

Mountain View Whisman School District
Independent Contractor Agreement for Professional Services
(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 2018 (“Agreement”), by and between and **Mountain View Whisman School District** (“District”) and **Sage Renewable Energy Consulting, Inc.** (“Consultant”). Consultant and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with 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. The Consultant shall furnish to the District the following services (“Services” or “Work”). The Consultant warrants that it is specially trained, licensed and experienced and competent to perform the Services **As indicated in Exhibit A** or **as follows:**

2. **Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation for a total not to exceed fee of **\$133,200** (“Fee”). Payment for the Services shall be made in accordance with the Terms and Conditions and the provisions herein below. District must approve Consultant’s form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided). Additional payment terms are included as follows:

- a. Consultant’s Fee percentage is on a sliding scale based on the California Office of Public School Construction (OPSC) guidelines for energy consultant fees.
- b. For calculating the Fee for this project, Consultant has assumed a 1.0 MW project. If the project size changes by more than +/-25% from the 1.0 MW assumption, Consultant reserves the right to renegotiate the project Fee.
- c. At the time of execution of this Agreement, Consultant has already completed a Feasibility Study, which is included in the overall project Fee, as described in the table below.
- d. If the project is canceled for any reason, the District will be responsible for payments to Consultant for work completed to date per the Fixed Fee Schedule presented below. Consultant will only bill for work that has been completed and will not bill for uncompleted tasks if the Project is terminated or suspended.
- e. Project Fee Percentages and Costs by Task

Task	Description	Task Percentage	Task Fee
	Feasibility Study (Completed)	10%	
Task 1	Procurement – RFP/RFQ	16%	\$23,680
Task 2	Proposal Evaluation & Vendor Selection	10%	\$14,800
Task 3	Contracting Support	7%	\$10,360
Task 4	Design Review	12%	\$17,760
Task 5	Construction Support	20%	\$29,600
Task 6	Commissioning Verification	15%	\$22,200
Task 7	Performance Management, Year 1	10%	\$14,800
	Total (including Feasibility Study)	100%	\$133,200

f. Additional Services. If requested by District, Consultant can 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. T&M travel time is billable at the full hourly rate. Consultant will not perform T&M work without prior consent of the District.

Title	2018 Hourly Fees	2019 Hourly Fees
Principal	\$225	\$230
Project Manager	\$210	\$215

Title	2018 Hourly Fees	2019 Hourly Fees
Senior Engineer / Consultant II	\$190	\$195
Energy Consultant I / Construction Manager	\$165	\$170
Energy Technician / Analyst	\$135	\$140
Energy Intern	\$100	\$105
Project Administrator	\$75	\$80

- g. **Reimbursable Expenses.** The Fee includes the site visits indicated in the Proposed Scope of Services. Fee assumes all deliverable materials for the project will be provided digitally. Printed copies of documents will be billed at cost plus 5%. For T&M work, all reasonable and ordinary expenses are reimbursable at cost plus 5%.
- h. **Travel Costs.** When air travel is required, coach class airfare will be used for domestic air travel and business class for international travel. Personnel travel time from Consultant’s office to project location is billable at the full hourly rate. Meals and lodging will be billed at cost. Vehicle driving mileage will be billed at the current IRS mileage rate.
- i. **Subconsultant Fees.** If subconsultants are utilized for Additional Services, subconsultant fees will be passed through at cost plus 5%. If subconsultants are utilized for the tasks described above, Consultant will bear the cost of the subconsultant.

3. **Schedule.** The Services shall be completed in accordance with the following Schedule. (“Schedule”)

Task	Schedule		Deliverables
	From	To	
Task 1 Procurement – RFP/RFQ	Aug 2018	Sep 2018	– RFP Documents – Distribution & Addenda
Task 2 Selection of Design-Build Contractor	Oct 2018	Oct 2018	– Proposal Evaluation Summary – Presentation (Optional)
Task 3 Contracting Support	Nov 2018	Jan 2019	– Edits of Contract Documents
Task 4 Design Review	Feb 2019	May 2019	– Review/Document Comments on Drawings – Updates to Performance/Financial Models Existing Conditions Documentation
Task 5 Construction Support	June 2019	Nov 2019	– Review of Submittals/RFIs/Change Orders – Input to Punchlist
Task 6 Commissioning Verification	Dec 2019	Feb 2020	– Punchlist input – Commissioning Oversight Report
Task 7 Performance Management	Mar 2019	Mar 2020	– Quarterly Performance Summary – Annual Performance Report, Single

4. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (Check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form
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5. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
750-A San Pierre Way,
Mountain View, CA 94043
Attn: Associate Superintendent/CBO

Consultant: Sage Renewable Energy Consulting, Inc.
1719 5th Avenue
San Rafael, CA 94901
Attn: Tom Willard, Principal

6. **Fingerprinting / Criminal Background / Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, one of these two boxes below **must** be checked:

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."

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] 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).)

