

**CONTRACT FOR ENERGY EFFICIENCY DESIGN / BUILD SERVICES  
BY AND BETWEEN  
COMPTON UNIFIED SCHOOL DISTRICT  
AND  
ENGIE Services U.S. Inc.**

THIS CONTRACT is entered into and effective May 7, 2019 (“Contract”), by and ENGIE Services U.S. Inc. (“Designer/Builder”) and **Compton Unified School District** (“District”) (individually, a “Party”, and collectively, the “Parties”).

**RECITALS**

**WHEREAS**, District owns and/or operates certain public facilities specifically described in **Exhibit A** attached hereto and incorporated herein by reference (“Facilities” or “School Site(s)” or “Premises”) and District wants to reduce its Facilities’ energy costs and improve the Facilities’ energy quality/reliability by contracting to for the construction of certain new and upgraded energy systems; and

**WHEREAS**, Designer/Builder has analyzed the energy needs at the School Sites and has concluded in an analysis (“Designer/Builder’s Energy Analysis”) that installation and construction of energy conservation measures at the Facilities will result in an anticipated reduction in energy consumption or demand that will result in net cost savings to the District; and

**WHEREAS**, the Board has authorized the District to enter into a design-build contract with a design-build entity that is able to provide appropriately licensed contracting, architectural, and engineering services to design and construct certain new and upgraded energy systems for the Facilities according to the Designer/Builder’s Analysis and based on detailed construction documents prepared by the successful design-build entity and approved by the Division of the State Architect (if applicable) and the District (“Project”); and

**WHEREAS**, Government Code § 4217.10 et seq., authorizes a public agency, including public school districts, to sole source or utilize an informal procurement process, such as a request for proposals, to contract for energy services if its governing body determines, at a regularly scheduled public hearing that the anticipated cost to the agency for an alternative energy project will be less than the anticipated marginal cost to the agency of electrical energy that would have been consumed by the agency in the absence of the energy services contract; and

**WHEREAS**, pursuant to Government Code § 4217.10 et seq., the District has made the requisite findings that the anticipated cost of the Project will be less than the anticipated marginal cost to the District in the absence of the implementation of the Project; and

**WHEREAS**, District desires that Designer/Builder design and construct, and Designer/Builder desires to design and construct, the scope of work and provide the services as defined in **Exhibit B**, attached hereto (“Services” or “Work”); and

**WHEREAS**, Designer/Builder is a full-service energy services company with the technical capabilities to provide services to the District for energy conservation services as defined by Government Code § 4217.10 et seq., including, but not limited to, energy and energy system engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification; and

**WHEREAS**, Designer/Builder is an appropriately certified, licensed and insured full-service construction company with the technical capabilities to provide the Services to the District including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction and training; and

**WHEREAS**, District desires that Designer/Builder provide the Services in accordance with the Proposition 39 Guidelines (if applicable to the scope of work) and Designer/Builder's Energy Analysis attached hereto as **Exhibit C**, for the District; and

**WHEREAS**, District desires that Designer/Builder provide the Services in accordance with the Energy Conservation Measure Details attached hereto as **Exhibit D**, for the District; and

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Services.**

1.1. Design/Builder shall provide the Services as further described in **Exhibit B** attached hereto and incorporated herein for the Project. The District reserves the right to change the Services of which the Parties agree may require the Design/Builder's Fee and Scope as well as certain terms and conditions of this Contract to be adjusted by an amendment, in writing and signed by both Parties.

1.2. In the performance of Design/Builder's Services under this Contract, Design/Builder agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable.

1.3. Design/Builder shall act as the District's agent to render the Services and furnish the work as described in **Exhibit B**, which shall only commence upon the receipt of a Notice to Proceed signed by the District representative.

