

CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: _____

Need Date: _____

PROCESSING DEPARTMENT:

Department: Chief Administrative Office

Dept. Contact: Kady Leitner

Phone: X5150

Department Head Signature: Michele Weimer

Michele Weimer
Procurement & Contracts
Manager

CONTRACTOR:

Name: TerraVerde Energy LLC

Address: 1100 Larkspur Landing Circle,

Suite 275

Larkspur, CA 94939

Phone: 805.709.3067

Org Code: 06028400

Project String
(if applicable): _____

CONTRACTING DEPARTMENT: Chief Administrative Office, Facilities Division

Service Requested: Review & Approve

Description: Fourth Amendment to Agreement for Services #317-S1810

Contract Term: 2 Years Contract Value: \$307,235

COUNTY COUNSEL: (must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 3/19/19 By: [Signature]

Approved: _____ Disapproved: _____ Date: _____ By: _____

See edits.

Edits made. x

EL DORADO COUNTY COUNSEL
10 MAR 15 PM 2:11

COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!

HR APPROVAL:

Compliance with Human Resources requirements? Yes: No: _____

Compliance verified by: [Signature] 3/20/19 *— please use new/updated contract processing form moving forward.*

RISK MANAGEMENT APPROVAL: (all contracts & MOU's except boilerplate grant funding contracts)

Approved: Disapproved: _____ Date: 3/21/19 By: [Signature]

Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE EMAIL FOR PICK-UP cda-csu@edcgov.us Thank you!

ORIGINAL

TerraVerde Energy LLC

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #317-S1810

THIS FOURTH AMENDMENT to that Agreement for Services #317-S1810 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and TerraVerde Energy LLC., a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 1100 Larkspur Landing Circle, Suite 275, Larkspur, California 94939 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist the Chief Administrative Office, Facility Division, in submitting an interconnection application regarding the covered parking and solar farm elements of County's Public Safety Facility, in accordance with Agreement #317-S1810 dated December 11, 2017, Amendment I dated February 2, 2018, Amendment II dated March 9, 2018, and Amendment III dated September 11, 2018, all incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add additional services, amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$150,000 and to include an additional fee schedule, amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Fourth Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE I, Scope of Services**, of the Agreement is amended to add additional Scope of Services, Design Management Phase and Project Management Phase for the NEM and RES-BCT Solar project located at the County Public Safety Facility as follows:

Design Management:

1. Arrange and attend design kick-off meeting
2. Review and manage permitting activities with successful request for proposal (RFP) respondent
3. Manage project schedule review and critical path item resolutions
4. Oversee bi-weekly meetings for design process updates
5. Review 30/50% designs, provide comments and manage updates

6. Review 90% / 100% designs, provide comments and manage updates
7. Oversee final PG&E utility Interconnection application process
8. Provide technical assistance to California Environmental Quality Act (CEQA) consultant

Project Management:

1. Arrange and attend construction kick-off meeting
2. Oversee issuance of all applicable permits
3. Oversee project progress meetings
4. Oversee contract terms compliance
5. Respond to questions and Requests for Information (RFI's)
6. Oversee project schedule update process
7. Conduct field inspections of work in progress
8. Oversee Utility interconnection signoff & permission to operate (PTO)
9. Arrange and attend punch list site walk
10. Oversee project punch list completion
11. Oversee project close-out and as-built document delivery
12. Oversee commissioning process
13. Oversee Corrective Action Plan for performance issues
14. Prepare post-commissioning performance report and financial update

II. ARTICLE III, Compensation for Services, of the Agreement is amended as follows:

1. Paragraph one (1) is amended to insert at the end of the paragraph the following:

County agrees to pay Consultant for the Design Management Phase and Project Management Phase services billed monthly based upon percentage of completion as follows:

- Delivery of Notice to Proceed to Procurement and Construction to Provider – \$50,000
- Receipt of Permission to Operate letter from Utility – \$75,000
- Upon punchlist completion, delivery of final binder, and Commercial Operation of solar facilities – \$25,000

2. Paragraph two (2) is amended it in its entirety to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$307,235.00, inclusive of all costs and expenses.

Except as herein amended, all other parts and sections of Agreement for Services #317-S1810 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services #317-S1810 on the dates indicated below.


-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

-- TERRAVERDE ENERGY LLC --

By:  _____

Dated: 4/4/19 _____

Rick Brown, PhD
Chief Executive Officer and
Corporate Secretary
"Consultant"