

AMENDMENT No. 01 TO AGREEMENT

PARTIES

This **FIRST** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Optony Inc.** ("Consultant"), (collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated April 21st, 2021, for renewable energy services related to the District's **Solar Energy Project** ("Project"); and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

1. Section 3. Compensation of the Agreement is amended to read:
3. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **One-Hundred Forty-Eight Thousand Seven Hundred Forty-Five Dollars and 00/100 (\$148,745.00)**. This fee is a total of the April 21st, 2021 Agreement in the amount of \$119,375.00 and Amendment No. 01 in the amount of \$29,370.00. District shall pay Consultant according to the following terms and conditions:

3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

3.2. Feasibility Study (Phase 1):	\$15,875
3.3. RFP/Q Preparation and Management (Phase 1):	\$17,100
3.4. Contracting Support (Phase 1):	\$19,825
3.5. Design Review (Phase 1):	\$19,175
3.6. Construction Phase Services (Phase 1):	\$47,400
3.7. RFP/Q Preparation and Management (Phase 2):	\$14,100
3.8. Contracting Support (Phase 2):	\$ 9,475
3.9. Design Review (Phase 2):	\$ 5,795

2. Exhibit A description of the scope of work shall be amended to include the following:

Scope of work includes additional renewable energy consultant services needed for the addition of the Central Plant solar component. The proposed extra services fall into the following subtasks; coordination, procurement specifications, and contracting management for any additional solar (and/or energy storage) needed to implement a cost-effective central plant upgrade.

RFP/Q Preparation & Management (Phase 2)

- Coordination with Salas O'Brian study team
- Review modeling of thermal loads
- Determine scale of additional solar and battery storage as reference in Phase I RFP

- Estimate Phase II cost
- Define size limits of Phase II

Contracting Support (Phase 2)

- Support negotiations for Phase II pricing
- Provide central plant electrification case studies from other colleges
- Negotiate Phase II long-term operation and maintenance service agreement

Design Review (Phase 2)

- Solar design review at 50%, 90% and 100% plan completion levels
- Support interconnection capacity study of Phase II
- Battery storage / thermal storage design review

3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 2021

Dated: _____, 2021

SOLANO COMMUNITY COLLEGE DISTRICT

OPTONY INC.

By: _____

By: _____

Print Name: Lucky Lofton
 Print Title: Executive Bonds Manager

Print Name: _____
 Print Title: _____