

**AMENDMENT No. 2 to the AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
for**

**BETTERAVIA RENEWABLE ENERGY SYSTEM PROJECT
PROJECT #7001**

This is the second 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, on June 15, 2021, the parties hereto amended the Agreement to extend the contract term, and increase the maximum compensation limit of \$4,336,751.00 by \$162,992.49 for a Maximum Compensation Limit (MCL) of \$4,499,743.49 ("First Amendment"); and

WHEREAS, the Contractor has experienced numerous cost increases related to price escalation of materials and equipment due to various supply chain issues during and associated with the COVID-19 Pandemic event; and

WHEREAS, the parties hereto desire to amend the Agreement ("Second Amendment" or "Amendment No. 2"), in accordance with Section 25 of the Agreement, to add additional compensation for said issues.

NOW, THEREFORE, Owner and Contractor agree as follows:

1. Amendment No. 2 amends Exhibit A of the Agreement to add Change Order 2 for \$21,997.32 to provide an off grid power solution for the project laydown area due to PG&E limitations for temporary power, Change Order 3 for \$70,381.65 to provide additional security, lighting, at laydown area due to multiple break ins, and site theft of materials, Change Order 4 for \$38,313.15 to provide additional design services and site inspections for the Macro Grid concept, Change Order 5 for \$152,647.92 for miscellaneous cost impacts incurred by Endelos Energy for scope changes to prepare for construction of the Macro Grid system.
2. Amendment No. 2 replaces Exhibit B of the Agreement with the revised attached Exhibit B, which increases the maximum compensation limit of \$4,499,743.49 by \$983,340.04 (Increased scope of work for changer orders #2/3/4/5 \$283,340.04 and the estimated labor and minimal materials needed to complete the work (\$700,000.00) for an amended Maximum Compensation Limit (MCL) of \$5,483,083.40 that the County will pay to the Contractor pursuant to Exhibit B inclusive of all authorized Services and revises the Payment Arrangements.
3. Amendment No. 2 increases the term of the contract and replaces the "TERM" clause from Amendment No. 1 with the following:

TERM. CONTRACTOR shall commence performance in accordance with scope of work and end performance upon competition, but no later than September 23, 2023, unless otherwise directed by COUNTY or unless earlier terminated.
4. Except as otherwise amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

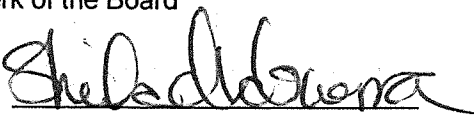
The signatories to this Amendment have the authority to bind the parties. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

Amendment No. 2 to the Agreement for Services of Independent Contractor **BC19490** between the **County of Santa Barbara** and **Endelos Energy, Inc.**

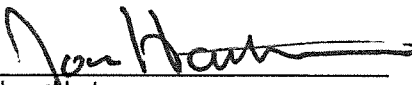
IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement to be effective on the date executed by COUNTY.

ATTEST:

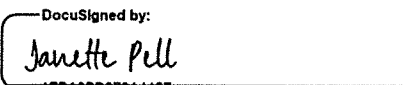
Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

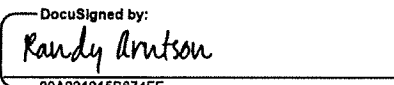
By: 
Joan Hartmann
Chair, Board of Supervisors
Date: 9-20-22

**RECOMMENDED FOR APPROVAL:
GENERAL SERVICES**

By: 
Janette D. Pell
Department Head

CONTRACTOR:


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

By: 
Randy Arntson
Authorized Representative

Name: Randy Arntson
Title: President and CEO

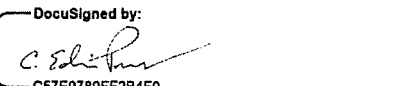
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
Risk Management


By: 
Risk Management

EXHIBIT A

REVISED STATEMENT OF WORK

Summary of Scope: CONTRACTOR shall design, procure, deliver, and install renewable energy systems (solar photovoltaic Hybrid Micro Grid, equipment upgrades, energy saving equipment, lighting, etc.) to enable the identified buildings to achieve near ZNE(Zero Net Energy).

