

**AMENDMENT AND CHANGE ORDER NO. 2
TO CONTRACT FOR DESIGN AND CONSTRUCTION
(GOVERNMENT CODE § 4217.10 ET SEQ.)**

This Amendment and Change Order No. 2 to Contract for Design and Construction (“**Amendment**”) is made on May 7, 2021, by and between the Mountain View Whisman School District (“**District**”) and ENGIE Services U.S., Inc. (“**Designer/Builder**”). (individually, a “**Party**,” and collectively the “**Parties**.”)

RECITALS

WHEREAS, the Parties entered into a Contract for Energy Conservations Services Design and Construction dated October 22, 2020, for the assessment, engineering, design, permitting, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems with Expected Energy Production of 2.54 Million kilowatt-hours (2,535,893 kWh) of energy in year one of system operation, produced through the solar facility systems at multiple District sites (“**Project**” or “**Contract**”); and

WHEREAS, after approval of the Contract, the District requested that the Designer/Builder construct the Project in two mobilizations; and

WHEREAS, the Parties agree to amend the Contract pursuant to Section 7 (CHANGE IN THE SCOPE OF WORK) of the Terms and Conditions to the Contract to make the necessary changes in the Contract for this dual mobilization

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. REPLACE Section 1.a. to the Contract with the following;

a. The Designer/Builder shall furnish the Services or Work described herein to the District for a total price of the following amounts (“**Contract Price**”):

ITEM	COST
Solar PV System and data acquisition system at School Sites	\$8,864,616
Total cost for two (2) mobilizations	\$305,880
Change Order #2	\$445,189
Change Order Request #2 – Crittenden Middle School Canopy	\$8,760
Change Order Request #3 – Castro/Mistral Elementary Addition	\$397,893
Change Order Request #4 – Roof Attachment Methods	38,536
Operations & Maintenance (Exhibit B) <u>FIRST YEAR COST ONLY</u>	\$43,736
Change Order #2 – Castro/Mistral Elementary Addition first year cost adder	\$2,126
<ul style="list-style-type: none"> • This is the first year amount • Paid annually, in arrears, per Exhibit B, • Anticipated 25-year cost at an annual 3% escalation rate = \$1,594,589 	
Performance Guarantee (Exhibit G) <u>FIRST YEAR COST ONLY</u>	\$16,000
Change Order #2 – Castro/Mistral Elementary Addition first year cost adder	\$754
<ul style="list-style-type: none"> • This is the first year amount • Paid annually per Exhibit G, • Anticipated 25-year cost at an annual 3% escalation rate = \$583,357 	
GRAND TOTAL (including first year of O&M and Performance Guarantee)	\$9,678,301

2. REPLACE Section 1.b to the Contract with the following:

i. The assessment, engineering, design, permitting, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair of PV systems with Expected Energy Production of 2.65 Million kilowatt-hours (2651,797 kWh) of energy in year one of system operation, produced through the following systems:

Site	System Size (kWdc)	System Type (e.g., Parking, Shade, etc.)	Expected 1 st year PV Output (kWh) (“Expected Energy”)
1. Benjamin Bubb ES	118.4	Shade Canopy	185,411
2. Crittenden MS – Main	N/A	N/A	N/A
3. Crittenden MS - Secondary	173.9	Parking Canopy & Roof	285,911
4. Edith Landels ES	121.4	Shade Canopy	187,632
5. Frank L Huff ES	109.6	Shade Canopy	171,912
6. Graham MS – Main	275.5	Parking Canopy & Shade Canopy	445,065
7. Graham MS - Secondary	71.4	Parking Canopy	115,614
8. Gabriela Mistral - Mariano Castro ES	177.8	Parking Canopy & Shade Canopy	275,565
9. Monta Loma ES - Main	75.6	Roof	120,156
10. Monta Loma ES - Secondary	71.4	Shade Canopy	115,870
11. Stevenson ES - District Office	166.3	Parking Canopy & Shade Canopy	269,672
12. Theuerkauf ES	224.3	Shade Canopy & Roof	356,654
13. Vargas ES	83.2	Shade Canopy	124,335
TOTAL	1,668.8		2,653,797

3. **REPLACE Exhibit A, Article 2 Section 2.3** of the contract with the following:

Design, Installation, and Construction of a 1,668.8 kWdc (first year energy production of 2,653,797 kilowatt hours) Photovoltaic Entire System at the Sites, as further described herein below, and similar in size, appearance, and structure as indicated in Exhibit F:

4. **REPLACE the Gabriela Mistral/Mariano Castro Elementary School Section of Exhibit A, Article 2** of the contract with the following:

Gabriela Mistral / Mariana Castro Elementary School

System Size (DC kW): 177.8kWdc Site Total

System Size (AC kW): 146.0kWac Site Total

System Locations: Parking lot and playground at the Gabriela Mistral / Mariana Castro Elementary School campus, with shade structures in Parking Lot A and in the playground area southwest of the Library.