2. **Fee and Method of Payment.**

2.1. The Designer/Builder shall furnish the engineering, design, procurement, construction management, installation and construction of certain new and upgraded energy systems as further described in **Exhibits A, B, C and D** attached hereto and incorporated herein for a total amount equal to **Seventeen Million Nine Hundred Forty-Eight Thousand One Hundred Twenty-Three Dollars (\$17,948,123.00)** ("Contract Price") for all services contracted for under this Contract and based on the Fee Schedule attached to **Exhibit E**.

2.2. Design/Builder's Contract Price set forth in this Contract shall be full compensation for all of Design/Builder's Services incurred in the performance hereof as indicated in **Exhibit E**, subject to adjustment in accordance with the terms of this Contract.

3. **Contract Time.** The Services shall be completed within the time specified in **Exhibit F** ("Contract Time") from the date specified in the District's Notice(s) to Proceed, as indicated in the Schedule in **Exhibit F**, attached hereto and incorporated herein by this reference. Designer/Builder shall complete the Work at each School Site within the time specified in **Exhibit F** herein, subject to adjustment in accordance with the terms of this Contract. Failure of the Designer/Builder to complete the entire Project within the Contract Time, or the time specified in **Exhibit F** for each School Site, shall constitute a delay pursuant to this Contract and shall subject Designer/Builder to liquidated damages as provided for herein. Time is of the essence and failure of Design/Builder to perform work on time as specified in this Contract is a material breach of this Contract.

4. **Liquidated Damages.** Designer/Builder agrees that if the Work is not completed within the Contract Time and/or pursuant to the Project schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, including the Schedule in **Exhibit F**, it is understood, acknowledged, and agreed that the District will suffer damage that is not capable of being calculated. Pursuant to Government Code section 53069.85, and subject to the other terms and conditions of this Contract, Designer/Builder shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the "Date of Completion" as

**EXHIBIT A**  
(FACILITIES LIST)

School Site	Address
Centennial High School	2600 N. Central Ave., Compton, CA 90221
Dominguez High School	15301 San Jose, Compton, CA 90221
Bunche Middle School	12338 Mona Blvd., Compton, CA 90220
Davis Middle School	621 W. Poplar Street., Compton, CA 90220
Enterprise Middle School	2600 W. Compton Blvd., Compton, CA 90221
Roosevelt Middle School	1200 E. Alondra Blvd., Compton, CA 90221
Walton Middle School	900 W. Greenleaf Ave., Compton, CA 90221
Whaley Middle School	14401 S. Gibson Street, Compton, CA 90220
Willowbrook Middle School	2601 N. Wilmington, Compton, CA 90221
Anderson Elementary School	2210 E. 130th Street, Compton, CA 90221
Bunche Elementary School	16223 S. Haskins Lane, Carson, CA 90746
Bursch Elementary School	2505 W. 156th Street, Compton, CA 90221
Carver Elementary School	1425 E. 120th Street, Los Angeles, CA 90059
Clinton Elementary School	6500 Compton Blvd., Compton, CA 90221
Dickison Elementary School	905 N. Aranbe Ave., Compton, CA 90221
Emerson Elementary School	1011 E. Caldwell, Compton, CA 90221
Foster Elementary School	1620 N. Pannes Street, Compton, CA 90221
Jefferson Elementary School	2508 E. 133rd Street, Compton, CA 90221
Kelly Elementary School	2320 E. Alondra Blvd., Compton, CA 90221
Kennedy Elementary School	1305 S. Oleander, Compton, CA 90221
King Elementary School	2270 E. 122nd Street, Compton, CA 90222
Laurel Elementary School	1321 W. Laurel Street, Compton, CA 90221
Longfellow Elementary School	1101 S Dwight St., Compton, CA 90222
Mayo Elementary School	915 N. Mayo Ave., Compton, CA 90221
McKinley Elementary School	14431 S. Stanford Ave., Compton, CA 90221
McNair Elementary School	1450 W. El Segundo Ave., Compton, CA 90222
Roosevelt Elementary School	700 N. Bradfield, Compton, CA 90221
Rosecrans Elementary School	1301 N. Acacia Street, Compton, CA 90222
Tibby Elementary School	1400 W. Poplar Street, Compton, CA 90221
Washington Elementary School	1421 N. Wilmington Ave., Compton, CA 90222
Vanguard Learning Center	13305 S San Pedro St, Los Angeles, CA 90061
Cesar Chavez/Thurgood Marshall High School	12501 N. Wilmington, Compton, CA 90222
Community Day School (Caldwell Elementary)	2300 W. Caldwell Street, Compton, CA 90221
Compton Adult School	1104 E. 148th St., Compton, CA 90221

