

County of San Mateo ~ Contract Amendment

Contract Number:
84700-18-D010

Amendment Number:
One (1)

Agreement between the County of San Mateo and Sage Renewable Energy Consulting, Inc.

THE AGREEMENT IS CHANGED AS FOLLOWS

Agreement Amount

Original Amount:	Current Amount:	Addition or Reduction:	New Total Amount:
\$50,000	\$50,000	\$6,692	\$56,692

Agreement Term:

Original Start Date:	Original End Date:	New Start Date:	New End Date:
10/9/2017	10/8/2018	Click here to enter a date.	12/31/2020

Paragraph: 3 is hereby added amended as follows:

Paragraph 3: Payments In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIFTY-SIX THOUSAND SIX HUNDRED NINETY-TWO DOLLARS (\$56,692). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

Paragraph: 4 is hereby added amended as follows:

Paragraph 4: Term. Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 9, 2017 through December 31, 2020

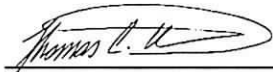
Other changes:

Original Exhibit A is replaced with Revised Exhibit A, (rev. 12/5/2018).

Original Exhibit B is replaced with Revised Exhibit B, (rev. 12/5/2018).

This change is effective as of: 10/8/2018

ALL OTHER PRICES, TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED



Contractor Signature

1/14/19

Date

Thomas Williard
Sage Renewable Energy Consulting, Inc.
Contractor Name (please print)



Purchasing Agent Signature
(Department Head or Authorized
Designee)
County of San Mateo

15 Jan 19

Date

Karen Rodgers
Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
County of San Mateo

Acting Assistant Director
Purchasing Agent or Authorized Designee Title
(please print)

Exhibit A (Rev. 12/5/2018)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

CONTRACTOR will perform the following tasks in concert with Sage's subcontractor, kW Engineering, Inc.

Tasks

Task 1 Review and Provide Input for Draft of COUNTY Green Building/ZNE Policies

CONTRACTOR will review the current Green Building policy draft for CLIENT facilities, suggest changes and conduct high-level modeling to provide potential cost impact guidance from policy proposals on up to three active CLIENT building projects.

- 1.1 Establish definition of Zero Net Energy (ZNE) to be used by CLIENT.
- 1.2 Review current and proposed policy language.
- 1.3 Provide input to CLIENT concerning renewable energy generation and energy efficiency financing mechanisms.
- 1.4 High-level modeling on up to three active CLIENT building sites due to proposed Green Building policy to establish general impact of new requirements for Staff Report.
- 1.5 Review and provide input to proposed Green Building policy language as needed.
- 1.6 Site Visits: Two, one for face-to-face team meeting and one for Board of Supervisor's meeting.

Task 2 COB3/SMMC/CMHF Solar PV System Design and EV Infrastructure Options and Modeling

- 2.1 Meet with CLIENT staff and design team to discuss project goals and refine solar PV and EV support options.
- 2.2 Collect estimated energy consumption data for future site usage/energy efficiency measures to estimate future energy consumption.
- 2.3 Determine high-level EV charging station rollout plans for COB3.
- 2.4 Review existing site plans for support of solar PV and EV charging (COB3 only) for potential compliance with CLIENT Green Building Policy guidelines using NEM and NEMA interconnection options.
- 2.5 Create conceptual system designs for each scenario and generate system energy production profiles utilizing Helioscope design software.
- 2.6 Review and finalize PV array size and PV/BESS locations with CLIENT and Design Teams.
- 2.7 Review and finalize EV infrastructure requirements and locations with CLIENT and Design Teams for COB3.
- 2.8 Develop Technical Memo draft report and review with CLIENT.
- 2.9 Produce final Technical Memo report with recommendations, schedule, and outline of project development steps.

Site Visits: Not more than two, for meetings with client and design teams.

Task 3 COB3/SMMC/CMHF Solar PV and EV Infrastructure Project Costs, Financing Options and Financial Performance

- 3.1 Conduct tariff modeling based on solar PV system design options, estimated energy consumption, production and available tariffs to establish the avoided value of electricity produced by solar.
- 3.2 Perform financial modeling of overall project with cash and PPA financing.
- 3.3 Develop Technical Memo draft report and review with CLIENT.
- 3.4 Produce final Technical Memo report with recommendations, schedule, and outline of project development steps.

Site Visits: None.

