

# County of San Mateo ~ Contract Amendment

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**Contract Number:**  
84700-18-D010

**Amendment Number:**  
Three

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

## THE AGREEMENT IS CHANGED AS FOLLOWS

### Agreement Amount

<b>Original Amount:</b> \$50,000	<b>Current Amount:</b> \$256,692	<b>Addition or Reduction:</b> \$No Change	<b>New Total Amount:</b> No Change
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### Agreement Term:

<b>Original Start Date:</b> 10/9/2017	<b>Original End Date:</b> 12/31/2020	<b>New Start Date:</b> NA	<b>New End Date:</b> 12/31/2021
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Paragraph: 4 is hereby  added  amended as follows:  
Delete "through December 31, 2020", and replace with "through December 31, 2021"

**Other changes: See below**

This amendment includes replacement of Exhibit A and Exhibit B (revised 6/1/2019) with updated versions attached, dated 4/16/2020.

**This change is effective as of: 4/17/2020**

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

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Contractor Signature

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Date

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Contractor Name (please print)

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

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Date

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

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Purchasing Agent or Authorized Designee Title  
(please print)

## Exhibit A (revised 4/16/2020)

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

### Base Contract Award

#### **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.

Site Visits: Two, one for face-to-face team meeting and one for Board of Supervisor's meeting.

### Schedule and Deliverables

<u>Schedule</u>			
Task	From	To	Deliverables
Task 1 Draft Green Building Policies	October 9, 2017	December 15, 2017	– Modeling results for Staff Report – Draft policy input/comments

### Amendment 01 Scope Revisions:

In Addition to Base Contract Award Task 1, the following tasks are hereby included in this Agreement:

#### **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"> <li>- Modeling results for Staff Report</li> <li>- Draft policy input/comments</li> </ul>	
Task 2 COB3/SMMC/CMHF Solar PV System Design Options and Modeling	October 2018	June 2019	<ul style="list-style-type: none"> <li>- Feasibility Study Report</li> </ul>	
Task 3 COB3/SMMC/CMHF Solar PV Project Costs, Financing Options and Financial Performance	November 2018	November 2019	<ul style="list-style-type: none"> <li>- RFP Documents and Proposal Review</li> <li>- Distribution &amp; Addenda</li> </ul>	

**Amendment 02r1 Scope Revisions:**

In Addition to Base Contract Award & Amendment 001 Tasks 1-3, the following tasks are hereby included in this Agreement:

Consultant shall provide conceptual design and owner’s representative procurement services for solar PV and potential battery energy storage systems (BESS) for the following projects:

Task 4 – Project #PDP01 – COB3 – County Office Building 3

Task 5 – Project #PDP04 – SMMC – San Mateo Medical Center

Task 6 – Project #P27P1 – PS2 – Parking Structure 2

Task 7 – Project #PC015 – CMHS – Cordilleras Mental Health System

Task 8 – General PDU on-call services as may be required to complete the scope of work, or provide additional renewable energy consulting services related to the County’s ZNE policy implementation for PDU managed projects.

In relation to Tasks 4-7 above, the following scope of work details shall apply:

## **1 - Conceptual Design and Planning**

1.1 Meet with CLIENT staff and design team to discuss project goals and refine solar PV and EV support options.

1.2 Collect estimated energy consumption data for future site usage/energy efficiency measures to estimate future energy consumption.

1.3 Model expected EV vehicle charging usage and cost over time.

1.4 Review existing site plans for support of solar PV for compliance with CLIENT ZNE Green Building Policy guidelines.

1.5 Work with CLIENT and design team to assess design options for incorporating solar PV and potential BESS at the three future construction projects and battery emergency backup for the COB3 project.

1.6 Create conceptual design and production model utilizing Helioscope modeling software.

1.7 Conduct telephone meetings to with CLIENT project teams covering scope, schedule, goals, informational needs, design considerations, constraints, and preferences.

1.8 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.

1.9 Perform financial modeling of each project with PPA financing with Investment Tax Credit values for 2019 and 2020.

1.10 Review and finalize PV array size and PV/Battery Energy Storage System (BESS) locations with CLIENT and design teams.

1.11 Provide utility interconnection support.

Site Visits: Up to three (3) site visits (one per site) as needed.

### **1a – (Task 7 Only @ PC015 Cordilleras) Solar PV system stanchion design & layout**

1a.1 Complete Solar PV system stanchion design & layout in coordination with design and construction consultants with adequate detail for A/E team to estimate, bid, and procure the work required.