**EXHIBIT B**  
**(SCOPE OF SERVICES)**

**Article 1.** Where applicable, Designer/Builder agrees to provide the services described below at the School Sites specified in **Exhibit A**. District acknowledges and agrees that not all services described below apply to every Site. The District-approved Construction Documents (including Exhibit D) will take precedence over the provisions below.

**Article 2. DESIGN SERVICES**

- 2.1. During the Design and Construction Phases of the Project, Designer/Builder will meet with District to review equipment, scope of work, and installation plans that relate to the design and construction of the Project.
- 2.2. During the course of the Work, and at least weekly, Designer/Builder will provide reports to the District of the general status and progress of the Work.
- 2.3. Although the Parties acknowledge that the Designer/Builder's Services are not completely severable between design, procurement, installation, construction, commissioning, and training, the following scope of services will be generally referred to as the Services that the Designer/Builder shall perform during the Design and Construction Phases of the Project, for the scope of work for which Designer/Builder is designing the Project, which shall be as indicated in the Construction Documents. It is acknowledged and agreed that Design/Builder is not providing Services for all scopes of work, and that not every portion of the Work requires all of the Services set forth below. The District-approved Construction Documents (including Exhibit D) will take precedence over the provisions below.

**2.4. Scope, Responsibilities, and Services of Designer/Builder**

- 2.4.1. Designer/Builder shall provide Services that shall comply with professional engineering standards, recognized industry standards professional skill and judgment, and applicable requirements of federal, state, and local law.
- 2.4.2. Designer/Builder acknowledges that all California school districts are now obligated to develop and implement storm water requirements.
- 2.4.3. Designer/Builder shall contract for or employ at Designer/Builder's expense, consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscape architects, low voltage, data, and telephone consultants as necessary, licensed as required by the State of California. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Designer/Builder under terms of the Contract.
- 2.4.4. The District shall provide to Designer/Builder information and documentation that the District currently has related to the Site including geotechnical reports, topographic surveys, and related items. If Designer/Builder believes that the information or documentation the District provides is insufficient for purposes of design or if the Designer/Builder believes it needs additional information, including a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; determinations of the location of all subsurface utilities; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other tests reasonably related to performance of the Project, the Designer/Builder shall inform the District of that fact and the Parties shall mutually agree on the items required and the process and responsibility to procure those items.

- 2.4.5. Designer/Builder shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination, or management of other work on the Site.
- 2.4.6. Where applicable, Designer/Builder shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies or their authorized agents, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety (if the Project is subject to DSA approval), State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.4.7. As required, Designer/Builder shall provide Services required to obtain local agencies' (e.g., City, County, etc.) approval for off-Site work related to the Project including review by regulatory agencies having jurisdiction over the Project, if applicable.
- 2.4.8. In the event that the Project is subject to DSA approval, Designer/Builder shall coordinate with the District's DSA Project Inspector(s).
- 2.4.9. Designer/Builder shall use its best efforts to provide pictures downloaded to computer files, updated as requested by the District, that the District may use on its website. Pictures shall be limited to Designer/Builder's Project scope.
- 2.4.10. As part of the Services, Designer/Builder is NOT responsible for the following, however, it shall coordinate and integrate its Work with any of the following information and/or services provided by District:
  - 2.4.10.1. Ground contamination or hazardous material analysis.
  - 2.4.10.2. Any asbestos and/or lead testing, design or abatement.
  - 2.4.10.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Designer/Builder agrees to coordinate its Work with that of any CEQA consultants retained by the District, to provide any reasonably available information, such as current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design. If the District and/or its CEQA consultant do not provide mitigation measures to the Designer/Builder when reasonably required for incorporation into the Project design, the Designer/Builder may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
  - 2.4.10.4. Historical significance report.

