

**AMENDMENT AND CHANGE ORDER NO. 4  
TO CONTRACT FOR DESIGN AND CONSTRUCTION  
(GOVERNMENT CODE § 4217.10 ET SEQ.)**

This Amendment and Change Order No. 4 to Contract for Design and Construction (“**Amendment**”) is made on October 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, 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
<b>Solar PV System and data acquisition system at School Sites</b>	<b>\$8,864,616</b>
<b>Total cost for two (2) mobilizations</b>	<b>\$305,880</b>
<b>Change Order #2</b>	<b>\$445,189</b>
<b>Change Order Request #2 – Crittenden Middle School Canopy</b>	<b>\$8,760</b>
<b>Change Order Request #3 – Castro/Mistral Elementary Addition</b>	<b>\$397,893</b>
<b>Change Order Request #4 – Roof Attachment Methods</b>	<b>38,536</b>
<b>Change Order #3</b>	<b>\$33,672</b>
<b>Change Order Request #5 – Additional Pier Depth</b>	<b>\$57,522</b>
<b>Change Order Request #6 – Reduced Footage of UG Conduit</b>	<b>(\$23,850)</b>
<b>Change Order #4</b>	<b>\$17,480.00</b>
<b>Change Order Request #7 – Graham Middle School Hand Trenching</b>	<b>\$17,480.00</b>
<b>Operations &amp; Maintenance (Exhibit B)</b>	<b>FIRST YEAR COST ONLY</b>
<b>Change Order #2 – Castro/Mistral Elementary Addition first year cost adder</b>	<b>\$2,126</b>
<ul style="list-style-type: none"> <li>• This is the first year amount</li> <li>• Paid annually, in arrears, per Exhibit B,</li> <li>• Anticipated <b>25-year</b> cost at an annual 3% escalation rate = <b>\$1,594,589</b></li> </ul>	
<b>Performance Guarantee (Exhibit G)</b>	<b>FIRST YEAR COST ONLY</b>
<b>Change Order #2 – Castro/Mistral Elementary Addition first year cost adder</b>	<b>\$754</b>
<ul style="list-style-type: none"> <li>• This is the first year amount</li> <li>• Paid annually per Exhibit G,</li> <li>• Anticipated <b>25-year</b> cost at an annual 3% escalation rate = <b>\$583,357</b></li> </ul>	

<b>GRAND TOTAL (including first year of O&amp;M and Performance Guarantee)</b>	<b>\$9,726,574</b>
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2. **AMEND Exhibit A - Scope of Work** to the Contract to include the following addition:

Article 3. **CHANGE ORDER 4**

3.1 Graham Middle School Hand Trenching

At Graham Middle School, due to the substantial number of existing underground utilities and the thick concrete walkways around the main switchgear, horizontal directional boring was not possible and hand trenching was required to lay the final 100 feet of conduits. Costs were tracked on a time and materials basis for work completed from July 27<sup>th</sup> through August 10<sup>th</sup> to sawcut, hand dig the trench, lay the conduit, and place temporary slurry paving over the trench.

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: October \_\_\_\_\_, 2021

Dated: October \_\_\_\_\_, 2021

**Mountain View Whisman School District**

**ENGIE Services U.S., Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_