SAN LEANDRO UNIFIED SCHOOL DISTRICT
BUSINESS AND OPERATIONS

To: Facilities and Technology Committee

From: Kevin Collins, EdD
Assistant Superintendent, Business and Operations

Date: May 22, 2019

Re: Energy Manager Services Proposal

IES has provided the district with a proposal to monitor our usage of electricity and natural and gas and advise us on strategies to reduce consumption. To do this, IES would access our PG&E energy usage data, PG&E billings, and solar production records. With HVAC now installed in most classrooms in the district (estimated 100% completion September 2019), we anticipate an increase in energy costs. District staff reviewed what IES has designed for other districts and believes that this would be useful in furthering our energy conservation efforts. Reducing our district energy consumption would result in lowered costs to the district as well as reducing our greenhouse gas emissions.

The cost of the proposal is $18,566 per year for a three year period. The contract does not have an automatic renewal clause.

The following chart shows the district's expenditures for natural gas and electricity for the past 15 year period. A 2% utility cost reduction would cover the cost of the contract.

Fiscal Year	Electricity	Natural Gas	Grand Total
2004	$ 574,790	$ 167,055	$ 741,845
2005	$ 605,164	$ 190,837	$ 796,000
2006	$ 668,857	$ 213,986	$ 882,843
2007	$ 743,882	$ 200,735	$ 944,617
2008	$ 677,825	$ 255,413	$ 933,238
2009	$ 731,531	$ 216,994	$ 948,526
2010	$ 820,031	$ 228,782	$ 1,048,812
2011	$ 833,211	$ 185,145	$ 1,018,356
2012	$ 915,659	$ 110,752	$ 1,026,411
2013	$ 810,751	$ 97,757	$ 908,508
2014	$ 932,568	$ 80,644	$ 1,013,212
2015	$ 895,263	$ 137,194	$ 1,032,457
2016	$ 931,660	$ 140,142	$ 1,071,802
2017	$ 923,751	$ 174,171	$ 1,097,922
2018	$ 913,947	$ 164,262	$ 1,078,209
2019*	$ 744,747	$ 130,956	$ 875,703

*Includes billings through April 2019

IES Indoor Environmental Services

Agreement to provide

Energy Manager Services for

San Leandro USD

510-667-3500

kcollins@slusd.us

Dr. Kevin Collins
Assistant Superintendent

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May 14th, 2019

Proposal

Energy Services Client: San Leandro USD
Date: May 14th, 2019
ATTN: Dr. Kevin Collins

Introduction

Thank you for considering IES for your Energy Services! We are committed to providing the District with quality Energy Management staff supported by best-in-class energy information systems and energy analytics services.

IES Services Summary

Indoor Environmental Services ("IES") is pleased to offer our assistance to San Leandro USD ("District"). IES will provide the District with an IES Energy Manager to work with District personnel to aide in energy management services, reporting, training of staff and students, energy analysis, recommendations for enhancing energy efficiency, and site walks to evaluate use of energy.

This proposal includes the following services:

ENERGY MANAGMENT

Responsibility is to improve energy efficiency by evaluating San Leandro USD energy use and implementing energy policies, strategies, programs, and energy measures.

- Evaluate the District's energy use and help implement energy saving policies, strategies, and programs while making adjustments in coordination with the District.
- Annual on-site inspections to identify saving opportunities and efficiency issues that may arise and identifying energy savings opportunities in existing facilities. Site observations to focus on scheduling, equipment run time and operations, and behavioral assessments.
- Annual meetings with District staff to discuss energy project performance, any findings and review further opportunities to enhance energy efficiency.
- Quarterly Utility bill analysis and energy monitoring review and discussion with District personnel to evaluate performance and make further improvements.
- Annual Submission of utility and site information to EnergyStar for potential certification. Data will be reviewed and submitted by a Professional Engineer in-house.
- Annual Utility rate analysis for all electric service accounts to ensure and optimize utility cost.
- Work with staff to update existing lighting and mechanical HVAC controls systems settings including updating set points and holidays on thermostats/controls to increase and maintain savings.

QUARTERLY REPORTING

- Develop quarterly utility summary reports in coordination with District's needs
- Develop and create an external accessible dashboard for communication with key stakeholders, staff, or students about energy projects and performance.
- Update and deliver report to District with Energy Engineer review of trends, interval data usage, and anomalies.