**2.5. Designer/Builder Staff**

- 2.5.1. The Designer/Builder has been selected to perform the Services herein because of its skills and expertise.
- 2.5.2. The Designer/Builder shall not change any of the key personnel without prior written approval by District, unless said personnel cease to be employed by Designer/Builder. In either case, District shall be allowed to interview and approve replacement personnel. Such approval shall not be unreasonably withheld or delayed.
- 2.5.3. If any designated lead or key person fails to perform to the reasonable satisfaction of the District, then upon written notice the Designer/Builder shall have five (5) days to remove that person from the Project and replace that person with one reasonably acceptable to the District.

- 2.5.4. Designer/Builder shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in “responsible charge” of persons who observe the construction.

## 2.6. Ownership of Data

- 2.6.1. Pursuant to Education Code section 17316, the Contract creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Designer/Builder or its consultants, prepares or causes to be prepared pursuant to this Contract, limited to this Work.
- 2.6.2. The Designer/Builder retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Designer/Builder or its consultants prepares or causes to be prepared pursuant to this Contract.
- 2.6.3. The Designer/Builder shall perform the Services and prepare design documents under the Contract with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Designer/Builder shall deliver to the District, on request “thumb” drive, and/or compact disc format and compatible with the most recent version of AutoCAD (not .pdf). As to any drawings that Designer/Builder provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 2.6.4. In order to document exactly what CADD information was given to the District, Designer/Builder and District shall each sign a “hard” copy of reproducible documents that depict the information at the time Designer/Builder produces the CADD information. District agrees to release Designer/Builder from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Designer/Builder or Consultant(s) subsequent to it being given to the District.
- 2.6.5. Following the termination of the Contract, for any reason whatsoever, the Designer/Builder shall promptly deliver to the District upon written request the following items (hereinafter “Instruments of Service”) in electronic format (Microsoft Word), assuming the District has made all payments to Designer/Builder as required by the termination provisions in this Contract.
  - 2.6.5.1. One set of the Contract, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 2.6.5.2. Where applicable, one set of fixed image CADD files in DXF format of the drawings that are part of the Contract.
  - 2.6.5.3. Where applicable, one set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 2.6.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, and reports prepared by the Designer/Builder under the Contract.
- 2.6.6. In the event the District changes or uses any fully or partially completed documents without the Designer/Builder’s knowledge and participation, the District agrees to release Designer/Builder of responsibility for such changes, and shall indemnify, defend and hold the Designer/Builder harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys’ fees, on

account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Designer/Builder is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Designer/Builder's full involvement, the District shall remove all title blocks and other information that might identify the Designer/Builder and the Designer/Builder's consultants.

- 2.7. **Certificate of Designer/Builder.** Designer/Builder certifies that the Designer/Builder is properly licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

**Article 3. DESIGN SERVICES BY PHASE**

- 3.1. **EARLY DESIGN PHASE(S).** Designer/Builder agrees to provide the services described below, as and if applicable to the portion of work being provided:

- 3.1.1. Designer/Builder shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by Designer/Builder under the Contract, as well as coordination with all Master plans, studies, reports and other information provided by District. Designer/Builder shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
- 3.1.2. The District shall provide all information available to it to the extent the information relates to Designer/Builder's scope of work. This information shall include, if available,
- 3.1.2.1. Physical characteristics;
- 3.1.2.2. Legal limitations and utility locations for the Project site(s);
- 3.1.2.3. Written legal description(s) of the Project site(s);
- 3.1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
- 3.1.2.5. Adjacent drainage;
- 3.1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- 3.1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- 3.1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- 3.1.2.9. Surveys, reports, as-built drawings;
- 3.1.2.10. Subsoil data, chemical data, and other data logs of borings;
- 3.1.2.11. DSA Numbers for all buildings, as necessary to obtain DSA approval of plans to be submitted by Designer/Builder under the contracted scope of Work.
- 3.1.3. Designer/Builder shall Visually Verify this information and all existing utilities and systems related to the Project, including capacity, and document the location of existing utility lines, vents, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District. "Visually Verify" means to verify to the fullest extent possible by visual inspection and reasonable investigation and without any destructive action.

