

ORIGINAL

AGREEMENT FOR SERVICES #317-S1810 / #602

AMENDMENT I

This Amendment I 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 Renewable Partners, LLC, a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1100 Larkspur Landing Circle, Suite 155, Larkspur, California 94939 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Contractor has been engaged by County to assist the Chief Administrative Office's Facility Division in submitting an interconnection application regarding the covered parking and solar farm elements of the Public Safety Facility, in accordance with Agreement for Services #317-S1810, dated December 11, 2017, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add additional services and increase compensation, hereby amending **ARTICLE I – Scope of Services** and **ARTICLE III – Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #317-S1810 shall be amended a first time as follows:

ARTICLE I is hereby amended in its entirety to read as follows:

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide:

1. Determine optimal strategy for interconnection application submissions for the covered parking and solar farm elements of the Public Safety Facility to be located at 200 Industrial Drive in Diamond Springs.
2. Gather all information required for interconnection application submittal.
3. Create preliminary layout and electrical drawings required for interconnection application submission based on Step 1.
4. Submit interconnection application and manage process of review with Pacific Gas & Electric Company (PG&E).

Feasibility Analysis:

1. Collect Pacific Gas & Electric (PG&E) interval data and billing information.
2. Conduct site audits / review drawings for new site.
3. Analysis of PG&E interval consumption / billing data.
4. Collect and review all site information, interconnection and permitting requirements.
5. Analysis of cost / benefit of differing systems design/technologies.
6. Determine project design-build Cost estimates and estimated power purchase agreement rates.
7. Complete time-of-use period sensitivity analysis (assumes three (3) projects).
8. Provide financial analysis for projected net savings, cash flows, net present value, and levelized cost of electricity.
9. Arrange and attend four (4) meetings (one to two in person and two to three remote).
10. Prepare meeting agendas, meeting minutes, and document any questions with responses.

ARTICLE III - Compensation for Services paragraphs two (2) and three (3) are amended in their entirety as follows:

Compensation for Services: For services provided herein, County agrees to pay Consultant the firm fixed price of \$9,975.00 to be paid upon completion of Steps 1 through 4 described in **ARTICLE I – Scope of Services**. County agrees to pay Consultant the firm fixed price of \$51,310.00 to be paid upon completion of Feasibility Analysis Steps 1 through 10 described in **ARTICLE I – Scope of Services**. Payment shall be made within forty-five (45) days following the County's receipt and approval of invoice(s).

The total amount of this Agreement, inclusive of all costs and expenses, shall not exceed \$61,285.00, inclusive of all costs and expenses.

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

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

-- COUNTY OF EL DORADO --

By:  Dated: 2/2/2018
Purchasing Agent
Chief Administrative Office ASSISTANT CAO
"County"

-- CONSULTANT --

TERRA VERDE RENEWABLE PARTNERS, LLC
A Delaware Corporation

By:  Dated: 1/24/18
Rick Brown, PhD
Chief Executive Officer &
Corporate Secretary
"Consultant"