



"Lifelong learning...
filling the future with options"

Culver City Unified School District

Administration Building 4034 Irving Place Culver City, CA 90232-2848
(310) 842-4220

REQUEST FOR PROPOSALS

PHOTOVOLTAIC SYSTEM FOR CULVER CITY HIGH SCHOOL, CULVER CITY MIDDLE SCHOOL AND FARRAGUT ELEMENTARY SCHOOL

April 20, 2011

District Contact:

**Mary Caruso
Director of Purchasing
Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
(310) 842-4220**

BOARD OF EDUCATION

Mr. Steven Gourley Ms. Katherine Paspalis Mrs. Patricia Siever Mr. Karlo Silbiger Mr. Scott Zeidman Patricia Jaffe, Superintendent

TABLE OF CONTENTS

	<u>PAGE</u>
1. Introduction / Background.....	1
2. Electricity Usage and Rebates	2
3. General Site Conditions	2
4. Scope of Work.....	2
5. General Construction Conditions	5
6. RFP Terms, Format and Detail	6
7. Evaluation Criteria	9
8. General Information.....	10
9. Schedule	11
APPENDIX 1 – AERIAL MAPS.....	12
APPENDIX 2 – COST WORKSHEET.....	17
APPENDIX 3 – FORM OF PROPOSAL.....	18
APPENDIX 4 – FORM OF DESIGN-BUILD CONTRACT.....	22
PREVAILING WAGE CERTIFICATION.....	41
WORKERS’ COMPENSATION CERTIFICATION.....	41
CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION	42
ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION	43
LEAD-PRODUCT(S) CERTIFICATION	44
ROOFING PROJECT CERTIFICATION	46
APPENDIX 5 - DISTRICT 12 MONTH ELECTRICITY USAGE.....	48
APPENDIX 6 – HOLD HARMLESS AND INDEMNIFICATION AGREEMENT	49

1. Introduction / Background

This is a Request for a Proposal ("RFP") issued by the Culver City Unified School District ("District") to identify and select the most qualified turnkey photovoltaic ("PV") system design-build supplier/contractor for the design, Division of State Architect ("DSA") approval, installation, operation, and maintenance of one (1) "grid-connected" PV system expected to aggregate 750 AC kW. The PV system will be installed over a portion of the roof level and/or the parking lots of the District's Culver City High School, Culver City Middle School and Farragut Elementary School (collectively referred to herein as, "Main Campus"), as set forth in this RFP.

Please submit a proposal in response to this RFP by 3:00 pm (Pacific Standard Time), on Friday, May 20, 2011, to:

Mary Caruso, Director of Purchasing
Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
(310) 842-4220

The District's objective is to incorporate energy efficient improvements to bring its Main Campus up to the highest possible standards of sustainability, including using a PV system to offset on-site electricity use. The District believes that this objective will help it meet its primary goal of saving money.

To achieve this objective, the District's Board of Education ("Board") authorized the development of this RFP to solicit proposals from qualified respondents to design and install a PV system at the Main Campus.

The RFP process will be as follows: The District will proceed with a respondent qualification, evaluation, and selection process. Once the most suitable respondent ("Firm") has been identified, District staff will make a recommendation to the Board. If the Board approves the recommendation, then the District will contract with the Firm to design and install the PV system.

Please note that the selected Firm will be required to completely design and engineer the PV system at the Main Campus. The Firm will be required to produce a complete set of drawings for DSA approval for the installation of the PV system, including the payment of all DSA fees. The selected Firm must be experienced in designing, engineering, installing, interconnecting, commissioning, and monitoring similar PV projects. The Firm must demonstrate an approach that can effectively meet District's implementation and financial objectives as stated in this RFP. The ideal Firm shall have completed at least three (3) similar DSA-approved projects in the past five (5) years.

In addition to the design and building of the PV system, the District also expects to enter into an agreement with the selected respondent for both (a) operations and maintenance of the PV system and (b) an energy output guarantee, twenty (20) years or twenty five (25) years. The PV system's electrical output during the first twenty (20) years of the warranty period shall not decrease by more than ten percent (10%). In order to be deemed a qualified respondent to this RFP a respondent must be willing to enter into both of these agreements for twenty (20) or twenty five (25) years.

2. Electricity Usage and Rebates

The Firm will be required to produce a study identifying the Main Campus's annual electricity usage, based on Title 24 calculations.

The Firm will be required to identify any possible rebates, including California Solar Initiative ("CSI") rebates, which may be available to the District. RFP respondents are responsible for ensuring that any proposed PV system is in compliance with the requirements of the CSI program. The selected Firm will be required to pay any applicable CSI deposit.

3. General Site Conditions

The Main Campus is located at 4601 Elenda Street, Culver City, CA 90230.

The Main Campus is open seven days a week. Hours of operation are from Monday through Friday, 7 a.m. to 7 p.m., and classes are in session from 8:30 a.m. to 3:30 p.m. Athletics and other activities also occur on the Main Campus intermittently on weekends.

All access to, and work on, the Main Campus will need to be coordinated with:

Mary Caruso, Director of Purchasing, and Mike Korgan, Director of M.O.T.
Culver City Unified School District
4034 Irving Place
Culver City, CA 90232
(310) 842-4220

Work on the Main Campus will need to be coordinated with each respective school to minimize disruption to classes. The District will need to be notified one week in advance of any power shut down.

4. Scope of Work

The District would like to receive proposals that include (1) producing a study identifying the Main Campus's annual electricity usage, (2) designing and building the PV system, and (3) entering into a twenty (20) or twenty five (25) year agreement for (a) operations and maintenance of the PV system and (b) an energy output guarantee of the same duration. The PV system's electrical output during the first twenty (20) years of the warranty period shall not decrease by more than ten percent (10%).

The PV system at the Main Campus shall consist of building integrated, building mounted, carport mounted and/or ground mounted system and associated construction. The PV system will need to be fully designed and engineered by the Firm and will be required to receive DSA approval and pay all DSA fees.

Respondents should submit their proposals based on their proposed layouts for the PV modules, inverters, racking system, and equipment. Each respondent shall submit preliminary drawings containing all of the technical information used to develop the proposal.

The infrastructure for the PV system is part of this project. Please include all conduits within the buildings, base attachments for racking system and underground conduits for any ground mounted portion of the PV system in proposals.

Respondents should specify PV modules, inverters, and racking system. Respondents are requested to provide cost proposals using the PV modules and equipment they feel represent the best value to the District. Also, designs requiring roof penetrations will have to be approved by the District.

For purposes of the RFP, the District has identified areas on the Main Campus, including roofs and parking lots, that are available for PV system installations. **Appendix 1** provides an aerial view of the Main Campus, highlighting the areas targeted for PV system installations. Respondents should confine their proposals to the use of these areas.

With regard to proposed carport structures (on identified parking lots areas), the District is seeking "aesthetically pleasing" designs that will blend with and/or complement existing landscapes and architectural themes, color schemes, etc., currently present.

