

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(Energy Consultant Services)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 16th day of October, 2019 by and between the Redwood City School District, ("District") and Sage Renewable Energy Consulting, Inc. ("Consultant"), (together, "Parties").

WHEREAS, the District requires consulting services in connection with a Battery Electric Bus Charging Infrastructure Project; and

WHEREAS, the District is authorized by Section 4525 *et seq.* of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, or construction management matters; and

WHEREAS, the District is authorized by Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District has determined Sage Renewable Energy Consulting, Inc. is qualified to provide services as an energy conservation and clean energy consultant based on several criteria, including firm qualifications, experience working on energy efficiency projects and with school districts, proposed scope of work and price; and

WHEREAS, based on the foregoing criteria, Consultant is experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, Consultant has indicated its willingness and commitment to provide its specialized services and/or advice to the District on the terms hereafter set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide consulting services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, 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.

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.

3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> </u> √	Signed Agreement
<u> </u> √	Workers' Compensation Certification

Fingerprinting/Criminal Background Investigation Certification
 Insurance Certificates and Endorsements
 W-9 Form
Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eighty-Nine Thousand Dollars (\$89,000). 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. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
- 5.1. Not applicable.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement:
- 6.1. Not applicable.
7. **Staffing.** Consultant has been selected to perform the Services herein because of its skills and expertise. Unless Consultant receives District's advance written authorization, only Consultant shall provide the Services.
8. **Performance of Services.**
- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school Districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** 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.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects in the Energy Program for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
10. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
11. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant 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 Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
12. **Originality of Services.** Except as to standard generic details, Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
13. **Ownership of Work/Copyright/Trademark/Patent.** Consultant 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.

14. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant 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 Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

15. **Disputes.** In the event of a dispute between the parties as to performance of the Services or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of a dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work but Consultant's sole remedy shall be to submit such controversy to determination through mediation or by a court having competent jurisdiction of the dispute, after the Work has been completed, and not before. District shall continue to make payment to Consultant for work not in dispute.

16. **Termination.**

16.1. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 16.1.1. material violation of this Agreement by the Consultant; or
- 16.1.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 16.1.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 services from another Consultant. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant 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.

16.2. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement upon fifteen (15) days written notice and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for Services completed to date.

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

17. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Consultants, employees, trustees, and volunteers (the "District 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 Consultant under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Consultant shall, to the furthest extent permitted by California law, defend the District Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

18. **Insurance.**

18.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

18.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

18.1.2. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

18.1.3. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

18.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

18.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

18.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

18.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

18.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

18.3. **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.

19. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

21. **No Conflicts of Interest.** Consultant represents that the Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Consultant.
22. **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 Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
23. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **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 compensation 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 services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **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:

Redwood City School District

750 Bradford Street
Redwood City, CA 94063

ATTN: Don Dias, Bond Program Director

Email: RCSDbond@rcsd.net

Consultant:

Sage Renewable Energy Consulting, Inc.

1719 5th Avenue
San Rafael, CA 94901

ATTN: Jordan Bowen, Business Development
Manager

Phone: 415.663.9914

Fax: 415-692-8148

Email: jordan@sagerenew.com

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.

28. **Attorney Fees/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.
29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **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 or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
31. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
32. **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.
33. **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.
34. **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.
35. **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.
36. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

37. **California 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 the county in which the District's administrative offices are located.
38. **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 authority and empowered to enter into this Agreement.
39. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
40. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: _____, 2019

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

Dated: September 30, 2019

Sage Renewable Energy Consulting, Inc.

By: _____

Print Name: Thomas C. Willard

Print Title: Principal

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:

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

Date: September 30, 2013

Name of Consultant: Sage Energy Consulting, Inc.

Signature: 

Print Name and Title: Thomas C. Willard, Principal

(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 District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

X Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, TBD, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is not made part of this Agreement.

The Consultant shall perform Services for the feasibility assessment, electrical infrastructure upgrade design, competitive bid management, implementation oversight and commissioning verification of battery electric bus charging stations at 601 James Avenue, the Maintenance and Operations/Transportation Facility for the District. Consultant understands the District has been granted funding to help purchase three battery electric school buses, however, the buses have not yet been identified or procured. It is assumed the current infrastructure upgrades will accommodate three (3) Level 2 electric vehicle (EV) charging stations. The feasibility assessment will account for future battery electric bus infrastructure for up to 10 bus direct current (DC) fast chargers and infrastructure design will be made ready for future expansion of the battery electric bus fleet. It is assumed that a new, dedicated PG&E service will need to be installed as part of this project.