CONTRACTOR shall comply with and perform all contractor requirements set forth in ALL sections of COUNTY's Request for Proposals RFP 7001(RFP) and CONTRACTOR's proposal and any associated documents submitted to COUNTY in response to RFP 7001, which are incorporated herein by this reference. All specifications, plans, drawings, and details, if any, including but not limited to specifications for each project type on the RFP, the lighting audit, any items mentioned in the mandatory pre-proposal conference, and all cost terms in this document and any and all attached documents to this Agreement and the RFP are incorporated herein by reference, and the CONTRACTOR will perform the work under this Agreement in accordance with said documents. All parts, equipment, structures, designs and supplies in this project shall meet or exceed the requirements set in the RFP.

CONTRACTOR will complete the work under this Amended Agreement by the extended contract expiration date of 9/29/2023.

CONTRACTOR shall be responsible for all costs of the renewable energy systems including, but not limited to, planning, design, any and all permitting that may be required (Project shall require County Permit), engineering, labor, materials, parts, delivery, installation, commissioning, relocation of items as necessary to allow CONTRACTOR to complete the work, after hours/holiday work as may be necessary, site preparation, boring, grading, transportation, relocation, removal, storage, trenching, all lighting, (all lighting, fixtures, parts, sensors, wiring, converting, communications, etc., and items not included in lighting audits), upgrading/ addition to existing (utility services, distribution panels, wires, transformers, breakers, disconnects, fuses, equipment, etc.), circumventing underground obstacles, circumventing above ground obstacles, equipment research and installation requirements, disposal fees (dump, hazardous material, transportation, etc) relays, wire, conduits, electrical boxes, collectors, inverters, steel, batteries concrete, lights, bracing, lugs, Polaris connectors, junction boxes, paint, blocks, connectors, switch gear, transformers, disconnects, panels, sub-meters, CTs(current transformer), PTs(potential transformer) , breakers, backup generators, lifts, backup water, fencing, system requirements, automatic transfer switches, security, equipment, components, moving furniture / desks / equipment / vehicles / plants / rocks / dirt / items for any reason, applying/collecting rebates for the County, complying with all codes (Title 24, Title 24 part 6, Title 24 part 11, Title 20, CalGreen 1&11, requirements for ADA(Americans with Disabilities), Building, Safety, County, City of Santa Maria, State, etc.), warranties costs, PG&E(Pacific Gas &Electric) /SCE(Southern California Edison) Rule 21, all requirements stated in the RFP(request for proposal), all items

mentioned in the mandatory pre-proposal conference and all costs and terms included in this document and all the attached documents, everything mentioned in the scope of work.

CONTRACTOR shall not use more than 15% of the parking lot at each location during COUNTY work hours, and shall ensure that the remainder of the parking lot(s) are kept accessible and available for COUNTY parking purposes during COUNTY work hours. CONTRACTOR shall grade and put down and maintain road base/gravel on the open Betteravia lot for County staff parking over flow equal to the amount of space displaced by construction.

CONTRACTOR will install the solar PV system consisting of Heliene Panels, SMA Inverters, and Simpliphi Energy Storage Systems, a 767kW AC (871 kW DC) solar, 850kWh Battery AC system designed to completely Micro Grid power the four Betteravia Campus buildings and Fire Station 12 while charging at 80% DOD. The Simpliphi Energy Storage Systems for Peak Shaving and Micro gridding. The CONTRACTOR will install solar carports to cover approximately 320 parking spaces. The CONTRACTOR will install solar arrays that consist of rectangular single and double cantilever solar arrays with the main foundation support columns positioned in the center location of the parking spaces. The CONTRACTOR will install support columns foundations that are drilled concrete caisson that are designed to support the solar arrays weight. The CONTRACTOR will install inverters located on the top of the support columns and which will convert the Solar DC power to 480V three phase AC electric. The CONTRACTOR will add electrical 480v to 208v step down transformer and disconnects to 10 inverters for the easy installation of future electric vehicle charging stations. The CONTRACTOR will utilize directional boring such that it eliminates the need for trenching the conduit pathways from building to building. The CONTRACTOR will install solar carport arrays lower leading edge at a height of at least 15 feet to accommodate public safety vehicle such as fire trucks. The CONTRACTOR will install the solar carport structure using galvanized Steel beams and columns. The CONTRACTOR will install islanding, behind the meter Energy Storage Systems (ESS), Off Grid & Battery Backup (Micro Grid). The CONTRACTOR will provide (road base/ gravel) and grade temporary parking at the Betteravia open lot for the 15% of parking spots they are using. CONTRACTOR will keep it graded for County employee parking during the project construction. CONTRACTOR will clean up any mud that comes off the new temporary parking during construction. CONTRACTOR will provide security and is financially responsible for every part of the project until it is signed over and accepted by the COUNTY.