A. Objectives

District expects the selected Firm to:

1. Prepare an energy management report reviewing implementation of a PV system at the Main Campus. The energy management report shall, at a minimum, examine current usage and project financial benefit and energy generating potential of the PV system.
2. Design, install, interconnect, commission, and monitor PV system with an operational life of twenty (20) or twenty five (25) years or more.
3. Maximize the total annual kWh output of the PV system through optimal choice of module/inverter, installation, interconnection, commissioning, and monitoring and through an operations and maintenance agreement. The maintenance agreement period shall be twenty (20) or twenty five (25) years, at the District's option
4. Guarantee a minimum annual kWh output of the PV system and, if the output falls below the guaranteed amount, and if the savings are not achieved in any fiscal year during the guarantee period after the project is completed, compensate District for the value of the lost kWh production. This guarantee period shall be twenty (20) or twenty five (25) years, at the District's option. The PV system's electrical output during the first twenty (20) years of the warranty period shall not decrease by more than ten percent (10%).
5. Guarantee that the roof penetrations, if any, do not void roof warranties or result in any leakage for the life of the roofs.
6. Ensure that the PV system has no adverse effect on District and District's staff, students, equipment, power quality, or day-to-day operations.
7. Meet various project completion deadlines.

B. Roof Warranty: If any roofing work becomes necessary, the Firm must use a roofing subcontractor who is approved, authorized, or licensed to perform the installation and repair on the roof and such roofing subcontractor will be required to work collaboratively with the roof warrantor. As noted above, roof penetrations must be approved by the District. Prior to final acceptance of any work done on roofs, a District representative (not the roofing

subcontractor) must inspect the roof patches and provide written "Acceptance of Work" that maintains the existing roof warranties.

C. PV System Installation: The selected Firm must be licensed in the State of California to design and install this type of construction project (Contractors License A, B, C10, or C46). **Specifically, the Firm must have maintained a C10 license for the last five (5) years.** The installation must be "turn-key," requiring a minimum of District supervision and project management, include all materials and labor, and result in a fully commissioned PV system. This includes all necessary utility related work, fees, and installations necessary to make the system operational.

D. DSA Compliance: The Firm must provide all necessary documentation to meet applicable DSA requirements, including DSA IR 16-8 and CAL Fire Solar Photovoltaic Installation Guidelines and pay all DSA related fees. This includes documentation to obtain approved documents according to DSA standards, coordination with the Inspector of Record and Testing Agency as required by DSA, and provision of all closeout documents as required by DSA.

E. Required Deliverables:

Prior to construction, the selected Firm must provide District with:

- Energy management report;
- DSA approved drawings and related documents;
- An installation schedule that details the permitting process, delivery of materials, construction, and inspections;
- A safety plan for all roof work; and
- All additional documentation as required in this RFP.

Upon completion of construction, District must be provided with:

- 3 hard copy sets of complete design/as built drawings, submittals and operations and maintenance (O&M) manuals for District's permanent files;
- 1 complete set of CAD drawings in cad format; and
- 1 complete set of CAD drawings in PDF format.

F. Monitoring System: The selected Firm shall provide monitoring capabilities to monitor PV system performance as required in the CSI handbook.

G. Security System: The Firm will provide an integrated security system to protect the PV installation. Please provide a break out of the security system cost by component. The security system shall have a direct connection to each module to prevent tampering or theft of the PV modules without damaging the modules. The security system will have, at a minimum, the following features:

- Continuous 24/7 monitoring of all PV modules;
- Lights to illuminate the area in the event of a theft attempt;
- An audible alarm;
- Back-up battery to ensure continuous operation even in a utility power outage;
- Secure, tamper-proof system and enclosure to prevent unauthorized tampering;
- NEMA 3R outdoor rated enclosure; and
- Cellular communications dialer to alert District staff and/or law enforcement via voice or text message in the event of a theft attempt.

H. Maintenance Contract: The selected Firm must provide a full maintenance plan for the first twenty (20) or twenty five (25) years of the PV system, at the District's option. The maintenance plan must include, at a minimum, bi-annual on-site inspections of all components of the PV system conducted by a licensed electrician, and washing of all modules four (4) times per year. The maintenance contract shall also include vegetation control and mowing in the area around any ground mounted array. The District will specify the actual maintenance plan required in the final maintenance contract.

I. Performance Guarantee: The selected Firm shall provide a performance guarantee for the first twenty (20) or twenty five (25) years of PV system operation, at the District's option. The PV system's electrical output during the first twenty (20) years of the warranty period shall not decrease by more than ten percent (10%). The performance guarantee shall guarantee the total kWh production for each year. If actual production falls below the guaranteed amount in any year the Firm shall compensate District for the cost of the kWh production and lost rebates.

J. PV System Commissioning: The selected Firm will be responsible for commissioning the PV system once construction has been completed. Commissioning will include, as recommended by the manufacturer, preparing the PV system for operation; cleaning all the PV modules with water and a squeegee; measuring the system output; testing each series string, with the inverter functioning, to record operating voltage and current, and corresponding irradiance and ambient temperature; scheduling and passing final inspections with DSA; scheduling and passing final inspections required by rebate and loan programs; passing final inspections of District's independent solar engineer (if applicable); and any other activities required to result in a fully functional PV system.

5. General Construction Conditions

A. Construction Contract: District may enter into a design-build construction contract ("Contract") with the selected Firm in substantially the form as attached hereto as **Appendix 4**. The selected Firm will be required to comply with the requirements of the Contract along with the additional certifications included in such Contract.

B. Prevailing Wage: The Firm must comply with Division 2, part 7, chapter 1 (commencing with section 1720) of the California Labor Code, which requires payment of prevailing wages and regulates working hours. The Firm will be required to submit the Prevailing Wage Certification included with the Contract.

C. Required Bonds: District will require Performance and Payment Bonds for 100% of the construction cost of the project. Forms will be provided with the Contract.

D. Price Guarantee: All respondents to this RFP will be required to guarantee the pricing quoted in their proposal for a minimum of 90 days.

E. Fingerprinting: The selected Firm will be required to comply with all District and State requirements to work on an active school site, including getting fingerprinted and wearing identification. More details will be provided in the Contract.

F. Stormwater Management: The selected Firm shall be responsible for maintaining all required stormwater management practices within its construction area.

6. RFP Terms, Format and Detail

A. RFP Terms.

1. District Modifications to RFP. The District expressly reserves the right to modify any portion of this RFP prior to the time for submission of RFP responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing.
2. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No respondent shall rely on any oral clarification or modification to the RFP.
3. Public Records. Except for materials deemed "Trade Secrets" (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness any RFP response that indiscriminately notes that the RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as public record. The District is not liable or responsible for the disclosure of RFP responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel such disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.
4. Errors/Discrepancies/Clarifications to RFP. If a respondent: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) requires clarifications of any portion of the RFP, the respondent shall immediately notify Ali Delawalla, Assistant Superintendent, Business Services, Culver City Unified School District, 4034 Irving Place, Culver City, CA 90232, (310) 842-4220. Responses of the District to the notice of any errors or discrepancies herein, or request for clarification will be in writing; if, in the sole judgment of the District, any clarification response affects the RFP or other respondents, the District will issue the clarification response by a written addendum distributed to all potential respondents who have theretofore obtained this RFP from the District.
5. Contractors' License Classification. In accordance with the provisions of California Public Contract Code §3300, the District requires that respondents possess, at the time of submission of a proposal, at the time of award of the Contract and at all time during construction activities, the requisite contractor's license(s) for performing the

work described in this RFP. Any respondent not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under a Contract for the work unless and until the Registrar of Contractors verifies to the District that the respondent awarded the Contract is properly and duly licensed to perform the work.

