumes one (1) review cycle by Customer of the preliminary layout drawings, one (1) review cycle by Customer of final design drawings, and one (1) final set of design drawings delivered to Customer in electronic format and hard copy.
- Schedule assumes Customer will review and provide comments on drawings within 10 business days.
- Work Order Price is based on code approved conduit and wiring methods.
- Work Order Price assumes that the Contractor will not encounter any Rock or water during trenching and excavating.
- Wiring from PV panels to combiners is USE cable.
- Grounding as required by NEC.
- AC and DC wiring to be aluminum where possible.
- Work Order Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price. Any increases in pricing which would have an effect on the Work Order Price for the Project shall be approved by Customer, which approval shall be given within ten (10) Business Days, prior to the ordering of Equipment or proceeding with the Work that would be affected by such an increase.
- Work Order Price is based on site parking available to all Contractor and Subcontractor employees.
- Work Order Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00PM except for shut down and utility tie-in of the System. Work Order Price is based on two (2) Saturday work days for shut down and utility tie-in of the System. Customer shall not be responsible for any increases in Work Order Price which result from overtime or weekend work required to finish the Project according to the Work Order Milestone Schedule in each Work Order or for any delays, which are not caused by or the fault of Customer, except as set forth in Section 2.9 of the Agreement.
- Work Order Price is based on the final system designs adhering to the conceptual layout drawings provided in this Work Order.

EXCLUSIONS

The Work excludes the following:

- Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.
- Upgrade of the existing site electrical service capacity, if required.
- Any upgrades to existing parking lots, sidewalks, etc.
- Drill hole casing, water mitigation, or Rock drilling.
- Hazardous material abatement and/or removal of any kind.
- Division of State Architect (DSA) Plan Check Fees.
- Inspector of Record fees.

- Storm Water Pollution Prevention Plan (SWPPP).
- Americans with Disabilities Act (ADA) improvements.
- California Solar Initiative (CSI) Incentive application fees.
- Tree Mitigation Costs.
- String level monitoring.
- Relocation and modification of underground utilities.
- Premium time (except for utility tie-in) due to a change by Customer in the availability of the Site for the Work.
- Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction.
- Asphalt (fog, coating, and striping)
- Operation and Maintenance services.
- Other Fees that are not the responsibility of Contractor under this Agreement (plan check, utility permits, parking, etc.).
- Repair of any preexisting electrical distribution problems.
- Any items not specified in this scope.

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

WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule	
Milestone	Milestone Date
Start Date	No later than fifteen (15) Days after the issuance of the payment to Contractor for the Funding Date Payment Milestone for Work Order #2 and receipt of Exhibit H documentation.
Construction Mobilization	Start Date + 12 weeks
Substantial Completion	Start Date + 26 weeks
Final Completion	Start Date + 32 weeks

WORK ORDER PRICE

The Work Order Price for the Solar Installations (Work Order # 2), is:

Work Order Price Amount: \$ 1,531,259

The Work Order Price is payable to Contractor as set forth in Section 3 of the Agreement.

PROGRESS PAYMENT SCHEDULE

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

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Funding Date	10%
Construction Mobilization	25%
Progress Payments	50%
Substantial Completion	10%
Final Completion	5%

PERFORMANCE AND PAYMENT BONDS

Contractor shall provide evidence of the following bonds to Customer:

- Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to Customer, 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
- Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to Customer, 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 Bond 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, Customer or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

Conceptual Layout Drawings

EXHIBIT C

Work Order #3 Murdock Elementary, Willows Intermediate School and Willows High School Energy Conservation Measures

This scope of Work defines the requirements which will form the basis of the Energy Conservation measures (ECM) improvements at the Sites Listed in this Work Order #3.

