

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

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This Construction Agreement (“Agreement”) is entered into as of April 25, 2024 (“Effective Date”), by and between the Oakland Unified School District, a California public school district (“District” or “Owner”) and Syserco Energy Solutions, Inc., California contractor’s license # 991301 (“Contractor”).

### RECITALS

A. District is undertaking an Energy Conservation Project (“Project”) at the following District site(s): 83 locations as detailed in **Exhibit A**, attached hereto and incorporated herein by reference (each a “Site”).

B. California Government Code section 4217.12 permits public agencies like the District to enter into an energy service contract (as defined in Government Code section 4217.11(f)) on terms that its governing body determines are in the best interest of the public agency if the determination is made at a regularly scheduled public hearing, notice of which is given at least two weeks in advance, and if the governing body finds that the anticipated cost to the public agency for conservation services provided under the energy service contract will be less than the anticipated marginal cost to the public agency of energy that would have been consumed by the public agency in the absence of the energy service contract.

C. Contractor is a company with experience and technical and management capabilities to provide for the discovery, design, engineering, procurement, installation, financing, maintenance, and monitoring of energy saving measures, solar power generation measures, and/or operations and maintenance cost reductions at facilities similar to Owner’s facilities.

D. Contractor has completed an Investment Grade Audit (“IGA”) of the District’s identified facilities, which IGA established a historical energy use baseline and identified facility improvement and energy conservation measures that address the District’s primary objectives, and prepared a project proposal in the form of an Energy Services Proposal (“Proposal”) for the District.

E. The District desires to reduce energy consumption and operational expenses through the installation of certain energy conservation/energy generation technologies, and the District desires for Contractor to perform certain energy conservation work as identified in this Contract, and Contractor desires to perform such work.

F. The District’s Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks’ advance notice of such hearing, made all findings required by Government Code section 4217.12 for the District to enter into this Contract.

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter contained and the foregoing recitals, the parties agree as follows:

1. Energy Savings.

In accordance with California Government Code section 4217.12, the parties anticipate that the Project will result in an estimated energy cost savings to the District. The savings will be generated by energy conservation measures ("ECMs") consisting of those measures described on **Exhibit A**. The savings cannot be guaranteed by the Contractor.

2. Compensation.

A. Contractor agrees to perform the construction services set forth in the Scope of Work, **Exhibit A**, and in accordance with the District's Construction Work Schedule and Site Provisions, as set forth in **Exhibit B**, attached hereto and incorporated herein by reference ("Work"). The District agrees to pay Contractor the Contract Sum of Twenty Million, Eight Hundred Ninety Thousand, Five Hundred Sixty-Six Dollars (**\$20,890,566.00**) ("Contract Sum") for work satisfactorily performed for the Project after receipt of properly documented and submitted Applications for Payment, and to make payments as provided in the General Conditions. The Contract Sum includes a 10% contingency. The Contract Sum has taken into account Contractor's IGA and shall not be changed for the existence of any circumstance that could have been reasonably foreseen by Contractor prior to the establishment of the Contract Sum.

B. **Change Order Contingency.** The Contract Sum includes a ten percent (10%) change order contingency, which shall only be used for unforeseen items relating to the Work that could not have been reasonably foreseen by Contractor prior to the establishment of the Contract Sum. Contractor shall not bill for or be due any portion of this sum unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the Contractor has prepared a mutually agreeable change order incorporating that work. District shall retain any unused amounts and Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from the contingency, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be

issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents if the contingency is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in the contingency that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

3. Design Services; Standard of Care.

Contractor further agrees to perform the design services as set forth in in the Scope of Work, attached here to as **Exhibit A**, which may include preparation of the Plans and Specifications for the Project, utilizing the services of a licensed architect and such licensed engineers ("Design Professionals") as may be necessary. Any such Plans and Specifications shall meet all of the requirements of the Scope of Work attached hereto as **Exhibit A**. If the approval of the Division of the State Architect ("DSA") is necessary for any portion of the design of the Project, Contractor shall obtain such approval as part of the Scope of Work. The Contractor agrees to perform such design services as expeditiously as is consistent with professional skill and care and the orderly progress of the District's Project.

