

---

---

**ENERGY SERVICES AGREEMENT**

**BY AND BETWEEN**

**Willows Unified School District**

**AND**

**Compass Energy Solutions (CES)**

**THIS AGREEMENT**, entered into this 17th day of March 2022, ("Agreement") by and between WILLOWS UNIFIED SCHOOL DISTRICT, in accordance with California Government Code Section 4217.10-4217.18, having its principal place of business at 823 W Laurel St, Willows, CA 95988 (hereinafter referred to as "Customer") and COMPASS ENERGY SOLUTIONS (CES), [Compass Energy Solutions, LP, a Virginia Limited Partnership], having its principal place of business at 1811 Huguenot Rd. Suite 206, Midlothian, VA 23113 (hereinafter referred to as "Compass Energy Solutions"). The signatories of this Agreement will be collectively referred to as the "Parties".

**WHEREAS**, Willows Unified School District wishes Compass Energy Solutions to install filters, CO2 sensors and execute the Ventilation Assessment Project per the scope of work listed in Attachment A-D (the "Property") and Compass Energy Solutions wishes to so install equipment and take such actions;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

**SECTION 1 - Scope of Work**

- (a) CES shall furnish all labor, materials and equipment to perform all work required for the completion of the Scope of Work set forth in Attachment B, as such Scope of Work and such Attachment may be modified in accordance with this Agreement (the "System") at the Property. The System shall include installation of equipment and all services provided as described in Attachment B. Ownership and title of the System and all its components thereof shall be transferred to Willows Unified School District upon final acceptance of the installation and payment in full. Total Investment is **\$325,546.80**.
- (b) CES shall be responsible for disposal of all non-hazardous equipment and materials rendered useless as a result of the completion of the Scope of Work. Willows Unified School District shall arrange for the disposal of hazardous material, if any, as a result of the completion of the Scope of Work. Willows Unified School District acknowledges that the scope of work does not require CES to remediate, handle, store, treat, transport, encapsulate, dispose of, or arrange for the disposal of, any hazardous substance or material, no matter how defined, whether by Federal, State or local law or regulation.
- (c) CES shall comply with and obtain at its expense all licenses and permits required by Federal, State and local law in connection with the installation of the energy conservation measures ("ECMs") included in the Scope of Work. Notwithstanding the foregoing, Willows Unified School District shall be responsible for all taxes arising from or in connection with Willows Unified School District's participation in this Agreement and the benefits to Willows Unified School District hereunder. Willows Unified School District shall reimburse CES for any taxes, permits or fees not in effect on the date of this Agreement, but for which CES may become liable during the Term of this Agreement.

---

---

## **SECTION 2 - Compensation and Payment**

- (a) During the period beginning on the date of execution of this Agreement and continuing through the Date of Substantial Completion with respect to each Phase, Willows Unified School District will make monthly progress payments to CES based upon the portion of the project completed at the end of each month, as respectively provided for in each separate Attachment G which relates to the Phase for which payment is being made. Following the end of each month, during each construction period of this project, CES will provide a list in sufficient detail to reasonably identify the ECMs installed during that month. Thereafter, a Delivery and Acceptance Certificate in the form attached hereto as Attachment E-1 will be executed by Willows Unified School District during each month of the construction period for each Phase with respect to the ECMs or portion thereof, installed during the prior month. A final Delivery and Acceptance Certificate (Attachment E-2) shall be executed by Willows Unified School District upon Substantial Completion of the installation of the ECMs with respect to each Phase. Willows Unified School District shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, which shall be deemed approved by CES if Willows Unified School District has not taken action with respect to any Certificate within ten (10) days of its receipt thereof. For the purposes of this Agreement the term "Substantial Completion" shall mean that the subject ECM has been demonstrated by CES to be operating in a manner consistent with its manufacturer's intended use.
- (b) Amounts not paid to CES on the date specified in Attachment D shall accrue interest at the rate of one percent (1%) per month.

