

ATTACHMENT I

Scope of Engineering Services

1.1 DEFINITION

1.1.1 The Scope of Services consist of those described in Paragraphs 1.2 through 1.5, and include normal structural, mechanical and electrical engineering services.

1.1.2 The Energy Performance Contractor shall not be required to perform professional services which constitute the unlawful practice of architecture or engineering. Instead, the Energy Performance Contractor shall cause such services or any required certifications to be provided by a properly licensed design professional approved by the District and retained as a sub-consultant at the cost and expense of the Energy Performance Contractor.

1.2 PRE-DESIGN SERVICES

Upon request by the District the Energy Performance Contractor shall provide the following services to assist the District in establishing the Districts program and the financial and time requirements and limitations for the Project prior to beginning design:

1.2.1 Project Administration services consisting of pre-design administrative functions including:

1. Project-related research
2. Conferences
3. Visit to sites to obtain information on building services and equipment
4. Agency consultations
5. Research of critical applicable regulations
6. Preparation of written and graphic explanatory materials
7. Verification of proposed locations of power requirements for each room

1.2.2 Programming services required to establish the following detailed requirements for the Project including:

1. Design objectives, limitations and criteria
2. Flexibility and expandability

1.2.3 Presentations consisting of presentations of Pre-Design Phase analyses and recommendations by the Energy Performance Contractor to the District and such other entities as the District may require.

1.3 SCHEMATIC DESIGN PHASE

1.3.1 The Energy Performance Contractor, in consultation with the District and other persons or entities designated by the District, shall develop a written program for the project to ascertain the Districts needs and to establish the requirements for the project, and shall arrive at a mutual

understanding of such requirements with the District

1.3.2 The Energy Performance Contractor shall review with the District alternative approaches to design and construction of the Project.

1.3.3 Based on the mutually agreed-upon program schedule and construction budget requirements, the Energy Performance Contractor shall prepare, for approval by the District, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.4 DESIGN DEVELOPMENT PHASE

1.4.1 Based on the approved Schematic Design Documents and any adjustments authorized by the District in the program, schedule or construction budget, the Energy Performance Contractor shall prepare, for approval by the District, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to engineering, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.5 CONSTRUCTION DOCUMENTS PHASE

1.5.1 Based on the approved Design Development Documents and any further adjustments to the scope or quality of the Project or in the construction budget authorized by the District, the Energy Performance Contractor shall prepare, for approval by the District and/or its Construction Manager, if any, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The design documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations in effect on the date of execution of this Agreement. The Energy Performance Contractor shall prepare and submit all documents, applications, and other submittals as the same may be required by the Pennsylvania State Education Department and any other governmental agency, State or Federal, having jurisdiction over the projects(s).

1.5.2 The Energy Performance Contractor with the assistance of the District in connection with the District's responsibility under law shall file all documents required for the approval of governmental authorities having jurisdiction over the project.

1.5.3 The Energy Performance Contractor shall include in the bidding documents, information, plans and/or specifications, a requirement that all contractors provide operation manuals and adequate training for the District in the operation of mechanical, electrical, heating, ventilating and other systems.

1.5.4 Any defective drawings, specifications or other documents furnished by the Energy Performance Contractor shall be promptly corrected by the Energy Performance contractor and/or its subcontractor at no cost to the District Subject to the provisions concerning Warranty, Liability and Force Majeure, Insurance, Indemnity of this Agreement, nothing contained herein shall preclude a claim against the Energy Performance Contractor by the District for damages arising from defective drawings, specification or any other of the contract documents furnished by the

Energy Performance Contractor. Change orders and/or construction change directives resulting from the Energy Performance Contractor's oversight, error or omissions shall not be subject to any additional Energy Performance Contractor's fees. The District's approval, acceptance, use of or payment for all or any part of the Energy Performance contractor's services or of the project shall not in any way alter the Energy Performance Contractor's obligations or the District's rights hereunder.

1.5.5 To the extent that the following consultants are, in the Energy Performance Contractor's professional judgment, required for proper performance of the Energy Performance contractor's services, such consultants shall be retained by the Energy Performance Contractor as a basic service: acoustics, civil engineering, electrical engineering, lighting, mechanical engineering, equipment, roofing, and specifications, structural engineering, and cost estimating.

1.5.6 The Energy Performance Contractor shall furnish the services of other consultants when such services are reasonably required by the scope of the Project.