All design services performed by the Contractor and its Design Professionals under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by Design Professionals in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the design services required by the District; and all such design services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, including any access requirements under state or federal law, including but not limited to the Americans with Disabilities Act ("ADA"). Contractor and its Design Professionals shall be responsible for the completeness and accuracy of any drawings, renderings, and specifications as may be required pursuant to the Scope of Work. The District shall have the right to add or delete from the Contractor's Scope of Work as it may deem necessary for the best interests of the Project and/or the District.

4. Contractor's Consultants.

Contractor shall submit, for written approval by the District, the names of any consultants that Contractor proposes to use in connection with its work under this Agreement. Nothing in this Agreement shall create any contractual relationship between the District and any consultants employed by the Contractor under the terms of this Agreement. Contractor's consultants shall be licensed to practice in California and have relevant experience with California school construction during the last five years.

5. Scope of Construction Work; Licensing.

Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and

appliances required, and to expeditiously perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project, all in strict compliance with the Plans and Specifications therefor and other contract documents relating thereto. The Contractor and the District agree that all of the documents listed in Article 1.1.1 of the General Conditions (which General Conditions are attached hereto as **Exhibit C**) form the Contract Documents, which form the Contract (as defined therein). In accordance with Section 3300 of the Public Contract Code, Contractor warrants and represents that Contractor has a Class B and C-10 license that it shall maintain in good standing for the duration of Contractor's work on the Project.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

6. Time to Complete and Liquidated Damages.

Time is of the essence in this Agreement, and it is important to the District to begin energy savings through each of the ECMs according to the Construction Work Schedule. All Work shall be completed by **June 30, 2026** the "Contract Time." Failure to Complete the Project within the time established herein and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages.

The site for the Contract will not be available to the Contractor for construction on the dates indicated in **Exhibit B**. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

The actual occurrence of damages and the actual amount of the damages which the District would suffer if the Work were not Completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages, which the District would suffer in the event of delay, include, but are not limited to, loss of the use of part or all of the Work, disruption of activities, costs of administration, supervision, and the loss and inconvenience suffered by the public.

Accordingly, the parties agree that **\$3,000 per calendar day** of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time as described above. Accordingly, the parties agree that the following amounts shall be the damages which the Owner shall directly incur for the specified failures of the Contractor.

If the Contractor becomes liable under this section, the District, in addition to all other remedies provided by law, shall have the right to withhold from any progress payments and withhold from any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. If the withholdings are not sufficient to discharge all liabilities of the Contractor incurred under this Agreement then the Contractor and its sureties shall continue to remain liable to the District for such liabilities until all such liabilities are satisfied in full.

If the District accepts any work or makes any payment under this Agreement after a default by reason of delays, then the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

7. Ownership of Documents.

All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor and its Design Professionals under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the current Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the current Project) under Education Code section 17316. If the District reuses such work and retains another certified design professional for the re-use, the District shall indemnify and hold harmless the Contractor and its Design Professionals from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

The Contractor will provide the District with a complete set of any reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor or its Design Professionals under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Contractor's files for a period of no less than three (3) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

8. Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor or its Design Professionals under this Agreement, not only as they relate or may relate to the current Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) under Education Code section 17316. The Contractor shall require its Design Professionals to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of the Design Professionals performed

under this Agreement. If the District reuses such work and retains another certified design professional for the re-use, the District shall indemnify and hold harmless the Contractor and its Design Professionals from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

9. Prevailing Wages.

The Project is a public work, and the Work shall be performed as a public work and pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof. The Director of the Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the District shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

This Project is subject to compliance monitoring and enforcement by the DIR in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the Project will use State funds. For any contract over Twenty-Five Thousand Dollars (\$25,000), in order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

10. Working Hours.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the District and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

11. Apprentices.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

12. DSA Oversight Process.

If any of the Project Scope is subject to DSA Oversight Process, the Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the District's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District's representatives, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with

the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

13. Indemnification and Insurance: Bonds.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, its governing board, officers, agents, trustees, and employees as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the performance and payment bonds required by the General Conditions. All bonds shall be submitted on the District's approved forms, which are attached hereto as Exhibits D and E, respectively.