This Work Order includes the following:

- Energy Conservation Measures Scope of Work
- Work Order Milestones
- Work Order Price
- Progress Payment Schedule
- Performance and Payment Bonds

ENERGY CONSERVATION MEASURES SCOPE OF WORK

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 June 2012 through May 2013. The Baseline data takes into consideration the quantity of facilities and size; 2012/2013 building operational schedules; 2012/2013 School Calendar and 2012/2013 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.

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.

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.

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:

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

Where,

<i>Existing Watts</i> –	Wattage rating for the existing (Baseline) light fixture
<i>New Watts</i> –	Wattage rating for the existing light fixture
<i>Hours/Year</i> –	Annual number of “burn-hours” (estimated at 2,000 hr/yr for the District Office, 1,850 hr/yr for Willows High School and 1,650 hr/yr for all other sites)
<i>Utility Rate</i> –	Actual composite utility rate, \\$/kWh
<i>N</i> –	Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (4) sites have 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 4th 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 compact fluorescent lamps and or new compact fluorescent fixtures.

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

All exit signs included in this project will be retrofitted with new L.E.D. exit sign kits.

All incandescent exterior lighting included in this project will be replaced with either compact fluorescent lamps and or new compact fluorescent fixtures.

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 maximizing 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.

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

District Office, 823 West Laurel Street, Willows, CA 95988

ITEMIZED SCOPE OF WORK		
Existing	Proposed	QTY
4L F32T8/32W W/ EB	4L FO32/25W/850XP/SS (1) QHE4X32UNV/ISL	17
2L F32T8/32W W/ EB	2L FO32/25W/850XP/SS (1) QHE2X32UNV/ISL	57
2L F32T8/32W W/ EB	2L FO32/850/XP/SS (Tandem Wire) QHE4X32UNV/ISL	64
FC12T9 DRUM	NEW 1L CF26 DRUM FIXTURE	7
50W HID	NEW 1L26W CF FLOOD	1
70W HID	NEW 1L CF42D/TE/IN 8X8"VAN PROOF CANOPY	20
100W HID	NEW 1L CF42D/TE/IN MINI WALLPACK	1
70W HID	NEW 1L CF42D/TE/IN SMALL WALLPACK WITH PHOTOCELL	4

100W HID	NEW 1L 42W CF FLOOD		1
NEW WRAP LENS	WRAP LENS		2
NEW PRISMATIC LENS	2X4 PRISMATIC LENS		20
250HID	150PULSE START RETRO		5

Murdock Elementary School, 655 West French Street, Willows, CA 95988

ITEMIZED SCOPE OF WORK		
Existing	Proposed	QTY
1L F34T12 W/ MB	1L FO32/25W/850XP/SS (1) QHE1X32UNV/ISL	4
4L F32T8/32W W/ EB	4L FO32/25W/850XP/SS (1) QHE4X32UNV/ISL	5
3L F32T8/32W W/ EB	2L FO32/25W/850XP/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS	67
2L F32T8/32W W/ EB	2L FO32/25W/850XP/SS (1) QHE2X32UNV/ISL	172
2L F32T8/32W W/ EB	2L FO32/25W/850XP/SS (Tandem Wire) QHE4X32UNV/ISL	482
2L FO96 WRAP	NEW 2L 1X4 WRAP	1
FC12T9 DRUM	NEW 1L CF26 DRUM FIXTURE	1
60 INC.	NEW 1L CF26DD/E SMALL WALLPACK WITH PHOTOCELL	8
70W HID	NEW 1L CF26DD/E SMALL WALLPACK WITH PHOTOCELL	28
70W HID	NEW 1L 42W CF FLOOD	2
NEW WRAP LENS	WRAP LENS	10
NEW PRISMATIC LENS	2X4 PRISMATIC LENS	67
60WINC.	1L CF13EL/3000	2
100W INC	1L CF23	8