B. RFP Format and Detail.

District is seeking responses to this RFP that are brief, relevant, clear, organized, comprehensive, and tailored to this RFP, using the outline below. Respondents whose proposals are missing relevant information may be asked, if short-listed, to provide the missing information to be considered a finalist.

1. Business Description: Describe your company. The description should include information on the company history, office location(s), company size, organizational structure/chart, skill sets, vision, and mission. Please specify the number of full time engineers employed by your company.
2. Proposal: In addition to all other information requested in this RFP, complete and execute the form of proposal attached to this RFP as **Appendix 3** ("Proposal"). Please provide all required documents identified in the Proposal.
3. Team Members: Describe subcontractors who will be part of your team. The description of team members should be similar to what is outlined in #1, Business Description. If your Firm does not intend to use any subcontractors or sub-consultants, please state so.
4. Financial Stability: Demonstrate the financial wherewithal to execute this project and back a twenty (20) or twenty five (25) year system warranty.
5. Scenarios: Each respondent shall provide a proposal for the direct purchase of the proposed PV system by the District whereby the District purchases the PV system outright (under this scenario the District will enter into the Contract with the selected Firm.) In addition, each respondent may provide information for the District to acquire the PV system via a power purchase agreement, a lease or alternative structure.
6. Report: Proposals shall include a commitment by each respondent, once selected, to prepare an energy management report reviewing implementation of a PV system at the Main Campus. The energy management report shall examine current usage and project financial benefit and energy generating potential of the PV system.
7. Design: Proposals shall include a preliminary design and output estimate for a PV system. (1) Roof top: For proposals which have a PV system located on the roof level, the mounting system shall be self ballasting, suitable for installation on the selected roofs of the Main Campus. (2) Parking Carport: If the proposal is for a car port installation, they shall provide that all structural steel shall be primed and painted. Color and type to be determined by District. Paint quality and number of coats to be adequate for exposed exterior structural steel.
8. Hazardous Materials: If PV modules using hazardous materials are to be provided by the respondent, then the environmental impact of the hazardous material usage must be discussed, including any special maintenance requirements and proper

disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the EPA Landfill Disposal Requirements. Any additional costs and/or District responsibilities related to PV modules containing hazardous materials must be clearly identified.

9. Project Summaries: Provide summaries of at least three (3) similar DSA-approved completed projects that your company has completed in the past five (5) years. Each individual project summary should not exceed one (1) page, and should include information such as the installation subcontractor, the actual budget compared to the engineer's estimate, resulting energy and power generation, etc. Please include the name of the customer, the main contact, and a contact phone number. These contacts may be used as references.
10. Equipment Product Data: Each respondent should provide detailed information including manufacturer, outputs/ratings, warranties, location of manufacturing facility, and expected life for any PV module or inverter equipment proposed.
11. Other Warranties: Describe the warranties, including the period, on what is covered. Describe the expected life of the items not covered by warranty.
12. Maintenance: Describe the maintenance requirements for all components.
13. Electricity Production Analysis: Describe the output of the system using the Cost Worksheet, attached as **Appendix 2**.
14. Production Guarantees: Provide the expected and guaranteed annual kWh for the first twenty (20) years of operation and the first twenty five (25) years of operation. The PV system's electrical output during the first twenty (20) years of the warranty period shall not decrease by more than ten percent (10%). For each of the time frames, explain how respondent will compensate District for the value of lost kWh production and rebates, if the output falls below the guaranteed amount. Provide information on any secondary insurance or bond for the production guarantee, if proposed.
15. Cost: Provide a cost proposal, with a firm not-to-exceed price that details the cost of the design of the PV system, PV modules, electrical equipment, mounting equipment, installation labor, warranties, etc., sufficiently to meet the budget submittal requirements of the rebate programs and all necessary utility related work, fees, and installations necessary to make the PV system operational. Describe other fees that District can expect to incur in connection with the PV system design and installation. Use the Cost Worksheet provided as **Appendix 2** to this RFP. Submit the completed worksheet as a Microsoft Excel document and as a hard copy.
16. Schedule: Include in your response an anticipated implementation schedule. List project milestones and confirm your ability to meet current deadlines.
17. Maintenance Contract: Provide the costs for a maintenance contract for a twenty (20) year term and for a twenty five (25) year term.
18. Security System: Provide a description of the proposed security system.
19. Other Information: Provide any other information that you feel will help the District make its selection, such as the arrangements you will be making with applicable

utilities to ensure that no problems surface on their side of the meter after the PV system has been installed. For instance, will you be installing voltage recorders prior to installation to identify any potential voltage problems that may cause inverters to trip off?

20. Contractor's License: Provide a copy of respondent's contractor's license, and a copy of the roofing contractor's license, if required.
21. Insurance: Provide evidence of workers' compensation insurance, general liability insurance of minimum \$5,000,000 per occurrence, and professional liability insurance of minimum \$5,000,000 per occurrence. The District must be shown as additional insured for this project.
22. Performance and Payment Bonds: Provide evidence of Performance and Payment Bonds per the requirements specified herein.
23. Attachments: Provide any attachments that you feel will help demonstrate the capabilities of your company to help the District achieve its goals and objectives through the implementation of the scope of work. These attachments may include, but are not limited to: safety plans; project planning and scheduling protocol; quality control procedures; etc. Please be sure to label all attachments clearly.

C. Selection.

Respondents that are selected for the short list will be required to submit examples of their work for further consideration in making the final selection, which may include on-site tours of recently completed projects and interviews.

The selected Firm will be required to submit the following additional information:

1. Key Personnel: Provide descriptions/biographies of the key project personnel. Each description should be no more than 1 page. It is important that the descriptions explain the role for which each person will be responsible. The District is interested in key team members who will be dedicating most of their time to this project.
2. Resumes: Provide detailed resumes on the key project personnel and supporting personnel for the entire team.
3. Staffing: Provide proof of sufficient staff and resources to meet the requirements of the Contract including redundancy of qualified personnel such that key persons can be readily replaced (with District's pre-approval) in the event of illness, employee changes, or other reasons.

7. Evaluation Criteria

The District will use the following evaluation criteria to select respondents for a short list to be presented to the Board:

- Clarity / Suitability – Clarity of proposal and ability of proposed PV system to meet District's objectives of incorporating energy efficient improvements to bring its Main Campus up to the highest possible standards of sustainability, using a PV system to offset on-site electricity use and saving money.

- Project Team – Qualifications, education, and experience of the respondent, subcontractors, and key team members, in designing, engineering, installing, commissioning, and monitoring similar PV systems.
- Project Management – Respondent’s capabilities in project planning, coordination, execution, cost control, quality control, and completing projects on schedule.
- Total and Net Installed Costs – before and after all applicable subsidies.
- Guaranteed kWh Production of the PV system for each of the scenarios requested.
- Quality, warranties, and reputation of proposed PV modules and inverters.
- Client references.
- Respondent’s history of responsiveness to problems before, during, and after installation of PV systems.
- Respondent’s years in business, experience with DSA-approved projects and financial stability.
- Other – Additional criteria deemed by District to be relevant for selection.