14. Changes.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

15. Independent Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor shall be responsible for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Contractor's employees.

16. Tax Benefits.

Unless otherwise specified in this Contract, Contractor is solely entitled to claim tax benefits available under section 179D of the Internal Revenue Code (EPAct), or its successor.

17. Entire Agreement.

The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated



herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

18. Execution of Other Documents.

Contractor shall create a Final Binder according to the specifications outlined in **Exhibit F**. Two (2) hard copies and one (1) electronic copy shall be provided to the District. Delivery of the Final Binder is required for final payment of the Contract Sum. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

19. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

20. Binding Effect.

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

21. Severability; Governing Law; Choice of Forum.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Alameda County, subject to transfer of venue under applicable State law.

22. Amendments.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement or change order signed by the parties and approved or ratified by the District's Governing Board.

23. Assignment of Contract.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the District.

24. Written Notice.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

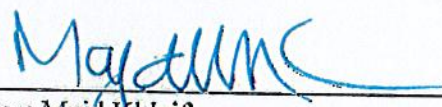
25. Project Labor Agreement, Local Hire, CalShape Provisions. Contractor shall comply with all provisions of the District's Project Labor Agreement and shall comply with the District's Local Business Utilization and Local Hire Policies. Contractor shall comply with applicable terms of the District's CalShape Grant Agreement.

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

OAKLAND UNIFIED SCHOOL DISTRICT

SYSERCO ENERGY SOLUTIONS, INC.  
A California Corporation


\_\_\_\_\_  
Benjamin Davis, President Date  
Board of Education


By   
Name: Majd Khleif  
Chief Executive Officer

\_\_\_\_\_  
Kyla Johnson-Trammell, Secretary Date  
And Superintendent, Board of Education

Date 4/2/2024

\_\_\_\_\_  
Preston Thomas, Chief Systems & Date  
Services Officer, Facilities Planning and Management

By   
Name: Derek Eggers  
President

Approved as to form:  4/3/24

\_\_\_\_\_  
OUSD Legal Counsel Date

Date 4/2/2024

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer, or

assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

**EXHIBIT A**  
**SCOPE OF WORK**

The Scope of Work shall include the following installation services (denoted with an X) to be performed at the District school sites listed in the chart below, along with additional services as specified by the District.

	School Name	Plug Load Controls	Lighting LED Retrofit	Transformer Replacement	Refrigeration Controls	CaISHAPE HVAC Ventilation Assessment + CO2 + Filters + CaISHAPE Contingency Funded Repairs	CaISHAPE Plumbing/Water Conservation
Full IGA	Allendale	X				X	X
	Bella Vista	X				X	X
	Bret Harte	X	X			X	X
	Elmhurst	X			X	X	X
	Fruitvale	X	X			X	X
	Lockwood (Futures)	X	X		X	X	X
	Global Family	X				X	X
Full IGA	Grass Valley	X	X			X	X
	Horace Mann	X				X	X
	Laurel	X	X			X	X
	Madison Park	X	X		X	X	X
	Madison Sobrante	X	X			X	X
	Manzanita (Community + CDC Seed)	X	X		X	X	X
	MLK	X	X			X	X
Full IGA	New Highland	X	X			X	X
	Oakland HS	X	X	X	X	X	X
	West Oakland MS	X				X	X
	Oakland Tech	X		X		X	X
	Skyline	X		X	X	X	X
	La Escuelita	X		X	X	X	X
CaISHAPE Only	United for Success (Calvin Simmons)		X			X	X
	Chabot		X			X	X
	Oakland International HS					X	X
	Prescott					X	X
	Westlake MS					X	X
	Dewey					X	X
	Metwest					X	X
	Roosevelt MS					X	X
	Garfield					X	X
	International Community School					X	X
CaISHAPE Only	Acorn					X	X
	Bridges					X	X
	Brookfield					X	X
	Burckhalter					X	X
	Castlemont					X	X
	Community Day					X	X
	CCPA					X	X
	East Oak Pride					X	X
Fremont HS					X	X	

[chart continued on following page]