Consultant's Services include Tasks 1 through 6, and at the District's option, Task 7.

Task 1 outlined below includes feasibility assessment and schematic design (SD) phase, inclusive of reviewing market available battery electric buses and associated Level 2 charging equipment to charge buses. SD will seek to maximize the rate at which buses may be charged within the constraints of the existing PG&E electrical service and determine if a service upgrade will be required. SD will also explore battery electric bus charger preferences and accommodations for future buildout of additional chargers, DC fast-charging, integration of solar PV and battery storage, and a new electric service.

Task 2 includes Design Development, initial Construction Documents (CDs), and Request for Proposal (RFP) documents based on District input following Task 1. O'Mahoney & Myer (OMM) will be the electrical engineer of record for the drawings and specifications. Sage has a long working relationship with OMM and the Sage/OMM team has assessed and designed electric bus infrastructure upgrades for neighboring school districts. This task assumes that final CDs will be coordinated and permitted through the City by design-build contractor selected through the competitive RFP process. Sage will manage the competitive RFP process. This process will be similar to the RFP services Sage provided for the Proposition 39 solar photovoltaic (PV) project.

Task 3 includes proposals evaluation and vendor selection assistance. Sage will conduct a complete qualitative and quantitative review of each proposal and present a summary of the evaluations to District decision makers. As part of this analysis, Sage will conduct energy and financial modeling necessary to validate G.C. 4217 requirements.

Task 4 is for contract administration and negotiations. Sage will work with District legal counsel to negotiate and prepare contract documents and Board action items, resolutions, and/or presentations regarding EV charging infrastructure project.

Task 5 includes Design, Permitting & Construction Administration (CA) support during implementation of the EV chargers. This task will be similar to the design-construction support services Sage provided for the solar PV project. This task includes budget for OMM to assist with EV related items that may arise during development of final CDs, AHJ permitting, and construction.

Task 6 includes EV charging infrastructure commissioning verification and project close out. Sage will verify that all upgrades have been installed as designed, are functioning as intended, and the project is closed and certified with all AHJs. This task includes punch walk coordination, and verification of satisfactory completion of all punch list items.

Task 7 is an optional additional task for assistance seeking additional funding for the EV buses and charger infrastructure, or any other as needed energy services. Assuming the District has already exhausted CEC School Bus Replacement Program funding, examples of potential other funding sources include the California Air Resources Board HVIP program, Bay Area Air Quality District, PG&E, Peninsula Clean Energy, etc.

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Scope of Work

Task 1 Feasibility & Schematic Design (SD)

- 1.1 Review historical demand on existing service and determine constraints for EV charger capacity. Review existing/upcoming buses available on the market and maximum power level various models can charge at. Determine power level with District considering market and limits of existing main service.
- 1.2 Assess future potential loads and infrastructure needs for expanded electric fleet and DC fast charging.
- 1.3 Advise on utility service/metering configuration and applicable utility tariffs selection.
- 1.4 Review choices for available charging infrastructure and solicit input from District (e.g. location of pedestals, cable length, retractable cables, station metering, etc) to inform design.
- 1.5 Create Schematic Design based on outcome of earlier subtasks. Include reserved footprint for future electrical service, DC fast charge equipment and future charger locations. Include table with charge rates for various market ready school buses with selected Level 2 hardware.
- 1.6 Assess and advise on optimal future charging infrastructure improvements that can be included in current upgrades, i.e. adequate conduit sizing and spares for future charging equipment, tie-in location/circuits for future chargers/battery storage/PV.
- 1.7 Specify loads and apply for new PG&E service for EV charging, if needed.

Site Visits One, for site inspection.

Task 2 Design Development and RFP Management

- 2.1 Create one progress design set and specifications for District review based off SD decisions.
- 2.2 Create project-specific Request for Proposals (RFP) adhering to Government Code 4217.10 *et seq* for an energy service design-build contract using Sage RFP templates, including electronic submittal documents, project requirements, specifications, contract terms, and additional information.
- 2.3 Review with DISTRICT and DISTRICT Legal Counsel.
- 2.4 Manage solicitation notices and electronic distribution to electrical design-build contractors in coordination with DISTRICT.
- 2.5 Coordinate and conduct site walk with interested contractors.
- 2.6 Manage document access and produce Addenda with RFI responses, as needed.
- 2.7 Assistance DISTRICT with ongoing critical path project items, such as utility new service or CEC applications, etc.
- 2.8 Manage electronic submission of proposals.

Site Visits One to conduct RFP site walk.