8. General Information

One (1) original and three (3) copies each of proposal should be forwarded to the following address no later than 3:00 p.m. on May 20, 2011. Responses submitted after this date and time cannot be accepted, and responses that are incomplete or do not conform to the requirements of this RFP will not be considered. Please address your proposals to:

Mary Caruso, Director of Purchasing
 Culver City Unified School District
 4034 Irving Place
 Culver City, CA 90232
 (310) 842-4220

Please submit an electronic version of the entire proposal, including all attachments and electrical generating assumptions, to Mary Caruso, Director of Purchasing, at marycaruso@ccusd.org

Questions regarding your response to this RFP should be directed to the contact person listed above.

The District has included its last 12 months of actual electricity usage as a report attached as **Appendix 5**.

Neither District, nor any of its officers, agents, or employees shall be responsible for the accuracy of any information provided to any respondent as part of this RFP. All respondents are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a submission is at the sole risk of the respondent.

The respondent is solely responsible for the costs incurred in preparing its response to this RFP. The District will provide no compensation for such costs.

District reserves the right to reject any and all proposals for any reason, to withhold consideration of incomplete responses, to waive informalities or minor irregularities, or request additional information of the respondents at its discretion, and reserves the right to terminate the RFP process at any time.

District also reserves the right to amend this RFP as necessary. All proposals and attachments submitted to District in response to this RFP shall remain the property of District.

All material submitted in response to this RFP and any contract that may be awarded become a matter of public record and shall be regarded as public records. However, District will recognize as confidential only those elements in each response which are trade secrets as that term is defined in the law of California and which are clearly marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". Vague designations and blanket statements regarding entire pages or documents are insufficient and will not bind District to protect the designated matter from disclosure.

Acceptance of a proposal or other materials during the selection process does not constitute a contract and does not obligate District to award a contract. Funding is subject to approval of the final contract by the Board. District reserves the right to install a PV system of different size than that proposed by any respondent during this RFP process, to reject any or all responses without penalty, and to act in District's best interests as required.

9. Schedule

The following schedule is tentative and non-binding.

- RFP Released: April 20, 2011
- Mandatory Site Visit: The mandatory job walk will commence promptly at 10:00 a.m. on Friday, May 6, 2011, at the CCUSD Maintenance Yard located at 11102 Lucerne Avenue, Culver City, CA 90232. All interested parties must be present at 10:00am in order to participate in the job walk. **No alternate dates nor times will be available for the mandatory site visit.**

All participants in the mandatory site visit will be required to sign a Hold Harmless and Indemnification Agreement, attached as **Appendix 6**, prior to the job walk.

- Proposals Due: May 20, 2011

APPENDIX 1

Aerial Maps (attached)

1a – Farragut Elementary School

1b – Culver City Middle School

1c – Culver City High School: View #1

1d – Culver City High School: View #2

FARRAGUT ELEMENTARY – 1a



CULVER CITY MIDDLE SCHOOL – 1b



CULVER CITY HIGH SCHOOL: VIEW #1 - 1c



CULVER CITY HIGH SCHOOL: VIEW #2 - 1d



APPENDIX 2

Culver City Unified School District

PV System Metrics

Company Name														
Array	School - Meter #	Module				Inverter				Size (DC kw)	Size (AC/kw)	Orientation	Tilt	Yr 1 Prod.
		Brand	STC (Watts)	PTC (watts)	Qty	Brand	Rating (watts)	Efficiency (%)	Qty					
1	Culver City HS -													
2	Culver City MS -													
3	Farragut ES -													
Total														

Module Annual Output Degradation %	
Percent Output Guaranteed	

20-Year Cumulative Output (kWh)	
20-Year Guaranteed Output (kwh)	
25-Year Cumulative Output (kWh)	
25-Year Guaranteed Output (kwh)	

25-Year Unsubsidized Cost per KWh	
kWh per AC kW	

Array	School - Meter #	Cost				
		PV System	Datalogger	20 year O&M	25 year O&M	Total
1	Culver City HS -					\$0.00
2	Culver City MS -					\$0.00
3	Farragut ES -					\$0.00
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

APPENDIX 3

FORM OF PROPOSAL

To the Governing Board ("Board") of the Culver City Unified School District ("District"), the undersigned proposes to provide the work, labor, materials and services necessary to complete engineering design, procurement, construction, start-up and commissioning ("Services") of a photovoltaic solar electric generating system ("PV System") at the District's Culver City High School, Culver City Middle School and Farragut Elementary School ("Project").

1. **Proposal Submission.** This Proposal is submitted by the "Respondent" identified as follows:

(Name of Company)

(Address)

(City, State, Zip Code)

(Telephone/Telecopier)

(E-Mail Address of Respondent's Representative(s))

(Name(s) of Bidder's Authorized Representative(s))

If the Board awards the Contract (as defined in the RFP) for the Project to the Respondent, the Respondent shall execute the Contract and shall complete the Services for the Project in accordance with the Contract and related documents, for the price and within the time set forth therein.

2. **Respondent Acknowledgements.** By submitting this Proposal, the Respondent acknowledges that the Respondent has: (i) conducted observations of the Site as deemed reasonable and prudent by the Respondent; (ii) carefully reviewed and examined the Contract and related documents; (iii) been afforded the opportunity to request clarification or explanation of the PV System requirements and the Contract; and (iv) committed to permit acceptance of this Proposal by the District.
3. **Documents Accompanying Proposal.** The Respondent confirms that the following documents are submitted concurrently with this Proposal: (i) Non-Collusion Affidavit (Attachment A to this Proposal); (ii) Technical Components (Attachment B to this Proposal); (iii) Performance Guarantee (Attachment C to this Proposal); and (iv) Verification of a valid contractors license for the work the Respondent is planning to perform.

4. Price Proposal and Pricing Options.

Proposed Price. In accordance with the RFP, the undersigned Respondent hereby submits its proposed price and pricing options, if any ("Proposed Price") to complete the Services for the PV System as follows:

Proposed Price for twenty (20) year guarantee/maintenance option:

_____ Dollars

Proposed Price for twenty five (25) year guarantee/maintenance option:

_____ Dollars

The Respondent confirms that the foregoing Proposed Price are inclusive of: (i) all work, labor, materials, services and all other obligations described in the RFP and the Contract; (ii) all general administrative overhead costs and expenses, whether for home-office, field office or otherwise; and (iii) profit. The Proposed Price is broken down by the principal components of the PV System in the following tables.

Design Fee	_____ Dollars (\$_____)
Procure & Construction Costs	_____ Dollars (\$_____)
Equipment Start-Up and Commissioning	_____ Dollars (\$_____)
Total Costs	_____ Dollars (\$_____)
M&O (20 Years)	_____ Dollars (\$_____)
M&O (25 Years)	_____ Dollars (\$_____)
Energy Output Guarantee (20 Years)	_____ Dollars (\$_____)
Energy Output Guarantee (25 Years)	_____ Dollars (\$_____)

Proposed Prices for Alternate Items.