## **2 - Develop Request for Proposals (RFP) Documents**

2.1 Create draft of project-specific Request for Proposals (RFP) using Sage RFP templates, including electronic submittal documents, project requirements, specifications, contract terms, and additional information.

2.2 Incorporate Solar PV and BESS design parameters and requirements provided by CLIENT design team into RFP documents.

2.3 Review draft RFP with CLIENT Project Manager(s), CLIENT legal counsel, and design and construction teams.

2.4 Incorporate CLIENT and design and construction team comments into RFP documents.

2.5 Finalize RFP documents for publication.

Site Visits: Up to two (2) site visits as needed for coordination.

## Schedule and Deliverables

Task	Start Date	End Date	Deliverables
1 Conceptual Design & Planning	February 2019	July 2019	<ul style="list-style-type: none"><li>– Financial and Tariff Modeling Summary</li><li>– Conceptual Design Layouts</li><li>– Investment Tax Credit Stepdown Memo</li><li>– EV Charging Planning Memo</li></ul>
2 Develop RFP	February 2019	September 2019	<ul style="list-style-type: none"><li>– Draft RFP Documents</li><li>– Final RFP Documents</li></ul>

## RFP Table of Contents

1. REQUEST FOR PROPOSALS
  - 1.1. Schedule for Procurement and Project Activities
  - 1.2. Introduction and Overview of the Scope of Work
  - 1.3. Project Site Details
  - 1.4. Proposal Evaluation and Contracting
    - 1.4.1. Minimum Qualifying Criteria for Proposers
    - 1.4.2. Other Key Requirements
  - 1.5. Distribution of This Document
  - 1.6. County/Contract Administrator
  - 1.7. Caveats and Responsibilities of the Proposer(s)
2. PROPOSAL PROCESS
  - 2.1. Mandatory Site Walk
  - 2.2. Questions Relating to RFP Process
  - 2.3. Performance Guarantee and Operations & Maintenance
  - 2.4. Additive Alternates
  - 2.5. Submission of Proposal Packages
  - 2.6. Proposal Evaluation
  - 2.7. Award Process
  - 2.8. Public Record
  - 2.9. Ownership of Documents
  - 2.10. Responsibility for Costs
  - 2.11. Assignment
  - 2.12. Full Opportunity
  - 2.13. Restrictions on Lobbying and Contracts

# RFP Attachments

- A PROJECT DETAILS AND REQUIREMENTS
  - A.1 Scope of Work
  - A.2 General Criteria
  - A.3 Submittal and Project Closeout Requirements
  - A.4 PV Drawings and Site Details
  - A.5 Construction Specifications
- B PROPOSAL FORMS
  - B.1 Main Proposal
  - B.2 Cost Proposal
  - B.3 Addendum Receipt Certificate
  - B.4 Exceptions to the RFP
  - B.5 Response Checklist
  - B.6 Worker's Comp, Non-collusion
- C CONTRACT FORMS
  - C.1 Power Purchase Agreement – Performance Guarantee Terms
- D ADDITIONAL INFORMATION
  - D.1 Energy Consumption Data
  - D.2 Existing Geotechnical Information
  - D.3 Electricity Service Single-Line Diagram
  - D.4 Construction Drawings
  - D.5 PG&E Interconnection Application

## Amendment 03 Scope Revisions:

In Addition to Base Contract Award & Amendment 001 & 002, Tasks 1-8, the consultant will conduct Request for Proposals (RFP) management and owner's representative procurement services for solar PV and potential battery energy storage systems (BESS) for three County of San Mateo construction projects listed below:

- Cordilleras Health System Replacement (CHSR)
- Parking Structure 2 (PS2)
- San Mateo Medical Center (SMMC)

The consultant will also provide procurement assistance for the solar PV and potential BESS projects to meet County of San Mateo Zero Net Energy (ZNE) Green Building Policy guidelines.

the following tasks are hereby included in this Agreement:

Task 9 – Project #PC015 - Cordilleras Solar Design and Canopy Layout

Task 10 – Project #PDP04 – SMMC – San Mateo Medical Center solar PV Project – Procurement Support

Task 11 – Project #P27P1 – PS2 – Parking Structure 2 Solar PV Procurement Support

Task 12 – Project #PC015 – CMHS – Cordilleras Mental Health System Solar PV Procurement Support

Task 13 – Revised PDU on-call services as may be required to complete the scope of work, or provide additional renewable energy consulting services related to the County's ZNE policy implementation for PDU managed projects.

In relation to Tasks 9-12 above, the following scope of work details shall apply:

### **1 - (Task 9 Only @ PC015 Cordilleras) Solar PV system design & layout**

- 1.1. Complete Solar PV system conceptual design in coordination with design and construction consultants with adequate detail for A/E team to estimate, bid, and procure the work required.
- 1.2. Provide precise CAD drawings showing the locations of proposed canopy columns.