Willows Middle School, 1145 West Cedar Street, Willows, CA 95988

ITEMIZED SCOPE OF WORK		
Existing	Proposed	QTY
4L F34T12 W/ MB	4L FO32/25W/850/XP/SS (1) QHE4X32UNV/ISL	1
2L F34T12 W/ MB	2L FO32/25W/850XP/SS (1) QHE2X32UNV/ISL	1
4L F32T8/32W W/ EB	4L FO32/25W/850XP/SS (1) QHE4X32UNV/ISL	2
3L F32T8/32W W/ EB	2L FO32/25W/850XP/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS	10
2L F32T8/32W W/ EB	2L FO32/25W/850XP/SS (1) QHE2X32UNV/ISL	363
2L F32T8/32W W/ EB	2L FO32/25W/850XP/SS (Tandem Wire) QHE4X32UNV/ISL	330
250W HID	NEW 3L FP54T5 W / WIRE GUARD	35
65W INCAN	NEW 2L CF13DS ENTRY LIGHT	4

50W HID	NEW 1L CF26DD/E SMALL WALLPACK WITH PHOTOCELL	30
100W HID	NEW 1L 42W CF FLOOD	1
NEW WRAP LENS	WRAP LENS	4
NEW PRISMATIC LENS	2X4 PRISMATIC LENS	50
60W INC.	1L CF13EL/3000	9
400W HID	320 PULSE START RETRO	6

Willows High School, 203 North Murdock Avenue, Willows, CA 95988

ITEMIZED SCOPE OF WORK		
Existing	Proposed	QTY
4L F34T12 W/ MB	2L FO32/25W/850/XP/SS (Tandem Wire) QHE4X32UNV/ISL	1
2L F34T12 W/ MB	2L FO32/25W/850/XP/SS (1) QHE2X32UNV/ISL	4
4L F32T8/32W W/ EB	4L FO32/25W/850XP/SS (1) QHE4X32UNV/ISL	166
4L F32T8/32W W/ EB	2L FO32/25W/850XP/SS (1) QHE2X32UNV/ISL W/PF RTK-2X4-PRS	8
3L F32T8/32W W/ EB	3L FO32/25W/850/XP/SS (1) QHE3X32UNV/ISL	26
3L F32T8/32W W/ EB	2L FO32/25W/850XP/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS	16
2L F32T8/32W W/ EB	2L FO32/850/XP/SS (1) QHE2X32UNV/ISL	191
1L F32T8/32W W/ EB	1L FO32/25W/850XP/SS (1) QHE1X32UNV/ISL	40
2L FU40T12 U-LAMP W/ MB	3L FO17/850 (1) QHE3X32UNV/ISN W/PF RTK-2X2-PRS	5
2L F32T8/32W (Tandem Wire) W/ .5 EB	2L FO32/25W/850/XP/SS (Tandem Wire) QHE4X32UNV/ISL	502
2L F96T8 W/ EB	4L FO32/25W/850/XP/SS (1) QHE4X32UNV/ISL W/KIT	62
8L 8' PENDANT	NEW 8' WRAP 4L FO28/850XP (1) QHE4X32UNV/ISN	8
2L F96T12HO	NEW 8' STRIP 4L FO28/850XP (1) QHE4X32UNV/ISN	1
2L F96T8STRIP	NEW 4L 8' STRIP W/WIRE GUARD	6
2L F96T8PENDANT	NEW 4L 8' WRAP	63
400W HID	NEW 4L FP54T5 WRAP W/ PRISMATIC LENS	16
FC12T9 CIRLINE	NEW 1L CF26D/TE/IN INDOOR DRUM FIXTURE	14
60W INC.	NEW 1L CF26DD/E SMALL WALLPACK	4
100W HID	NEW 1L CF42D/TE/IN MINI WALLPACK	8
70W HID	NEW 1L CF26DD/E SMALL WALLPACK WITH PHOTOCELL	13
150W HID	NEW 2L CF42D/TE/IN MED WALLPACK	15
100W HID	NEW 1L 42W CF FLOOD	8
150W HID FLOOD	NEW 1L 84W CF FLOOD	1
250W HID MERC	NEW 1L 84W CF FLOOD	1
NEW WRAP LENS	WRAP LENS	20
NEW PRISMATIC LENS	2X4 PRISMATIC LENS	50
100W INC.	1L CF23	22
50W20TRACK	1L CF14EL/R20/2700	1
300W INC.	1L CF23PAR38/3000	4