- 3.1.4. **Technology Backbone.** Designer/Builder shall be responsible for the coordination of the design and the layout of the technology backbone system of the Work with the District's Information Technology Department and/or the District's technology consultant, and layout any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Designer/Builder and consultant(s) shall prepare and be responsible for documents prepared by the Designer/Builder based on the information provided by the District's technology consultant as appropriate to the level of design completion.

### 3.2. SCHEMATIC DESIGN PHASE.

Upon District's acceptance of Designer/Builder's Work in the previous Phase and assuming District has not delayed or terminated the Contract, the Designer/Builder shall prepare for the District's review a Schematic Design, containing the following items as applicable to the Project scope, if applicable to the portion of work being provided:

- 3.2.1. Prepare and review with District staff a scope of Work list and Work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Designer/Builder, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2.2. Review the developed Work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- 3.2.3. **Architectural** *The Parties agree that this Section 3.2.3 is not applicable to any Work being performed by Design/Builder.*
  - 3.2.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - 3.2.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - 3.2.3.3. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
  - 3.2.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - 3.2.3.5. Identify code requirements, include occupancy classification(s) and type of construction.
- 3.2.4. **Structural**
  - 3.2.4.1. Layout structural systems with dimensions
- 3.2.5. **Mechanical**
  - 3.2.5.1. Show selected system on drawings as follows:
  - 3.2.5.2. Location and preliminary sizing of all major equipment and duct work being replaced.
- 3.2.6. **Electrical**



- 3.2.6.1. Calculate overall approximate electrical loads for equipment being replaced.
- 3.2.6.2. Show system(s) selected on drawings as follows:
- 3.2.6.3. Location
- 3.2.6.4. Evaluate and confirm the load requirements of all equipment being replaced.
- 3.2.7. **Civil** *The Parties agree that this Section 3.2.7 is not applicable to any Work being performed by Design/Builder.*
- 3.2.7.1. Develop on and off-site utility systems such as sewer, water, storm drain, firewater lines, and fire hydrants.
- 3.2.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades, and drainage.
- 3.2.7.3. Coordinate finish floor elevations with the architectural site plan.
- 3.2.8. **Landscape.** Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements, and visual barriers.
- 3.2.9. **Specifications.** *The Parties agree that the plans and drawings will specify all materials, equipment and standards as required for construction, and that this Section 3.2.9 is otherwise not applicable.* Prepare proposed revisions to the specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Designer/Builder is to use District's standardized equipment/material list for new construction and modernization in the development of the Project design and specifications.
- 3.2.10. **Meetings.** During this Phase, Designer/Builder shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.
- 3.2.11. **Deliverables and Numbers of Copies.** Designer/Builder shall provide to the District one hard copy of the above-noted items produced in this phase, together with one copy of each item in electronic format
  - 3.2.11.1. Two copies of meeting Reports/Minutes;
  - 3.2.11.2. Two copies of Schematic Design Package with alternatives;
  - 3.2.11.3. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Designer/Builder has not met or corresponded with DSA.
- 3.2.12. **Presentation**
  - 3.2.12.1. Designer/Builder shall present and review with the District the detailed Schematic Design.
  - 3.2.12.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

### 3.3. DESIGN DEVELOPMENT PHASE.

Upon District's acceptance of Designer/Builder's Work in the previous Phase and assuming District has not delayed or terminated the Contract, the Designer/Builder shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Designer/Builder's scope of Work:

- 3.3.1. **Architectural** *The Parties agree that this Section 3.3.1 is not applicable to any Work being performed by Design/Builder.*

- 3.3.1.1. Scaled, dimensioned floor plans with final room locations including all openings.
- 3.3.1.2. 1/8" scale building sections showing dimensional relationships, materials, and component relationships.
- 3.3.1.3. Identification of all fixed equipment to be installed in contract.
- 3.3.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 3.3.1.5. Preliminary development of details and large scale blow-ups.
- 3.3.1.6. Legend showing all symbols used on drawings.
- 3.3.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
- 3.3.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 3.3.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
- 3.3.1.10. Light fixtures.
- 3.3.1.11. Ceiling registers or diffusers.
- 3.3.1.12. Access Panels.

3.3.2. **Structural**

- 3.3.2.1. Structural drawing with all relevant major members located and sized.

3.3.3. **Mechanical**

- 3.3.3.1. Heating and cooling load calculations as required.
- 3.3.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 3.3.3.3. Legend showing all symbols used on drawings.
- 3.3.3.4. Control Systems to be identified.

3.3.4. **Electrical**

- 3.3.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 3.3.4.2. All major electrical equipment being replaced should be scheduled indicating size and capacity.
- 3.3.4.3. More developed and detailed Outline Specifications indicating quality level and manufacture.

3.3.5. **Civil *The Parties agree that this Section 3.3.5 is not applicable to any Work being performed by Design/Builder.***

- 3.3.5.1. Further refinement of Schematic Design Phase development of on and off-site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- 3.3.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

- 3.3.6. **Landscape.** *The Parties agree that this Section 3.3.6 is not applicable to any Work being performed by Design/Builder.* Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.
- 3.3.7. **Deliverables and Numbers of Copies**
  - 3.3.7.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
  - 3.3.7.2. Two copies of continued proposed revision to Specifications;
  - 3.3.7.3. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Designer/Builder has not met or corresponded with DSA.
  - 3.3.7.4. The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget.
- 3.3.8. **Meetings.** During this Phase, Designer/Builder shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

#### 3.4. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Designer/Builder's Work in the previous Phase and assuming District has not delayed or terminated the Contract, Designer/Builder shall prepare a set of 90% complete construction documents for review by the District as applicable for any ECM being designed by Design/Builder. Upon approval by District, said construction documents shall be completed and then submitted to, as required, local planning or inspection office, DSA, or other agency with approval jurisdiction over the Project. The Designer/Builder shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Designer/Builder's scope of Work:

- 3.4.1. **General.** Verify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's Beneficial Use of the Project. The Designer/Builder shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.
- 3.4.2. **Architectural** *The Parties agree that this Section 3.4.2 is not applicable to any Work being performed by Design/Builder.*
  - 3.4.2.1. Completed site plan.
  - 3.4.2.2. Completed floor plans, elevations, and sections.
  - 3.4.2.3. Architectural details and large blow-ups completed.
  - 3.4.2.4. Finish, door, and hardware schedules completed, including all details.
  - 3.4.2.5. Fixed equipment details and identification completed.
  - 3.4.2.6. Reflected ceiling plans completed.
- 3.4.3. **Structural**
  - 3.4.3.1. Structural floor plans and sections with detailing completed.
  - 3.4.3.2. Structural calculations completed if required.
  - 3.4.3.3. Completed cover sheet with general notes, symbols and legends.
- 3.4.4. **Mechanical**
  - 3.4.4.1. Mechanical details complete.