## **SECTION 3 - Security**

Ownership of and title to the ECMs referenced in each Delivery and Acceptance Certificate (Attachment E-1) will transfer to the Willows Unified School District only after: (a) the delivery of each such Delivery and Acceptance Certificate and Attachment E-1 by Willows Unified School District to, the execution and delivery of which shall not be unreasonably withheld or delayed, (b) receipt of the Final Delivery and Acceptance Certificate (Attachment E-2) from Willows Unified School District. The execution and delivery of which shall not be unreasonably withheld. c) completion of all Willows Unified School District's payment obligations to CES.

## **SECTION 4 - Schedule**

The Schedule for this Agreement shall begin on the date of receipt of the written Notice to Proceed. from Willows Unified School District in a form substantiality similar to Attachment F.

## **SECTION 5 - Right of Entry**

Willows Unified School District and CES shall mutually develop the work schedule. Willows Unified School District shall provide CES, and its employees, agents and subcontractors, full access to the Property for the purpose of fulfilling CES's obligations under this Agreement during the entire performance period.

## **SECTION 6 - Change in Work**

CES may propose changes in the Scope of Work described in Attachment B, including without limitation the types or quantities of ECMs to be installed, substantially in the form of Attachment D, the Change Order Form. Willows Unified School District shall not unreasonably withhold or delay approval of such change orders provided that the intent of the change is consistent with the original Scope of Work. Owner driven changes that impact scope, schedule or budget shall entitle CES to an additive change order to compensate for the added scope of work.

---

---

## **SECTION 7 - Warranties**

CES warrants that the installation services performed will be consistent with good workmanship and that such work will be free from defects in materials and workmanship for a period of one (1) year commencing on the date of the signed Final Delivery and Acceptance Certificate. Any manufacturer's warranties shall be assigned to Willows Unified School District to the extent allowed by the manufacturer. CES DOES NOT WARRANT THAT THE SYSTEM WILL ACHIEVE ANY SPECIFIC LEVEL OF ENERGY SAVINGS. EXCEPT AS PROVIDED ABOVE, CES MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, OR SUITABILITY FOR A PARTICULAR PURPOSE REGARDING (i) THE SYSTEM, ANY PORTION OF THE SYSTEM, OR SERVICES SUPPLIED BY CES HEREUNDER TO (ii) THE SYSTEM OR ANY PORTION THEREOF ACQUIRED BY THE WILLOWS UNIFIED SCHOOL DISTRICT UNDER THIS AGREEMENT.

## **SECTION 8 - Willows Unified School District Role**

- (a) Willows Unified School District shall be responsible for the handling, transportation and disposal of all hazardous waste materials in strict accordance with local, State and Federal regulations. CES's Scope is predicated on the viability of this project without the requirement for removal, encapsulation, or abatement of any hazardous substances or wastes (including, but not limited to, asbestos). In the event CES, its subcontractors, agents, or vendors encounter hazardous materials or substances (including, but not limited to, asbestos) during performance of the work, it shall take no action but shall notify Willows Unified School District of the presence of the hazardous material or substance, and await Willows Unified School District's remediation.
- (b) Protection: Willows Unified School District shall at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its other property.
- (c) Storage: Willows Unified School District will provide reasonable rent-free space for CES, or any of its subcontractors, to mobilize and store its supplies, tools and equipment during installation of the ECMs or other activities by CES within the Property pursuant to this Agreement for which such storage may be required. Said storage space shall be provided with locking capacity acceptable to CES. Only CES, or any of CES's subcontractors, and the Willows Unified School District's assigned personnel shall have access to the storage. Willows Unified School District assumes no responsibility nor will Willows Unified School District provide any additional security for the storage provided.

