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| Task Order | Solar PV Energy Project Consulting Services |
| Task Order No. | 17013.1 |

This Task Order is pursuant to the Professional Services Agreement (“PSA”) between Sage Renewable Energy Consulting, Inc. (“SAGE”) and Saugus Union School District (“CLIENT”) dated _____.

This Task Order must be mutually executed before work is commenced.

| | |
|-----------------------------|---|
| Project Name | Solar PV Energy Project Consulting Services |
| Client | Saugus Union School District |
| Physical Location | Valencia, California |
| Estimated Start Date | June 12, 2017 |
| Estimated End Date | August 12, 2017 |
| Estimated Fees | \$23,500 |

Project Contacts

| For SAGE | For CLIENT |
|---|--|
| David Williard Principal | Nick Heinlein Assistant Superintendent of Business |
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Proposed Scope of Services

Sage proposes to provide investment grade feasibility study evaluation for a solar PV energy generation project on up to 17 CLIENT sites. The evaluation will focus on a Power Purchase Agreement (PPA) for solar PV shade structures at the proposed sites, however, all applicable financing mechanisms will be evaluated in the feasibility study.

The following scope of services will help the District identify and evaluate the potential for energy cost savings generated by a potential project.

Tasks

Task 1 Investment Grade Solar PV Feasibility Study

- 1.1. Collect historical energy consumption data and information on future changes to site usage/energy efficiency measures for each site to estimate future energy consumption
- 1.2. Review any existing site infrastructure or geotechnical information
- 1.3. Create Helioscope models of conceptual system designs for each site and generate system energy production profiles
- 1.4. Review and finalize PV array size and locations for each site with CLIENT
- 1.5. Visit sites to evaluate potential PV system component locations/limitations and investigation of existing electrical infrastructure
- 1.6. Conduct tariff modeling for each site based on estimated energy consumption, production and tariff assumptions
- 1.7. Perform financial modeling of overall project with multiple financing scenarios including PPA, CREBs and Tax Exempt Lease-Purchase or QZABS
- 1.8. Develop Feasibility Study draft report, review with CLIENT staff
- 1.9. Produce final Feasibility Study report with recommendations, schedule, and outline of project development steps

Site Visits: One for site evaluation visits

Schedule and Deliverables

| Task | Duration | Deliverables |
|--|-----------|----------------------------|
| Task 1 <u>Solar PV Feasibility Study</u> | 6-8 weeks | – Feasibility Study Report |

Project Requirements and Assumptions

1. Sage will travel to the proposed project site and/or the CLIENT offices as stated in Tasks. Project travel assumes one Sage representative per site visit.
2. Site data will be made available to Sage as needed.
3. CLIENT will provide details of energy efficiency measures at the proposed sites as well as any long-term planning for site usage or facilities changes that may impact future energy usage.
4. CLIENT will provide access to all sites under consideration for site walks.
5. CEQA documentation to be provided by others, Sage to assist as needed.
6. SAGE will assist with technical aspects of construction in support of the District’s designated construction manager. SAGE will not provide full construction management support services.
7. PV systems will be operational by December 31, 2018.

Fees and Payment Schedule

The total estimated Project fees listed in this section are indicative pricing based on a typical 17-site school Project. Final contract pricing will be determined upon scope determination and structure of fees. The contingency listed below is for unforeseen project services that fall outside the typical project scope. Contingencies are only collected if needed and at the approval of CLIENT.

Fixed Fee Structure

Sage typically provides project services on a fixed fee per task basis, calculated from an extended OPSC schedule for Energy Consultants based on the total size/cost of the Project. All project travel and reimbursable expenses are inclusive of the fixed fee costs listed below.

Time and Materials

Alternatively, Sage can provide services on a time and materials (T&M) basis with a not to exceed (NTE) limit, billed at the hourly rates listed below. T&M work is not inclusive of travel and other reimbursable expenses. Travel time is billable at the full hourly rate. NTE limits are calculated at 5% over the Fixed Fee rates. Sage will notify CLIENT when 80% of the Task budget has been billed and will not provide services in excess of the NTE limit without consent of the CLIENT.

| Title | 2017 Hourly Fees |
|----------------------------|---------------------|
| Principal | \$195 |
| Senior Project Manager | \$185 |
| Senior Engineer | \$175 |
| Senior Energy Professional | \$165 |
| Energy Professional | \$125 |
| Project Administrator | \$70 |

Estimated Project fees by task and total costs are provided in the following table for both fixed and T&M fee structures.

| Task | Fixed Fee | T&M NTE Limit |
|--------------------------|-----------|---------------|
| Task 1 Feasibility Study | \$23,800 | \$25,000 |
| Contingency (10%) | \$2,380 | \$2,500 |
| Total | \$26,180 | \$27,500 |

Billing/Payment Structure

Sage invoices on a monthly basis with terms of Net 30. For fixed fee billing, invoices are billed on percentage of task complete. Sage will only bill for work that has been completed and does not bill for

uncompleted tasks if the Project is terminated or suspended. If Task schedule or work is extended as a result of regulatory, District, or vendor actions, Sage may charge additional fees from the contingency budget or add additional budget to Task fees, as needed.

Reimbursable Expenses

The above fixed fees include the travel indicated in the Proposed Scope of Services. Fees assume all deliverable materials for the project will be provided digitally. Printed copies of documents will be billed at cost. For T&M billing, all ordinary travel expenses (airfare, rental car, hotel, meals, mileage, etc.) are billed at cost.

Alternative Fee Option

Sage also offers the option of financing our consulting fees as part of the third-party project financing to reduce up-front expenses to the CLIENT. Under this option, all or part of Sage’s fee can be built into the project financing (PPA or CREBs). The third-party financier would include Sage’s fees in the Project Development Costs and reimburse the District for Sage’s fees (and other Project Development Costs i.e. IOR, testing & inspections, etc.), paid out on a project milestone schedule. Milestones typically include PPA/EPC contract execution, design completion, commercial operation, and final completion of the systems. The result of financing the consulting fees is a small increase in finance pricing which the CLIENT would pay over time as part of the PPA or CREBs payments. If this option is selected, Sage adds 10% to the above fee schedule to account for any delay in payment and increased risk to Sage.

If the project is canceled for any reason, the CLIENT would be responsible for payments to Sage for work completed to date per the fee schedule above. Sage also reserves the right to collect fees from the CLIENT if the project is put on hold or stalls for an extended period. Fees would be returned to the CLIENT upon the respective milestone payment from the project financier.

IN WITNESS WHEREOF, authorized representatives of both SAGE and CLIENT have executed this agreement as of the date set forth above.

| SAGE | CLIENT |
|----------------------|--------|
| By: | By: |
| Name: David Williard | Name: |
| Title: Principal | Title: |
| Date: | Date: |