Task 3 Proposal Evaluation and Vendor Selection

- 3.1 Provide initial summary of responses and preliminary ranking of proposals based on DISTRICT evaluation criteria.
- 3.2 Perform detailed quantitative analysis of top three proposals, including review of pricing, production estimates and lifecycle cost of energy analysis.
- 3.3 Perform qualitative analysis, including equipment and design review, proposer qualifications, schedule, reference checks, operations & maintenance (O&M), contract exceptions, etc.
- 3.4 Provide summary report outlining quantitative and qualitative analysis.
- 3.5 Participate in DISTRICT selection committee workshop to review proposals and rank proposers, including optional interview of highest ranked proposers.
- 3.6 Produce summary evaluation matrix, report and/or presentation for DISTRICT with recommendations.
- 3.7 Provide notifications to proposers.

Site Visits: Up to two, one for interviews or committee meeting, and one for DISTRICT board meeting.

Task 4 Contracting Support

- 4.1 Facilitate contract negotiations kick off and meetings with DISTRICT, Legal Counsel and selected design-build Contractor. Attend conference calls as needed.
- 4.2 Ensure Project requirements are fully integrated into contract, including redlining of Contractor's documents. Contract documents may include:
 - 4.2.1 Design-Build Contract
 - 4.2.2 General Terms and Conditions
 - 4.2.3 Warranties or Operations & Maintenance Agreement
 - 4.2.4 RFP requirements (scope, criteria, specifications and process)
 - 4.2.5 Schedule
- 4.3 Interface with DISTRICT staff, Legal Counsel and Contractor as needed.
- 4.4 Participate in contract negotiations and finalization with Legal Counsel and proposer.
- 4.5 Prepare any required 4217 notices, findings or resolutions for Board action to authorize Contract approval.

Site Visits: Up to one, for DISTRICT Board meeting contract approval.

Task 5 Design, Permitting and Construction Administration Support

- 5.1 Coordination with PG&E for new service drop and infrastructure installation.
- 5.2 Review and respond to RFIs during design, permitting & construction.
- 5.3 Technical review and comments on design changes and change orders.
- 5.4 Review of commissioning/closeout documentation.

- 5.5 As needed support and communications with CLIENT, CLIENT Construction Manager (CM) and AHJ inspector.

Site visits: Up to two, for Construction kickoff and progress inspection.

Task 6 Commissioning (Cx) Verification and Project Closeout

- 6.1 Review Contractor's Cx methodology and ensure system installed per contract.
- 6.2 Inspection of infrastructure upgrades, including:
 - System component and design conformance verification
 - Workmanship evaluation
 - Performance verification
- 6.3 Coordinate project closeout punch walk, manage punch list progress, and verify completion in coordination with CM and District Staff.
- 6.4 Produce Project Summary binder with library of closeout documentation, including: as-builts plans, inspections reports, punch list closeout, etc.
- 6.5 Ensure all necessary closeout documentation submitted to AHJ and utility agreements are in place.

Site visits: Up to two, for inspection and verification.

Task 7 Additional Funding Support (Optional, As Needed)

- 7.1 Support District in seeking additional funding for EV buses and charging infrastructure or other related work, billed on as-needed basis. Work to be authorized by CLIENT.

Site visits: TBD - Billed on T&M basis.

Schedule and Deliverables

Task	Start Date	End Date	Deliverables
1 Feasibility & Schematic Design	September 2019	October 2019	- Feasibility Memo - Schematic Designs - PG&E New Service Application
2 Design Development & RFP Management	November 2019	January 2020	- Up to 50% Design - RFP and Bridging Documents - Distribution List & Addenda
3 Proposal Evaluation & Vendor Selection	January 2020	February 2020	- Proposal Evaluation Summary - Board Presentation (Optional)
4 Contracting Support	February 2020	March 2020	- Contract Edits - G.C. 4217 Notice, Resolution and Findings

5	Design, Permitting & Construction Support	March 2020	August 2020	<ul style="list-style-type: none"> - Board Presentation (Optional) - Review & Comments for Submittals/RFIs/Change Orders/Pay Apps
6	Commissioning & Project Closeout	August 2020	September 2020	<ul style="list-style-type: none"> - Punch List - Project Summary Report, includes inspection reports, as-built plans set, all contract documents and amendments & electronic document closeout library