Alternate Item No.	Effect on Proposed Price
Alternate Item 1	Add _____ Dollars to Proposed Price Deduct _____ Dollars from Proposed Price
Alternate Item 2	Add _____ Dollars to Proposed Price Deduct _____ Dollars from Proposed Price
Alternate Item 3	Add _____ Dollars to Proposed Price Deduct _____ Dollars from Proposed Price

5. **Project Duration.** Contractor shall achieve substantial completion of the Project on or before _____, 20__, and Final Completion of the Project on or before _____, 20__.
6. **Schedule Proposal.** The undersigned Respondent proposes to complete activities and tasks necessary for design and construction of the Project in accordance with the proposed Project schedule incorporated that is summarized as follows:

Activity/Task	Respondent's Proposed Commencement Date	Respondent's Proposed Completion Date
Complete Design Documents and Submitted to District for Review and Comment		
District Review and Comments to Design Documents		
Complete Incorporation of District Comments into Design Documents		
Submittal of Completed Design Documents to DSA for Review and Permitting		
DSA Construction Permit Issuance		
Commencement of Construction		
Project Substantial Completion		
Project Final Completion		

6.1. Respondent's Acknowledgment. The undersigned Respondent acknowledges that if it is subject to liquidated damages liability, the District may deduct liquidated damages from the Contract price then or thereafter due the Respondent, the District may seek recovery of liquidated damages from the Respondent's performance bond surety and/or the District may seek recovery of liquidated damages from the Respondent or the performance bond surety without having exhausted remedies against the other.

7. Contractor's License. The undersigned Respondent is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) _____ bearing License Number(s) _____, with expiration date(s) of _____. The Respondent certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Project; (b) that such license shall be in full force and effect throughout the duration of the performance of the Project under the Contract; and (c) that all subcontractors providing or performing any portion of the work shall be so properly licensed to perform or provide such portion of the work.

8. Award of Contract.

8.1. District Actions. The Respondent acknowledges that discretion to award the Contract is vested solely in the Board as is any decision to waive irregularities in RFP proposals.

8.2. Respondent Responsibilities. If the undersigned Respondent is awarded the Contract, the Respondent shall execute and return the executed Contract to the District within five (5) calendar days of the date of the Board action awarding the Contract to the Respondent. Concurrently with return of the executed Contract, the Respondent shall also submit: (i) certificates of insurance evidencing that the policies of insurance in the minimum coverage amounts set forth in the RFP and the Contract have been obtained by the Respondent; (ii) duly executed and issued payment and performance bonds; (iii) duly completed and executed certificate of workers' compensation insurance; (iv) and duly completed and executed subcontractor's List; and (v) duly completed and executed drug-free workplace certification.

The individual executing this Proposal on behalf of the above-identified Respondent warrants and represents to the District that: (i) he/she is duly authorized to execute this Proposal on behalf of the Respondent and to bind the Respondent to this Proposal; and (ii) this Proposal is complete and accurate.

Dated: _____, 20__

By: _____

Title: _____

APPENDIX 4

FORM OF DESIGN-BUILD CONTRACT

AGREEMENT FOR DESIGN, INSTALLATION AND COMMISSIONING OF SOLAR/PHOTOVOLTAIC SYSTEM

This Agreement for Design, Installation and Commissioning of Solar/Photovoltaic System ("Agreement") is made as of _____, 20__, between the Culver City Unified School District ("District") and _____ ("Design-Builder") (together, "Parties").

1. **Work.** Design-Builder shall furnish to the District the labor, equipment, material, and services as described in Exhibits "A-1" and "A-2" attached hereto and incorporated herein by this reference ("Work") for the design, installation and commissioning of a solar/photovoltaic system ("PV System") at the District's Culver City High School, Culver City Middle School and Farragut Elementary School (collectively referred to herein as, "Site").
2. **Term.** Design-Builder shall commence providing Work under this Agreement upon execution of the Agreement by the Parties, approval by the Governing Board of the District ("Board"), and submittal of all required documents. Design-Builder will diligently perform such Work as required and will complete performance by a date to be determined by the District.
3. **Submittal of Documents.** Design-Builder shall not commence the Work under this Agreement until the Design-Builder has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- | | |
|---|--|
| ____ Signed Agreement | ____ Lead-Product(s) Certification |
| ____ Proposal | ____ Roofing Project Certification |
| ____ Notice to Proceed | ____ Insurance Certificates and Endorsements |
| ____ Terms and Conditions to Agreement | ____ Performance Bond |
| ____ Noncollusion Affidavit | ____ Payment Bond |
| ____ Prevailing Wage Certification | ____ Specifications |
| ____ Workers' Compensation Certification | ____ Plans |
| ____ Criminal Background Investigation Certification | ____ Exhibit "A-1" ("System Description") |
| ____ Drug-Free Workplace Certification | ____ Exhibit "A-2" ("Scope of Work") |
| ____ Asbestos & Other Hazardous Materials Certification | ____ [Other] |
| | ____ [Other] |

4. **Compensation.** District compensation to the Design-Builder (total fees, costs, and expenses) shall not exceed _____ AND ___/100 DOLLARS (\$_____) ("Total Fee"), without the express approval of the Board.
5. **Expenses.** Other than the Total Fee, District shall not be liable to Design-Builder for any costs or expenses paid or incurred by Design-Builder in performing Work for District.

- 6. Payment.** On a monthly basis, Design-Builder shall submit an application for payment based upon the estimated value for materials delivered or Work performed under the Agreement as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Design-Builder shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by the District's architect and inspector and certified by Design-Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Design-Builder's obligations under the Agreement which Design-Builder has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Fee or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Design-Builder; (6) unauthorized deviations from the Agreement; (7) failure of the Design-Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (8) erroneous or false estimates by the Design-Builder of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Design-Builder is liable under the Agreement; and (10) any other sums which the District is entitled to recover from Design-Builder under the terms of the Agreement or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain ten percent (10%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
- 7. Independent Contractor.** Design-Builder, in the performance of this Agreement, shall be and act as an independent contractor. Design-Builder understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, state unemployment compensation or worker's compensation. Design-Builder shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Design-Builder's employees. Design-Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 8. Standard of Care.** Design-Builder's Work will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices for PV system projects of this nature and all applicable law, including the applicable provisions of California Code of Regulations, Title 24 and the District's design guides and technical specifications. Design-Builder represents and warrants that it is fully experienced in projects of the nature and scope as will be required for completion of the Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9. Originality of Work.** Design-Builder agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Design-Builder

and shall not be copied in whole or in part from any other source, except that submitted to Design-Builder by District as a basis for such Work.

- 10. Copyright/Trademark/Patent.** Design-Builder understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Design-Builder consents to use of Design-Builder's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 11. Notice to Proceed.** After the design of the PV System is approved by the District, the District shall provide a Notice to Proceed to Design-Builder at which time Design-Builder shall proceed with the Work.
- 12. Site Examination.** Design-Builder has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Design-Builder warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Design-Builder's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 13. Materials.** Design-Builder shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement.
 - 13.1. Anti-Trust Claim.** Design-Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Design-Builder, without further acknowledgment by the Parties.
 - 13.2. Substitutions.** No substitutions of material from those specified in the Work specifications shall be made without the prior written approval of the District.
- 14. Equipment and Labor.** Design-Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Work herein described, the Work to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
- 15. Warranty/Quality.** Unless a longer warranty is called for elsewhere in this Agreement, the Design-Builder, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
 - 15.1.** The PV System's electrical output during the first twenty (20) years of the warranty period shall not decrease by more than ten percent (10%).
 - 15.2.** PV modules used for the PV System shall have a twenty five (25) year product warranty from the date of sale.