CaISHAPE Only	Frick						X	X		
	Greenleaf						X	X		
	Howard ES						X	X		
	Rudsdale						X	X		
	Marlham						X	X		
	Esperanza (Stonehurst)						X	X		
	Hoover						X	X		
	Parker						X	X		
	McClmonds						X	X		
	Carl B Munck						X	X		
CaISHAPE Only	Claremont Middle						X	X		
	Cleveland ES						X	X		
	Community United						X	X		
	Crocker Highlands						X	X		
	Edna Brewer MS						X	X		
	Emerson ES						X	X		
	EnCompass Academy						X	X		
	Franklin ES						X	X		
	Korematsu						X	X		
	Hillcrest ES						X	X		
CaISHAPE Only	Home and Hospital						X	X		
	Sojourner Truth (Independent Study)						X	X		
	Joaquin Miller						X	X		
	LIFE Academy						X	X		
	Lincoln ES						X	X		
	Montclair						X	X		
	Montera						X	X		
	Peralta						X	X		
	Piedmont						X	X		
	Ralphe Bunche						X	X		
CaISHAPE Only	Reach Academy (Cox Academy)						X	X		
	Redwood Heights						X	X		
	Rise Community						X	X		
	Sankofa United						X	X		
	Sequoia ES						X	X		
	Street Academy						X	X		
	Think College Now						X	X		
	Thornhill ES						X	X		
	Urban Promise						X	X		
	Melrose Leadership (Maxwell Park)						X	X		
CaISHAPE Only	Oakland School of Language						X			
	Gateway to College (Laney)						X			
	Glenview ES						X			
	Infant and Preschool							X		
	Total Utility Energy Savings									\$ 1,034,809
Total O&M Savings									\$ 375,019	
CaISHAPE Grant SS	\$0	\$0	\$0	\$0	\$ 6,611,340	\$ 4,347,093			\$ 10,958,433	
PS&E Incentive	\$0	\$ 8,044	\$0	\$0	\$0	\$0	\$0		\$8,044	

## EXHIBIT D

### FORM OF PERFORMANCE BOND

WHEREAS the **OAKLAND UNIFIED SCHOOL DISTRICT** (also referred to herein "Obligee") has awarded to **Syserco Energy Solutions, Inc.** (hereinafter "Contractor"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the **[Insert Project]**, the "Project"); **Energy Conservation Measures Design-Build Project**

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain Agreement between the Obligee and Contractor dated \_\_\_\_\_, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, the Contractor is required by said Contract Documents furnish a bond ensuring the Contractor's prompt, full and faithful performance of the Work under the Contract Documents ("Bond"),

NOW, THEREFORE, we **Syserco Energy Solutions, Inc.**, the undersigned Contractor, as Principal, and **Western Surety Company**, a corporation organized and existing under the laws of the State of **South Dakota**, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto the **OAKLAND UNIFIED SCHOOL DISTRICT** in the sum of **\* See below** dollars, **\$ 20,890,566.00**, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein. **\* Twenty Million Eight Hundred Ninety Thousand Five Hundred Sixty-Six and no/100**

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents, as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligee, its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, as set forth in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder. Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt,

diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time specified herein, the Obligee may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Principal and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the Bond, Principal and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, we have hereto set our hands and seals this 1st day of April, 2024.

Syserco Energy Solutions, Inc.  
Principal/Contractor

By: [Signature]  
President CEO

Western Surety Company  
Surety

By: [Signature]  
Attorney-in-Fact Karen Rhodes

The rate of premium on this bond is Tiered see side note per thousand.

The total amount of premium charged, \$ 127,743.00.

(The above must be filled in by corporate surety.)

First \$500k - \$11.40  
Next \$2MM - \$8.33  
Next \$2.5MM - \$6.84  
Next \$2.5MM - \$6.22  
Next \$2.5MM - \$5.70  
Over \$10MM - 5.14

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 )  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said state, personally appeared  
\_\_\_\_\_, known to me (or proved to be on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument as the Attorney-in-Fact of the  
\_\_\_\_\_ (surety) and acknowledged to me that he subscribed the name of the  
\_\_\_\_\_ (surety) thereto and his own name as Attorney-in-Fact.

