

**SUPPLEMENTAL SERVICES AGREEMENT NO. 2**  
**ENERGY CONSULTING SERVICES**

THIS SUPPLEMENTAL SERVICES AGREEMENT NO. 2, hereinafter referred to as Supplemental Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Lake, hereinafter referred to as COUNTY, and Optony Inc., hereinafter referred to as CONSULTANT:

W I T N E S S E T H:

WHEREAS, the COUNTY has entered into a General Services Agreement dated \_\_\_\_\_, with CONSULTANT to perform services in support of professional energy consulting services; and,

WHEREAS, the COUNTY and CONSULTANT now desire to also enter into this Supplemental Agreement with the scope of services described herein for photovoltaic system feasibility analysis, financial modeling, and procurement assistance for the Lakeport Library, Middletown Library, Redbud Library, and Probation Building.

NOW, THEREFORE, IN CONSIDERATION OF the covenants and agreements herein set forth, it is hereby agreed:

1. The General Services Agreement remains in full force and effect, and in the performance of this Supplemental Agreement CONSULTANT is held to all provisions and the terms of the General Services Agreement.

2. PROJECTS

The projects covered by this Supplemental Agreement shall include the following:

Photovoltaic system infrastructure plan development and procurement assistance for the Lakeport Library, Middletown Library, Redbud Library, and Probation Building.

3. SCOPE OF WORK

The scope of work covered by this Agreement is described in the Scope of Work and Cost Proposal prepared by CONSULTANT, which is attached as Exhibit "A".

4. COMPENSATION

As full compensation for all work or services to be provided by CONSULTANT hereunder, County shall make payments to CONSULTANT based on monthly invoices for all services performed under this Agreement. Invoices shall reference the project title and include a detailed breakdown of work items completed to date and the cost of work remaining. Invoices shall be separate for each facility. Payment will be based on time and materials. Invoices are due and payable upon receipt. The total fee for the project will not exceed \$30,000 without prior approval of the County. Upon satisfactory completion of services summarized in Exhibit "A", the final payment of any balance will be due upon receipt of the final invoice. The final invoice shall be submitted within 60-calendar days after completion of the CONSULTANT's work.

5. TERM

CONSULTANT shall begin immediately on the work as assigned and this AGREEMENT shall remain in full force for a period of two (2) years from the date of approval or until terminated by either party.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

County of Lake, a political  
subdivision of the State of California

CONSULTANT

*B Pakter (as CEO Optony Inc.)*

By \_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Optony, Inc.

ATTEST: SUSAN PARKER  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
LLOYD GUINTIVANO  
County Counsel

By \_\_\_\_\_

  
\_\_\_\_\_

# EXHIBIT A

# PROJECT QUOTE

JONATHAN WHELAN

Director of Operations

OPTONY INC.

Jonathan.WheLAN@OptonyUSA.com

+1 415 450 7032

QUOTE FOR

County of Lake County  
Multi-Site Solar RFP Services



PREPARED FOR

LARS EWING, DIRECTOR  
COUNTY OF LAKE COUNTY, CALIFORNIA



QUOTE SUBMITTED:

February 15, 2024

via [Lars.Ewing@LakeCountyCA.gov](mailto:Lars.Ewing@LakeCountyCA.gov)

**TO:** Lars Ewing, County of Lake County  
**FROM:** Jonathan Whelan, Optony Inc.  
**DATE:** February 15, 2024  
**RE:** Quote for Multi-Site Solar RFP Services

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Optony was invited to provide a quote to support the County of Lake County with the feasibility of solar and creation of the request for proposal (RFP) document covering multiple sites. This process identifies four (4) County-owned sites. Final sites to be included may be revised during feasibility and are assumed to be the Upper Lake Library, Redbud Library, Lake County Library, and Lake County Jail. The enclosed scope and budget details Optony’s proposed approach to providing feasibility and RFP document creation for the County. Optony proposes breaking the project at this point. Continuing services needed to select a solar vendor and manage the solar development process can be provided in a separate quote.

**DETAILED SCOPE OF WORK**

**Task 1 Solar Photovoltaic and Storage Procurement Development**

- Subtask 1.1 Preliminary review of County facilities to determine path forward with inclusion in RFQ/P; determine technical scope breakdown requests for each County facility and required number of RFQ/P(s) for release (assumes one single RFQ/P for all sites)
- Subtask 1.2 Liaise with County staff and other departments as required to finalize a solar infrastructure plan in preparation for RFQ/P at up to FOUR County facilities with timeline for project procurement, design, and construction; site operational and procurement/financing approach (County-owned vs. PPA vs. other); analysis of additional electrical infrastructure needs (if any); O&M planning needs; conceptual site-plan layouts; and battery / off-grid capabilities and requirements
- Subtask 1.3 Review of existing County solicitation documents; finalization of solar and storage RFQ/P(s) for County facilities; issuance of RFQ/P to public contractor bid room
- Subtask 1.4 Provide County with a proposal evaluation matrix template
- Subtask 1.5 Provide County with a list of potential RFQ/P respondents

**DELIVERABLES**

- 1. Final RFQ/P (Task 1)
- 2. Proposal Evaluation Matrix Template (Task 1)
- 3. Potential RFQ/P Respondent List (Task 1)

Exclusions: site walks, response to bidder Q&A, vendor interviews and negotiations, in person meetings and travel

## PROJECT BUDGET

The preceding tasks can be provided at a time and materials basis according to the rates per staff as follows:

TASK	ESTIMATED HOURS BY TASK	HOURLY RATES	
Task 1. Solar and Storage Procurement Development	130	Principal	\$330
		VP, Program Director	\$230
		Program Manager	\$205
		Senior Engineer	\$190
		Senior Energy Analyst	\$190
Total	130	Energy Analyst	\$180
		Associate/Administrative Assistant	\$100