15.3. Power Conditioning Equipment, including inverter(s), shall have a ten (10) year minimum product warranty from the date of sale.

16. Correction of Errors. Design-Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Design-Builder's failure to comply with the standard of care required herein.

17. Trench Shoring. If this Agreement is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Design-Builder must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

18. Excavations Over Four Feet. If this Agreement includes excavations over four (4) feet, Design-Builder shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Design-Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Design-Builder's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Agreement. In the event that a dispute arises between the District and the Design-Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Design-Builder shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all Work to be performed under the Agreement. Design-Builder shall retain any and all rights provided either by this Agreement or by law which pertain to the resolution of disputes and protests between the Parties.

19. Lead-Based Paint. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Design-Builder must execute the Lead-Based Paint Certification, if applicable.

- 20. Change in Scope of Work.** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Design-Builder specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the project or Work, and the cost thereof shall be added to or deducted from the amount of the Total Fee by fair and reasonable valuations. Design-Builder also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Design-Builder or a subcontractor. In addition to any other information requested, Design-Builder shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Design-Builder fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
- 21. Workers.** Design-Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. The District may evaluate the Design-Builder in any manner which is permissible under the law. Any person in the employ of the Design-Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.
- 22. Design-Builder Supervision.** Design-Builder shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.
- 23. Fingerprinting of Employees.** [THIS SECTION MUST BE UPDATED TO REFLECT THE LOCATION OF THE PROJECT.] It is not contemplated at the time of execution of this Agreement that Design-Builder or its employees will have contact with students during the provision of Work under this Agreement. If, at a future time, Design-Builder will have contact with any pupils, Design-Builder shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Design-Builder shall not permit any employee to have any contact with District pupils until such time as the Design-Builder has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Design-Builder's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Design-Builder. Verification of compliance with this Section and the Criminal Background Investigation Certification that is attached to this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Work and prior to permitting contact with any student.
- 24. Safety and Security.** Design-Builder is responsible for maintaining safety in the performance of this Agreement. Design-Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

- 25.Clean Up.** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 26.Access to Work.** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Design-Builder shall provide safe and proper facilities for such access.
- 27.Protection of Work and Property.** Design-Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Design-Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
- 28.Occupancy.** District reserves the right to occupy buildings at any time before formal completion of the Work and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work.
- 29.Force Majeure.** Design-Builder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Design-Builder.
- 30.Termination.**
- 30.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Design-Builder only for Work satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Work by Design-Builder. Notice shall be deemed given when received by the Design-Builder or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Design-Builder for Work completed to date as a pro-rata amount of the Total Fee.
- 30.2. **Without Cause by Design-Builder.** Design-Builder may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Design-Builder for Work satisfactorily rendered to the date of termination. Written notice by Design-Builder shall be sufficient to stop further performance of Work to District. Design-Builder acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Work from another source.
- 30.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 30.3.1. material violation of this Agreement by the Design-Builder; or
- 30.3.2. any act by Design-Builder exposing the District to liability to others for personal injury or property damage; or

30.3.3. Design-Builder is adjudged a bankrupt, Design-Builder makes a general assignment for the benefit of creditors or a receiver is appointed on account of Design-Builder's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Work from another Design-Builder. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Design-Builder shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

30.4. Upon termination, Design-Builder shall provide the District with all documents produced maintained or collected by Design-Builder pursuant to this Agreement, whether or not such documents are final or draft documents.

31. Indemnification. To the furthest extent permitted by California law, Design-Builder shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Design-Builder under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Design-Builder proposes to defend the indemnified parties.

[THE FOLLOWING LIMITS ARE EXAMPLES ONLY; THEY ARE SUBJECT TO CHANGE BY DISTRICT'S RISK MANAGEMENT PRIOR TO AGREEMENT BEING FINALIZED.]

32. Insurance.

32.1. The Design-Builder shall procure and maintain at all times it performs any portion of the Work the following insurance:

32.1.1. **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

32.1.2. **Automobile Liability Insurance.** One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile that shall protect the Design-Builder and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Work by Design-Builder.

- 32.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Design-Builder's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Design-Builder shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Design-Builder shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 32.1.4. **Professional Liability (Errors and Omissions).** One Million Dollars (\$1,000,000) for errors and omissions as appropriate to profession of engineer designing photovoltaic system.
- 32.1.5. **Builder's Risk Insurance.** On a replacement cost value basis, Design-Builder shall procure and maintain, during the life of this Agreement, Builder's Risk (Course of Construction), or similar first party property coverage to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for engineering Work and expenses required as a result of any insured loss upon the Work and project, including completed Work and Work in progress, to the full insurable value thereof.
- 32.1.6. **Umbrella or Excess Liability.** Four Million Dollars (\$4,000,000) per occurrence to meet the policy limit requirements of the required policies if Design-Builder's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Design-Builder, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.
- 32.1.7. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
- 32.1.7.1. For the general liability and automobile liability policies:
- 32..7.1.1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Design-Builder; instruments of service and completed operations of the Design-Builder; premises owned, occupied or used by Design-Builder; or automobiles owned, leased, hired or borrowed by Design-Builder. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

32..7.1.2. For any claims related to the project, Design-Builder's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Design-Builder's insurance and shall not contribute with it.

32..7.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

32..7.2. Design-Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

32..7.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

32..7.4. Design-Builder shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commences.

32.1.8. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District

33.Payment Bond and Performance Bond. Design-Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Total Fee issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

34.Permits and Licenses. Design-Builder and all Design-Builder's employees or agents shall secure and maintain in force, at Design-Builder's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

35.Assignment. The rights, burdens, duties, or obligations of Design-Builder pursuant to this Agreement shall not be assigned by the Design-Builder without the prior written consent of the District.

36.Subcontractors. Subcontractors, if any, engaged by the Design-Builder for any service or Work under this Agreement shall be subject to the approval of the District. Design-Builder agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Design-Builder shall subcontract any part of this Agreement, Design-Builder shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

37.Compliance with Laws. Design-Builder shall observe and comply with all rules and regulations of the Board and all federal, state, and local laws, ordinances and

regulations. Design-Builder shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Design-Builder observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Design-Builder shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Design-Builder's receipt of a written termination notice from the District. If Design-Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Design-Builder shall bear all costs arising therefrom.

37.1. Design-Builder hereby acknowledges that the project manager(s), the project inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Design-Builder's Work does not comply with the requirements of the Agreement and related documents, Title 24 of the California Code of Regulations, and all applicable laws. Design-Builder shall be liable for any delay caused by its non-compliant Work.

37.2. **Labor Code Requirements.** Design-Builder shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Design-Builder and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Design-Builder or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

38. Certified Payroll Records: Design-Builder and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.

39. Audit. Design-Builder shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Design-Builder transacted under this Agreement. Design-Builder shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years thereafter. Design-Builder shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Work covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Design-Builder and shall conduct audit(s) during Design-Builder's normal business hours, unless Design-Builder otherwise consents.

40. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Design-Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Design-Builder agrees to require like compliance by all its subcontractors.