Schedule and Deliverables

<u>Schedule</u>				
Task	From	To	Deliverables	
Task 1	Draft Green Building Policies	October 9, 2017	December 15, 2017	<ul style="list-style-type: none"> - Modeling results for Staff Report - Draft policy input/comments
Task 2	COB3/SMMC/CMHF Solar PV System Design Options and Modeling	October 2018	June 2019	<ul style="list-style-type: none"> - Feasibility Study Report
Task 3	COB3/SMMC/CMHF Solar PV Project Costs, Financing Options and Financial Performance	November 2018	November 2019	<ul style="list-style-type: none"> - RFP Documents and Proposal Review - Distribution & Addenda

Project Requirements and Assumptions

- 1. Travel to the proposed project site and/or the COUNTY offices as stated in Tasks. Project travel assumes two CONTRACTOR representatives per site visit.
- 2. Site and portfolio-wide data will be made available as-needed. CONTRACTOR will review available existing data and provide preliminary review of project constraints. CONTRACTOR work will not include new or invasive site investigations (e.g. geotechnical studies, structural investigation, shutdown/inspection of electrical services, etc.).
- 3. COUNTY will provide estimates of changes in facility usage and new construction at proposed sites.
- 4. COUNTY will provide draft policy outline that will be reviewed and modified by CONTRACTOR.
- 5. CEQA documentation and process management to be provided by others. SAGE to provide input with project process/details needed to prepare CEQA documentation.
- 6. Financing by others. SAGE will provide detailed modeling and assist with negotiations and contracting with a Design-Build Contractor that is providing financing. Should CLIENT elect to pursue financing mechanisms that require preparation and management of applications for financing, SAGE will provide assistance to financial managers under a separate scope and budget.

Additional tasks as agreed upon by San Mateo County and Sage Renewable Energy Consulting.

Exhibit B (Rev. 12/5/2018)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

In no event shall County's total fiscal obligation under this Agreement exceed FIFTY-SIX THOUSAND SIX HUNDRED NINETY-TWO DOLLARS (\$56,692). The total estimated Project fees listed in this section are Time and Material (T&M) with Not-to-Exceed (NTE) limit that has been determined by estimating hours that will be worked by SAGE based on the Tasks described above. Hourly fees will be billed at the rates shown in the table below. CONTRACTOR will notify COUNTY when 80% of the Task budget has been billed. Additional work in excess of the NTE limit set for the project will not be billed without COUNTY's prior written consent.

Project	Not to Exceed Limit
Draft Green Policies Proposal NTE	\$24,192
COB3 Solar PV Design, Modeling, Project Costs, Financing Options, and Financial Performance NTE	\$6,000
San Mateo Medical Center Solar PV Design, Modeling, Project Costs, Financing Options, and Financial Performance NTE	\$8,000
Parking Garage 2 Solar PV Design, Modeling, Project Costs, Financing Options, and Financial Performance NTE	\$9,000
Cordilleras Mental Health Facility Solar PV Design, Modeling, Project Costs, Financing Options, and Financial Performance NTE	\$9,500
Total	\$56,692

Sage Hourly Fees

Title	2017 Hourly Fees	2018 Hourly Fees	2019 Hourly Fees
Principal	\$195	\$225	\$230
Senior Project Manager	\$185		
Senior Energy Professional / Project Manager	\$165		
Engineer / Energy Professional	\$150		
Associate	\$125		
Project Administrator	\$75	\$75	\$80
Project Manager		\$210	\$215
Senior Engineer / Consultant II		\$190	\$195
Energy Consultant I / Construction Manager		\$165	\$170
Energy Technician / Analyst		\$135	\$140
Energy Intern		\$100	\$105

kW Hourly Fees

Title	2017 Hourly Fees
Principal	\$238
Director	\$212
Project Manager	\$194
Senior Engineer II / Consultant II	\$186
Senior Engineer II / Consultant II	\$180
Project Engineer	\$171
Engineer / Consultant	\$163
Technician	\$106
Intern	\$96
Administrative	\$69

Billing/Payment Structure

SAGE invoices on a monthly basis with terms of Net 30. For fixed fee billing, invoices are billed on percentage of task complete. CONTRACTOR will only bill for work that has been completed and does not bill for uncompleted tasks if the Project is terminated or suspended. If schedule is extended as a result of regulatory, District, or vendor actions, CONTRACTOR will consult with COUNTY on utilizing contingency funds or extending the budget as-needed.

Reimbursable Expenses

The above fixed fees include the travel indicated in the Proposed Scope of Services. Fees assume all deliverable materials for the project will be provided digitally. Printed copies of documents will be billed at cost. For T&M billing, please see requirements below:

All reimbursables are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup"). Use of sub-consultants, with required advanced authorization in writing, must also present in the Detailed Backup.

Office overhead is deemed to have been included in the Billing Rates provided herein within the classifications of the professional rate schedule, and cannot be billed separately or additionally. Overhead includes, but is not limited to, accounting functions, office functions, certified payroll compliance, office equipment, phone calls, postage, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables as specified in the scope in hardcopies or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hardcopies are required.

Billing for Travel Costs shall comply with the following:

Reimbursable Expenses shall not include Local Travel, see below for definition.

Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.

"Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.