60W INC	1L CF23		7
400W HID	320 PULSE START RETRO		4
2L F32T8 PENDANT	NEW 2L 1X4 WRAP		7

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 (4th 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.
- 4L FP54T5Wrap
4 Lamp, Fluorescent Pentron, lamp wattage, 5/8" diameter Lamp, Wrap lens
- RTK Reflector model
- PRS Prismatic Lens
- PF Precision Fluorescent (Brand Name)
- INC Standard Incandescent style lamp
- LED A Exit sign retrofit using Light Emitting Diode technology
- EB Electronic Ballast
- ESB Energy Saving Ballast
- ESL Energy Saving Lamp (Fluorescent)
- T-5 High Efficient 5/8" diameter lamp
- 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
- Wrap A type of fluorescent fixture, surfaced mounted with a "wrap around lens"
- Strip A type of fluorescent fixture, surfaced mounted with no lens
- Troffer A type of fluorescent fixture, Recessed inside a T-Bar style ceiling
- Pendant A type of fluorescent fixture, suspended from the ceiling
- High Bay Any building with an interior height above 15 – 18 feet, typically a gymnasium or multipurpose building.
- Wire Guard A device affixed to lighting fixtures to prevent damage to the lamps
- TDM Two or more fixtures wired to one ballast
- MH Metal Halide
- PS Pulse Start
- □PS High Pressure Sodium lamp
- MP Metalarc Pro-Tech lamp

- MS Super Metalarc Lamp
- PC Photocell
- Flood A type of exterior lighting fixture possessing directional capabilities.

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.

HVAC MECHANICAL SCOPE OF WORK

Basis of Design and Engineering

The intent of this project is to reduce Customer's utility costs and operational expenses by replacing the existing HVAC equipment with new high energy efficient units.

As requested, Contractor will be replacing the existing outdated mechanical systems and system components, as shown in Work Order #3. The existing air and water distribution systems, electrical connections, and other existing HVAC systems' components will be re-used.

The Scope of Work Order #3 has been reviewed by a licensed Structural Engineer (as required by Division of State Architect) and no existing building structural elements will be affected by the replacement HVAC systems. According to State of California Division of State Architect Office of Regulation Service Policy #97-08, IR A-10 (Exemption from DSA Approval document, issued on 01/24/12) and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems replacement only. Therefore, approval from Department of State Architect is exempted for the HVAC replacements based on the considered herein reasons. Contractor will provide Customer with a letter from the Structural Engineer setting forth findings regarding exemption of the scope of Work in Work Order #3 from DSA review.

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

It is Contractor's intent to maximally re-use the existing air distribution systems (ductwork and grilles), electrical connections and gas lines and other existing HVAC systems' components. It is assumed that these system components to be re-used are in good operational order.

The selections of the new HVAC equipment for rooms 301, 302 & 303 are based on the following main design parameters for the cooling/heating load calculations:

- Outdoor design temperatures are (Title 24 required climate data for Willows, CA):
100° F DB / 70° F WB – Summer
28° F DB - Winter
- Bldg. Structure U-values: walls – estimated for various existing structures.
- Lighting load was estimated at 1.4 W/Sq. ft.
- Computer loads are estimated at 1.25 W/sq.ft (one computer per classroom).
- Outside air requirements are per Title-24.
- Zone temperature settings are:
75° F – Occupied Cooling
90° F – Unoccupied Cooling
70° F – Occupied Heating
50° F – Unoccupied Heating

