

**AMENDMENT AND CHANGE ORDER NO. 3
TO CONTRACT FOR DESIGN AND CONSTRUCTION
(GOVERNMENT CODE § 4217.10 ET SEQ.)**

This Amendment and Change Order No. 3 to Contract for Design and Construction (“**Amendment**”) is made on September 10, 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, unforeseen conditions and design changes have occurred resulting in revisions to the scope of the original project; 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
Change Order #3	\$33,672
Change Order Request #5 – Additional Pier Depth	\$57,522
Change Order Request #6 – Reduced Footage of UG Conduit	(\$23,850)
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)	\$9,709,094

2. **AMEND Exhibit A - Scope of Work** to the Contract to include the following addition:

Article 3. **CHANGE ORDER 3**

3.1 CANOPY PIER DEPTHS

Change all pier depths from eight (8) feet to the final depth as calculated by the geotechnical engineer for each site based on the DSA pre-checked structure, as follows:

Site	Original Pier Depth (ft)	Final Pier Depth (ft)
1. Benjamin Bubb ES	8	16.5
2. Crittenden MS	8	12.5
3. Edith Landels ES	8	14.5
4. Frank L Huff ES	8	13.5
5. Graham MS	8	13
6. Gabriela Mistral - Mariano Castro ES	8	14.5
7. Monta Loma ES	8	14.5
8. Stevenson ES - District Office	8	14.5
9. Theuerkauf ES	8	14
10. Vargas ES	8	16.5

3.2 GABRIELA MISTRAL - MARIANO CASTRO ES CONDUIT CREDIT

At Gabriela Mistral / Mariano Castro Elementary School, utilize existing spare conduits running from the main switchgear to Array 1 within the central playground of the schools. The existing conduits shall be used to provide power to Array 1 and provide a partial electrical run to the electric vehicle charging station on Toft Street. A deduct has been provided for the following labor and materials for the solar photovoltaic and electric vehicle charging station scopes of work:

- Solar Photovoltaic Scope
 - o 400 linear feet of boring
 - o 400 linear feet of three (3) inch PVC conduits
 - o 400 linear feet of two (2) inch PVC conduits

- Electric Vehicle Charging Station Scope
 - o 450 linear feet of boring
 - o 400 linear feet of one (1) inch PVC conduit

3. 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.

4. 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.

5. 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: September _____, 2021

Dated: September _____, 2021

Mountain View Whisman School District

ENGIE Services U.S., Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____