The CONTRACTOR will replace all the interior lighting fixtures along with all the exterior lighting fixtures and poles with high efficient LED lighting to save electricity and reduce the number of solar panels needed. CONTRACTOR will install sensor controls for each light for maximum efficiency.

Contractor will replace only the shop roof (the part housing the fire trucks only) under the new solar panels at Fire station 12 with similar to existing roof system plus a full peel and stick underlayment covering that shop's entire roof only.

CONTRACTOR will complete all work items, tasks, and support needed for installing and ensuring

the operation of the Betteravia Campus and Fire station 12 Turn-Key ZNE System, including but not limited to the following: (See the RFP for detailed specification)

- Project/Construction Management
- PG&E Generation Interconnection
- All Solar SCE, PGE, and battery rebates administration
- CSI Compliance in all aspect of the project
- All labor and insurances
- Engineering
 - Civil - soil survey, watershed etc.
 - Structural - Foundation ground screw, racking, fencing, etc.
 - Electrical - solar, inverter, transformer, surge protection, power correction batteries, switchgear etc.
 - PG&E/ SCE Engineering - Rule 21 Interconnection
 - Plan check, Permits, etc.
 - Includes Creation and Submittal of all Permit Drawings, Construction Details, and Engineering Calculations. All products to be used on the project will be submitted to the COUNTY and permit department if required, prior to project commencement
 - Includes project management, scheduling, over-site, quality control and assurance procedures
 - Includes final commissioning and hand-over to involve coordination meeting with the COUNTY and Contractor at job start, job completion, and as required during project duration
 - Includes all Engineering, Drawings, and Details for Electrical components, as required for Permit and National Electrical Code
 - Includes Engineering, Drawings, and Details for Structural and Mechanical components, as required for Permit
 - AS-BUILT drawings
- Over Current Protection
- Wiring / Cabling
 - Procure & Install all interior conduits to be Electrical Metallic Tubing (EMT)
 - All conduit below 8', or exposed to damage, will be Rigid Galvanized Steel Tubing (RGS conduit, "Galvanized Rigid Steel" conduit) per NEC
 - Procure & Install All Exterior Conduits shall be Rain Tight Galvanized Rigid Steel Tubing (RGS conduit, "Galvanized Rigid Steel" conduit) per NEC.
 - Inverter Wiring and anchorage included, all wiring terminations and testing
 - All ground supports, and protection
 - Includes all Voltage Test Reports
 - All terminations
- Distribution and Power
 - Procure & Installation of Combiner Boxes and associated supports

