

Attachment 1

Amendment 1 to Endelos Agreement for Betteravia Solar Project

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

ENDELOS ENERGY, INC.

FOR

**BETTERAVIA RENEWABLE ENERGY SYSTEM PROJECT
NO. 7001**

June 15, 2021

**AMENDMENT No. 1 to the AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
for**

**BETTERAVIA RENEWABLE ENERGY SYSTEM PROJECT
PROJECT 7001**

This is the first Amendment to the Agreement between THE COUNTY OF SANTA BARBARA (hereinafter "County") and Endelos Energy, Inc. (hereinafter "Contractor").

WHEREAS, on November 19, 2019, the parties hereto entered into an **Agreement for Services of Independent Contractor BC19490 (hereinafter "Agreement")** in connection with the Betteravia Renewable Energy System Project ("Project"); and

WHEREAS, the Agreement was initially for 18 months from the execution of the original contract, but no later than JUNE 30, 2021; and

WHEREAS, the parties hereto desire to amend the Agreement ("Amendment No. 1"), in accordance with the provisions of the Agreement, to extend the term and provide compensation for said additional services.

NOW, THEREFORE, Owner and Contractor agree as follows:

1. Amendment No. 1 increases the maximum compensation limit of \$4,336,751.00 by \$162,992.49 for a Maximum Compensation Limit (MCL) of \$4,499,743.49.
2. Amendment No. 1 increases the term of the contract and replaces the "TERM" clause with the following:

TERM. CONTRACTOR shall commence performance in accordance with scope of work and end performance within six months of the delivery to the COUNTY of the Caterpillar C15 500 Kw Stationary mounted generator set, or DECEMBER 31, 2021 whichever comes later, unless otherwise directed by COUNTY or unless earlier terminated.
3. Amendment No. 1 is effective starting June 15, 2021.
4. Exhibit B of the Agreement is hereby replaced with the revised attached Exhibit B, which specifies the revised MCL that the County will pay to the Contractor inclusive of all authorized Services and authorized Reimbursable expenses and revises the Milestones Project Payments table.
5. Except as otherwise amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

The signatories to this Amendment have the authority to bind the parties. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

Amendment No. 1 to the Agreement for Services of Independent Contractor **BC19490** between the **County of Santa Barbara and Endelos Energy, Inc.**

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shirley McGuire*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Bob Nelson*
Bob Nelson
Chair, Board of Supervisors

Date: 6.15.21

**RECOMMENDED FOR APPROVAL:
GENERAL SERVICES**

By: *Janette D. Pell*
DocuSigned by:
Janette D. Pell
Department Head

**CONTRACTOR:
Endelos Energy, Inc.
593 Avenue of the Flags, Suite #105,
Buellton, California 93427**

By: *Randy Arntson*
DocuSigned by:
Randy Arntson
Authorized Representative

Name: Randy Arntson

Title: President

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: *[Signature]*
DocuSigned by:
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: *[Signature]*
DocuSigned by:
Deputy

APPROVED AS TO FORM:

Risk Management

By: *Ray Aronatorio*
DocuSigned by:
Risk Management

EXHIBIT B

(Revised June 15, 2021)

PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$4,499,743.49. This agreement is contingent on funding and a Notice to Proceed by the Director of General Services or the County Representative. The COUNTY is not responsible for any payments or reimbursements prior to the Notice to Proceed. The COUNTY has the right to cancel this contract if no funding source is established.

B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.

C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number BC19490. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