- 3.4.4.2. Mechanical schedules for equipment completed.
- 3.4.4.3. Complete energy conservation calculations and report, as required for Proposition 39 funded ECMs.
- 3.4.5. **Electrical**
  - 3.4.5.1. Electrical equipment schedules completed.
  - 3.4.5.2. Electrical loads confirmed for new equipment.
- 3.4.6. **Civil. *Not applicable.*** All site plans, site utilities, parking and roadway systems completed.
- 3.4.7. **Landscape. *Not applicable.*** All landscape, hardscape, and irrigation plans completed and reflecting updated revisions from Design Development Phase Documents.
- 3.4.8. **Specifications**
  - 3.4.8.1. Once the District has approved the 100% construction documents, the Parties shall amend or supplement the Facilities Equipment List attached hereto as **Exhibit D** to reflect the specific quantities of materials, systems, and equipment to be installed at each School Site.
  - 3.4.8.2. The plans and drawings will specify all materials, equipment and standards as required for construction.
- 3.4.9. **Constructability Review.** The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Designer/Builder who shall make necessary changes along with providing written comments for each item listed in the report.
- 3.4.10. **Deliverables and Numbers of Copies.** Where applicable, Designer/Builder shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:
  - 3.4.10.1. Two copies of reproducible copies of working drawings;
  - 3.4.10.2. Two copies of proposed revisions to specifications;
  - 3.4.10.3. Two copies of engineering calculations;
  - 3.4.10.4. Two copies of statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes;
  - 3.4.10.5. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;
  - 3.4.10.6. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change. If no design changes occur but shifts of costs occur between disciplines, identify for District review.
- 3.4.11. **Construction Documents (CD) Final Back-Check Stage (where applicable)**
  - 3.4.11.1. The Construction Documents final back-check stage shall be for the purpose of Designer/Builder incorporating all regulatory agencies' comments into the drawings, specifications, and schedules. All changes made by the Designer/Builder during this stage shall be at no additional cost to the District.
  - 3.4.11.2. The final Construction Documents delivered to the District upon completion of the Designer/Builder's Work shall be the final set and shall consist of the original drawings with designers' and engineers' State license stamp.

3.4.11.3. **Meetings.** Designer/Builder shall attend, take part in, and, conduct meetings and site visits as required for the Work and Services at no additional cost to the District.

3.5. **Record Drawings.** During construction, Designer/Builder shall incorporate all information on As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, changes from As-Builts, sketches, details, and clarifications. The Designer/Builder shall deliver the Record Drawings to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Designer/Builder's final payment.

3.6. **O&M Manuals / Warranties.** Designer/Builder shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. The Designer/Builder shall deliver the O&M Manuals / Warranties to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Designer/Builder's final payment.

**Article 4. DESCRIPTION OF PROCUREMENT SERVICES**

4.1. Contractor shall procure all equipment identified in **Exhibit D** herein for the Project.

4.2. **Shipping and Transportation.** Designer/Builder shall make all necessary arrangements with each manufacturer or distributor for the proper packaging and shipment of all equipment to the School Site(s) or Designer/Builder's warehouse. All equipment shall be shipped in appropriate packaging and by suitably equipped transportation to avoid damage to the equipment at all points from the manufacturer's or distributor's site to the School Site(s) or Designer/Builder's warehouse. The Designer/Builder shall ensure that suitable equipment is available and used for unloading and handling of the equipment at the School Site(s).

4.3. **Equipment Documentation.** Upon placement and confirmation of the purchase order, the Designer/Builder shall request from each manufacturer all applicable documentation regarding shipping, handling, factory testing, storage, installation, and maintenance for all equipment ordered. Upon receipt, this information shall be stored and/or transmitted to the District as appropriate.

**Article 5. DESCRIPTION OF CONSTRUCTION SERVICES WORK AND SERVICES BY SCOPE**

**5.1. General.**

5.1.1. Designer/Builder shall design (where applicable), install, and construct the Work at the Site. The Work shall be installed and constructed to conform to Division of the State Architect ("DSA") requirements (if applicable to the ECM/Project) and all applicable building codes. Designer/Builder's Work shall include meetings and discussions as needed with DSA (if applicable to the Project) and others as needed to achieve project approval.

5.1.2. In addition to all other requirement herein, the Designer/Builder shall comply with all requirements of the Plans and Specifications.