Modules: LG 450N2W-E6; three hundred ninety-five (395) PV modules or better

Expected Energy: Year 1 Total = 275,565 kWh
25-Year Total = 6,491,196 kWh

Inverter: Chint Power Systems: One (1) SCA36KTL-DO/US-480 and one (1) SCA50KTL-DO/US-480, or equivalent

Two (1) fixed tilt single-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) eleven (11) exposed concrete bollards above grade; (iii) 115 degree azimuth; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

One (1) fixed tilt dual-cantilever carport DSA pre-checked structure or better. Expected characteristics: (i) 8 feet depth piers with no de-watering, benching, shoring, or casing; (ii) four (4) exposed concrete bollards above grade; (iii) 207 degree azimuth; (iv) up to 7 degree tilt; and (v) 12 foot clearance.

Provide and install twelve (12) new LED light fixtures (RAB PRT42N or equivalent) underneath the canopies one per bay, to be controlled by photocells, provided there is also a timer to override, for example to shut off lights at midnight or another predetermined time.

Point of Interconnection: Electrical Meter # 1009512210 (“**Delivery Point**”)

Electric Vehicle Charging Station: One (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in Parking Lot A underneath Array 2 and one (1) bollard style commercial dual-port Level 2 electric vehicle charging station installed in Parking Lot C. EV charging stations shall be mounted to existing hardscape. In the event a charging station is placed in a location without existing hardscape, Designer/Builder will be responsible for installing pad or pier for mounting at no additional cost to the District.



Remove six (6) light poles and demolish light pole bases as required. Bases shall be taken to 6” below grade and patched to match the surrounding areas.

Remove one (1) tree from north of Array 2 and one (1) tree west of Array 3, as clouded in red in the layout below. In place of the tree that is being removed, Designer/Builder will plant two (2) new trees in a

location to be mutually agreed upon by the District and Designer/Builder. District will be responsible for maintaining the new trees.

In order to maintain trees as much as possible and ensure maximum and guaranteed solar photovoltaic system generation, District will be responsible for regular tree trimming and maintenance of the trees southwest of Array 1, as clouded in orange in the layout below, to not grow above 30 feet in height. However, Designer/Builder is responsible for any initial trimming required at the time of array or EV Charging installation.



5. **REPLACE Section 4 of Exhibit B** to the Contract with the following table.

Year	O&M Fee
1	\$45,861.92
2	\$47,237.78
3	\$48,654.91
4	\$50,114.56
5	\$51,618.00
6	\$53,166.54
7	\$54,761.54
8	\$56,404.39
9	\$58,096.52
10	\$59,839.42
11	\$59,839.42
12	\$61,634.60
13	\$65,388.15
14	\$67,349.79

15	\$69,370.28
16	\$71,451.39
17	\$73,594.93
18	\$75,802.78
19	\$78,076.86
20	\$80,419.17
21	\$82,831.75
22	\$85,316.70
23	\$87,876.20
24	\$90,512.49
25	\$93,227.86
Total	\$1,672,092.17

6. **REPLACE** the Gabriela Mistral/Mariano Castro Elementary School table in Exhibit E of the contract with the following:

Gabriela Mistral / Mariana Castro Elementary School

<u>Schedule of Values</u>		<u>Percent of Total</u>	<u>Price</u>
<u>Activity Name</u>			
<u>Pre-Contract Work</u>	Labor, Insurance, Bonds	3%	\$ 34,258
<u>Preconstruction Work</u>	Design Development	3%	\$ 34,258
	100% Design Completed	4%	\$ 45,678
	DSA Approval	3%	\$ 34,258
	PV Module Procurement	5%	\$ 57,097
	Management Labor	1%	\$ 11,419
<u>Construction</u>	Foundations	5%	\$ 57,097
	Structural Install	12%	\$ 137,034
	PV Module Delivery	7%	\$ 79,936
	BOS Equipment Delivery	8%	\$ 91,355
	Electrical installation	31%	\$ 354,001
	Interconnection	3%	\$ 34,258
	Commissioning	3%	\$ 34,258
	Testing	3%	\$ 34,258
	ADA Upgrades	3%	\$ 34,258
	Management Labor	3%	\$ 34,258
<u>Final Completion</u>	Training	1%	\$ 11,419
	Punch List	1%	\$ 11,419
<u>DSA Close out</u>	DSA Certification	1%	\$ 11,419
		100%	\$ 1,141,938

