

Task Order Albany USD – Solar PV Procurement and Contracting Support
Project # 859821-2103001.03

This Task Order is pursuant to the Master Services Agreement (“MSA”) between NV5 Consultants Inc. dba NV5 (“NV5”) and the Albany Unified School District (“CLIENT”) dated November 24, 2021.

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

Project Name	Albany USD – Solar PV Procurement and Contracting Support
Client	Albany Unified School District
Project Location	Albany, CA
Estimated Start Date	May 2024
Estimated End Date	July 2024
Estimated Fees	Fixed Fee, total of all tasks: \$15,500

PROJECT CONTACTS

NV5		CLIENT	
Name:	Mike Borger	Name:	Scot Jaffe
Title:	Associate Principal	Title:	Director of Maintenance and Operations
Email:	Mike.borger@nv5.com	Email:	Sjaffe@ausdk12.org
Phone:	805.801.5202	Phone:	510.558.3986
Address:	101 Lucas Valley Road, Suite 302 San Rafael, CA 94903	Address:	1216 Solano Ave., Albany, CA 94706

SUMMARY OF WORK

NV5 has provided feasibility review and project management services for the evaluation and procurement of Solar PV on 6 Albany Unified School District (AUSD) sites. A Request for Proposals (RFP) was released in January 2024 from qualified vendors utilizing a Power Purchase Agreement (PPA) financing. Additional work is required to evaluate proposals and ensure contracting allows for NEM2.0 tariff grandfathering. Additional services included in this Task Order are denoted in red below. The CLIENT sites currently include:

- Albany High School
- Albany Middle School
- Ocean View Elementary School
- Marin Elementary School
- Cornell Elementary School
- Albany Childcare Center

SCOPE OF WORK

Task 1 Proposal Evaluation and Vendor Selection

- 1.1 Provide initial summary of responses and preliminary ranking of proposals.
- 1.2 Perform detailed quantitative analysis of top three proposals, including review of pricing, production estimates, and lifecycle cost of energy analysis.
- 1.3 Perform qualitative analysis, including equipment and design review, Developer qualifications, schedule, reference checks, performance guarantees, O&M, contract exceptions, etc.
- 1.4 Participate in CLIENT selection committee workshop to review proposals and rank proposing Developers, including optional interview of highest-ranked vendors.
- 1.5 Provide summary presentation outlining quantitative and qualitative analysis.
- 1.6 Create additional exhibits illustrating available area for additional capacity.
- 1.7 Coordinate with proposers to review site sizing based on NEM2.0 sizing requirements. Determine which sites can be installed within NEM2.0 sizing and schedule requirements.
- 1.8 Obtain revised pricing from vendors based on updated information.
- 1.9 Revise quantitative modelling based on proposer updated pricing schedules and alternative tariff options.
- 1.10 Present updated scoring of top vendors to CLIENT and coordinate final decision on selected proposer.
- 1.11 Provide notifications to proposers.

SITE VISITS: Up to ~~two~~ **Three**; one for interview/committee meeting and **Two** for CLIENT Board Meetings.

Task 2 Contracting Support

- 2.1 Facilitate contract kickoff and meetings with CLIENT, Legal Counsel, and selected Developer.
- 2.2 Utilizing selected Developer's contract assist with contract negotiations, redlining, and finalizing contract documents. Anticipated contract documents include:
 - 2.2.1 Power Purchase Agreement (PPA) contract
 - 2.2.2 General Terms and Conditions
 - 2.2.3 O&M Terms and Performance Guarantees
 - 2.2.4 Requirements stated in RFP (scope, criteria, specifications, and process)
- 2.3 Interface with CLIENT staff, Legal Counsel, and selected Developer as needed.
- 2.4 Participate in contract negotiations on technical elements and finalization with Legal Counsel and selected Developer. Support of non technical elements of contracting will be additional cost.
- 2.5 Work with Legal Counsel to prepare GC 4217.10 et seq. notice, findings, and resolution for Board (if used).
- 2.6 Attend conference calls as needed.

SITE VISITS: One for CLIENT Board meeting for contract approval.