## **SECTION 9 - Defaults by Willows Unified School District and CES**

- (a) Willows Unified School District shall be in default under this Agreement upon the occurrence of any of the following:
  - (i) Willows Unified School District fails to remit payment when due any amount to under this Agreement and such failure continues for a period of ten (10) calendar days after notice of overdue payment;
  - (ii) Willows Unified School District fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) calendar days of receipt of notice of default, unless such failures and effects cannot be completely cured within thirty (30) calendar days after said written notice, in which case a default shall exist only if Willows Unified School District does not commence and diligently pursue to cure such failure and effects as soon as possible;
  - (iii) Willows Unified School District goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or

---

---

against the Willows Unified School District under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) calendar days; or

- (b) CES shall be in default under this Agreement upon the occurrence of the following:

CES fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure or effects of such failure within thirty (30) calendar days of receipt of written notice of default, unless such failure or effects cannot be completely cured within thirty (30) calendar days after said written notice, in which case a default shall exist only if CES does not commence and diligently pursue to cure such failure as soon as possible.

#### **SECTION 10 - Remedies for Defaults**

- (a) In the event Willows Unified School District defaults under this Agreement, CES may:

(i) may bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of direct damages, (including amounts past due), and/or bring an action in equity for specific performance; and

(ii) without recourse to legal process, CES may terminate this Agreement by delivery of written notice of termination.

- (b) In the event CES defaults under this Agreement, Willows Unified School District may terminate this Agreement and bring an action in law for direct damages.

#### **SECTION 11 - Dispute Resolution**

- (a) In the event of a dispute, controversy, or claim arising under or related to this Agreement, Willows Unified School District shall deliver a written notice setting forth in reasonable detail the matter in question to CES. Any complaint or dispute which cannot be settled by negotiation between the Parties within sixty (60) calendar days of such notice may upon the request of either party be submitted to mediation then arbitration pursuant to paragraph (b).

- (b) Any dispute, controversy, or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, shall, upon the request of any party, if not resolved under (a) above, be submitted to and settled by arbitration or mediation in conformance with the applicable commercial rules of the American Arbitration Association. Mediation shall be utilized prior to arbitration as the method to resolve a dispute. Any arbitration award rendered shall be final and conclusive on the parties, and a judgment therein may be entered only in a state or federal court having jurisdiction. The expense of mediation or arbitration shall be borne equally by the parties, provided that each party shall pay for and bear the cost of its own experts, evidence, and counsel.

- (c) No request for mediation, arbitration or pending arbitration shall suspend or otherwise affect the Willows Unified School District's obligation to timely pay any applicable invoices submitted by CES as provided in Section 2 .

#### **SECTION 12 - Reserved**

#### **SECTION 13 - Indemnification**

Each party shall indemnify and hold harmless the other party, its directors, officers, agents and employees from and against all damages, penalties, loss, claims, demands, suits, causes of action or expense (including attorney's fees) arising by reason of bodily injury or damage to third parties or their property to the extent caused by the physical negligence or willful act of the indemnifying party or any party for which it is legally responsible and not

---

---

caused by the negligence or willful act of the indemnified party or any party for which it is legally responsible.

#### **SECTION 14 - Limitation of Liability**

- (a) Except to the extent the Termination Amount (if any) may be found to include such amounts, without limitation, neither party shall be liable to the other for any consequential, indirect, special or incidental damages, whether based upon warranty, negligence, strict liability, contract, by operation of law, or otherwise.
- (b) Notwithstanding any other provision of this Agreement, CES, its officers, employees, agents, affiliates, or subcontractors' aggregate liability in contract, tort, or otherwise, without limitation, under this Agreement, shall in all cases be limited to the sum of the payments to be received by CES under Section 2 of this Agreement.