7. **REPLACE Section 6.2 of Exhibit G** of the contract with the following table:

Year	PeGu Fee
1	\$16,754.24
2	\$17,256.86
3	\$17,774.57
4	\$18,307.81
5	\$18,857.04
6	\$19,422.75
7	\$20,005.44
8	\$20,605.59
9	\$21,223.76
10	\$21,860.48
11	\$22,516.29
12	\$23,191.78
13	\$23,887.53
14	\$24,604.16
15	\$25,342.28
16	\$26,102.56
17	\$26,885.63
18	\$27,692.20
19	\$28,522.96
20	\$29,378.65
21	\$30,260.02
22	\$31,167.81
23	\$32,102.85
24	\$33,065.93
25	\$34,057.92
Total	\$610,847.14

8. **REPLACE Attachment A of Exhibit G** of the contract with the following:

<i>Guarantee Year</i>	<i>Utility Avoided Cost Rate</i>	<i>Avoided Energy Price (\$/kWh)</i>
1	\$0.268	\$0.233
2	\$0.280	\$0.233
3	\$0.293	\$0.244
4	\$0.306	\$0.254
5	\$0.320	\$0.266
6	\$0.334	\$0.278
7	\$0.351	\$0.255
8	\$0.367	\$0.266
9	\$0.383	\$0.278

10	\$0.401	\$0.291
11	\$0.419	\$0.304
12	\$0.437	\$0.318
13	\$0.457	\$0.332
14	\$0.478	\$0.347
15	\$0.499	\$0.363
16	\$0.522	\$0.379
17	\$0.545	\$0.396
18	\$0.570	\$0.414
19	\$0.595	\$0.432
20	\$0.622	\$0.452
21	\$0.650	\$0.472
22	\$0.679	\$0.493
23	\$0.710	\$0.516
24	\$0.742	\$0.539
25	\$0.775	\$0.563

9. **REPLACE** the Gabriela Mistral/Mariano Castro Elementary School table in Attachment B of Exhibit G of the contract with the following:

Gabriela Mistral / Mariana Castro Elementary School

<i>Guarantee Year</i>	<i>Annual kWh</i>	<i>Guarantee kWh</i>
1	275,565	261,787
2	274,187	260,478
3	272,816	259,175
4	271,452	257,880
5	270,095	256,590
6	268,744	255,307
7	267,401	254,031
8	266,064	252,761
9	264,733	251,497
10	263,410	250,239
11	262,093	248,988
12	260,782	247,743
13	259,478	246,504
14	258,181	245,272
15	256,890	244,045
16	255,606	242,825
17	254,328	241,611
18	253,056	240,403
19	251,791	239,201
20	250,532	238,005
21	249,279	236,815
22	248,033	235,631
23	246,792	234,453
24	245,558	233,281

25	244,331	232,114
Total	6,491,196	6,166,636

10. **REPLACE** the Gabriela Mistral/Mariano Castro Elementary School table in Attachment C of Exhibit G of the contract with the following:

Gabriela Mistral / Mariana Castro Elementary School

Time Range	Daylight Hours	Gh (kWh/m²/day)	Ipoa (kWh/m²/day)	AC Energy (kWh)
Jan	265	2.25	2.46	11,395
Feb	296	2.95	3.16	13,304
Mar	359	3.45	3.57	16,443
Apr	374	6.07	6.22	27,694
May	410	7.31	7.38	33,687
Jun	420	8.10	8.13	35,622
Jul	428	7.72	7.76	35,220
Aug	385	6.93	7.07	32,051
Sep	350	5.67	5.90	26,143
Oct	322	4.07	4.33	19,849
Nov	291	2.70	2.96	13,180
Dec	286	2.17	2.41	10,976
Year 1	4,186	59.39	61.35	275,565

11. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Education (“**Board**”). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Contract.
12. All other provisions of the Contract shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Contract, the provisions of this Amendment shall control.
13. This Amendment, including the Attachments incorporated by reference into this Amendment, is considered a completely integrated agreement, supersedes all previous contracts of any kind, oral or written, and constitutes the entire understanding and agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment or change order to the Contract superseding this Amendment. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Contractor specifically acknowledges that in entering this Amendment, Contractor relies solely upon the provisions contained in this Amendment.

ACCEPTED AND AGREED on the date indicated below:

Dated: May _____, 2021

Dated: May _____, 2021

Mountain View Whisman School District

ENGIE Services U.S., Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____