RFP #7001 PROJECT - MILESTONE PROGRESS PAYMENTS					
PROGRESS PAYMENT MILESTONE	TOTAL COMPLETED	County Hold-back 5%	TOTAL INVOICE	Payment Dates	
1 - Mobilization					
1.A - Mobilization Project Laydown Area Prog. Billing #1	\$ 30,000.00	\$ 1,500	\$ 28,500		3/30/2020
1.B - Mobilization LED Lighting Prog. Billing #2	\$ 100,000.00	\$ 5,000	\$ 95,000		4/10/2020
1.C - Mobilization - Solar + Engineering Design Prog. Billing #2	\$ 175,000.00	\$ 8,750	\$ 166,250		4/15/2020
2 - Zero-Net-Energy Material Procurement					
2.A - LED Lighting Material Delivery Prog. Billing #3	\$ 346,692.00	\$ 17,335	\$ 329,357		4/30/2020
2.B - Solar PV Material Delivery					
2.B.1 - Solar PV Panel Assembly Downpayment Prog. #4	\$ 186,000.00	\$ 9,300	\$ 176,700		5/21/2020
2.B.2 - Solar PV Panel -Ship from Factory Downpayment #5	\$ 275,300.00	\$ 13,765	\$ 261,535		10/9/2020
2.B.3 - Solar PV Material Delivery (County Acceptance) #6	\$ 158,700.00	\$ 7,935	\$ 150,765		10/30/2020
2.C - Solatubes Material Delivery & Installation					
2.C.1 - FS12 Solatubes Downpayment	\$ 12,500.00	\$ 625	\$ 11,875		12/15/2020
2.C.1 - FS12 Solatubes Material Delivery	\$ 12,500.00	\$ 625	\$ 11,875		TBD
2.C.3 - Betteravia Solatubes Downpayment	\$ 20,000.00	\$ 1,000	\$ 19,000		12/15/2020
2.C.4 - Betteravia Solatubes Material Delivery	\$ 20,000.00	\$ 1,000	\$ 19,000		TBD
2.D - SimpliPhi Batteries Delivery					
2.D.1 - SimpliPhi Betteravia/FS12 Battery Downpayment	\$ 300,000.00	\$ 15,000	\$ 285,000		2/8/2021
2.D.1 - SimpliPhi Betteravia/FS12 Battery Delivery	\$ 350,000.00	\$ 17,500	\$ 332,500		10/1/2021
2.E - Solar Carport Steel Fabrication Material					
2.E.1 - Steel/Fabrication Downpayment	\$ 390,000.00	\$ 19,500	\$ 370,500		12/15/2020
2.E.2 - Fabricated Steel Columns and Beams Delivery	\$ 200,000.00	\$ 10,000	\$ 190,000		12/23/2020
2.E.3 - Purlins and Frames Delivery	\$ 100,000.00	\$ 5,000	\$ 95,000		2/8/2021
3 - Final Engineering Design Review	\$ 75,000.00	\$ 3,750	\$ 71,250		12/15/2020
4 - LED Lighting Installations Complete	\$ 441,482.00	\$ 22,074	\$ 419,408		4/28/2021
5 - Solar Tubes Installation Complete	\$ 87,000.00	\$ 4,350	\$ 82,650		TBD
6 - Solar Systems Site Construction					
6.A - Firestations 12 Roofing & Solar System Downpayment	\$ 100,000.00	\$ 5,000	\$ 95,000		12/15/2020
6.B - Firestations 12 Solar System Commissioning	\$ 5,000.00	\$ 250	\$ 4,750		6/30/2021
6.C - Betteravia Solar Carport Excavation Started	\$ 100,526.00	\$ 5,026	\$ 95,500		12/23/2020
6.D - Betteravia Solar Carport Structure Complete	\$ 235,050.00	\$ 11,753	\$ 223,298		5/14/2021
6.E - Betteravia Solar PV Module Install Complete	\$ 175,000.00	\$ 8,750	\$ 166,250		5/14/2021
6.F - Betteravia Battery Bank and controls Install Complete	\$ 336,751.00	\$ 16,838	\$ 319,913		11/15/2021
6.G - Betteravia Solar PV Interconnection & Commissioning	\$ 35,000.00	\$ 1,750	\$ 33,250		12/15/2021
6.I - Generator Installation	\$ 162,992.49	\$ 8,150	\$ 154,843		12/22/2021
6.H - Solar Site Commissioning	\$ 25,000.00	\$ 1,250	\$ 23,750		10/1/2021
8 - Project Complete Sign Off	\$ 44,250.00	\$ 2,213	\$ 42,038		12/23/2021
Total to Date:	\$ 4,499,743.49	\$224,987	\$ 4,274,756		
			County 5% Hold-Back - FINAL PAYMENT:	\$ 224,987	
			TOTAL PROJECT (All Buildings) + Project 5% Contingency	\$ 4,499,743	

The final milestone payment above shall not be made until all services have been completed (Plus 45 days) and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.