Project Requirements and Assumptions

1. Travel to the proposed project site and/or the DISTRICT offices as stated in Tasks. Project travel assumes one SAGE representative per site visit unless otherwise noted. Travel requested in excess of visits listed to be billed I&M from As-Needed contingency budget.
2. Project travel generally assumes one representative per visit unless otherwise noted.
3. Assumes schedule listed above. Delays or extension of the assumed schedule by others (PG&E, Contractor, District, etc.) may require additional budget.
4. All deliverables will be delivered in electronic format.
5. Assumes new PG&E service dedicated for EV charging will be needed at 601 James Ave.
6. Site data will be made available as needed. SAGE will review available existing data and provide preliminary review of project constraints. On-site review will be limited to visual inspections of potential PV locations, electrical services and existing site conditions. Feasibility will not include new or invasive site investigations (e.g. geotechnical studies, structural investigation, shutdown/inspection of electrical services, etc.).
7. 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.
8. 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.
9. Design-build Contractor is responsible for permitting and any necessary Utility agreements. SAGE will provide technical review and oversight of Contractor's permitting and Utility agreement effort.
10. 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 be available for required AHJ inspections.

[END OF EXHIBIT]

EXHIBIT "B"

SCHEDULE

Consultant shall provide Services in accordance with the schedule below:

Schedule and Deliverables

	Task	Start Date	End Date	Deliverables
1	Feasibility & Schematic Design	September 2019	October 2019	<ul style="list-style-type: none">- Feasibility Memo- Schematic Designs- PG&E New Service Application
2	Design Development & RFP Management	November 2019	January 2020	<ul style="list-style-type: none">- Up to 50% Design- RFP and Bridging Documents- Distribution List & Addenda
3	Proposal Evaluation & Vendor Selection	January 2020	February 2020	<ul style="list-style-type: none">- Proposal Evaluation Summary- Board Presentation (Optional)
4	Contracting Support	February 2020	March 2020	<ul style="list-style-type: none">- Contract Edits- G.C. 4217 Notice, Resolution and Findings
5	Design, Permitting & Construction Support	March 2020	August 2020	<ul style="list-style-type: none">- Board Presentation (Optional)- Review & Comments for Submittals/RFPs/Change Orders/Pay Apps
6	Commissioning & Project Closeout	August 2020	September 2020	<ul style="list-style-type: none">- Punch List- Project Summary Report, includes inspection reports, as-built plans set, all contract documents and amendments & electronic document closeout library

[END OF EXHIBIT]

EXHIBIT "C"

PRICING

Consultant shall complete all Services required under this Agreement in accordance with the fixed fee amount for each task listed below, not to exceed \$89,000:

Task	Fixed Fee
1 Feasibility & Schematic Design	\$10,500
2 Design Development & RFP Management	\$21,500
3 Proposal Evaluation & Vendor Selection	\$7,500
4 Contracting Support	\$4,500
5 Design, Permitting & Construction Support	\$28,000
6 Commissioning & Project Closeout	\$9,000
Total	\$81,000
7 As Needed / Contingency – Optional (~10%)	\$8,000
Total w/Task 7	\$89,000

Additional Services - Time and Materials Fee Structure

If requested by CLIENT, SAGE may provide additional services on a time and materials (T&M) basis with a not to exceed (NTE) limit, billed at the hourly rates listed below. Additional services will be administered under a separate Task Order, Contract Amendment, or requested in writing by CLIENT. For additional services beyond 2020, the hourly rates will be escalated at 2.5% annually. T&M travel time is billable at the full hourly rate. SAGE will not perform T&M work without prior consent of the CLIENT.

Hourly Fee Schedule

Title	2019 Hourly Fees	2020 Hourly Fees
Principal	\$230	\$235
Senior Project Manager	\$215	\$220
Senior Engineer / Project Manager	\$195	\$200
Energy Consultant I / Construction Manager	\$170	\$175
Energy Technician / Analyst	\$140	\$145
Energy Intern	\$105	\$110
Project Administrator	\$80	\$85

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Reimbursable Expenses

The above fixed fees include the travel indicated in the Proposed Scope of Services. Fees assume all deliverable materials for the project will be provided digitally. Printed copies of documents will be billed at cost plus 10%. For additional T&M work, all reasonable and ordinary expenses are reimbursable at cost plus 10%.

Travel Costs

Travel is included in the fixed fees listed above for the number of site visits noted. For additional travel requested beyond the frequency listed above, travel may be requested on a fixed fee or T&M basis. For T&M travel, personnel travel time from our office to project location is billable at the full hourly rate, meals and lodging will be billed at cost, and vehicle driving mileage will be billed at the current IRS mileage rate. All other costs will be billed at cost plus 10%.

Term of Fee Schedule

The Fee Schedule above is for project work completed through July 31, 2021.

[END OF EXHIBIT]