## Schedule and Deliverables

Task	Start Date	End Date	Deliverables
1 Conceptual Design & Planning	July 2019	February 2020	<ul style="list-style-type: none"> <li>– Financial and Tariff Modeling Summary</li> <li>– Conceptual Design Layouts</li> </ul>
2 Canopy Column Layout	January 2020	February 2020	<ul style="list-style-type: none"> <li>– Column Layout Drawings (CAD)</li> </ul>

### 2 - Procurement/RFP Management

- 2.1 Prepare vendor distribution list and review with CLIENT and design and construction teams.
  - 2.2 Manage solicitation notices and electronic distribution to potential solar contractors in coordination with CLIENT.
  - 2.3 Manage document access and produce Addenda with Request for Information (RFI) responses, as needed.
  - 2.4 Attend conference calls as needed.
  - 2.5 Review with CLIENT, design teams, and CLIENT legal counsel.
  - 2.6 Coordinate and conduct bidders' conference/site walk with interested contractors.
  - 2.7 Manage electronic submission of proposals.
- Site Visits: One, to conduct RFP bidders' conference/site walk.

### 3 - Proposal Evaluation and Vendor Selection

- 3.1 Provide initial summary of responses and preliminary ranking of proposals.
  - 3.2 Perform detailed quantitative analysis of top three proposals, including review of pricing, production estimates and lifecycle cost of energy analysis.
  - 3.3 Perform qualitative analysis, including equipment and design review, Contractor qualifications, schedule, reference checks, performance guarantees, O&M, contract exceptions, etc.
  - 3.4 Provide summary report outlining quantitative and qualitative analysis.
  - 3.5 Participate in CLIENT selection committee workshop to review proposals and rank Contractors, including optional interview of highest ranked vendors.
  - 3.6 Produce summary evaluation matrix, report and/or presentation for CLIENT with recommendations.
  - 3.7 Provide notifications to proposers.
- Site Visits: Up to two, one for interview/committee meeting, and one for CLIENT meeting.

### 4 - Contracting Support

- 4.1 Facilitate contract negotiations kick off and meetings with CLIENT, legal counsel, and PPA Vendor.
- 4.2 Attend conference calls as-needed.
- 4.3 Ensure RFP requirements are fully integrated into contract, including redlining of PPA documents.  
Anticipated contract documents include:  
Power Purchase Agreement (PPA),

Site Lease/Easement

Performance Guarantees

RFP requirements (scope, criteria, specifications and process)

Participate in contract negotiations and finalization with Legal Counsel and PPA Vendor.

4.5 Provide documentation for preparation of GC 4217.10 et seq. notice, findings and resolution for Board of Supervisors.

4.6 Assumes contract negotiations with a single PPA Vendor.

4.7 Assumes same form of contract documents to be utilized for all three projects.

Site Visits: One for CLIENT meeting for contract approval.

## Schedule and Deliverables

Task	Start Date	End Date	Deliverables
1 Procurement/RFP Management	April 2020	May 2020	– Distribution – Addenda/Response to RFIs
2 Proposal Evaluation & Vendor Selection	May 2020	June 2020	– Proposal Evaluation Summary
3 Contracting Support	June 2020	September 2020	– Edits of Contract Documents

## Fees and Payment Schedule

The total estimated fee for the scope of work and services outlined in this task order is \$52,800. SAGE's fees are based on expected system size, number of sites, and schedule. If the developed system size or project scope and schedule changes substantially (by more than 10% in PV system size), SAGE reserves the right to renegotiate fees.

## Fixed Fee Structure

SAGE is proposing services on a fixed fee per task basis. All project travel and expenses listed in the tasks above are inclusive of the fixed fee costs listed below.

## 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. SAGE 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 or CLIENT actions, SAGE will consult with CLIENT on extending the budget as-needed. Fixed Fee Schedule for Solar PV Projects



Task	CHSR	PS2	SMMC	Total Cost
1 Procurement/RFP Management	\$5,200	\$5,200	\$5,200	<b>\$15,600</b>
2 Proposal Evaluation & Vendor Selection	\$5,900	\$5,900	\$5,900	<b>\$17,800</b>
3 Contracting Support	\$6,500	\$6,500	\$6,500	<b>\$19,400</b>
<b>Total</b>	<b>\$17,600</b>	<b>\$17,600</b>	<b>\$17,600</b>	<b>\$52,800</b>

## Term of Fee Schedule

The Fee Schedule above is for project work completed through November 30, 2020.

