

TASK ORDER

Date: May 25, 2018

Task Order No. 4

This Task Order No. 4 (this "Task Order") entered into between:

Winship-Robbins Elementary School District ("Owner")
4305 South Meridian Road
Meridian, CA 95957

And

SmartWatt Energy, Inc. ("SmartWatt")
3 Rosell Drive
Ballston Lake, NY 12019

Is made pursuant to that certain Master Services Agreement #101704 between the Parties made effective 4 June 2015 (the "MSA"),

The terms of the MSA are incorporated herein by this reference, and shall be fully binding and controlling as to the Parties, as if fully set forth herein. Capitalized terms used but undefined herein shall have the meanings ascribed to them in the MSA.

The Scope of Work: General Description

1. The HVAC Retrofit Project:

Install new HVAC units for 2 classrooms, a break room and a gym. Remove existing roof mounted condensers and gas fired furnaces from the break room. Smartwatt will provide turnkey design, installation and project management for the complete scope of work. The new HVAC system will comply with current mechanical code, DSA exemptions and Title 24 requirements.

a. **Pre Construction**

- i. Pre-Construction conference with School District and Campus representatives.
- ii. Site mobilization

b. **Mechanical Scope of Work**

- i. Provide detailed design drawings that include full electrical, mechanical and structural detail.
- ii. Optimize mechanical design for cost, comfort and code compliance.
- iii. Install ground mount Split systems at locations (A,B,C) as determined by final design. (See appendix A for map)

- iv. Install ground mount packaged unit heat pump with heat strips at location D as determined by final design.
- v. Install all necessary supply and return ducting at gym location D as determined by final design.
- vi. Install all necessary low voltage controls required for fresh air ventilation.
- vii. Run all necessary condensate per local code.
- viii. Remove and dispose of existing HVAC units from roof top and break room location E in accordance with state and/or federal regulations.
- ix. Patch holes from line set removal on the roof.

c. **Electrical Scope of Work**

- i. Disconnect electrical power from the unit and remove the existing electrical disconnect.
- ii. Include wire, conduit, and other electrical components needed for complete installation.
- iii. Following installation of new mechanical equipment, attach new electrical disconnect to unit at a location with proper clearance.
- iv. Turn on the electric current supply to the disconnect.

d. **Structural Scope of Work**

- i. Anchor new unit per structural engineering specifications.
- ii. Provide Structural engineer stamp and letter for DSA exemption.

e. **Project Closeout**

- i. Closeout documents reviewed
- ii. Operation and Maintenance manuals delivered
- iii. In-Person training of new equipment
- iv. Warranty documents handed over

f. **Inclusions**

- i. DSA exemption documentation
- ii. All necessary components for a complete install of new HVAC system.
- iii. Provide Warranty – one (1) year labor and one (1) year on Material.
- iv. Warranty service work as pertaining to installation defect and customer training.

g. **Exclusions**

- i. Any item not specifically listed above
- ii. LEED Certification or evaluation
- iii. Any additional Site work other than in the final approved Scope of Work

- iv. Any additional structural site work necessary to correct existing building deficiencies to support the proposed Mechanical system.
- v. Construction or pouring of new concrete pads for HVAC units
- vi. Correction of unknown existing system deficiencies
- vii. Hazardous material disposal
- viii. Type 1 Indemnity Clause
- ix. Asbestos removal
- x. Additional engineering services not listed above.
- xi. DSA plan review fees, including but not limited to structural safety, fire and life safety and access compliance reviews.
- xii. DSA inspector or inspection fees
- xiii. DSA lab or field testing fees

h. **Assumptions**

- i. Prevailing wage project. See <http://www.dir.ca.gov/OPRL/PWD/index.htm> for prevailing wage determinations.
- ii. Normal business working hours 8am to 5pm

2. Compensation and Payment:

Payment for the Work is to be a fixed price (the “Fixed Price”) in the amount of Two Hundred Thirteen Thousand Nine Hundred Forty Nine thousand Dollars (\$213,949).

Within twenty (20) days from the date of execution of this Task Order, SmartWatt shall submit to Owner a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the full amount of the Fixed Price.

Payment Applications are to be made monthly, and must be submitted on or before the 25th day of each month. If requested by Owner, SmartWatt shall submit partial lien waivers with each interim Payment Application.

The rate of retainage on each progress payment shall be five (5%) percent. This retainage shall also be reduced upon Substantial Completion to the value of the Work remaining in order to achieve Final Completion. All remaining retainage will be paid with the payment due upon Final Completion.

The Payment Application for final payment on the Fixed Price shall be accompanied by: i) final lien waivers from all subcontractors and suppliers; ii) all close-out documents such as as-built drawings, manufacturers’ warranties, and operating manuals; and iii) any other documentation as Owner may reasonably request.

The drawings and specifications produced under this Task Order are part of a design-build construction process where SmartWatt is both the designer and builder. SmartWatt

assumes no design liability should the Owner and/or another contractor implement the project without SmartWatt acting as the prime contractor

3. Work Schedule/Time:

- a. Estimated 8 weeks design, procurement, installation and commissioning.

4. Security Matters

- a. SmartWatt shall comply with the provisions of Education Code section 45125.1 concerning the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, unless the Owner has determined pursuant to Education Code section 45125.2 that, under the totality of the circumstances, based on the Work to be performed pursuant to this Task Order, SmartWatt, and any of its subcontractors and employees, will have only limited contact with the Owner's pupils. SmartWatt shall not allow any employee to have contact with the Owner's pupils until such time as SmartWatt has verified in writing to the Owner that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. SmartWatt shall ensure that its employees, agents, and employees or agents of its subcontractors comply with this Section and the applicable provisions of the Education Code. SmartWatt shall verify its compliance with this Section for each employee on a form provided by the Owner.
- b. To the extent SmartWatt or any of its subcontractors are providing construction services on school facilities of the Owner, SmartWatt shall comply with the provisions of Education Code section 45125.2 to ensure the safety of pupils, and will not be subject to Education Code section 45125.1 as provided therein. The Owner shall specify the appropriate security measures, as set forth in Education Code section 45125.2, to be implemented.
- c. Separate from the requirements of the Education Code, SmartWatt shall comply with all health, safety, and security measures established by the Owner.



Winship-Robbins Elementary School District

SMARTWATT ENERGY, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

Site Map

