



Change Order No. 01

Customer Contract Title: Contract for Design and Construction – Mountain View Whisman School District	Customer Contract No. N/A
Customer Contract Effective Date: 10-2-2020	Change Order Effective Date: 2-19-2021

Customer Name:	Mountain View Whisman School District
Customer Address:	1400 Montecito Avenue, Mountain View, CA 94043
Contact:	Rebecca Westover
Job Location:	All Sites

Reason for/Description of Change Order:	<p>The Scope of Work set forth in <u>Exhibit A</u>, <u>Exhibit B</u>, and <u>Exhibit G</u> to the Contract for Design and Construction referenced above is hereby amended to add the following scope and cost revisions to this Change Order. Further explanation is as follows:</p> <p>Proposed Change Order for \$305,880.40 (three hundred five thousand, eight hundred eighty dollars and forty cents) for the inclusion of one (1) construction remobilization.</p> <p>As defined in <u>Exhibit A</u>, the original Scope of Work assumed continuous construction of all sites, with no re-mobilization costs included. ENGIE Services U.S. has been requested by Mountain View Whisman School District to construct the project in two mobilizations, with construction of the seven (7) sites with only solar DSA pre-checked carport structures to be built upon receiving over-the-counter DSA permitting approval. Construction is expected to start in the summer of 2021. The sites are as follows:</p> <ol style="list-style-type: none"> 1. Benjamin Bubb Elementary School 2. Edith Landels Elementary School 3. Frank L. Huff Elementary School 4. Graham Middle School 5. Gabriela Mistral / Mariana Castro Elementary School 6. Stevenson Elementary School / District Office 7. Vargas Elementary School <p>The three (3) sites with a combination of solar carport structures and rooftop arrays will be built as a second mobilization upon completion of DSA full plan check reviews and upon receipt of DSA permitting approval. These sites are as follows:</p> <ol style="list-style-type: none"> 1. Crittenden Middle School 2. Monta Loma Elementary School 3. Theuerkauf Elementary School <p><u>Exhibit B</u> will be amended as follows:</p> <ol style="list-style-type: none"> 4. Compensation. Compensation to Operator for the Work shall be paid annually within thirty (30) days of receipt of Operator's invoice, for Work actually completed and after the District's written approval of the Work. The fee for the annual Services is set forth in the Table below <i>but will be prorated for each of two groups having different Start dates according to the total system capacity of each group.</i> <p><u>Exhibit G</u> will be amended as follows:</p> <ol style="list-style-type: none"> 1. Defined Terms <ol style="list-style-type: none"> 1.17 Start Date means the date that the Performance Guarantee begins, which shall be the first day of the month immediately following the date that the Project (all Sites for each of two groups) have been accepted by the District. The Parties shall agree on the Start Date when the Project group has reached Completion and shall indicate it herein. 6. Customer Responsibilities <ol style="list-style-type: none"> 6.2 Compensation. Compensation to Provider for the Performance Guarantee shall be paid annually within thirty (30) days of receipt of Operator's invoice. The total fee for the
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	<p><i>Performance Guarantee is set forth in the Table below but will be prorated for each of two groups having different Start Dates according to the total system capacity of each group.</i></p>
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Original Contract Amount:	\$8,864,616.00
Prior Change Order(s) Will Add (Deduct):	\$0.00
This Change Order Will Add (Deduct) Not To Exceed:	\$305,880.40
Revised Contract Amount Not To Exceed:	\$9,170,496.40

The changes within are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between **ENGIE Services U.S. Inc.**, and **Customer**. Except as set forth herein, the Customer Contract is not amended, modified, impaired or otherwise affected, and is hereby confirmed in full force and effect.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

ENGIE SERVICES U.S. INC.

By: _____
 Print Name: _____
 Title: _____

By: _____
 Print Name: _____
 Title: _____

RETURN EXECUTED COPY TO: ENGIE Services U.S. Inc., 500 Twelfth Street, Suite 300, Oakland, CA 94607, Attn.: Contract Administrator