- Installation of Inverters and batteries Pads, placement, and associated mounting equipment
- Installation and Commissioning of Inverters, batteries and generators
- Commission and test the micro grid including islanding the buildings for at least 2 hours.
- Procure & Install all Electrical hardware and support materials
- Includes appropriately sized midget fuses for combiners
- Construction
 - Civil - soil excavation, watershed etc.
 - Structural - Foundation, racking, etc.
 - Electrical - solar, batteries, surge protection, power correction, lights, switchgear etc.
 - PG&E and SCE Rule 21 Interconnection
- System Commissioning, PG&E and SCE/CSI Certification & Full Operation
- On-site System Training - 10 Days Classroom & 5 Years field training as needed
 - SMA Inverter Training
- CSI Compliant Warranty and Equipment Warranties will be provided by the CONTRACTOR and defective equipment will be replaced by CONTRACTOR at no cost to COUNTY, as follows:
 - 20 Year Heliene Solar PV Module Warranty
 - SMA Inverter Twenty 20-year Warranty Plus
 - SMA TL30000 Inverter On-site Spares Kit
 - Standard Ten (10) year warranty as required by California Solar Initiative (CSI)
 - Balance of Systems (switchgear, wiring, racking, combiner boxes etc)
 - System Installation Workmanship
- Electric Power shut downs:
 - Will be kept to a minimum with a one week notice not to exceed, 5 (five) hours maximum on a day the General Services determines
 - Electrical outage only permitted when approved by the County at night and on weekends.
- All personnel that are on site will fill out the Sheriff and Probation Department Security form and comply with all Sheriff and Probation Department Rules
 - All personnel will wear the same uniform shirt/vest as approved by the Sheriff and Probation Departments.
 - Contractor to properly identify and badge all employees on site.

Summary of Installation Requirements for Turn-Key ZNE Systems: (See RFP for detailed specification) CONTRACTOR will provide, install, and commission all parts, including but not limited to the following major parts, for the Turn-Key Renewable Energy System Project. Equivalent products of below-listed name brand items may be used if prior written approval is obtained from the COUNTY. Note: The inventory below (is subject to change based off of engineering and parts availability) will be finalized after the Formal Engineering Design Phase of this Contract has been completed.

Facility: Betteravia buildings - A, B, C, D: East Lakeside Parkway, Santa Maria, California 93455.

- Engineering Design and Complete Electrical, Mechanical, Structural, and Civil Drawing Package required for all Permits. Upon Completion of Engineering Design the inventory below will be finalized with County
- PV solar arrays total a Minimum size A/C 740kw (Seven hundred forty) with estimated generation of 1,438,502 kWh AC in year one.
 - o 17 Single Cantilevered Solar carports located per Building A, B, C, D Distributed Generation layout in Betteravia parking lot.
 - o 3 Double Cantilevered Solar carports located per Building A, B, C, D Distributed Generation layout in Betteravia parking lot.
 - o 2,436 Heliene 345W MONO Panels with painted galvanized carports per RFP (Bolted only, No Screws in or on carports or panels) (All hardware will be stainless steel and tamper resistant)
 - o 4 lithium Simpliphi 200kWh Battery Energy Storage Systems (for of total of 800kwh at 80% DOD) (not toxic and recyclable) with peak shaving, and islanding software and functions at the Betteravia Campus.
 - o 96 - V1000 Series String Power Optimizers 1000-volt PV systems
 - o 28 SMA 30000TL-US String Inverters with monitoring systems (1000V max string) with Peak shaving technology
 - o 4 Endelos Energy Power Ranger Power Factor Correction equipment. One each for Building A, B, C, D Solar Electrical interconnection.
 - o 10 Electrical disconnects for future Electric Vehicle stations (NEMA4 3phase 100amp fused disconnect) 208V
 - o 7 Square D PM5560 Submeters connected to the County Network
 - o 7 CITEL MDS750E meter level surge protectors (one at each utility meter panel)
 - o 28 MNSPD1000 AC inverter side level surge protectors
 - o 56 MNSPD1000 DC inverter side level surge protectors
 - o Net electric meter usage for first year of 0 (Zero) kWh or less per meter. (See RFP)
 - o ATSS for each building to Microgrid together and connect to the SS generator.
- All intrusive work done when COUNTY is not at work (County work time is 7am to 6:00pm Monday through Friday).
- Battery Backup - Peak demand shaving

