

AMENDMENT NO. 1 to:

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES Between Redwood City School District And Sage Renewable Energy Consulting, Inc.

This Amendment No. 1 ("Amendment") amends the Independent Consultant Agreement for Professional Services ("Agreement"), which was entered into by and between the Redwood City School District ("District") and Sage Renewable Energy Consulting, Inc. ("Consultant") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of March 22, 2017;

WHEREAS, the Parties wish to amend the Agreement to extend Consultant's services and adjust compensation accordingly;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

AGREEMENT TO AMEND

1. Exhibit "A" to the Agreement ("Description of Services to be Performed by Consultant") is hereby amended to add the following:

E. Phase 4 – Construction and Closeout: In connection with the solar PV projects located at Clifford Elementary School, Roosevelt Elementary School, Selby Elementary School, and the District Office, Consultant shall provide the following tasks for each of the solar PV projects identified in this paragraph:

Task 9: Construction Support & Oversight – Additional

- Participation in weekly project meetings by phone and attend in-person meetings when aligned with construction inspection/oversight activities.
- Track PV Contractor-maintained master scheduled and look-aheads against milestones.
- Review and respond to requests for information (RFIs) during construction.
- Technical review/comments/support to District Construction Manager (CM), including comments on design changes and change orders and PV Vendor's/Contractor's work with regard to contract/industry standards for PV.
- Attend authority having jurisdiction (AHJ) inspections and interconnect as feasible in coordination with site visits.
- As-needed support and communications with District, District's CM, and DSA Inspector of Record (IOR).
- Site visits per project: up to 3, or once a month during active construction as-needed.

Task 10: Project Closeout – Additional

- Review PV Contractor Cx proposal, confirm meets contract requirements and industry standards.

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- Inspection of systems, including:
 - System component and design conformance with Contracts
 - Workmanship evaluation
 - Performance verification, including infrared spot testing, and inverter/system output confirmation, and monitoring system verification.
- Provide review of documentation, including PV Vendor Cx results and O&M manual.
- Coordinate with District CM to ensure all closeout tasks/submittals have been completed, and provide technical assistance as-needed.
- Provide input to project closeout punch list and coordinate with CM/AHG inspectors/other stakeholders to verify completion.
- Coordinate with CM on shutdown, interconnect and confirm PV Vendor achieves utility permission to operate (PTO).
- Produce Project Summary Report with electronic library of closeout documentation including as-builts, permission-to-operate notices, inspection reports, punch list closeout, etc.
- Per project site visits: up to two, for inspections and verification.

Task 11: Solar Performance Auditing and Management

- Conduct monthly PV system performance checks
- Collect solar PV production data, site PG&E consumption data quarterly.
- Provide quarterly performance reporting.
- Audit annual Operations & Maintenance Contract obligations.
- Conduct performance and tariff modeling to determine actual financial savings on an annual basis.
- Ensure systems are on PG&E tariff that provides the greatest value of solar PV energy on an annual basis.
- Provide annual performance evaluation report, including performance guarantee verification and detailed financial savings modeling. Reporting shall be aligned with latest annual Commercial Operation Date for all systems or District fiscal year.
- Provide as-needed PV System issue support, up to 8 hours of staff time per year.

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- Per project site visits: One per year to present Annual Performance Report to Board or District stakeholders.

Per Project Schedule and Deliverables for Phase 4:

Task	Start Date	End Date	Deliverables
9	July 2019	August 2019	Review & Comments for submittals/RFIs/Change Orders/Pay Apps
10	August 2019	November 2019	Input to punchlist based on inspections Project Summary Report, includes inspection reports, as-built plan sets, all contract documents and amendments & electronic document closeout library
11	November 2019	December 2024	Quarterly Performance Summary Annual Performance Report, including financial Analysis

Phase 4 Assumptions:

1. Travel to CLIENT sites per site visit assumptions outlined in Scope of Services. Project travel generally assumes one representative per visit unless otherwise noted. Additional travel beyond the trips listed may require additional budget.
2. Assumes schedule listed. Delays or extension of the assumed schedule may require additional budget.
3. All deliverables will be delivered in electronic format.
4. Site data will be made available as-needed.
5. CLIENT will provide necessary staff support for site visits, access to electrical gear, timely responsiveness to questions, reviews and data requests to help facilitate site walks.
6. Construction and commissioning of project will be performed by others. SAGE will provide technical assistance during construction, review/oversight of solar Contractor commissioning, inspections/performance assessment as-noted, and performance management.
7. Solar Contractor is responsibility for interconnection process and ensure interconnect with Utility. SAGE will provide oversight of solar Contractor's interconnection effort.
8. SAGE will be on-site during construction and commissioning as noted and perform the tasks listed, including providing technical support and contract adherence verification. CLIENT will self-perform or separately contract day-to-day construction management and required DSA inspection services.