**\*\* SEE ATTACHED NOTARY ACKNOWLEDGEMENT \*\***

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission expires \_\_\_\_\_.



**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Western Surety Company  
2121 N. California Blvd., Suite 760  
Walnut Creek, CA 94596

Telephone: (415) 932-7175

(Name and Address of agent or representative for service for service of process in California)

Amanda Garcia  
330 N. Brand Blvd., Ste 700 Glendale, CA 91203

Telephone: (213) 337-4615

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**\*\* SEE ATTACHED NOTARY ACKNOWLEDGEMENT \*\***

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the Surety must be attached hereto.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

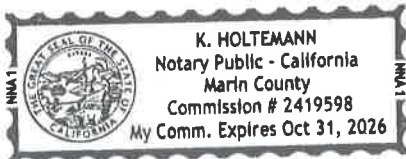
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )  
On April 1, 2024 before me, K. Holtemann, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Karen Rhodes  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of February, 2024.



WESTERN SURETY COMPANY

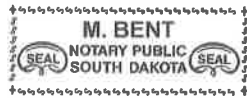
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of February, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of April, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

*Western Surety Company*

*of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Surety and Liability**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 21st day of March, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21st day of March, 1975.*

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder  
*Insurance Commissioner*

By

Wallace W. Scales  
*Deputy*

**Certification**

*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 19th day of June, 2014.*

Dave Jones  
*Insurance Commissioner*

By

*Pauline D'Andrea*  
Pauline D'Andrea

**EXHIBIT E**

**FORM OF PAYMENT BOND**

WHEREAS, the **OAKLAND UNIFIED SCHOOL DISTRICT** (the "Obligee") has awarded to **Syserco Energy Solutions, Inc.** (the "Principal") a contract for the Work commonly described as the **[Insert Project]**, the "Project"); **Energy Conservation Measures Design-Build Project**

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated \_\_\_\_\_, 2024 which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code §§ 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, **Syserco Energy Solutions, Inc.**, as Principal, and **Western Surety Company**, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **OAKLAND UNIFIED SCHOOL DISTRICT**, as Obligee, for payment of the penal sum of **\* See below** Dollars (\$ **20,890,566.00** ), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein. **\*Twenty Million Eight Hundred Ninety Thousand Five Hundred Sixty-Six & no/100**

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

If the Principal promptly, fully and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

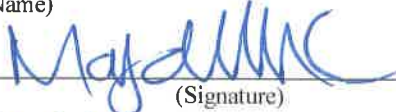
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 1st day of April, 2024 by their duly authorized agents or representatives.

(Corporate Seal)

Syserco Energy Solutions, Inc.

(Principal Name)

By:   
(Signature)


Majd Khleif  
(Typed or Printed Name)

Title: CEO

(Corporate Seal)

Western Surety Company

(Surety Name)

By:   
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

Karen Rhodes, Attorney-in-Fact

(Typed or Printed Name of Attorney-in-Fact)

2121 N. California Blvd., Suite 760  
Walnut Creek, CA 94596

(Address)

(415) 932-7175

(Area Code and Telephone Number of Surety)

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Western Surety Company  
2121 N. California Blvd., Suite 760  
Walnut Creek, CA 94596

Telephone: (415) 932-7175

(Name and Address of agent or representative for service for service of process in California)

Amanda Garcia  
330 N. Brand Blvd., Ste 700, Glendale, CA 91203

Telephone: (213) 337-4615

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**\*\* SEE ATTACHED NOTARY ACKNOWLEDGEMENT \*\***

(SEAL)

Notary Public in and for said State

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the Surety must be attached hereto.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

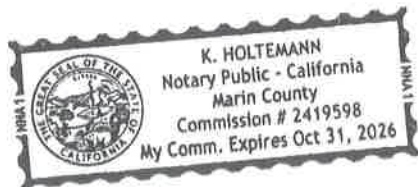
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )  
On April 1, 2024 before me, K. Holtemann, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Karen Rhodes  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature K. Holt  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General  Partner —  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of February, 2024.



