AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement ("Amendment") is made as of August 27, 2015 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and GSE Solutions, LLC ("Consultant").

RECITALS

- A. SBCCOG and Consultant entered into a Professional Services Agreement as of December 8, 2014 (the "Agreement") wherein SBCCOG engaged the services of Consultant as an independent contractor to provide specified professional services to SBCCOG as set forth in Exhibit A of the Agreement to assist the SBCCOG's member agencies to promote energy efficiency.
- B. The parties desire to amend Consultant's Scope of Work to include Technical Assistance for the Green Building Challenge Program.
- C. The parties desire to increase the current \$165,000 budget of the Agreement by \$10,000 as compensation for the additional scope of work.

NOW, THEREFORE, in consideration of the foregoing, the parties agree to amend the Agreement as follows:

3. Compensation. SBCCOG shall pay for services not to exceed \$175,000 based on the budget as described in Exhibit A.

Task 7- Technical Assistance for Green Building Challenge Program

The following tasks will be performed on as needed basis upon authorization by SBCCOG staff. All tasks performed must include documentation in the form of reports and spreadsheets. Assessments and audits will be conducted in accordance with ASHRAE level audit and data collection standards.

- a. Provide onsite software support provide onsite assistance to participants experiencing issues with data entry into the GreenPSF platform, or syncing with Energy Star Portfolio Manager.
- b. Benchmark building energy usage assist participants with benchmarking, which may include conducting onsite property owner and tenant assessments, collecting utility billing data and interpreting benchmark results.
- c. Perform energy audits conduct an ASHRAE Level I energy analysis that will identify and provide a savings and cost analysis of low-cost/no-cost measures. This analysis will provide a listing of potential capital improvements that merit further consideration, and an initial judgment of potential costs and savings. The identified energy cost savings measures will be prioritized based on simple payback.
- d. Provide savings calculation and incentive application assistance develop detailed calculations and collect information needed to prepare a utility incentive application on behalf of select program participants. Work with utility program managers and account executives

to produce defensible calculations and supporting documentation so that customer receives its incentive check in a timely manner.

Exhibit A Budget and Schedule

"The not-to-exceed budget for Tasks 1-7 is \$175,000 from January 1, 2015 to December 31, 2015. The specific budgets for SCE and SCG are \$155,000 and \$20,000, respectively.

Except as modified above, all other provision of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

'SBCCOG" South Bay Cities Council of Governments	"Consultant" GSE Solutions, LLC
By: Jim Gazeley	By: Greg Stevens
Title: Chair	Title:Principal Engineer_
Date:	Date:
Attest: SBCCOG Secretary – Marcy Hiratzka	