Contractor will use the current Uniform Building Code (UBC), California Uniform Plumbing Code (UPC), California Uniform Mechanical Code (UMC), the National Electrical Code (NEC), and Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

Mechanical Scope of Work

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

- Provide necessary rigging and trucking of new equipment to the project site.
- Provide and install new split system type units as detailed below.
- Provide all sheetmetal as needed to connect new unit to existing opening.
- Furnish all refrigerant lines as needed for the split systems.
- Install new flue pipe for the split system furnaces.
- Furnish and install weather tight sealant on all seams, joints and connections to ensure full weather seal.
- Reconnect electrical to all new equipment with new disconnects, as needed.
- Install 7-day programmable thermostats for all new split systems.
- We will reuse the existing cabinets in classrooms 301, 302 & 303. The customer will paint the cabinets, as needed.
- Supply and install a new hot water pump at the High School. The new pump will be ordered using the existing submittals and selections as the original pump.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Clean all areas daily as new work is completed.
- One year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of all new HVAC units are listed below:

Proposed Equipment							
Location	Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
Willows Middle School	Classroom 303	1	6	G/E Split	Lennox	13 SEER	80%
Willows Middle School:	Classrooms 301 & 302	3	3	G/E Split	Lennox	13 SEER	80%
Murdock Elementary School	Kindergarten (classroom 503)	1	5	G/E Split	Lennox	13.0 EER	80%
Willows High School	Mechanical Room	1	2HP	Pump/Motor	B&G	N/A	N/A

Notes:

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

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 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. It is anticipated that the installation of mechanical systems will follow the Work Order Milestone Schedule provided below.

WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule	
Milestone	Milestone Date
Start Date	Effective Date
Construction Mobilization	Start Date + 4 weeks
Substantial Completion	Start Date + 20 weeks
Final Completion	Start Date + 24 weeks

WORK ORDER PRICE

The Work Order Price for the Energy Conservation Measures (Work Order # 3) is \$0.

Should this Agreement be terminated pursuant to Section 6.1(v) of this Agreement, the Work Order Price for the Energy Conservation Measures (Work Order # 3) shall be \$569,570.

PROGRESS PAYMENT SCHEDULE

The Work Order Price is \$0; therefore no Progress Payment Schedule is required.

Should this Agreement be terminated pursuant to Section 6.1(v) of this Agreement, the Progress Payment Schedule for the Energy Conservation Measures (Work Order # 3) shall be:

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Date the Funds are available for use by Customer	10%
Construction Mobilization	25%
Progress Payments	50%
Substantial Completion	10%
Final Completion	5%

PERFORMANCE AND PAYMENT BONDS

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

Should this Agreement be terminated pursuant to Section 6.1(v) of this Agreement, Contractor shall provide evidence of the following bonds to Customer:

- Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to Customer, 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
- Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to Customer, 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 Bond 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, Customer 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 D
NOT USED

[INTENTIONALLY LEFT BLANK]

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 coverages. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Customer as Additional Insured. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to Customer.
 - a. **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 disease on a per employee basis. Statutory limits are required for Workers' Compensation coverage. Any deductibles or self-insured retentions must be declared to and approved by Customer.
 - b. **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. Coverage shall be at least as broad as ISO Commercial General Liability coverage (Occurrence form CG0001). Any deductibles or self-insured retentions must be declared to and approved by Customer.
 - c. **Commercial Automobile Liability, Any Auto.** One Million Dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles. Coverage shall be at least as broad as ISO Form CA0001 covering Automobile Liability, code/symbol "1" (Any Auto). Any deductibles or self-insured retentions must be declared to and approved by Customer.
 - d. **Professional Liability Insurance.** The insurance shall cover Contractor and its design consultant(s) for One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. After completion of the contracted project, proof of ongoing coverage for design work must be provided to the Customer for a minimum of three years.
 - e. **Excess Coverage.** Excess coverage of Four Million Dollars (\$4,000,000) which shall apply with equal force and effect to each of the insureds listed above.
2. **Policy Endorsements.** Insurance coverages required to be maintained by Contractor under this Agreement shall:
 - a. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;