WESTERN SURETY COMPANY

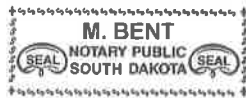
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of February, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of April, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

*Western Surety Company*

*of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Surety and Liability**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 21st day of March, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21st day of March, 1975.*

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder  
*Insurance Commissioner*

By

Wallace W. Scales  
*Deputy*

**Certification**

*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 19th day of June, 2014.*

Dave Jones  
*Insurance Commissioner*

By

*Pauline D'Andrea*  
Pauline D'Andrea

## **EXHIBIT F**

### **PROJECT CLOSEOUT AND FINAL BINDER TABLE OF CONTENTS**

#### **Project Closeout Requirements:**

Prior to final completion of the Project, Contractor will perform all closeout tasks required by the Contract Documents, including the following tasks without limitation:

- Complete all unfinished work described on a punchlist to be provided by District's consultant and approved by District.
- All systems shall operate continuously and without any downtime for a period of 30 days after commissioning as a measure of Final Completion.
- Provide District with Final Binder that includes all items in the Final Binder Table of Contents (2 hardcopy and an electronic version). Electronic version of Final Binder should be delivered in a neat and organized folder tree as provided by customer. Two (2) sets of 18"x24" as-built drawings.
- Two (2) sets of keys to all locks, equipment, and boxes installed

#### **Final Binder Table of Contents:**

- a. Cover Page
  - i. Name of the Project (Energy Efficiency Project)
  - ii. District name
  - iii. Contractor name
  - iv. Any Job Reference Numbers
- b. Table of Contents (this Table of Contents)
- c. Reference Milestones and Documents
  - i. Copy of all executed Contracts
  - ii. Notice to Proceed to Procurement and Construction
  - iii. Notice of Completion for each site
- d. Contact Information
  - i. Contractor name, O&M contact person and title, mailing address, phone, fax, and email
  - ii. Customer Care contact phone number and email
- e. Final Project Schedule
- f. Final Cost
  - i. Final Cost Breakdown Table
  - ii. Approved Change Orders, evidence of equipment purchases, rentals, and other cost support documentation
- g. Drawings and Project Scope Inventory
  - i. As-Built Drawings
    1. The as-built drawing set will be the final drawing submittal and will be modified for the changes made during the construction process. Changes shall be clouded and a printed list of such changes shall be delivered with the drawings.
    2. As-built drawings shall correctly represent all existing and discovered underground utilities at Sites, and shall be legible when printed.
    3. Must also contain single line diagrams

- ii. Equipment Lists
    - 1. Final Project Scope Inventory, with all fields completed for accurate count, make, model, wattage/EER/SEER (as applicable)
    - 2. List of fixtures installed and quantity, type.
- h. Operations and Maintenance Manuals
  - i. Equipment Specification Sheets
  - ii. Equipment Warranties
  - iii. Installation Manuals
  - iv. User or Operations & Maintenance Manuals
- i. Completion Documents
  - i. Signed off Inspection cards
  - ii. DSA project closeout notification form or DSA 999 form if exempt:  
<https://www.apps.dgs.ca.gov/tracker/Appno.aspx>
  - iii. If DSA project, collect DSA close-out letter issued by DSA. Obtain Construction Change Directive from DSA if a change order was issued and approved post DSA approval
  - iv. Compliance Forms, Testing, Inspection, and Commissioning sheets as required by DSA including Title 24 Standards.
    - 1. Refer to Appendix A of the 2017 (or latest applicable version) Nonresidential Compliance Manual for all required testing and commissioning forms:  
[http://www.energy.ca.gov/title24/2013standards/nonresidential\\_manual.html](http://www.energy.ca.gov/title24/2013standards/nonresidential_manual.html)
    - 2. Refer to DSA's Energy Efficiency Regulations & Plan Review for School Construction including DSA 403-A and DSA 403-B:  
<http://www.dgs.ca.gov/dsa/Programs/progSustainability/energyregs.aspx>
  - v. Aggregated punch list completion lists
  - vi. Executed Incentive Forms (if applicable)
  - vii. Executed Incentive Form Support Files
  - viii. Recycling and disposal certificates
  - ix. Key Holder List
- j. Site photographs (electronic version only, each file name should reflect location and unit in photo)
  - i. Each HVAC unit, including nameplate and other HVAC components
  - ii. Equipment and components installed (use a representative photo where installed equipment is not visible), as well as exteriors and interiors where work was completed.
  - iii. All other installed components

