

CONTRACT NAME: AMENDMENT TO AGREEMENT BETWEEN CLEAR RESULT AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This amendment to an existing agreement is for consulting services to prepare energy audits, energy expenditure plans, and provide general assistance related to participation in the State's Proposition 39 energy program. Specifically, this amendment adds Holmes Junior High and Birch Lane, Cesar Chavez North Davis Elementary Schools to the project list.

STATEMENT OF WORK NO. 2 UNDER MASTER SERVICES AGREEMENT

1. **Master Agreement.** THIS STATEMENT OF WORK NO. 2 (this "SOW") is entered into effective December 1, 2017 ("Effective Date"), by and between Davis Joint Unified School District, a school district located in Yolo County, California ("District") and CLEAResult Consulting Inc., a Texas corporation ("CLEAResult"), pursuant to the terms and conditions of that certain Master Services Agreement between the parties, dated November 19, 2017 (the "Agreement"). Capitalized terms not defined in this SOW are as defined in the Agreement.

2. **General Scope.** As required in the Agreement, this SOW defines the Services. The parties intend for CLEAResult to perform the planning work from the Proposition 39: California Clean Energy Jobs Act – 2013 Program Implementation Guidelines ("PROPOSITION 39 GUIDELINES").

3. **Budget.**

a. **Billing Rates and Payment Methodology.** This Agreement is based upon the following charges.

Pricing for Davis Joint Unified School District	
<u>Site Name</u>	<u>Square Footage</u>
Holmes JHS	103,983
Birch Lane ES	47,391
Cesar Chavez ES	40,718
North Davis ES	44,779
Total (4 sites)	236,781

Audit (\$0.11/site).....	\$26,044.81
Benchmarking (\$600/site)	\$2,400.00
EEP Calculation & Submittal Support (\$900/site).....	\$3,600.00
Total Not to Exceed.....	\$32,055.81

b. **Payment.** CLEAResult will provide District with an itemized invoice referencing this Agreement on the face of the invoice. Payment will be processed within thirty (30) days of such invoice approval. Payments to CLEAResult not made by wire transfer shall be mailed to:

CLEAResult Consulting Inc.
P.O. Box 732986
Dallas, TX 75373-2986

All invoices shall be mailed, e-mailed or hand delivered to:

Davis Joint Unified School District
1919 5th Street
Davis, CA 95616
E-mail: mw@djusd.net

4. **Tasks.**

The services and pricing included in this Agreement cover the District's PROPOSITION 39 GUIDELINES **planning work only**. The services in this Agreement cover benchmarking, energy efficiency rebate processing and energy expenditure development for four (4) representing a total of 236,871 square feet. Pacific Gas and Electric Company School Energy Efficiency Program, including Proposition 39 Bonus, and Analytics-enabled Retro-Commissioning (ARCx) Program and incentives will be leveraged wherever possible to minimize financial impact to the DISTRICT.

District Schools Included in SOW:

<u>Site Name</u>	<u>Square Footage</u>
Holmes JHS	103,983
Birch Lane ES	47,391
Cesar Chavez ES	40,718
North Davis ES	44,779
Total (4 sites)	236,781

5. Change Procedure. The Agreement, including any exhibits, schedules or attachments including this SOW, contains the entire agreement of the parties regarding the subject matter described in it. In the event of any conflict between the terms and conditions of the Agreement and this SOW, the applicable term or condition of the Agreement supersedes the conflicting term or condition in this SOW, unless the parties clearly express in writing that the SOW includes a change to the Agreement. The provisions of this SOW may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought. This SOW may be executed in two (2) or more counterparts, all of which will constitute but one and the same instrument.

CLEAResult Consulting Inc.

Davis Joint Unified School District

By: _____

Name: Nick Brod

Title: Vice President – West Region

By:  _____

Name: Bruce E Colby

Title: Chief Business officer