- 41. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the Total Fee provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Work performed in connection with this Agreement.
- 42. Confidentiality.** Design-Builder and all Design-Builder's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Work to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 43. Disputes.** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Design-Builder agrees it will neither rescind the Agreement nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.
- All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. The demand for mediation of any claim over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Design-Builder's submission of the request for final payment.
- If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Design-Builder's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 44. Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
- 45. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Design-Builder

Culver City Unified School District

4034 Irving Place

Culver City, CA 90232

ATTN: Mr. Ali Delawalla

Assistant Superintendent, Business Services

(310) 842-4220 Ext. 4226

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 46. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.
- 47. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 48. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 49. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 50. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 51. Cooperation.** The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.
- 52. Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

- 53. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 54. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 55. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 56. Counterparts.** This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.
- 57. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 58. Entire Contract.** This Agreement sets forth the entire contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

CULVER CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__
 By: _____
 Print Name: _____
 Print Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-Mail: _____

[DESIGN-BUILDER]

Date: _____, 20__
 By: _____
 Print Name: _____
 Print Title: _____
 License No.: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-Mail: _____

Information regarding Design-Builder:

Design-Builder: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- _____ Individual
- _____ Sole Proprietorship
- _____ Partnership
- _____ Limited Partnership
- _____ Corporation, State: _____
- _____ Limited Liability Company
- _____ Other: _____

Employer Identification and/or Social Security Number

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Exhibit A-1

THIS IS A SAMPLE DESCRIPTION TO BE REPLACED BY ACTUAL DESCRIPTION

PV System Description

System Size (DC kW): 750 AC kW

System Location:

Expected Modules: (___) _____

Expected Inverter: (___) _____

Expected Structure: Roof mounted, inverter placement optional: in electrical room or on outside wall.

Includes:

- Union shop for electrical work;
- DSA approvals;
- SolarGuard Monitoring System, including network access/high speed internet connection;
- Modifications to existing structures required to accommodate solar array, including structural enhancements;
- Re-roofing of existing structures, maintaining existing roof warranty;
- Electrical service or cabinet transfer upgrades required to accommodate PV System;
- Main electrical panel enhancements;
- Hazardous waste removal;
- Permitting and Plan Check Fees;
- Bonds;
- Trenching;
- Blocking;
- Any necessary plumbing, lighting, fire suppression, painting, interior finish, fixtures, sealing, site-work, structural construction.

Attachment A-2

Scope of Work

[THIS IS A GENERAL DESCRIPTION OF THE SCOPE OF WORK WHICH SHOULD FORM THE BASIS FOR PROPOSALS. THIS SCOPE WILL BE FINALIZED WITH THE SELECTED FIRM.]

Design-Builder's entire Proposal is not made part of this Agreement. [IF AN ACCEPTABLE DESCRIPTION OF WORK IS PROVIDED AS PART OF A PROPOSAL, THAT DESCRIPTION OF WORK CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Design, supply, construct and commission a solar photovoltaic (PV) system (PV System) at the District's Main Campus. The scope of work provided shall include, but are not limited to:

[INSERT SCOPE OF WORK]

- A. All labor, taxes, work, and equipment necessary to produce a fully operational 750 AC kW DC PV System. The District will own and operate the PV System after the PV System commissioning is complete.
- B. Securing from the governing agencies and utility company all required rights, permits, approvals, and interconnection agreements at the Design-Builder's expense and at no additional cost to the District. The District will become signatory on applications, permits, and utility agreements only where necessary.
- C. All necessary approvals from the Division of the State Architect (DSA). Prior to ordering equipment, the design must be finalized by the District and DSA in writing. Design-Builder shall be responsible for all fees, including DSA fees
- D. In designing, supplying and constructing the proposed PV System shall take into consideration the facilities electrical system, load patterns, Site and building conditions, available solar resources, obstructions, applicable zoning ordinances, installation cost, and other relevant factors.
- E. The design shall include, without limitation:
 - 1. PV System description.
 - 2. Equipment details & description
 - 3. Identification of an appropriate location for the PV inverter equipment and its related components and environmental control systems
 - 4. Layout of installation
 - 5. Layout of equipment
 - 6. Selection of key equipment
 - 7. Specification for equipment procurement and installation
 - 8. All details associated with the planned structural support requirements and mounting details for the panels, inverters, and PV System components.
 - 9. Rated performance of equipment components, subsystems, specific site projects.
 - 10. Integration of PV System with Site power system.
 - 11. Electrical grid interconnection requirement details.
 - 12. Controls, monitors and instrumentation.

13. Web-based monitoring plan and design.

F. Included in its design, Design-Builder shall ensure that the planned installation shall meet the following criteria:

1. Ease of maintenance and monitoring.
2. Efficient operation.
3. Low operating cost.
4. Secured location and hardware.
5. Compatibility with existing facilities and systems.

G. Design-Builder shall provide the following description of the technology for this 750 AC kW:

1. Guaranteed power capacity (DC kW) measured at the inverter input.
2. Guaranteed power capacity (AC kW) measured at the inverter input.
3. Estimated capacity factor (%) and annual output (kWh) and provide the methodology used to develop the estimates.
4. Guaranteed PV panel degradation rate over a twenty-year period.
5. PV array materials.
6. Inverter make and model.
7. Structural and mounting system.
8. Configuration, including flat-mounted versus tilt-mounted systems.
9. Structural requirements, including roof penetration as necessary.
10. Operational maintenance requirements, including personnel hours.
11. Typical or project degradation rates for field installations of this type over a twenty year period.
12. Typical useful life of significant components, include PV array and inverters.
13. Benefit specific to the Solar PV System being proposed.
14. Any product or warranty enhancements being offered.

H. Design-Builder shall be responsible for completing, submitting, and securing, in a timely manner, all applications and documentation required to receive all available incentives, credits, rebates, or similar offers ("Incentives").

1. Design-Builder shall assume all risk for securing these Incentives and the District will not compensate Design-Builder for the value of the Incentives.
2. This Agreement shall show a deduction from the total cost for the associated Incentives.
3. It is anticipated that the incentive will be for the final installed PV System that has a minimum California Energy Commission (CEC) rating of 750 AC kW as calculated based on CEC Emerging Renewables Rebate Program Guideline. PV module power shall be rated at a DC power level after one month of operation at PVUSA Test Conditions (PTC) and shall be rated at PTC Test Conditions per CEC guidelines.

I. Design-Builder shall install PV panels, inverters and other components that:

1. Meet the CEC Standards as noted on the CEC's website
2. Any other requirements that establish eligibility for Incentives. The PV System (including, without limitation, modules, panels and inverters) shall meet the criteria to be listed as eligible for the Emerging Renewables Program as defined by the CEC.