## **EXHIBIT G**

### **CONTRACTOR'S PROJECT SCHEDULES.**

Contractor shall provide schedules as required by the Contract Documents, including but not limited to Section 3.9.1 of the General Conditions. The schedules provided by Contractor shall not exceed time limits current under the Contract Documents and shall comply with all the scheduling requirements in the Specifications. Failure of the Contractor to provide Project Schedules in accordance with the Contract Documents shall constitute grounds to withhold, in whole or in part, progress payments to Contractor, and a material breach of the Agreement.

**Exhibit H**

**Certifications to be Completed By Contractor**

**DESIGNATION OF SUBCONTRACTORS  
[Public Contract Code §4104]**

Each proposing LLB entity shall set forth below the name and the location of the place of business of each subcontractor, the portion of the Work which will be performed by each subcontractor, and the California contractor license number and DIR registration of each subcontractor, who will perform the following types of work or labor, or render the following types of service, to the proposing LLB entity in or about the construction of the Work or improvement:

- \_\_\_\_\_ [identify all "types" of subcontractors that the District wants listed in the proposal; see Education Code section 17250.65(a)]
- \_\_\_\_\_
- \_\_\_\_\_

If the proposing LLB entity fails to specify a type of subcontractor listed above, the proposal shall be deemed nonresponsive.

After award of the LLB Contract, other subcontractors may be selected by the LLB entity for the Work as provided by Education Code section 17250.65(b).

An inadvertent error in listing a California contractor's license number shall not be grounds for filing a protest or for considering the proposal nonresponsive if the proposing LLB entity submits the corrected contractor's license number to the District within 24 hours after the deadline for submittal of the proposal, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For any proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a protest or grounds for considering the proposal nonresponsive, provided that either the subcontractor is registered prior to the proposal opening; the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the proposal opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable proposal. **NOTE:** *Reproduce the next page of this form if needed for additional listings.*

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	DIR Registration Number
	See Attached list			

A large empty grid table with 20 columns and 18 rows, crossed out with a diagonal blue line from the bottom-left to the top-right.

I am the authorized representative of the proposer submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 1, 2024, at Fremont [city], CA [state].

Signature: 

Print Name: Majd Kherif

Title: CEO



Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	CA Contractor License Number	DIR Registration Number
Plumbing - select sites	Retro-Tech Systems, LLC (219) 256-7200	Valparaiso, IN	1033546	1000025942
Electrical (Transformers - select sites, Refrigeration Controls, Plug Load)	Net Electric, Inc. (510) 430-2833	San Leandro, CA	960045	1000006222
CO2 Sensors, Building Automation	Syserco, Inc. (510) 498-1171	Fremont, CA	483939	1000010773
Mechanical (HVAC Assessments / Repairs)	Matrix HG, Inc. (925) 459-9200	Concord, CA	812232	1000003058
Plumbing - select sites	ECM Holding Group, Inc. (920) 267-6110	Oshkosh, WI	1082567	1000063729
Electrical (Transformers - select sites)	MB Herzog Electric, Inc. (562) 531-2002	Paramount, CA	383811	1000003429
Lighting	Tri-Nova, Inc. (530) 990-1959	Palermo, CA	1027426	1000049717

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT  
FOR CONSTRUCTION CONTRACTS**

(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see **Attachment A** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
  - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

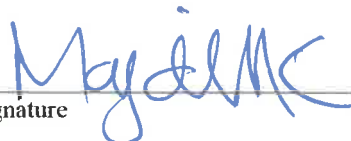
Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 04/01/2024

Name: Majd Khleif

  
Signature

Title: CEO

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM  
FOR CONSTRUCTION CONTRACTS**

*Note: This form must be submitted by Contractor before it may commence any work.*

Contractor Firm Name: Syserco Energy Solutions, Inc.  
Supervisor/Foreman Name: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Location of Work: \_\_\_\_\_  
Hours of Work: \_\_\_\_\_  
Length of Time on Grounds: \_\_\_\_\_  
Number of Employees on the Job: \_\_\_\_\_

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee: \_\_\_\_\_

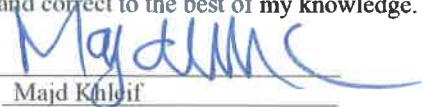
Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony: \_\_\_\_\_

Name of employee who is the custodian of the Department of Justice verification information: \_\_\_\_\_

- The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 04/01/24

Signature:   
Typed Name: Majd Khloif  
Title: CEO  
Contractor: Syserco Energy Solutions Inc.