- b. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name Customer and others as may be reasonably required by Customer, as additional insureds; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of Customer 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. The General Liability Additional Insured coverage shall be provided in the form of Additional Insured endorsements (CG2038 0413 and CG2037 0413, or coverage at least as broad) which shall be endorsed to the Contractor's insurance policy.
- 3. Certificates and Endorsements. Contractor shall throughout the Agreement Term upon the Effective Date provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Exhibit E to Customer. Contractor shall provide documentation, including a certificate endorsed by Contractor's insurance company listing Customer as an additional insured. Contractor's insurance coverage shall be primary and noncontributing insurance in respect to the Customer and each of its respective assignees, affiliates, agents, officers, directors, employees, insurers or policy issuers. Any insurance or self insurance maintained by the Customer shall be excess of the Contractor's insurance and shall not contribute with it. A Primary and Noncontributory endorsement (CG2001 0413 or coverage at least as broad) shall be endorsed to the Contractor's insurance policy. Any Excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the Customer.

Customer Insurance Requirements

- 1. Required Coverages. Customer shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverages:
 - a. 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 disease on a per employee basis;
 - b. 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;
 - c. Commercial Automobile Liability, Any Auto. One Million Dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.

- d. Excess Coverage. 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 coverages required to be maintained by Customer under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
- 3. Certificates. Customer shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Exhibit E to Contractor upon Contractor's reasonable request.

EXHIBIT F

CERTIFICATE OF [SUBSTANTIAL][FINAL] COMPLETION AND ACCEPTANCE

The undersigned, _____ ("the Customer"), having its office at _____, having entered into the Facility Solutions Agreement ("Agreement") dated _____, 2013, with IEC Power, a California limited liability company ("IEC"), does hereby certify as follows:

1. I am authorized to issue this **[Substantial] [Final]** Completion Certificate on behalf of the Customer.
2. As of the date hereof, all the requirements for achievement of **[Substantial] [Final]** Completion pursuant to the Agreement have been met.
3. As of the date hereof, all the requirements for achievement of **[Substantial] [Final]** Completion of Work Order # **[have/have not]** been met.

ACCEPTANCE

Contractor:
Indoor Environmental Services

By: _____

Name: _____

Title: _____

Customer:
WILLOWS UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT G

LIST OF APPROVED EQUIPMENT SUPPLIERS

PV Module:

- Canadian Solar
- Yingli Green Energy
- Trina Solar
- SunPower
- Hyundai Heavy Industries
- Solon
- Kyocera Solar
- Sanyo Electric
- Samsung Electronics
- REC Solar
- SolarWorld
- Jinko Solar
- LG Electronics
- LDK Solar
- Mitsubishi Electric

Inverters:

- Advanced Energy Industries
- SMA America
- Satcon Technology
- Power One
- Xantrex Technology (Schneider Electric)
- Solectria Renewables

Monitoring and Data Collection Systems:

- Deck Monitoring
- Draker Laboratories
- Solar Magic
- PowerOne/Fat Spaniel
- Solectria Renewables
- Trimark Associates
- Applied Power Technologies
- Locus energy
- Also Energy
- Campbell Scientific

Pad Mount Distribution Transformers:

- Howard
- ABB
- Central Moloney
- Cooper

Lighting:

- Sylvania
- Precision/Paragon

TCP

HVAC:

- Lennox
- SK Steel
- Bell and Gossett

Honeywell

Slakey Bros

Cal Hydronics

EXHIBIT H

DOCUMENTS PROVIDED BY CUSTOMER

- Title Reports
- As-Built Plans
- MSDS Hazardous Materials Sheets and associated documentation for any Hazardous Material that Customer knows may be present onsite.

EXHBIT I

SITE PLANS FOR THREE SCHOOL SITES