5.2. **Warranty.** In addition to any warranties provided in **Exhibit F** herein, Designer/Builder shall provide the District a one (1) year warranty on Designer/Builder provided equipment. The warranty provided in this section shall commence from Completion of the Work.

**5.3. Approvals & Permits**

5.3.1. In the event that the Project requires DSA approval, Designer/Builder, its designers, contractors, and inspectors shall provide documentation required for all approvals by DSA.

5.3.2. Designer/Builder shall notify the District and the District's Project Inspector(s) of required inspections and shall provide reasonable access and accommodations for inspections.

**5.4. Protection of Existing Structures and Utilities**

5.4.1. The Site has above-grade and below-grade structures, utility lines, and other installations

that are known or believed to exist in the area of the Work. Designer/Builder shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, then the costs of repair shall be at the Designer/Builder's expense and made to the District's satisfaction.

5.4.2. Designer/Builder shall be alert to the possibility of the existence of additional structures and utilities. If Designer/Builder encounters additional structures and utilities, Designer/Builder will immediately report to the District for disposition of same as indicated in the Terms and Conditions.

5.4.3. ***Not applicable.***

**5.5. Specific measures include:**

5.5.1. Written Designer/Builder Safety Plans, signs and temporary fencing as needed

5.5.2. Engineering and stamped drawings for District and DSA approval, if applicable.

5.5.3. Layout drawings for Fire Department review, if applicable.

**5.6. Commissioning**

**5.6.1. Summary**

5.6.1.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract.

5.6.1.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.

5.6.1.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner

5.6.1.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

**5.6.2. Description**

5.6.2.1. Designer/Builder Startup: prior to District's acceptance of Work, Designer/Builder shall perform a program of activities for new equipment including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.

5.6.2.1.1. The District and the DSA Project Inspector (if applicable to the Project) shall be present to observe, inspect, and identify deficiencies in Building Systems Operations.

5.6.2.2. The completion of startup means the entire Project including startup and fine tuning of new equipment has been performed to the requirements of the Contract and is verified in writing by the District and the Project Inspector (if applicable).

**5.6.3. Definition of Terms**

5.6.3.1. Designer/Builder's Pre-Commissioning Checklists: Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.

5.6.3.2. Installation Verification Process: Includes the on-site inspection and review of related system components for conformance to the Contract. The Designer/Builder shall verify systems readiness for functional testing procedures prior to the start of

functional testing. Deficiencies will be documented by the District and the Project Inspector for future resolution.

- 5.6.3.3. Functional Performance Testing Process: Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Designer/Builder certifies that systems are 100% complete and ready for functional testing. The contractors will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- 5.6.3.4. Deficiencies and Resolutions List: Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the District and the Project Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Contract and/or the design intent.

5.6.4. **Commissioning Duties and Responsibilities**

5.6.4.1. Designer/Builder Duties and Responsibilities:

- 5.6.4.1.1. Assure the participation and cooperation of subcontractors and suppliers under their jurisdictions as required to complete the commissioning process.
- 5.6.4.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.
- 5.6.4.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of system readiness for performance testing is required.
- 5.6.4.1.4. Provide qualified representatives for the functional performance commissioning process.

- 5.6.4.2. Assure that all subcontractors and suppliers include in their respective contracts cost necessary to participate in and complete the commissioning process.

Duties and responsibilities of others for Commissioning: The commissioning process requires the active participation of the District and the Project Inspector, and any other related Consultants on the project.

**Article 6. PROJECT SCOPE OF WORK DETAILS**

Designer/Builder shall provide supplies, equipment, materials and fixtures at the locations, and in the quantities that meet the specifications listed in the Energy Conservation Measure Details attached hereto and incorporated into the Contract as **Exhibit D** and produce at a minimum the savings for each School Site as identified in the Designer/Builder's Energy Analysis attached hereto and incorporated into the Contract as **Exhibit C**, as measured through the verification services identified in **Exhibit H**.