

**AMENDMENT NO. 1
TO
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
SAGE RENEWABLE ENERGY CONSULTING, INC.**

This Amendment No. 1 (“**Amendment**”) to the Independent Contractor Agreement for Professional Services (“**Agreement**”), dated in or around August 2018, is made by and between the Mountain View Whisman School District (“**District**”) and Sage Renewable Energy Consulting, Inc. (“**Consultant**”) (collectively “**Parties**”).

- i. On or about August 13, 2018, the Board of Trustees of the District (“**Board**”) approved the Agreement with Consultant.
- ii. The Board desires Consultant to provide additional solar consulting services for District under the terms and conditions in the Agreement, as amended and modified by this Amendment.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

A. Section 2.a – 2.f is REPLACED with the Following:

2. Price & Payment. The Consultant shall furnish the Services to the District for the following compensation for a total not to exceed fee of **\$141,000 (“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. [Reserved].
- c. At the time of execution of this Agreement, Consultant has already completed and District has already paid for previous services pursuant to the Agreement.
- 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
Task 1	Contracting Support	11%	\$15,400
Task 2	Design Review	19%	\$26,400
Task 3	Construction Support	31%	\$44,100
Task 4	Commissioning Verification	23%	\$33,100
Task 5	Performance Management, Year 1	16%	\$22,000
	Total	100%	\$141,000

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	2020 Hourly Fees	2021 Hourly Fees	2022 Hourly Fees
Managing Principal	\$250	\$260	\$270
Subject Matter Expert	\$320	\$335	\$350
Principal	\$235	\$245	\$255
Associate Principal	\$225	\$235	\$245
Senior Project Manager	\$220	\$230	\$240
Project Manager/Sr. Engineer	\$195	\$205	\$215
Senior Data Scientist	\$195	\$205	\$215
Construction Manager	\$180	\$190	\$200
Senior Analyst/Technician	\$170	\$180	\$190
Engineer/Data Scientist	\$165	\$170	\$175
Analyst/Technician	\$140	\$145	\$150
Energy Intern	\$105	\$110	\$115
Program Support Specialist	\$100	\$105	\$110
Project Administrator	\$80	\$85	\$90

B. Section 3 is REPLACED with the Following:

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

Task	Description	Dates	Deliverables
Task 1	Contracting Support	June 2020 – Aug 2020	Edits of Contract Documents and drafts of findings and resolution for Board to comply with Gov. Code § 4217.10, as required.
Task 2	Design Review	Sept. 2020 – May 2021	<ul style="list-style-type: none"> Review/Document Comments on Drawings Updates to Performance/Financial Models Existing Conditions Documentation
Task 3	Construction Support	June 2021 – Nov. 2021	<ul style="list-style-type: none"> Review of Submittals/RFIs/Change Orders Input to Punchlist
Task 4	Commissioning Verification	Dec. 2021 – Feb. 2022	<ul style="list-style-type: none"> Punchlist input Commissioning Oversight Report
Task 5	Performance Management, Year 1	Mar. 2022 – Mar. 2023	<ul style="list-style-type: none"> Quarterly Performance Summary Annual Performance Report, Single

C. Exhibit A: DELETE “Task 1” and “Task 2” from the “Task Order” Section and rename Task 3 through Task 7 to Task 1 through Task 5, respectively.

D. Term of Amendment: This Amendment is effective on the date all Parties have fully executed this Amendment and the Board has approved or ratified this Amendment.

E. No Other Modification. Except as expressly modified by this Amendment, all other provisions in the Agreement shall remain the same and in full force and effect.

F. Separate Counterparts. This Amendment may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

Accepted and agreed on the date indicated below.

Dated: _____, 2020

Dated: _____, 2020

Mountain View Whisman School District

Sage Renewable Energy Consulting, Inc.

Signature: _____
Print Name: Dr. Ayinde Rudolph
Print Title: Superintendent

Signature: _____
Print Name: _____
Print Title: President