**SUFFICIENT FUNDS DECLARATION**  
**[Labor Code §2810]**

Owner: Oakland Unified School District  
Contract: \_\_\_\_\_ Project

I, Majd Khleif, declare that I am the CEO of Syserco Energy Solutions, Inc., the entity making and submitting the proposal for the above Contract that accompanies this Declaration, and that such proposal includes sufficient funds to permit Syserco Energy Solutions, Inc. to comply with all local, state or federal labor laws or regulations during the Contract, including payment of prevailing wage, and that Syserco Energy Solutions, Inc. will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on April 1 2024, at Fremont [city], CA [state].



\_\_\_\_\_  
Signature  
Print Name: Majd Khleif

Print Title: CEO

## DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

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

Syserco Energy Solutions, Inc.  
Name of Contractor

Majd Khleif  
Signature

Majd Khleif  
Print Name

04/01/2024  
Date



**IRAN CONTRACTING ACT CERTIFICATION**


**(Public Contract Code sections 2202-2208)**

**(To be Executed by Proposing Entity and Submitted With Proposal)**

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert proposer’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
Syserco Energy Solutions, Inc.	46-4183947
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
Majd Khleif, CEO	
<i>Date Executed</i>	<i>Executed in</i>
	Alameda County, California

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
N/A	N/A
<i>By (Authorized Signature)</i>	
N/A	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>
N/A	N/A

## NONCOLLUSION DECLARATION

Owner: Oakland Unified School District  
Contract: CalSHAPE and Energy Upgrades  
Site: Various District-wide

The undersigned declares:

I am the Chief Executive Officer of Syserco Energy Solutions, Inc., the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 1, 2024, at Fremont [city], CA [state].

  
\_\_\_\_\_  
Signature

Majd Khleif  
\_\_\_\_\_  
Print Name

**DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	<b>CAL SHAPE and Energy Upgrades Solutions, Inc.</b>	<b>Site</b>	<b>918</b>
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**Basic Directions**

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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**Contractor Information**

<b>Contractor Name</b>	Syserco, Inc.	<b>Agency's Contact</b>	Alana Ash				
<b>OUSD Vendor ID #</b>	004166	<b>Title</b>	Project Account Manager				
<b>Street Address</b>	215 Fourier Avenue	<b>City</b>	Fremont	<b>State</b>	CA	<b>Zip</b>	94539
<b>Telephone</b>	510-498-1171	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	23140						

**Term of Original/Amended Contract**

<b>Date Work Will Begin (i.e., effective date of contract)</b>	4-25-2024	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	6-30-2026
		<b>New Date of Contract End (If Any)</b>	

**Compensation/Revised Compensation**

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$ 20,890,566.00	<b>If New Contract, Total Contract Price (Not to Exceed)</b>	\$
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

**Budget Information**

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
9028/9961	Fund 40 Special Reserve Capital Fund 21 Building Fund Measure Y OBF Funding	400-9028-0-9961-8500-6271-918-9180-9000-9999-99999	6271	\$7,346,916.00
9655/9961		210-9655-0-9961-8500-6271-918-9180-9906-9999-23140	6271	\$9,543,650.00
		010-0000-0-9961-8500-5520-918-9180-9000-9999-23140	6271	\$4,000,000.00

**Approval and Routing (in order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	4.2.2024		
2.	<b>General Counsel, Facilities</b>	<b>Date Approved</b>	4/2/2024		
	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	4.2.2024		
4.	<b>Chief Financial Officer</b>	<b>Date Approved</b>			
	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			