

EXHIBIT-A1

To Agreement by and between
[County Administrative Office], hereinafter referred to as “County”
AND
[ARC Alternatives], hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Amend “Task 2 Infrastructure Inventory Prioritization” to include

- Conduct walk-through level audits of five facilities totaling approximately 900,000 square feet floor space at 5 facilities.
- Gather system configurations, nameplate data and photos (as allowed in secure facilities) of a representative sampling of equipment. Focus on HVAC systems, energy efficiency project potential and electrification opportunities. The only exclusion is lighting at Natividad Medical Center, which has already been audited.
- Organize and document data for use in Decarbonization Grant; provide courtesy copy to CCEW.
- Lead Author to write report incorporating completed infrastructure inventory and strategic prioritization into the Decarbonization Framework (Draft and Final).

Add new “Task 5 On-call Energy Consulting” to include, as needed:

- Energy Asset and/or PPA Procurement Support
 - Vendor outreach prior to release of procurement documents
 - Develop scope document describing the solar projects: system sizes, locations, production targets, and POCs
 - Develop bid sheets for proposers to use in their responses
 - Create streamlined instructions to proposers
 - Develop proposal evaluation criteria, weighting, and scoring rubric for use by ARC and County staff on evaluation committee
 - Evaluate proposals
 - Document proposal evaluation results and contractor selection (memo, presentation)
 - Support contract negotiations
- Electric Vehicle (EV) Charging Infrastructure analysis and planning

- Fleet Electrification analysis and planning
- Legacy solar system performance and economic analysis
- Utility analysis

Add new “Task 7 ENGIE Solar Verification” to include

- Project management support
 - Attend project meetings
 - Review contractor schedules
 - Review contractor submittals
 - Assess contractor change orders
- Design review
 - Review contractor design packages
 - Document design review comments and share with contractor
 - Update system savings models to reflect final system designs
- Commissioning and system performance verification
 - Review and approve contractor testing plans
 - Confirm testing documentation is complete and reflects successful testing program
 - Validate system production during “proving period” and document findings
 - Identify and confirm any utility rate switches have been implemented
- Project Close-out
 - Support project close-out, including any required document review
 - Ensure County has all necessary project documentation

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$368,600 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.