#### **SECTION 15 - Insurance**

- (a) Without limiting any of its obligations or liabilities under this Agreement, CES shall provide and maintain at its expense the following insurance coverages where reasonable market availability for such insurance exists:
  - (i) Workers' Compensation and Employer's Liability Insurance.
  - (ii) Comprehensive General Liability Insurance, including contractual: Bodily Injury per person, \$2 million; Bodily Injury per occurrence, \$2 million; Property Damage per occurrence, \$2 million; Personal Injury per occurrence, \$2 million.
  - (iii) Comprehensive automobile liability (including owned, non-owned and hired automotive equipment): Bodily Injury per person, \$2 million; Bodily Injury per occurrence, \$2 million; Property Damage per occurrence, \$2 million.
- (b) Without limiting any of its obligations or liabilities under this Agreement, Willows Unified School District will, at its expense, maintain at all times during the Term of this Agreement, fire and extended coverage, public liability and product damage insurance with respect to the System and all its components thereof in such amounts, covering such risks, and with such insurers as shall be satisfactory to CES. CES shall be designated a named additional insured on such policies, and its interests shall be primary to any insurance it procures.

#### **SECTION 16 - Agreement Interpretation and Performance**

The interpretation and performance of this Agreement, and the interpretation and enforcement of the rights of the Parties hereunder, shall be in accordance with and controlled by the laws of the State of California. In the event of any ambiguity or conflict in meaning, the terms of this Agreement shall not be construed against the drafting Party based upon that Party's having drafted this Agreement. All lawsuits commenced under this Agreement shall be brought in that State Court having jurisdiction over matters arising in the county in which this contract shall be performed.

#### **SECTION 17 - Privileged and Proprietary Information**

CES's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the terms of the Agreement for this Project shall be considered privileged and proprietary information. Willows Unified School District shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. Willows Unified School District shall not disclose such proprietary information without the express written consent of an officer of CES unless required to do so by statute or regulation.

---

---

When any request for disclosure of such information is made under any applicable freedom of information law ("FOIL"), Willows Unified School District will provide prompt verbal and written notice to CES such that CES will have the opportunity to timely object under FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Willows Unified School District is required to make a filing with any agency or other governmental body, which includes such information, Willows Unified School District shall notify CES and cooperate with CES in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Willows Unified School District be permitted to redact portions of such information, as CES may designate, from that portion of said filing which is to be made available to the public.

#### **SECTION 18 - Severability**

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

#### **SECTION 19 - Assignments and Subcontracting**

- (a) CES may elect to use subcontractors of its selection in meeting its obligations hereunder.
- (b) CES shall not assign this Agreement in whole or in part to any other party without first obtaining the consent of Willows Unified School District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CES may assign, without obtaining the consent of Willows Unified School District, its rights and obligations under this Agreement in whole or in part to any affiliated or associated company of CES and its rights under this Agreement to any financial institution, lender or investor in connection with a leasing or financing arrangement for the System. CES will notify Willows Unified School District thirty (30) calendar days prior to any such assignment.

#### **SECTION 20 - Waiver**

The failure of either Party, at any time or times, to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to future enforcement of that right or obligation, or any other right or obligation under this Agreement.

#### **SECTION 21 - Force Majeure**

(a) If either Party shall be unable to carry out any part of its obligations under this Agreement (except Willows Unified School District's obligation to make payments when due) owing to causes beyond its control ("Force Majeure"), including, but not limited to, an act of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States or any state or any of their departments, agencies, or officials, or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, or explosion or nuclear emergency, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:

- (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
- (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- (iii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;

---

---

(iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and

(v) the Term of this Agreement, at CES's option, shall be extended for a period equal to the number of days that the Force Majeure prevented the non-performing Party from performing.

- (c) Any decision by Willows Unified School District to close or change the use of the facilities at the Property shall not constitute a Force Majeure excusing Willows Unified School District's performance under this Agreement.

## **SECTION 22 - Contract Documents**

- (a) Upon execution of this Agreement by both Parties, this Agreement will become the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, prior agreements and all other communication, oral or written, between the Parties relating to the subject matter of this Agreement.
- (b) Headings are for the convenience of reference only and are not to be construed as a part of the Agreement.
- (c) In addition to any other legal effect intended by the signature of Willows Unified School District on this Agreement, such signature also constitutes representation by Willows Unified School District that the individual signing on behalf of Willows Unified School District is authorized to bind Willows Unified School District as provided under this Agreement.