SCHEDULE AND DELIVERABLES

Task	Start Date	End Date	Deliverables
1 Proposal Evaluation and Vendor Selection	May 2024	June 2024	<ul style="list-style-type: none"> - Proposal Evaluation Summary - Updated Proposal Evaluation with NEM2.0 and NBT sizing - Board Presentation
2 Contracting Support	June 2024	July 2024	<ul style="list-style-type: none"> - Redlines of Contract Documents - Savings Analysis for 4217 Resolution

PROJECT REQUIREMENTS AND ASSUMPTIONS

1. Assumes Project consists of six (6) CLIENT sites, with one grid-connected solar PV interconnection per site.
2. Assumes District Notice to Proceed (NTP) between Tasks 1 and 2, and Tasks 2 and 3. If the District decides to cancel the project at any NTP milestone or other time prior to completion of all Tasks, NV5 will stop work and bill for only work that has been completed.
3. Assumes Interconnection Applications will be prepared and submitted by NV5 under a separate Task Order.
4. Travel to CLIENT sites per site visit assumptions outlined in Scope of Services. Project travel generally assumes one representative per visit unless otherwise noted. Additional travel beyond the trips listed may require additional budget.
5. Assumes schedule listed. Delays or extension of the assumed schedule outside of NV5's control may require additional budget.
6. All deliverables will be delivered in electronic format.
7. Site information/data will be made available to NV5 as needed. Should on-site review and/or data collection be added to the scope, the on-site work will be limited to visual inspections of potential system locations, electrical services, and existing site conditions.
8. CLIENT will provide estimates of changes in electricity consumption at proposed sites based on energy efficiency measures, anticipated changes site usage, and new construction.
9. CLIENT will provide access to all sites under consideration for site walks, including access to electrical services at each site.
10. CLIENT will provide necessary staff support for site visits, access to electrical gear, timely responsiveness to questions, reviews, and data requests.
11. Feasibility will not include new or invasive site investigations (e.g. geotechnical studies, structural investigation, shutdown/inspection of electrical services, etc.).
12. CEQA documentation and process management to be provided by CLIENT. NV5 will coordinate with CLIENT and Developer to provide project details needed to prepare CEQA documentation. CLIENT/Developer shall be responsible for any CEQA requirements during construction, with oversight by CLIENT or CLIENT's CM.
13. Financing by others. NV5 will provide detailed modeling and assist with negotiations and contracting with the Developer or financing entity. Should CLIENT elect to pursue grants, bonds, government loans or other financing mechanisms that require preparation and management of applications for financing, NV5 will provide assistance to CLIENT financial managers under a separate scope and budget.

14. Design, construction, and commissioning of project will be performed by others. NV5 may provide design review, technical assistance during construction, review/oversight of Developer's commissioning, inspections/performance assessment as noted, and performance management as contracted by CLIENT.
15. NV5 will interface with the electrical utility company service CLIENT sites during feasibility to assess interconnect constraints. This scope of work assumes the project Developer will assume responsibility for the interconnection process once under contract and will be responsible for interconnection with the electrical utility.
16. Budget assumes BESS systems and EV charging planning and infrastructure will not be implemented. Should CLIENT elect to include BESS and EV support, additional budget may be required.

FEE AND PAYMENT SCHEDULES

The Task fees listed in this section are based on anticipated workload for the scope set forth in this Task Order. For all tasks performed under this Task Order, NV5 has set a Fixed Fee maximum cost for the project as shown in the table below.

FIXED FEE TASK TABLE

Task		Additional Fixed Fee
1	Proposal Evaluation & Vendor Selection	\$6,500
2	Contracting Support	\$9,000
Total		\$15,500

BILLING AND PAYMENT TERMS

NV5 invoices monthly with terms of Net 30.

If schedule is extended as a result of CLIENT, regulatory, or Developer or other contractor/vendor actions or inactions, NV5 will consult with CLIENT on extending the budget as needed.

REIMBURSABLE EXPENSES

Fees assume all deliverable materials for the project will be provided digitally. Printed copies of documents will be billed at cost plus 10%. For time and materials fee structure projects, all reasonable and ordinary expenses are reimbursable at cost plus 10%.

TRAVEL COSTS

When air travel is required, coach class airfare will be used for domestic air travel and business class airfare will be used for international travel. Personnel travel time from our office to project location is billable at the full hourly rate. Meals and lodging will be billed at cost. Vehicle driving mileage will be billed at the current IRS mileage rate.

IN WITNESS WHEREOF, authorized representatives of both NV5 and CLIENT have executed this agreement as of the date set forth below.

NV5	Client
Name: Mike Borger	Name: Scot Jaffe
Title: Associate Principal	Title: Director of Maintenance and Operations
Date:	Date: