

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
EFFICIENCY SERVICES GROUP, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Efficiency Services Group, LLC, an Oregon Limited Liability Corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled Agreement for Services between the City of Santa Clara, California, and Efficiency Services Group, LLC. dated April 15, 2020 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor administer the Commercial Parking Lot & Exterior Lighting Program (the Program) to Silicon Valley Power's (SVP) small and mid-sized business customers with a goal of upgrading exterior HID wall fixtures and parking lot lights to new LED fixtures.
- C. Due to the success of the program, the Parties now wish to amend the Agreement to add additional compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one million dollars (\$1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation unless authorized through an executed amendment to this Agreement.

2. Exhibit A – Scope of Services is hereby deleted and replaced with Exhibit A - Scope of Services – Amended March 1, 2021.
3. Exhibit B – Schedule of Fees is hereby deleted and replaced with Exhibit B – Compensation and Fee Schedule – Amended March 1, 2021.
4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

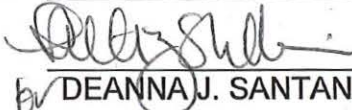
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 3/12/2021


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BRIAN DOYLE
City Attorney


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

EFFICIENCY SERVICES GROUP, LLC
a California corporation

Dated: 2/10/21

By (Signature): 

Name: Mark Gosvener

Title: Chief Operating Officer

Principal Place of Business Address: 5625 NE Elam Young Parkway, Suite 100
Hillsboro, Oregon, 97124

Email Address: markg@esgroupllc.com

Telephone: (503) 869-5131

Fax: _____

"CONTRACTOR"

**AGREEMENT FOR SERVICES
AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA,
AND EFFICIENCY SERVICES GROUP, LLC
EXHIBIT A - SCOPE OF SERVICES
AMENDED MARCH 1, 2021**

The Services to be performed for the City by the Contractor under this Agreement to administer the Commercial Parking Lot & Exterior Lighting Program (Program) to Silicon Valley Power's (SVP) small and mid-sized business customers as further defined in this Exhibit A.

1. Program Description

Efficiency Services Group (ESG) will administer the Commercial Parking Lot & Exterior Lighting Program (the Program) to Silicon Valley Power's (SVP) small and mid-sized business customers interested in retrofitting their exterior lighting with more efficient LED lighting with a goal of upgrading exterior HID wall fixtures and parking lot lights to new LED fixtures.

1.1. Program Overview

- 1.1.1. The Program is designed to have a focused, efficient approach to helping customers upgrade their exterior lighting.
- 1.1.2. Fixtures are provided to the customer at no cost, and the customer is responsible for the installation. Customers may install the fixtures themselves or hire an electrician to install the fixtures for them. ESG has found that most customers hire an electrician to install the fixtures.
- 1.1.3. ESG verifies the installations of all LED fixtures prior to invoicing SVP.
- 1.1.4. The Program has demonstrated that some customers will pay for the installation that would otherwise not participate in SVPs standard lighting program.

1.2. ESG believes that renewing this program will provide the opportunity for SVP to:

- 1.2.1. Continue to strengthen and build on the relationships established with customers through the Commercial Direct Install and Snapshot Auditing program
- 1.2.2. Afford significant energy and cost savings to targeted customers

- 1.2.3. Reduce customer maintenance costs and increase customer security
- 1.2.4. Contribute savings toward AB2021 targets
- 1.2.5. Reduce greenhouse gas emissions, which helps to contribute to the City of Santa Clara's Climate Action plan goals.
- 1.3. The success of the program requires the effective implementation of five strategies:
 - 1.3.1. Selection of measures to address the upgrade opportunities identified at customer sites
 - 1.3.2. Identifying eligible customers with the need for parking lot and exterior lighting upgrades
 - 1.3.3. Effectively presenting the program and securing customer participation
 - 1.3.4. Follow-up visits to all participating customers to verify measures were installed and are operating properly, and addressing any customer questions or concerns before considering a project complete
 - 1.3.5. Complete and accurate invoicing and reporting of all program activity to SVP
- 1.4. The Program is designed to perform well in all phases of the program.
- 2. Program Measures:
 - 2.1. The measures selected for inclusion in the Program are designed to take advantage of exterior lighting opportunities that ESG identified from the snapshot audits performed during a previous phase of the Program when ESG visited 2,500 customer sites.
 - 2.2. Mix of Measures: The Program measures are focused on LED parking lot fixtures and LED upgrades to existing fixtures. The program will include the following measures:
 - 2.2.1. LED Screw-In Based "Corncob" Retrofit
 - 2.2.2. LED Parking Garage Fixtures
 - 2.2.3. LED Canopy Fixtures
 - 2.2.4. LED Shoebox Area Lighting
 - 2.2.5. LED Cobra Head Area Lighting
 - 2.2.6. LED Wall Pack

2.3. Measure Descriptions

- 2.3.1. LED Screw-In Based "Corncob" Retrofits: Screw directly into existing screw-in based HID fixtures. Requires rewiring the fixture to bypass the existing ballast.
- 2.3.2. LED Parking Garage Lighting: Replaces existing HID fixtures most commonly found throughout parking garages.
- 2.3.3. LED Canopy Lighting: Replaces existing HID fixtures most commonly found in gas station island canopies.
- 2.3.4. LED Pole/Wall Lighting: LED Shoebox and Cobra head fixtures replace existing HID fixtures most commonly found throughout commercial parking lots, roadways, auto-dealerships, and building perimeters.
- 2.3.5. LED Wall packs: LED wall pack fixtures replace pre-existing HID wall packs.

3. Subscribing the Program

3.1. Snapshot Audits

- 3.1.1. In FY15 and FY16, ESG performed snapshot audits on over 2,500 of SVP's commercial customers.
- 3.1.2. During these visits, ESG identified approximately 438 small to mid-sized commercial customers with parking lot lighting.
- 3.1.3. In addition to these sites, SVPs mid-size commercial customers are also eligible for the program.

3.2. Site Visits

- 3.2.1. EEG representatives hereinafter referred to as Energy Efficiency Advisors (EEA) will visit customer sites, explain the program and encourage the customer to participate. For the customers ESG has served in the previous phases of the program, ESG expects that a majority of these customers will allow the EEA in and will listen to the program presentation because these doors are now "warm" and the customers are familiar with ESG.
- 3.2.2. During initial customer site visits, the EEA will:
 - 3.2.2.1. Ask to talk with the decision maker
 - 3.2.2.2. Explain the Program offer to the customer

3.2.2.3. Ask the customer to agree to install/upgrade their exterior lighting with LEDs

3.2.2.4. If customer agrees, verify the quantity and type of fixtures or upgrade kits needed for the exterior lights

3.3. Delivery and Follow Up

3.3.1. If customer agrees to install lighting fixtures, ESG will schedule a follow up visit with the customer to deliver the LED lighting equipment. ESG has learned through experience that it can take several contacts with a customer and can be a time intensive task to get the customer ready to take delivery of LED lighting equipment for installation. EEAs have demonstrated the persistence needed to accomplish this task.

3.3.2. When the EEA delivers the LED lighting equipment to the customer, the EEA will schedule another appointment with the customer to return and verify the installation of the fixtures. This also serves to provide the customer with an installation deadline.

3.3.3. A final verification inspection will be performed on all projects completed. During the final visit, the EEA will assure that any customer questions or concerns are addressed and resolved before closing the project and invoicing SVP. ESG understands the importance of emphasizing with the customer that the program is initiated by SVP and using the program experience to help SVP build/strengthen their relationships with their customers.

4. Reporting and Invoicing

4.1. ESG thoroughly understands the CEC reporting requirements for utility energy efficiency programs. Because of this, ESG is able to generate complete and accurate activity report and invoice formats that make it easy for SVP to track budgets, program expenses, and report program results to the State.

4.2. ESG will prepare monthly activity reports and invoices as required by SVP.

5. Turnkey Administration: ESG will provide complete turnkey program administration, including:

5.1. Program development (product selection, marketing materials, customer outreach)

5.2. Customer service/support

5.3. Delivery of LED exterior lighting equipment

- 5.4. Warranty information
- 5.5. Reporting/invoicing
- 5.6. CEC compliance support
- 6. Program Targets: This program is available to small and mid-size commercial customers that receive electric service from SVP. Based on the proposed budget, the program will save an estimated 1,422,323 kWh annually.
- 7. Incentive Structure: All LED fixtures/lamps will be provided at no cost to the SVP customer. The customer will be responsible for their installation (either using customer's maintenance staff or hiring an electrician).
- 8. Program Budget:
 - 8.1. ESG's fees for this program are further outlined in Exhibit B – Fee Schedule and Payment Provisions and include:
 - 8.1.1. Fee for marketing and presenting the program offer to each customer
 - 8.1.2. Program subscription/administration fee for projects completed in the program
 - 8.1.3. Cost per fixture/lamp installed
 - 8.2. Program fees cover all costs, including program development activities, marketing/outreach, labor, materials (including mounting hardware and photocells), State sales tax, travel expenses, and administration/overhead.
- 9. Program Strategy/Avoiding Lost Opportunities

The Program benefits from having a list of customer sites already verified as having parking lot lighting equipment. SVP has already invested in developing relationships with these customers through the Commercial Direct Install and Snapshot Audit Program and the previous Exterior Lighting Direct Install and Snapshot Audit program. By including this specific program offering to those customers identified with parking lot lighting, SVP is taking advantage of this previously discovered opportunity instead of allowing it to go unaddressed.
- 10. Program Objectives
 - 10.1. Objective #1: Present the program to enough customers to identify approximately 148 customers willing to participate in the program.
 - 10.2. Objective #2: Secure enough customers to meet a target of approximately 1,770 parking lot and exterior light fixtures or upgrade kits.

11. Program Metrics

11.1. The proposed metrics for this program include, but are not limited to, the following:

11.1.1. Number of business subscribed

11.1.2. Number of measures installed

11.1.3. Percentage of program budget utilized

11.1.4. Customer satisfaction

11.2. ESG will track all program metrics on a monthly and program-to-date basis.

11.2.1. Metrics will be generated by site audit data detailing measure upgrade opportunities, verified measures installed, and customer satisfaction as determined during final verification inspections.

11.2.2. Activity reports will include a budget tracker to show how much of the program budget has been utilized and the amount of remaining program budget.

12. Program Development: Program development tasks have been completed in earlier phases of the program. ESG and SVP will work together to assure that ESG has the most current eligible customer lists.

13. Program Delivery

13.1. Task: Customer Service/Support

13.1.1. ESG will maintain a phone number for customers to call with questions about the Program or if the customer needs to talk with a Program field representative. This number will connect customers directly to Program staff that can answer questions about the Program and, if applicable, put them in a queue for an on-site visit by Program subscription staff.

13.1.2. ESG will also maintain a toll-free number for customers to call if they need to speak to a Program representative immediately and the local field rep is not available to answer a call. This assures that SVP customers will always be able to get in touch with Program staff.

13.2. Task: Program Presentation and Subscription: The EEA will visit customer sites to present the program and sign them up to participate. The following are the objectives for the site visit.

13.2.1. Identify the decision maker and present the program to them

- 13.2.2. Evaluate the existing parking light lighting and determine quantity and type of LED upgrade equipment is appropriate
- 13.2.3. Offer the LED equipment to the customer and ask the customer to commit to the installation
- 13.2.4. If customer agrees to participate, EEA will have the customer sign participation documents
- 13.2.5. Set appointment with customer to deliver LED parking lot lighting equipment
- 13.2.6. Enter all activity from the site visit into the application and upload to database
- 13.3. Task: Order LED Lighting Equipment: ESG will place orders for equipment needed to complete projects.
- 13.4. Task: Exterior Lighting Equipment Delivery: EEA will deliver the LED parking lot lighting equipment to the customer and schedule an appointment for the final verification site visit.
- 13.5. Task: Final Verification Site Visits: EEA will visit the customer site a final time and verify that the LED lighting has been installed. EEA will also make sure any customer questions or concerns are addressed before they finalize the project and invoice SVP.
- 13.6. Task: Warranty Information: LED exterior lighting products delivered under the program will carry the standard manufacturer warranty (typically 2-3 years).
- 13.7. Task: Reporting/Invoicing: Detailed activity reports will be provided to SVP on a monthly basis, along with the monthly invoice for work completed. Reports will include all customers served, and detailed information regarding measures installed at each customer site.
- 13.8. Task: CEC Compliance Support: ESG will maintain the documentation necessary to support SVP's reporting requirements (SB 1037, EM&V) for no less than five years.

14. Customer Interface

- 14.1. ESG will continue to employ the same successful recruitment strategy utilized in delivering the current Program.
- 14.2. ESG understands that effective recruitment of program participants begins with the coordination of effort between ESG and SVP.

- 14.2.1. For example, a utility-endorsed letter is presented to customers on the targeted list that lends creditability to the program and introduces ESG as an approved SVP partner.
 - 14.2.2. Following this initial utility contact, EEAs will continue to visit sites on the target customer list. In most cases this will not be the first time an EEA has been onsite talking with the customer, so this program does not typically require any "cold-calling".
 - 14.2.3. If the EEA is unable to speak to the decision maker during an initial site visit, leave-behind materials will be provided and will include information for the customer to schedule a future visit. The EEA will follow-up with the customer at a later time.
- 14.3. It often takes several conversations with a customer before the customer agrees to install the LED lighting equipment. The EEAs will be reasonably persistent in pursuing the customer until they have an answer regarding the customer's willingness to participate in the program.

15. Strategic Partners

- 15.1. ESG will serve as the program administrator for the Program. ESG has one partner used in the implementation of the program RD Energy Solutions, 7333 SE Ellis St. , Portland, OR 97206
- 15.2. ESG has had a relationship with this RD Energy Solutions (RD) for over seven years and has successfully delivered utility programs with RD; including the current Program for SVP. ESG and RD have partnered to implement EE programs to over 32 utilities in California and the Northwest.
- 15.3. RD Key Personnel include:
 - 15.3.1. Zack Lewetag, Vice President of Operations - Coordination of all field activity and oversight of EEAs
 - 15.3.2. Mark Brost, Energy Efficiency Manager - Manages EEAs, product delivery, customer interaction and contractor liaison.
- 15.4. RD Energy Solutions is the partner that performs the customer interface and field functions for the Program. RD will perform the following tasks:
 - 15.4.1. Initial customer outreach and program subscription activities
 - 15.4.2. Ordering and delivery of LED exterior lighting equipment needed to complete installations
 - 15.4.3. Entering program activity for each business served into the iPad application

15.4.4. Follow-up verification inspections

16. ESG Key Program Personnel

- 16.1. Mark Gosvener, COO - Contract related issues and general oversight of the program, main point of contact for SVP.
- 16.2. Miranda Boutelle, Program Manager - Program administration, reporting, invoicing.
- 16.3. Dave Barnhart, Manager of Direct Install Services - General oversight of all field activity and coordination with RD Energy Solutions.

17. ESG Program Administration Responsibilities:

- 17.1. Communication with SVP; ESG will serve as SVP's point of contact for anything related to the Commercial Program
- 17.2. Coordinating all program development tasks with our program partner
- 17.3. Activity reporting and invoicing
- 17.4. Budget tracking
- 17.5. Customer follow-up visits and measure verification

18. Quality Assurance and Measure Verification Activities

- 18.1. The EEAs will be involved in all aspects of the program; from the initial visit to the final verification inspection. This will provide consistent project management of each customer site throughout the program.
- 18.2. Final inspections will be performed on all projects to assure that the product is installed and operational, and that all customer needs have been met and customers are happy with the program experience.

19. Customer Complaint Resolution

- 19.1. Customer complaints are dealt with on a case-by-case basis depending on the specific needs of the customer. Customers may call ESG directly on our toll-free line, or they can contact the EEA that works for RD Energy Solutions. Phone numbers will be listed in program marketing materials, and the EEA will leave their contact information with the customers.
- 19.2. Customer complaints are considered urgent and receive an immediate call-back from a Program representative. Every effort is made to resolve the customer complaints completely and promptly.

- 19.3. During the final inspection, the customer will be asked if they have any questions or concerns. Any concerns or complaints are forwarded via email to the appropriate Program representative responsible for its resolution, and the responsible person is required to send an email reply that the complaint has been resolved and the customer is completely satisfied.

20. Marketing Activities

- 20.1. ESG's experience has shown that customer response to the program is significantly improved by endorsement from their utility. This endorsement is provided using a letter that the EEA shares with the customer at the first site visit. Alternately, at SVP's sole discretion, this can be accomplished by SVP mailing a letter to the targeted list of customers prior to EEAs beginning their site visits.
 - 20.2. ESG will work with SVP to develop/assemble any program or marketing collateral SVP would like presented to the customers during the EEAs visit. All materials will be approved by SVP in advance.
 - 20.3. The remainder of the marketing/sales activities will be relational, face-to-face discussions between the customers and the EEA. It may take several conversations and/or site visits by the EEA to subscribe and complete projects under this program.
21. Measurement and Estimate of Savings are listed in Table A-1. KWh savings values for all exterior fixtures are based on calculations based on pre/post wattages, and assume fixtures are on all night. kWh saving assumption calculations are available upon request. Total kWh savings may change based on types of customers served by the Program and specific lighting fixtures and materials needed.

**AGREEMENT FOR SERVICES
AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA,
AND EFFICIENCY SERVICES GROUP, LLC
TABLE A-1 ESTIMATE OF COSTS AND kWh SAVINGS**

Description	Unit Type	Estimated Units	kWh Per Unit	Total kWh
Site Visit & Program Presentation	Audit	1,524.000		
Completed Project Administration	Project	152.400		
Wall Pack 70W MH Replacement	Fixture	48.768	292	14,240
Wall Pack 100W MH Replacement	Fixture	1.524	439	669
Wall Pack 150W MH Replacement	Fixture	1.524	648	988
Wall Pack 175W MH Replacement	Fixture	62.484	702	43,864
Wall Pack 250W MH Replacement	Fixture	76.200	994	75,743
Wall Pack 400W MH Replacement	Fixture	30.480	1,464	44,623
Wall Pack 70W MH Replacement w/Photocell	Fixture	53.340	292	15,575
Wall Pack 100W MH Replacement w/Photocell	Fixture	1.524	439	669
Wall Pack 150W MH Replacement w/Photocell	Fixture	307.848	648	199,486
Wall Pack 175W MH Replacement w/Photocell	Fixture	94.488	702	66,331
Wall Pack 250W MH Replacement w/Photocell	Fixture	76.200	994	75,743
Wall Pack 400W MH Replacement w/Photocell	Fixture	45.720	1,464	66,934
HID - Screw-in Base 70W Replacement	Retrofit	30.000	493	14,790
HID - Screw-in Base 100W Replacement	Retrofit	30.000	493	14,790
HID - Screw-in Base 125W Replacement	Retrofit	61.920	493	30,527
HID - Screw-in Base 150W Replacement	Retrofit	90.600	493	44,666
HID - Screw-in Base 175W Replacement	Retrofit	4.572	656	2,999
HID - Screw-in Base 250W Replacement	Retrofit	7.620	882	6,721
HID - Screw-in Base 600W Replacement	Retrofit	3.048	2,132	6,498
HID - Screw-in Base 700W Replacement	Retrofit	3.048	2,583	7,873
HID -Retrofit Kit w/Driver 400W Replacement	Retrofit Kit	1.524	1,468	2,237
HID - Retrofit Kit w/Driver 600W Replacement	Retrofit Kit	1.524	2,132	3,249
HID - Retrofit Kit w/Driver 700W Replacement	Retrofit Kit	1.524	2,583	3,936
HID - Retrofit Kit w/Driver 900W Replacement	Retrofit Kit	1.524	3,075	4,686
HID - Retrofit Kit w/Driver 1000W Replacement	Retrofit Kit	15.240	3,198	48,738
Canopy Parking Garage 70W HID	Fixture	1.524	287	437

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TABLE A-1 ESTIMATE OF COSTS AND kWh SAVINGS**

Description	Unit Type	Estimated Units	kWh Per Unit	Total kWh
Canopy Parking Garage 125W HID	Fixture	15.240	513	7,811
Canopy Parking Garage 150W HID	Fixture	0.762	656	500
Canopy Parking Garage 175-250W HID	Fixture	0.762	615	469
Canopy Parking Garage 250W HID	Fixture	38.100	1,046	39,834
Canopy Gas Stations 250W HID	Fixture	22.860	882	20,151
Canopy Gas Stations 400W HID	Fixture	3.048	1,439	4,386
Canopy Gast Stations - Slim - 70W HID	Fixture	1.100	1,440	1,584
Canopy Gast Stations - Slim - 125W HID	Fixture	1.500	513	769
Canopy Gast Stations - Slim - 175W HID	Fixture	39.624	697	27,618
Canopy Gast Stations - Slim - 250W HID	Fixture	1.524	882	1,343
Canopy Gast Stations - Slim - 320W HID	Fixture	1.524	1,128	1,718
Canopy Gast Stations - Slim - 400W HID	Fixture	3.048	1,386	4,224
Area Light (Pole/Wall) 175W HID Medium Shoebox	Fixture	76.200	533	40,615
Area Light (Pole/Wall) 250W HID Medium Shoebox	Fixture	121.920	791	96,475
Area Light (Pole/Wall) 320W HID Medium Shoebox	Fixture	15.240	1,091	16,621
Area Light (Pole/Wall) 400W HID Medium Shoebox	Fixture	30.480	1,300	39,615
Area Light (Pole/Wall) 400W HID Large Shoebox	Fixture	45.720	1,300	59,422
Area Light (Pole/Wall) 500W HID Large Shoebox	Fixture	1.524	1,222	1,862
Area Light (Pole/Wall) 600W HID Large Shoebox	Fixture	1.524	1,632	2,487
Area Light (Pole/Wall) 750W HID Large Shoebox	Fixture	1.524	2,214	3,374
Area Light (Pole/Wall) 175W HID Medium Cobra	Fixture	60.960	533	32,492
Area Light (Pole/Wall) 250W HID Medium Cobra	Fixture	152.400	783	119,344
Area Light (Pole/Wall) 400W HID Medium Cobra	Fixture	76.200	1,275	97,163
Area Light (Pole/Wall) 500W HID Large Cobra	Fixture	1.524	1,451	2,212
Area Light (Pole/Wall) 750W HID Large Cobra	Fixture	1.524	2,116	3,224
TOTAL		1,769.600		1,422,323

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**EXHIBIT B – PAYMENT PROVISIONS AND FEE SCHEDULE
AMENDED MARCH 1, 2021**

1. Services shall be provided according to the rates and costs outlined in Table B-1 – Unit Prices attached and incorporated into this Agreement.
2. Payment Provisions:
 - 2.1. ESG will submit invoices to SVP monthly, accompanied by detailed reports showing each site visited and work performed at each customer/business site.
 - 2.2. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.
 - 2.3. If an invoice error is identified by SVP, a corrected invoice will be submitted by ESG within five business days of receiving notification from SVP.
3. Budget
 - 3.1. A pro forma budget is attached as Table B-2 – Pro Forma Budget. Line amounts may change based on types of customers served by the Program and specific lighting fixtures and materials needed.
 - 3.2. Because all program costs are covered in the program fees, the budget can be scaled up or down with little expected change to program financial performance.
 - 3.3. The pro-forma budget of \$1,000,000 is anticipated to serve up to 144 commercial customers.
4. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed one million dollars (\$1,000,000).

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TABLE B-1 UNIT PRICES**

Description	Unit Type	Utility Cost/Price Per Unit
Site Visit & Program Presentation	Audit	\$100
Completed Project Administration	Project	\$375
Wall Pack 70W MH Replacement	Fixture	\$285
Wall Pack 100W MH Replacement	Fixture	\$285
Wall Pack 150W MH Replacement	Fixture	\$285
Wall Pack 175W MH Replacement	Fixture	\$320
Wall Pack 250W MH Replacement	Fixture	\$383
Wall Pack 400W MH Replacement	Fixture	\$519
Wall Pack 70W MH Replacement w/Photocell	Fixture	\$293
Wall Pack 100W MH Replacement w/Photocell	Fixture	\$293
Wall Pack 150W MH Replacement w/Photocell	Fixture	\$316
Wall Pack 175W MH Replacement w/Photocell	Fixture	\$350
Wall Pack 250W MH Replacement w/Photocell	Fixture	\$383
Wall Pack 400W MH Replacement w/Photocell	Fixture	\$560
HID - Screw-in Base 70W Replacement	Retrofit	\$147
HID - Screw-in Base 100W Replacement	Retrofit	\$147
HID - Screw-in Base 125W Replacement	Retrofit	\$147
HID - Screw-in Base 150W Replacement	Retrofit	\$147
HID - Screw-in Base 175W Replacement	Retrofit	\$190
HID - Screw-in Base 250W Replacement	Retrofit	\$230
HID - Screw-in Base 600W Replacement	Retrofit	\$418
HID - Screw-in Base 700W Replacement	Retrofit	\$397
HID -Retrofit Kit w/Driver 400W Replacement	Retrofit Kit	\$413
HID - Retrofit Kit w/Driver 600W Replacement	Retrofit Kit	\$445
HID - Retrofit Kit w/Driver 700W Replacement	Retrofit Kit	\$572
HID - Retrofit Kit w/Driver 900W Replacement	Retrofit Kit	\$742
HID - Retrofit Kit w/Driver 1000W Replacement	Retrofit Kit	\$990
Canopy Parking Garage 70W HID	Fixture	\$240
Canopy Parking Garage 125W HID	Fixture	\$250
Canopy Parking Garage 150W HID	Fixture	\$280
Canopy Parking Garage 175-250W HID	Fixture	\$304

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AND EFFICIENCY SERVICES GROUP, LLC
TABLE B-1 UNIT PRICES**

Description	Unit Type	Utility Cost/Price Per Unit
Canopy Parking Garage 250W HID	Fixture	\$266
Canopy Gas Stations 250W HID	Fixture	\$279
Canopy Gas Stations 400W HID	Fixture	\$638
Canopy Gast Stations - Slim - 70W HID	Fixture	\$350
Canopy Gast Stations - Slim - 125W HID	Fixture	\$395
Canopy Gast Stations - Slim - 175W HID	Fixture	\$396
Canopy Gast Stations - Slim - 250W HID	Fixture	\$327
Canopy Gast Stations - Slim - 320W HID	Fixture	\$599
Canopy Gast Stations - Slim - 400W HID	Fixture	\$637
Shoebox	Fixture	\$665
Shoebox	Fixture	\$676
Area Light (Pole/Wall) 320W HID Medium Shoebox	Fixture	\$717
Area Light (Pole/Wall) 400W HID Medium Shoebox	Fixture	\$759
Area Light (Pole/Wall) 400W HID Large Shoebox	Fixture	\$759
Area Light (Pole/Wall) 500W HID Large Shoebox	Fixture	\$985
Area Light (Pole/Wall) 600W HID Large Shoebox	Fixture	\$985
Area Light (Pole/Wall) 750W HID Large Shoebox	Fixture	\$985
Area Light (Pole/Wall) 175W HID Medium Cobra	Fixture	\$654
Area Light (Pole/Wall) 250W HID Medium Cobra	Fixture	\$687
Area Light (Pole/Wall) 400W HID Medium Cobra	Fixture	\$757
Area Light (Pole/Wall) 500W HID Large Cobra	Fixture	\$985
Area Light (Pole/Wall) 750W HID Large Cobra	Fixture	\$985

**AGREEMENT FOR SERVICES
AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA,
AND EFFICIENCY SERVICES GROUP, LLC
TABLE B-2 PRO FORMA BUDGET**

Description	Unit Type	Utility Cost/Price Per Unit	Estimated Units	Estimated Utility Cost	kWh Per Unit	Total kWh
Site Visit & Program Presentation	Audit	\$100	1,524.000	\$152,400		
Completed Project Administration	Project	\$375	152.400	\$57,150		
Wall Pack 70W MH Replacement	Fixture	\$285	48.768	\$13,899	292	14,240
Wall Pack 100W MH Replacement	Fixture	\$285	1.524	\$434	439	669
Wall Pack 150W MH Replacement	Fixture	\$285	1.524	\$434	648	988
Wall Pack 175W MH Replacement	Fixture	\$320	62.484	\$19,995	702	43,864
Wall Pack 250W MH Replacement	Fixture	\$383	76.200	\$29,185	994	75,743
Wall Pack 400W MH Replacement	Fixture	\$519	30.480	\$15,819	1,464	44,623
Wall Pack 70W MH Replacement w/Photocell	Fixture	\$293	53.340	\$15,629	292	15,575
Wall Pack 100W MH Replacement w/Photocell	Fixture	\$293	1.524	\$447	439	669
Wall Pack 150W MH Replacement w/Photocell	Fixture	\$316	307.848	\$97,280	648	199,486
Wall Pack 175W MH Replacement w/Photocell	Fixture	\$350	94.488	\$33,071	702	66,331
Wall Pack 250W MH Replacement w/Photocell	Fixture	\$383	76.200	\$29,185	994	75,743
Wall Pack 400W MH Replacement w/Photocell	Fixture	\$560	45.720	\$25,603	1,464	66,934
HID - Screw-in Base 70W Replacement	Retrofit	\$147	30.000	\$4,410	493	14,790
HID - Screw-in Base 100W Replacement	Retrofit	\$147	30.000	\$4,410	493	14,790
HID - Screw-in Base 125W Replacement	Retrofit	\$147	61.920	\$9,102	493	30,527
HID - Screw-in Base 150W Replacement	Retrofit	\$147	90.600	\$13,318	493	44,666
HID - Screw-in Base 175W Replacement	Retrofit	\$190	4.572	\$869	656	2,999
HID - Screw-in Base 250W Replacement	Retrofit	\$230	7.620	\$1,753	882	6,721
HID - Screw-in Base 600W Replacement	Retrofit	\$418	3.048	\$1,274	2,132	6,498
HID - Screw-in Base 700W Replacement	Retrofit	\$397	3.048	\$1,210	2,583	7,873
HID -Retrofit Kit w/Driver 400W Replacement	Retrofit Kit	\$413	1.524	\$629	1,468	2,237

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BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA,
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TABLE B-2 PRO FORMA BUDGET**

Description	Unit Type	Utility Cost/Price Per Unit	Estimated Units	Estimated Utility Cost	kWh Per Unit	Total kWh
HID - Retrofit Kit w/Driver 600W Replacement	Retrofit Kit	\$445	1.524	\$678	2,132	3,249
HID - Retrofit Kit w/Driver 700W Replacement	Retrofit Kit	\$572	1.524	\$872	2,583	3,936
HID - Retrofit Kit w/Driver 900W Replacement	Retrofit Kit	\$742	1.524	\$1,131	3,075	4,686
HID - Retrofit Kit w/Driver 1000W Replacement	Retrofit Kit	\$990	15.240	\$15,088	3,198	48,738
Canopy Parking Garage 70W HID	Fixture	\$240	1.524	\$366	287	437
Canopy Parking Garage 125W HID	Fixture	\$250	15.240	\$3,810	513	7,811
Canopy Parking Garage 150W HID	Fixture	\$280	0.762	\$213	656	500
Canopy Parking Garage 175-250W HID	Fixture	\$304	0.762	\$232	615	469
Canopy Parking Garage 250W HID	Fixture	\$266	38.100	\$10,135	1,046	39,834
Canopy Gas Stations 250W HID	Fixture	\$279	22.860	\$6,367	882	20,151
Canopy Gas Stations 400W HID	Fixture	\$638	3.048	\$1,945	1,439	4,386
Canopy Gas Stations - Slim - 70W HID	Fixture	\$350	1.100	\$385	1,440	1,584
Canopy Gas Stations - Slim - 125W HID	Fixture	\$395	1.500	\$593	513	769
Canopy Gas Stations - Slim - 175W HID	Fixture	\$396	39.624	\$15,691	697	27,618
Canopy Gas Stations - Slim - 250W HID	Fixture	\$327	1.524	\$498	882	1,343
Canopy Gas Stations - Slim - 320W HID	Fixture	\$599	1.524	\$913	1,128	1,718
Canopy Gas Stations - Slim - 400W HID	Fixture	\$637	3.048	\$1,942	1,386	4,224
Area Light (Pole/Wall) 175W HID Medium Shoebox	Fixture	\$665	76.200	\$50,673	533	40,615
Area Light (Pole/Wall) 250W HID Medium Shoebox	Fixture	\$676	121.920	\$82,418	791	96,475
Area Light (Pole/Wall) 320W HID Medium Shoebox	Fixture	\$717	15.240	\$10,927	1,091	16,621
Area Light (Pole/Wall) 400W HID Medium Shoebox	Fixture	\$759	30.480	\$23,134	1,300	39,615
Area Light (Pole/Wall) 400W HID Large Shoebox	Fixture	\$759	45.720	\$34,701	1,300	59,422

**AGREEMENT FOR SERVICES
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BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA,
AND EFFICIENCY SERVICES GROUP, LLC
TABLE B-2 PRO FORMA BUDGET**

Description	Unit Type	Utility Cost/Price Per Unit	Estimated Units	Estimated Utility Cost	kWh Per Unit	Total kWh
Area Light (Pole/Wall) 500W HID Large Shoebox	Fixture	\$985	1.524	\$1,501	1,222	1,862
Area Light (Pole/Wall) 600W HID Large Shoebox	Fixture	\$985	1.524	\$1,501	1,632	2,487
Area Light (Pole/Wall) 750W HID Large Shoebox	Fixture	\$985	1.524	\$1,501	2,214	3,374
Area Light (Pole/Wall) 175W HID Medium Cobra	Fixture	\$654	60.960	\$39,868	533	32,492
Area Light (Pole/Wall) 250W HID Medium Cobra	Fixture	\$687	152.400	\$104,699	783	119,344
Area Light (Pole/Wall) 400W HID Medium Cobra	Fixture	\$757	76.200	\$57,683	1,275	97,163
Area Light (Pole/Wall) 500W HID Large Cobra	Fixture	\$985	1.524	\$1,501	1,451	2,212
Area Light (Pole/Wall) 750W HID Large Cobra	Fixture	\$985	1.524	\$1,501	2,116	3,224
TOTAL			1,769.600	\$999,971		1,422,323