District Representative's Name & Initials: _____ **INITIAL HERE:** _____

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

- The District has a statement of TB Clearance on file for each person.
- Waiver of TB Screening.** Consultant is not required to provide evidence of TB Clearance because Consultant will not work directly with students on more than an occasional basis.

INITIAL HERE: _____ (Consultant initials). **INITIAL HERE:** _____ (District Representative initials)

8. **Insurance:** Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Consultant's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O) (on a claims-made form)	\$1,000,000

9. **Terms & Conditions.** The Consultant has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: _____ (Consultant initials).

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.
2. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant 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. 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.
4. **Standard of Care.**
 - 4.1. 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's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** 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 and for publicly available tools that are used by Consultant in the course of its work.

6. **Termination.**
 - 6.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement 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.
 - 6.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 6.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 6.3.1. material violation of this Agreement by the Consultant; or
 - 6.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 6.3.3. Consultant is adjudged a bankrupt or 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 contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services 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.
 - 6.4. 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.
7. **Indemnification.** To the furthest extent permitted by

California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (“Claim”), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant 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 Consultant proposes to defend the indemnified parties.

8. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

9. **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 Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are 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 Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement 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.

10. **Permits/Licenses.** Consultant and all Consultant’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

11. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant 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.

12. **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.

13. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under this Agreement there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status 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. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

14. **Workers’ Compensation.** Consultant shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or 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.

15. **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 three (3) 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.

16. **District’s Evaluation of Consultant and Consultant’s Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District’s evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and the Consultant’s employees and subcontractors and each of their performance and announced and unannounced observance of Consultant, Consultant’s employee(s), and/or subcontractor(s).

17. **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.

18. **Limitation of Consultant Liability.** Notwithstanding any other provision of this Agreement, in no event shall Consultant be liable for costs greater than Consultant’s professional liability insurance limits, 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.

19. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the

Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

20. **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. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **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.

22. **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 California county in which the District's administration offices are located.

23. **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.

24. **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.

25. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

26. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Consultants, or subcontractors are to smoke or use drugs or alcohol on these sites.

27. **Conflict of Interest.** Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.

28. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Information regarding Consultant:

Indicate type of entity or if individual:

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

Employer Identification and/or Social Security Number: _____
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Project Approvals Required Prior to Contract Start Date

<p><u>Requesting Administrator/Authorized Signer:</u></p> <p>Mountain View Whisman School District</p> <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p>	<p><u>Consultant:</u></p> <p>Consultant Name: Sage Renewable Energy Consulting, Inc.</p> <p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p>
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DISTRICT USE ONLY	
Authorized Signer (if not above):	Budget Program Coding:
<p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p>	<p>Program Code(s): _____</p> <p>_____</p> <p>_____</p>
Executive Cabinet Member:	Board of Trustees Action:
<p>Dated: _____, 20__</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p>	<p>Board of Trustees Meeting Date: _____</p> <p>For Contract: Review Ratification</p>

Exhibit A – Scope of Services

The below Task Order outlines full project management services for solar PV projects on ten District sites (13 services). The project scope is based on the feasibility study previously performed by Consultant. Consultant will develop and manage a competitive procurement and vendor selection process to ensure that a competent, competitive and well-established design-build contractor is selected. Consultant will also support the project from contract negotiation through the year 1 of the operations to ensure that each step of the process is expertly managed and that the resulting project meets or exceeds expectations.

Task Order

Task 1 Procurement – RFP/RFQ

- 1.1 Create project-specific Request for Proposals (RFP) and evaluation criteria, all using Consultant and District RFP templates, including electronic submittal documents, project requirements, specifications, contract terms, and additional necessary information, with approval of District and District's legal counsel.
- 1.2 Draft solicitation notices and list of potential solar contractors for District's RFP.
- 1.3 Manage electronic submission of proposals.
- 1.4 Coordinate and conduct mandatory site walk with District and interested contractors.
- 1.5 Manage document access.
- 1.6 Provide District with responses to requests for information (RFI) and prepare Addenda to RFP, if needed.
- 1.7 Provide ongoing advice and consultation to District for critical path project items, including Division of the State Architect (DSA), California Environmental Quality Act (CEQA), California Geology Survey (CGS), utility interconnect, and financing options.
- 1.8 Consultant to provide CEQA documentation and process management. District to provide input with project process/details needed to prepare CEQA documentation.

Site Visits: Two - one to conduct RFP site walk, one for vendor interviews.

Task 2 Proposal Evaluation and Vendor Selection

- 2.1 Upon receipt and review of all RFP Proposals, provide to District initial summary of RFP responses and preliminary evaluation of proposals.
- 2.2 Thereafter, provide to District a detailed quantitative and qualitative analysis of top three RFP proposals, which will include a review of pricing, production estimates, lifecycle cost of energy analysis, equipment and design review, Design-Build Contractor qualifications, schedule, reference checks, performance guarantees, O&M, and contract exceptions.
- 2.3 Provide to District final evaluation and ranking of RFP Proposals.
- 2.4 Conduct interviews with or on behalf of the District with top-selected RFP Proposers, at the District's request and discretion.
- 2.5 Provide a summary evaluation matrix report and/or presentation, including results from interview process, if any, for District with best Proposer recommendation.
- 2.6 Upon District Board approval, draft notification letters to proposers.