## **SECTION 23 – Independent Contractor**

Nothing in this Agreement shall be construed as reserving to Willows Unified School District any right to exercise any control over or to direct in any respect the conduct or management of business or operations of CES on the Property. The entire control or direction of such business and operations shall be in and shall remain in CES, subject only to CES's performance of its obligations under this Agreement. Neither CES nor any person performing any duties or engaged in any work on the Property on behalf of CES shall be deemed an employee or agent of Willows Unified School District.

Willows Unified School District and CES are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

## **SECTION 24 - Notices**

All notices and other communication under this Agreement (other than regularly scheduled monthly payments) shall be deemed properly given upon receipt if delivered in person or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

**To CES:**

Compass Energy Solutions LP  
1811 Huguenot Rd #206  
Midlothian, VA 23113  
Attention: Fred Ghahramani, President

**To WILLOWS UNIFIED SCHOOL DISTRICT:**

Willows Unified School District  
823 W. Laurel Street  
Willows, CA 95988  
Attention: Emmett Koerperich, Superintendent

Either Party may change such address from time to time by written notice to the other Party.

---

---

**SECTION 25 - Third Party Beneficiaries**

Except as may be specifically provided for in this Agreement, the Parties hereto do not intend to create any rights for, or grant any remedies to, any third-party beneficiary of this Agreement.

**SECTION 26 - Representations and Warranties**

Each Party warrants and represents to the other that:

- (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) Its execution, delivery and performance of this Agreement have been duly authorized by, or are in accordance with, as to CES, its organic instruments and, as to Willows Unified School District, by all requisite municipal, board, or other action and are not in breach of any applicable law, code or regulation; this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;
- (c) Its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.
- (e) The persons executing this Agreement are fully authorized by law to do so.
- (f) In addition, Willows Unified School District warrants and represents to CES that Willows Unified School District has obtained or shall obtain all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement.

**SECTION 27 - Notifications of Governmental Action - Occupational Safety and Health**

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of federal, state or local law, relating in any way to the undertakings of either Party under this Agreement.

**SECTION 28 - References**

Unless otherwise stated all references to a particular Attachment or to Attachments herein are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section shall refer to a Section of this Agreement unless this Agreement specifically provides otherwise.



---

---

**SECTION 29 - Approval**

This Agreement shall not be executory until all necessary State or local approvals are obtained.

**IN WITNESS WHEREOF**, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

**WILLOWS UNIFIED SCHOOL DISTRICT**



\_\_\_\_\_  
Emmett Koerperich  
Superintendent

Date: March 17, 2022

**Compass Energy Solutions**

\_\_\_\_\_  
(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Date: \_\_\_\_\_

---

---

**ATTACHMENTS:**

**ATTACHMENT A - PROPERTY DESCRIPTION**

**ATTACHMENT B – DESCRIPTION OF THE SYSTEM**

**ATTACHMENT C – SCHEDULE OF PAYMENTS**

**ATTACHMENT D – CHANGE ORDER FORM**

**ATTACHMENT E-1, E-2 - DELIVERY AND ACCEPTANCE CERTIFICATES**

**ATTACHMENT F – NOTICE TO PROCEED**

**ATTACHMENT G – PERFORMANCE SCHEDULE**

---

---

## **ATTACHMENT A**

### **PROPERTY DESCRIPTION**

The following facilities, areas and operations at the Willows Unified School District's facilities are included in the Scope of Work detailed in Attachment B and, for the purposes of this Agreement, constitute the Property:

Willows High School  
203 N Murdock Ave  
Willows, CA 95988

Willows Intermediate School  
1145 W Cedar St  
Willows, CA 95988

Murdock Elementary  
655 W French St  
Willows, CA 95988

Willows Community High School  
823 W laurel St  
Willows, CA 95988

---

---

## **ATTACHMENT B**

### **DESCRIPTION OF THE SYSTEM**

The following pages provide a description of the System to be installed by CES at the Property. Completion of the Scope of Work is subject to change if CES discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate.