- J.** Design-Builder shall supply and install all equipment, materials, and labor necessary for the PV System and integrate the Solar PV System with the overall school electrical system. At a minimum:
1. All work shall be coordinated, in advance, with the District and shall be scheduled so as not to disrupt the teaching or learning environments. This includes coordination with District IT personnel in order to ensure that the web-based monitoring data “lands” on the District Ethernet.
 2. All costs associated for overtime work required for the seamless installation of this PV System shall be borne by the Design-Builder.
- K.** Design-Builder shall supply and install all equipment required to interconnect the PV System to the Southern California Edison (So. Cal. Edison) distribution system. Design-Builder shall fulfill all application, study, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by Design-Builder.
- L.** Design-Builder shall commission and transfer the PV System and all of its appurtenant equipment to the District. Design-Builder shall provide recommended testing protocols and conditions for review and approval by the District. During the start-up, the District, and/or its independent engineer, shall observe and verify the PV System’s performance. Required commissioning and acceptance test Work include:
1. Starting up the PV System until it achieves the performance requirements of the agreement;
 2. Conducting the performance testing over a consecutive twenty-four (24) hour period; and
 3. Conducting the successful acceptance test within sixty (60) days following completion of the PV System.
- M.** Design-Builder shall provide three (3) sets of Site-specific operation, maintenance, and parts manuals for the installed PV System. The manuals shall cover all components, options, and accessories supplied. They shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment at the Site. A maintenance schedule shall be developed for the Site. Design-Builder shall also provide three sets of as-built drawings in AutoCAD 14 or higher. These requirements shall be delivered prior to acceptance of the PV System.
- N.** Design-Builder shall monitor the PV System performance and shall provide public education and outreach regarding the PV System.
1. Design-Builder shall provide a turnkey data acquisition and display system that allows the District to monitor, analyze and display historical and live solar electricity generation data for the Site. This display system will allow the District to monitor performance against the warranted production requirements. The regularly collected data should reflect, but not be limited, to the following:
 - a. PV System performance
 - b. PV System availability
 - c. Average and accumulated output
 - d. Capacity factor
 - e. Degradation

2. The overall monitoring program and display systems shall be established by the acceptance of the display system by the District. Minimum web page design and information requirements shall be as per Fat Spaniel or Equal.
 3. Minimum requirements of the monitoring and display system include:
 - a. Real Site demand kW vs. Site (PV) production.
 - b. Hourly graphical tabulation of production.
 - c. Cumulative production (kWh) of PV System per day, week, month, year.
 - d. Calculated displacement of CO₂ and equivalent gallons of gasoline (at 12kWh/gal).
 - e. Connection to District Ethernet and link to District web page with web page graphic.
- O. Design-Builder shall provide training to designated District personnel who are responsible for maintaining the PV System.
1. Training will be provided to the on-site building manager within twenty (20) or twenty five (25) days of the acceptance of the PV System.
 2. The training shall include all aspects of routine operation, maintenance, and safety of the PV System, as well as the monitoring and display system.
- P. Design-Builder shall provide the following warranties, at a minimum:
1. Any warranty required to qualify the PV System for available rebates or incentives
 2. 20-year complete PV System warranty
 3. 20-year PV panel warranty
 4. 10-year roof and building penetration warranty
 5. 5-year complete operational power capacity warranty.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above project.

Date: _____
Proper Name of Design-Builder: _____
Signature: _____
Print Name: _____
Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: _____
Proper Name of Design-Builder: _____
Signature: _____
Print Name: _____
Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the Governing Board of the District as follows:

That I am a representative of the Design-Builder currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Design-Builder.

Design-Builder certifies that it has taken at least one of the following actions with respect to the construction project that is the subject of the Agreement (check all that apply):

_____ Design-Builder has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Design-Builder's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing Work pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Design-Builder's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Design-Builder has installed or will install, prior to commencement of Work, a physical barrier at the Work site, that will limit contact between Design-Builder's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Design-Builder certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Design-Builder who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Design-Builder's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Agreement is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of contract shall come in contact with the District pupils.

Design-Builder's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Design-Builder.

Date: _____

Proper Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Design-Builder hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the project or in any tools, devices, clothing, or equipment used to affect any portion of Design-Builder's work on the project for District.

Design-Builder further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Design-Builder if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Design-Builder's expense at no additional cost to the District.

Design-Builder has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Design-Builder and its employees will be providing services for the District, and because the Design-Builder's work may disturb lead-containing building materials, **DESIGN-BUILDER IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Design-Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Design-Builder shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Design-Builder.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Design-Builder, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, Design-Builder will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Agreement, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Design-Builder to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Design-Builder to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S

PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE DESIGN-BUILDER.

Date: _____

Proper Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

ROOFING PROJECT CERTIFICATION

PROJECT/AGREEMENT NO.: _____ between Culver City Unified School District ("District") and _____ ("Design-Builder") ("Agreement").

This form shall be executed by (1) all architects, engineers, or roofing consultants who provide professional services related to a roof repair or replacement project ("roofing project") and shall be submitted to the District prior to the time professional services are engaged and (2) all contractors, materials manufacturers, or vendors involved in a bid or proposal for a roof repair or replacement project ("roofing project") and submitted to the District when the award is made.

Certification of:

<input type="checkbox"/> Architect	<input type="checkbox"/> Contractor
<input type="checkbox"/> Engineer	<input type="checkbox"/> Vendor
<input type="checkbox"/> Roofing Consultant	<input type="checkbox"/> Materials Manufacturer
	<input type="checkbox"/> Other _____

I, [Name], [Name of Employer], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, [Name], [Name of Employer], certify that I do not have, and throughout the duration of the Agreement, I will not have, any financial relationship in connection with the performance of this Agreement with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, [Name], [Name of Employer], have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project Agreement (provide Name and Address of Building, and Agreement Date and Number):

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

APPENDIX 5

ACTUAL DISTRICT 12 MONTH ELECTRICITY USAGE

CULVER CITY USD - MAIN CAMPUS

Date	Days	Sum On kWh	Sum Mid kWh	Sum Off kWh	Win Mid kWh	Win Off kWh	Summer Demand			Winter Demand		Facilities Demand kW	Total kWh	\$
							Sum On kW	Sum Mid kW	Sum Off kW	Win On kW	Win Off kW			
1/10/2011	32				85,123	77,056				585	447	585	162,179	
12/9/2010	31				98,725	78,502				549	450	549	177,227	
11/8/2010	32				110,976	82,350				555	378	555	193,326	
10/7/2010	29	37,912	52,011	49,053	19,952	15,747	504	540	369	513	357	540	174,675	
9/8/2010	30	31,412	44,278	63,863			468	483	363			483	139,553	
8/9/2010	31	25,741	38,986	65,181			270	297	225			297	129,908	
7/9/2010	30	34,113	50,125	67,798			474	495	351			495	152,036	
6/9/2010	30	13,980	19,027	17,135	73,600	57,577	507	513	360	531	372	531	181,319	
5/10/2010	31				104,748	81,479				537	384	537	186,227	
4/9/2010	29				87,003	69,320				543	399	543	156,323	
3/11/2010	30				107,272	76,560				588	435	588	183,832	
2/9/2010	29				111,102	75,071				603	471	603	186,173	
	364	143,158	204,427	263,030	798,501	613,662							2,022,778	\$275,986

APPENDIX 6

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

_____ agrees to defend, indemnify, and hold harmless Culver City Unified School District, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities of _____, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by an agreement or not; and _____ shall pay for any and all damage to the property of Culver City Unified School District, or loss or theft of such property, done or caused by such persons. Culver City Unified School District assumes no responsibility whatsoever for any property placed on the premises.

_____ further agrees to waive all rights of subrogation against Culver City Unified School District. The provisions of the article do not apply to any damage or losses caused solely by the negligence of Culver City Unified School District or any of its agents or employees.

IN WITNESS WHEREOF, this document is executed on the 6th day of May, 2011.

Signature: _____

Printed Name: _____

Title: _____