Site Visits: One for District Board/governance meeting presentation.

Task 3 Contracting Support

- 3.1 Participate in and attend contract negotiations meetings with District and Design-Build Contractor.
- 3.2 Ensure RFP requirements are fully integrated into Design-Build Contractor contract, including redlining of Design-Build Contractor documents. Anticipated contract documents include: Design-Build, General Terms, O&M Terms and Performance Guarantees, and RFP requirements (scope, criteria, specifications and process)
- 3.3 Meetings or telephone conferences with District and Design-Build Contractor as needed to finalize Design-Build Contractor construction documents.
- 3.4 Consultant will provide detailed modeling and assist with negotiations and contracting regarding financing options with a Design-Build Contractor, assuming either a cash purchase or a third-party project financing option. Other financing mechanisms that require preparation and management of applications for financing, are not within the scope and budget of this Agreement, but may be pursued separately.

Site Visits: None.

Task 4 Design Review

- 4.1 Organize and attend design kickoff meetings.
- 4.2 Participate in regular design meetings via phone.

- 4.3 Provide technical review and collate District comments on up to three sets of progress designs.
- 4.4 Evaluate system design, component selection and interconnection for conformance with contract, utility and industry standards.
- 4.5 Assist with siting issues, including equipment placement, vegetation, shading, fire, future site plans, DSA and Americans with Disabilities Act (ADA) considerations.
- 4.6 Coordinate existing conditions site walk to document existing conditions and discuss implementation logistics.

Site visits: Up to two site visits, one for design kickoff and one for existing conditions site walk.

Task 5 Construction Support

- 5.1 Coordinate and participation in construction kickoff meeting.
- 5.2 Oversee and participate in weekly construction meetings by phone and attend meeting in person monthly to ensure construction compliance with intended design plans and specifications and notification to District of any failure in compliance.
- 5.3 Review and respond to RFIs during construction.
- 5.4 Provide technical review and comments on contractor proposed design changes and change orders.
- 5.5 Provide advice and consultation during construction to District, District Construction Manager (CM), or DSA Inspector of Record (IOR), as needed.

Site visits: Up to twelve site visits, construction kickoff meeting and monthly construction evaluations.

Task 6 Commissioning (Cx) Verification

- 6.1 Consultant interfaced with the Utility during feasibility and initial interconnect application (IA) process to assess interconnect constraints. Design-Build Contractor will assume responsibility for interconnection process once under contract and ensure interconnect with Utility. Consultant will provide oversight of Design-Build Contractor's interconnection effort.
- 6.2 Review Contractor's Cx protocol to ensure industry standard, and provide notification to District of any potential below standard protocols.
- 6.3 Provide inspection of systems report to District, which will include:
 - System component and design conformance verification
 - Workmanship evaluation
 - Performance verification
- 6.4 Review and provide input to project closeout punch list items.
- 6.5 Verify completion of Project in coordination with District, Design-Build Contractor, IOR, and others.
- 6.6 Provide final summary report of Cx verification with electronic library of closeout documentation to District, which will include as-builts, permission to operate letters, inspections, and punch list closeout.

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

Task 7 Performance Management, Year 1

- 7.1 Provide monthly PV system performance check-in and quarterly report to District, including proposed conclusions, recommendations, or concerns, as necessary to ensure optimal PV system performance.
- 7.2 Provide annual PV system performance evaluation report, including performance guarantee verification and detailed financial savings evaluation to District, with proposed conclusions, recommendations, or concerns, as necessary to ensure optimal PV system performance. Provide updated cost proposal for future Performance Management work.
- 7.3 Provide as-needed PV system issue support, up to eight hours of staff time.

Site visits: None, all work done remotely.

Project Requirements and Assumptions

1. Solar is targeted at all school sites and District Office. The final scale of the project depends upon the cost-effective portfolio size proposed by prospective RFP respondents.
2. Historical energy consumption data for targeted sites will be readily available from District and/or PG&E.
3. District will provide updates of changes in electricity consumption at proposed sites based on adjustments to existing energy efficiency measures, anticipated changes in site usage, and new construction.
4. Consultant has reviewed available existing data and provided preliminary review of project constraints. On-site review was limited to visual inspections of potential PV locations, electrical services and existing site conditions. Consultant scope does not include new or invasive site investigations (e.g. geotechnical studies, structural investigation, or shutdown/inspection of electrical services.) On-site due diligence, including geotechnical studies, inspection of electrical service tie-in (such as bussing configuration) to be performed by designer-of-record.

5. RFP to be distributed electronically using Consultant's electronic submission documents. Consultant will work with District's legal counsel to create the RFQ/P document set.
6. District will provide necessary staff support for site visits, access to electrical gear, and timely responsiveness to questions, reviews and data requests to help facilitate RFP site walks.
7. This scope of work assumes District will self-perform or separately contract day-to-day construction management services.