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2. Exhibit "C" to the Agreement ("Pricing") is hereby deleted and replaced with "ATTACHMENT 1" attached to this Amendment and incorporated herein by this reference.
3. Section 2 ("Term") of the Agreement is amended to read in its entirety:
 2. **Term.** Consultant shall commence providing services under this Agreement on March 22, 2017 and will diligently perform as required and complete performance in accordance with the schedule set forth in **Exhibit "B"** to this Agreement and incorporated herein by this reference, unless this Agreement is terminated and/or otherwise cancelled prior to that time. The Original Term of this Agreement shall conclude March 21, 2022 ("Original Term"), at which time the Agreement shall be renewed for an additional five year term ("Subsequent Term").

Time is of the essence with respect to all provisions of this Agreement. The performance of Services shall be undertaken and completed by Consultant in such sequence as to assure their full completion in accordance with the purposes of this Agreement.

4. Section 4 ("Compensation") of the Agreement is amended to read in its entirety:
 4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Hundred Fifty-Four Thousand and Forty Dollars (\$154,040), excluding Additional Alternative Services proposed by Consultant. Consultant's compensation for specific phases and tasks shall not exceed the amounts set forth in **Exhibit "C"** to this Agreement, incorporated herein by this reference. District shall pay Consultant according to the following terms and conditions:
 - 4.1. **Payment.** Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District in a form acceptable to District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is found in **Exhibit "B"** to this Agreement.
 - 4.2. **Extra Work.** Services provided outside of those in Exhibit "A" constitute Extra Work, and may be performed only with the District's advance, written authorization. Such Extra Work shall be billed on a time and materials basis. Extra Work shall be billed in accordance with the hourly rates in **Exhibit "C"** as applicable to Consultant or authorized subconsultant kW Engineering.

5. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Agreement and any provision of the Agreement relating to the Amendment only, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 2019

Dated: _____, 2019

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**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
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Redwood City School District

By: _____

Print Name: Dr. John Baker

Print Title: Superintendent

Dated: _____, 2019

Redwood City School District

By: _____

Print Name: Priscilla Aquino-Dichoso

Print Title: Chief Business Official

Sage Renewable Energy Consulting, Inc.

By: Thomas C. Willard

Print Name: Thomas C. Willard

Print Title: Principal

ATTACHMENT 1

EXHIBIT "C"

PRICING

Consultant shall complete all Services required under this Agreement in accordance with the authorized hourly rates for Sage Renewable Energy Consulting, Inc. listed below, and not to exceed the dollar amounts set forth in the "Fee" column below for each Task:

Task	Fee
Task 1 Utility Assessment	\$12,140
Task 2 Facility & Financial Assessment	\$16,075
Task 3 Energy Expenditure Plan	\$8,700
Task 4 Procurement (RFP)	\$20,330
Task 5 Vendor Selection	\$13,570
Task 6 CEC Project Closeout	\$8890
Task 7 Contracting Assistance	\$3,975
Task 8 Design Review & Construction Support	\$23,360
Task 9 Construction Support - Additional	\$6,000
Task 10 Project Closeout - Additional	\$4,000
Task 11 Performance Management – 5 Years	\$37,000
Total NTE	\$154,040

Authorized hourly rates for Sage Renewable Energy Consulting, Inc.:

Title	2017-18 Hourly Fees	2019 Hourly Fees	2020 Hourly Fees
Principal	\$210	\$230	\$235
Senior Project Manager	\$190	\$215	\$220
Senior Engineer / Project Manager	\$180	\$195	\$200
Energy Consultant I / Construction Manager	\$170	\$170	\$175
Energy Technician / Analyst	\$155	\$140	\$145
Energy Intern	\$75	\$105	\$110
Project Administrator	n/a	\$80	\$85

No markup is permitted for subconsultant(s).

Consultant may invoice kW Engineering subconsultant costs in an amount Not To Exceed Thirty-Two Thousand Dollars (\$32,000) inclusive of subconsulting Services for Task 1, Task 2, Task 3, Task 6, and Task 10. Consultant's invoicing for kW Engineering is not in addition to and does not increase the not to exceed amounts set forth in the chart, above.

Subconsulting Services for Tasks 4, 5, 7, 8, and 9 shall constitute Extra Work and shall be invoiced only with District's advance written approval, and according to a Time and Materials basis using the rates below:

Authorized subconsultant kW Engineering hourly rates:

- Principal - \$234
- Director - \$208
- Project Manager - \$191
- Senior Engineer II/Consultant II - \$182
- Senior Engineer/Consultant - \$176
- Project Engineer - \$168
- Engineer/Consultant - \$160
- Technician - \$104
- Intern - \$94
- Administrative - \$68

[END OF EXHIBIT C]

