

**SUPPLEMENTAL SERVICES AGREEMENT NO. 1**  
**ENERGY CONSULTING SERVICES**

THIS SUPPLEMENTAL SERVICES AGREEMENT NO. 1, 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 independent engineering review and project commissioning advisor for the Lake County Courthouse Campus Photovoltaic Array and Electric Vehicle Charging Station Project.

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 independent design review, construction review, commissioning

services, and post-commissioning review for the Lake County Courthouse Campus Photovoltaic Array and Electric Vehicle Charging Station Project.

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 \$79,500 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

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

*B Pakter (as CEO Optony Inc.)*  
\_\_\_\_\_  
Optony, Inc.

ATTEST: SUSAN PARKER  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
LLOYD GUINTIVANO  
County Counsel

By \_\_\_\_\_

  
\_\_\_\_\_

# EXHIBIT A

Helping make tomorrow's clean energy goals a reality, today.



# PROJECT QUOTE

QUOTE FOR

County of Lake County  
Solar Project Management and Commissioning  
Support

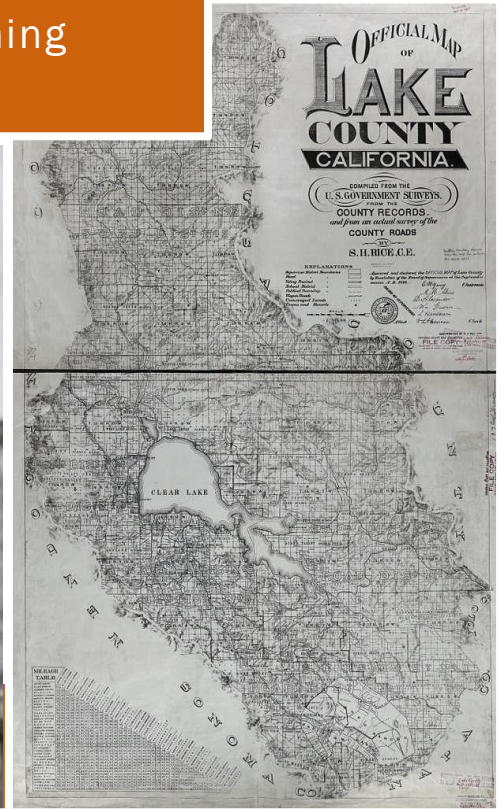
JONATHAN WHELAN

Director of Operations

OPTONY INC.

Jonathan.WheLAN@OptonyUSA.com

+1 415 450 7032



PREPARED FOR

LARS EWING, FACILITIES DIRECTOR  
COUNTY OF LAKE COUNTY, CALIFORNIA

QUOTE SUBMITTED:

March 5, 2024

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



**TO:** Lars Ewing, County of Lake County  
**FROM:** Jonathan Whelan, Optony Inc.  
**DATE:** March 5, 2024  
**RE:** Quote for Solar Project Management and Commissioning Support

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Optony was invited to provide a quote for continued support of the Lake County solar project at **the Courthouse and District Attorney facilities**. The enclosed scope and budget details Optony's proposed approach to providing solar project management and commissioning support for the County.

## DETAILED SCOPE OF WORK

### Task 1 Project Design Review

- Subtask 1.1 Participation in remote bi-weekly pre-construction meetings to support project management tasks.
- Subtask 1.2 Expert, independent review of 50% and 100% engineering documents, components, and system designs to ensure that they meet technical and contractual requirements and industry best practices.
- Subtask 1.3 Evaluation of system safety and security measures to minimize risks from damage, theft, and third-party claims.

### Task 2 Project Construction Review

- Subtask 2.1 On-site inspection of system and all components, methods and designs using Optony's 35-point evaluation form (at 50% and 100% completion).
- Subtask 2.2 Review of engineering change orders and independent analysis of responses to minimize financial and schedule impacts.
- Subtask 2.3 Creation of project punch-list to verify completion of construction to site-specific requirements.

### Task 3 Project Commissioning Services

- Subtask 3.1 Site visit and oversight of vendor testing and analysis of system output according to expectations based on components and design parameters.
- Subtask 3.2 Monitoring system and process review to ensure proper performance management.
- Subtask 3.3 Provision of System Management Guide to direct County on system ownership roles, responsibilities, and opportunities.

Task 4 Post-Commissioning Services – 3 years

- Subtask 4.1
- Review of solar energy output (kWh) one month after in-service date to evaluate actual production.
- Subtask 4.2
- Follow-up with utility to verify that electric meter rate schedule is optimized to meet proposed financial benefits.
- Subtask 4.3
- For the first three years of system operation, monthly system performance review to determine if production guarantees are being met and to offer recommendations of County actions, if needed.

DELIVERABLES

1.
- Internal meeting minutes and identification of action items (Task 1)
2.
- 50% and 100% design comments (Task 1)
3.
- Site inspection reports and punch-list (Task 2)
4.
- System Management Guide (Task 3)
5.
- Monthly performance reports (Task 4)

**Exclusions:** Engineering investigations or inspections, travel in excess of site inspections noted in subtask 2.1 & 3.1, monitoring subscription payments

PROJECT BUDGET

The preceding tasks can be provided at a time and materials basis with Not-to-Exceed limits as follows:

TASKS	ESTIMATED HOURS BY TASK	BUDGET BY TASK	HOURLY RATES	
Task 1: Project Design Review	130	\$29,500	Principal ..... \$330  VP, On-Site Energy..... \$230  Senior Analyst..... \$190  Energy Analyst..... \$180  Admin..... \$100	
Task 2: Project Construction Review	80	\$18,500		
Task 3: Project Commissioning	35	\$7,500		
Reserve Hours: Construction Management Contingency	20	\$4,000		
Not to Exceed Sub-Total	265	\$59,500		
OPTIONAL TASKS				
Task 4: Post Commissioning & PV Monitoring Services (years 1-3)	100	\$20,000		
Grand Total Not to Exceed	365	\$79,500		