- CONTRACTOR will replace ALL existing interior and exterior lighting with PG&E rebate-able LED lighting with rebate-able sensors and timers consistent with the Lighting Audit. COUNTY will not be moving furniture/desks/interior/items/etc. to accommodate CONTRACTOR. CONTRACTOR will move such items if necessary to perform the work, provided however that it will return the items to their original condition and location when the relocation is no longer necessary for the work. CONTRACTOR will replace all external and interior lighting to new LED.
 - o 2078 interior LED Light fixtures (Lithonia 2BLT4 48LHE ADSM MVOLT EZ1 LP840 N80EMG _RES7N_LATC) with earthquake safety wire
 - o 134 exterior LED Light fixtures with sensors with new light poles upgrades
 - o 22 Exit and Emergency Bug eye lights
 - o Full Wireless Networking Control Platform with Enterprise reporting using night Air TM
- 100 roof top 21-inch solar tubes with diffusers (Solatube 330 DS)
- Copper wire only, No aluminum wire of any kind for any reason

Fire Station 12, 5330 Calle Real, Goleta, 93110

- Engineering Design and Complete Electrical, Mechanical, Structural, and Civil Drawing Package required for all Permits. Upon Completion of Engineering Design the inventory below will be finalized with County
- Off Grid/ Micro Grid Test that last for 48 hours.
- PV solar arrays total a Minimum size *NC* 27kw (twenty-seven) with estimated generation of 45,545 kWh AC in year one.
 - o 88 Heliene 345W MONO Panels roof mounted on County approved mounts
 - o 30 -Tigo Panel Power Optimizers
 - o Simpliphi AccESS System DC Coupled containing: 2 - GS8028-01 OutBack inverters with rapid shutdown FWPV6-FH600-SDA, RSd-afci
 - o 5 - FM100-300vdc OutBack Charge Controllers
 - o 3 - GS OutBack load centers,
 - o AC distribution panel, DC buss and fusing, Ferrite cores as defined by General services, wire, conduit, and etc.
 - o 1 - ATS for the entire station
 - o 1 Mate3s,1 hub 10.3, battery monitor, Optics RE, connected to the County network
 - o 1 Square D PM5560 Submeters connect to the County Network
 - o 1 Endelos Energy Power Ranger Power Factor Correction equipment.
 - o 1 CITEL MDS750E meter level surge protector
 - o 9 MNSPD AC inverter side level surge protector
 - o 15 MNSPD DC inverter side level surge protectors Net electric meter usage for first year of O (Zero) kWh or less per meter. (See RFP)
 - o 1 lithium Simpliphi 50kWh Battery Energy Storage System at 80% DOD (depth of discharge) (not toxic and recyclable) with peak shaving, and islanding software and functions on Fire Station 12 with Peak shaving technology

CONTRACTOR will replace ALL existing interior and exterior lighting with SCE rebate-able LED lighting with rebate-able sensors and timers consistent with the Lighting Audit. COUNTY will not

be moving furniture/desks/interior/items/etc. to accommodate CONTRACTOR. CONTRACTOR will move such items if necessary to perform the work, provided however that the items will be returned to their original condition and location when the relocation is no longer necessary for the work. CONTRACTOR will replace all external and interior lighting to new LED.

- o 57 interior LED Light upgrades including 5 new LED wraps {LITHONIA# LBL4-3000LM-80CRI-40K}; 4 new LED strips (Lithonia# L8548-EX-213-N1-40K); 4 LED recessed can kits (Lithonia# 6BPMW L7XRLED HL LED 40K), and various screw-based LED retrofits
- o 4 exterior LED Light fixtures with sensors
- o 2 Exit LED lights and 4 Emergency LED Bug eye lights
- o Full Wireless Networking Control Platform with Enterprise reporting using nlight Air™
- 8 roof tops 21-inch solar tubes with diffusers (Solatube 330 OS)
- Copper wire only, No aluminum wire of any kind for any reason

CHANGE ORDERS FOR ADDITIONAL APPROVED SCOPE:

Change Order 2 for \$21,997.32 to provide an off-grid power solution for the project laydown area due to PG&E limitations for temporary power.

Change Order 3 for \$70,381.65 to provide additional security, lighting, at laydown area due to multiple break ins, and site theft of materials.

Change Order 4 for \$38,313.15 to provide additional design services and site inspections for the Macro Grid concept.

Change Order 5 for \$152,647.92 for miscellaneous cost impacts incurred by Endelos Energy for scope changes to prepare for construction of the Macro Grid system.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 5,483,083.40
- 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. (Monthly)CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- 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.