SOLAR ANALYSIS

- Initial review of Solar contracts to ensure compliance and maintain best value to District.
- Monthly login and verification of system performance for all sites via remote access. Verification of key system operation including; metering device status and output, inverter status and output, environmental stations, and summary of any action items identified needing attention to District contact or vendor.
- Quarterly Solar production review and summary email report to key District personnel that includes trends and Year-to-Date performance analysis.
- Annual review of Solar Vendor report/summary including Solar production compared to expected Solar production and string level IV curve tracing summary.

STUDENT EDUCATION

- Annually provide up to two (2) one-day energy related classroom presentations with student lessons to demonstrate importance of energy efficiency, conservation, and energy careers or demonstration of Solar and how Solar energy works.
- Work with District to provide Green Detectives Energy Competitions. Fun and educational site vs site competitions educating the students and staff on Energy Efficiency behaviors that they can target to help the district decrease Energy Usage.

ENERGY STAFF INVOLVMENT

On-site Energy Manager will provide training and information focused on helping staff in all departments understand how they can support and maximize the achievement of energy savings and understand set district policies.

- Assist District with employee and student involvement and enforce energy policy(ies) set in place by the District.
- Annual training/feedback to critical departments within the District on the importance of Energy Management and the understanding the success of Energy Consumption savings within the District.
- Annual training to maintenance staff (and/or lead custodial staff) on the importance of preventative maintenance (PM), assistance with energy messaging for all District staff to highlight goals, build energy awareness, encourage energy conservation and demonstrate progress.

ENERGY DATA HOSTING

- Utility data hosting for utility meters for all District sites for a term of 3 years
- Configure data reports, and configure/host monthly report in PowerBI.

INSURANCE REQUIREMENTS

IES Energy Managers are employees of IES and shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be names as an additional insured on all policies.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), as appropriate (claims-made)	$1,000,000

*insurance certificates available upon request

DELIVERABLES:

- All documents, finding, summaries, and results will be provided in the form of a report to the District.
- All pictures taken and supporting files and documents will be saved and provided electronically to District upon project completion.

SCOPE ASSUMPTIONS AND CLARIFICATIONS

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

SCOPE EXCLUSION

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

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

Analytics, Support, and Data Sources

Data Sources:	Connection Method: Direct Utility Connection via Login
Weather Data	Direct Query to Weather Data Service
Utility Bill Data	Utility Connection or Direct Entry By Others or CSV Upload
Data Hosting:	IES or Data Partner Hosted
Dashboard Hosting:	IES or Data Partner Hosted
Included IES Energy Apps:	Data Quality, Bill Entry, Energy, Meter Validation, PowerBI Dashboards
Configured SkySpark	Builder, Historian, Report/Favorites, Weather

- Services will be implemented for a term of 3 years and will re-new annually thereafter upon District approval:
- The First invoice will be submitted to the District upon signed agreement. All subsequent invoices will be submitted annual thereafter.

Pricing is valid for 60 days.

- Invoicing to occur monthly.
- Software and Data Ownership
    - IES or Data Partner hosted: District has rights to a copy of their interval data contained in the application. Software is owned and maintained by Data Partner, and available to the District for the duration of the contract as long as their account is in good standing.
- Utility data sync and availability is dependent on utility providing the information. Data will be available for the contract duration as long as utility provides it and/or District continues to authorize the sharing of data with IES/Data Partner.

Proposal Acceptance

This agreement is between the District and Indoor Environmental Services. We look forward to the opportunity to work with San Leandro USD.

- Services will be implemented for a term of 3 years and will re-new annually thereafter upon District approval:

  Annual invoicing for services identified: **$18,566 / year**

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

Respectfully submitted by:

Matt Spence, P.E., CEM
Director of Energy
IES

Date

Accepted by:

Dr. Kevin Collins
Assistant Superintendent
San Leandro USD

Date

Standard Notes, Terms & Conditions

TERMS OF SERVICE - INDOOR ENVIRONMENTAL SERVICES GENERAL TERMS AND CONDITIONS

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

1. Performance of Services. IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.

2. Disclaimer of All Warranties. IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that IES will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.

3. Limitation on Liability. In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.

4. Insurance. Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.

5. Change Orders. The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES's right to receive payment for additional or different Work performed at Customer's request.

6. Payment Terms; Penalties for Late Payment. Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one- half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.

7. Work Stoppage. IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES's performance is stopped for a period of thirty (30) days or more for any reason other than IES's breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for:
(i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including IES's normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.

8. Remedies in Event of Default by Customer. If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES's option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.

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

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

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

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

13. Termination. Either Party may terminate this Contract for any reason by giving thirty (30) days prior written notice. Work or services completed up to the termination date will be billable. Any fees paid in advance of work completion will be refunded. Any access granted to IES systems, databases, or files will be suspended.