(See Attached Scope of Work breakdown per school)

---

---

**ATTACHMENT C**

**SCHEDULE OF PAYMENTS**

---

---

# ATTACHMENT D

## CHANGE ORDER FORM

(Request & Agreement for Change in Plans and/or Specifications and/or Contract)

Change Request No. \_\_\_\_\_

Willows Unified School District: \_\_\_\_\_

Department: \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Site: \_\_\_\_\_

Title: \_\_\_\_\_

### I. REQUEST

Date: \_\_\_\_\_

(a) Requested by \_\_\_\_\_ Of \_\_\_\_\_

(b) Description of change \_\_\_\_\_  
\_\_\_\_\_

### II. CES's AGREEMENT

For all costs involved in this change including extensions of time herein requested CES proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

Cost Plus Basis

"Not-to-exceed"

(Computed in accordance with provisions  
of this Agreement)

If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted in writing.

An extension of contract time of \_\_\_\_\_ calendar days to \_\_\_\_\_ is requested.

COMPASS ENERGY SOLUTIONS \_\_\_\_\_ by \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

WILLOWS UNIFIED SCHOOL DISTRICT APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Award	\$
Willows Unified School District _____	Previous Additions \$
Previous Deductions	\$
By: _____	Net Total \$
Title: _____	This Change \$
Total	\$

---

---

# ATTACHMENT E-1

## DELIVERY AND ACCEPTANCE CERTIFICATE

### UPON SUBSTANTIAL COMPLETION

Willows Unified School District hereby acknowledges receipt of that portion of the Energy Conservation Measures (the "ECMs") described in the applicable Attachment B to the Energy Services Agreement (the "Agreement") between Willows Unified School District and CES, as fully completed and, in all respects, fully operable condition, which are listed and attached hereto. Willows Unified School District hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. Willows Unified School District agrees to make the required payment(s) to CES as set forth in Section 2 and Attachment C of the Agreement.

Date Accepted by Willows Unified School District: \_\_\_\_\_

Accepted for: **Willows Unified School District**

Accepted by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Note: ECMs to which this Delivery and Acceptance Certificate relates is attached hereto as Schedule E-1.

---

---

## ATTACHMENT E-2

### FINAL DELIVERY AND ACCEPTANCE CERTIFICATE UPON SUBSTANTIAL COMPLETION

Willows Unified School District hereby acknowledges receipt of all Energy Conservation Measures (the "ECMs") described in the applicable Attachment B to the Energy Services Agreement (the "Agreement") between Willows Unified School District and CES, as fully completed and, in all respects, fully operable condition. Willows Unified School District hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. Willows Unified School District agrees to make the required payment(s) to CES as set forth in Section 2 and Attachment C of the Agreement.

Date Accepted by Willows Unified School District: \_\_\_\_\_

Accepted for: **Willows Unified School District**

Accepted by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Note: ECMs to which this Delivery and Acceptance Certificate relates is attached hereto as Schedule E-2.



---

---

# ATTACHMENT F

## NOTICE TO PROCEED

Compass Energy Solutions  
Mr. Fred Ghahramani, President

**Subject: Notice to Proceed**

Dear Mr. Ghahramani:

In accordance with Section 4 of our Energy Services Agreement dated March 17, 2022, the Willows Unified School District hereby submits to CES this **Notice to Proceed** in relation to the Scope of Services defined in the aforementioned Agreement, Attachment B.

Sincerely,



---

**WILLOWS UNIFIED SCHOOL DISTRICT**

Emmett Koerperich  
(Name)

Date: March 17, 2022

Title: Superintendent

---

---

**ATTACHMENT G**  
**PERFORMANCE SCHEDULE**