## Project Requirements and Assumptions

1. Travel to CLIENT sites per site visit assumptions outlined in Scope of Services. Project travel generally assumes one representative per visit unless otherwise noted. Additional travel beyond the trips listed may require additional budget.
2. Assumes schedule listed. Delays or extension of the assumed schedule may require additional budget.
3. Solar construction design drawings and permitting will be by others and no engineers of record (EOR) will be provided under this scope.
4. All deliverables will be delivered in electronic format.
5. RFP to be distributed electronically using Sage's template and platform. Sage will incorporate CLIENT's language & requirements into Sage template.
6. Site data will be made available as-needed. SAGE has reviewed available existing data and provided preliminary review of project constraints. On-site review is limited to visual inspections of potential PV locations, electrical services and future construction conditions. Feasibility will not include new or invasive site investigations (e.g. geotechnical studies, structural investigation, shutdown/inspection of electrical services, etc.).
7. CLIENT will provide estimates of changes in electricity consumption at proposed sites based on energy efficiency measures, anticipated changes site usage, and new construction.
8. CLIENT will provide access to all sites under consideration for site walks, including access to electrical services at each site.
9. CLIENT will provide access to all construction drawings for each site.
10. Financing by others. SAGE will provide detailed analysis of PPA financing proposals. 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.
11. SAGE will coordinate project implementation with three CLIENT project managers and up to three design teams/construction teams.
12. The RFP documents will be structured so that CLIENT may utilize them for solar PPA procurement for additional projects without going out for separate RFPs but will not include any project-specific requirements for any additional projects.

13. CLIENT will provide complete structural drawings for each building.
14. CLIENT will provide reference drawings in AutoCAD format, showing overall building dimensions, roof slopes or elevations, existing building construction of the roof, and any roof obstruction, such as access hatches, mechanical units, skylights, vent pipes, etc.
15. SAGE will not provide structural calculations to verify the capacity of the buildings to support gravity and seismic loads for the proposed roof mounted solar arrays.
16. SAGE will not submit documents or drawings to or obtain approvals from any Authority Having Jurisdiction.
17. SAGE will not assume liability of, or of any existing structure design, circuitry, etc., outside of SAGE's scope of work documents.
18. SAGE will not be responsible for the performance – structural, electrical, etc. – of any third party manufactured product(s).
19. SAGE will not provide legal interpretation of California Building Code (CBC). SAGE supplies its professional judgement from its professional staff and subconsultants in the interpretation and application of the CBC. If CLIENT is concerned about legalities related to the code, SAGE recommends seeking legal advice.
20. Fees are based on the number of sites specified. If additional sites are added to the RFP, additional budget will be required.
21. Fees are based on contract negotiations with a single vendor. If contract negotiations with more than one vendor are required, then additional budget will be required.
22. SAGE will not provide 3D renderings of conceptual designs. If 3D renderings are required, then additional budget will be required.
23. SAGE reserves the right to conduct all site visits virtually based on evolving company policy and County of San Mateo health guidelines regarding the COVID-19 pandemic.

## Exhibit B (revised 4/16/2020)

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:

Total contract amount shall not exceed TWO HUNDRED FIFTY-SIX THOUSAND SIX HUNDRED NINETY-TWO DOLLARS NO CENTS (\$256,692.00), and in accordance with the schedule of values included below:

		Base Contract	Amendment 001	Amendment 002	Amendment 003	Current Agreement SOV
1	County ZNE Policy Consulting	\$ 50,000.00	\$ (25,808.00)	\$ -		\$ 24,192.00
2&3a	PDP01 - COB3 Solar Modeling	\$ -	\$ 6,000.00	\$ -		\$ 6,000.00
2&3b	PDP04 - SMMC Solar Modeling	\$ -	\$ 8,000.00	\$ -		\$ 8,000.00
2&3c	P27P1 - PS2 Solar Modeling	\$ -	\$ 9,000.00	\$ -		\$ 9,000.00
2&3d	PC015 - Cordilleras Solar Modeling	\$ -	\$ 9,500.00	\$ (2,936.44)		\$ 6,563.56
4	PDP01 - COB3 Solar Design & RFP	\$ -	\$ -	\$ 11,666.00		\$ 11,666.00
5	PDP04 - SMMC Solar Design & RFP	\$ -	\$ -	\$ 11,667.00		\$ 11,667.00
6	P27P1 - PS2 Solar Design & RFP	\$ -	\$ -	\$ 11,667.00		\$ 11,667.00
7	PC015 - Cordilleras Solar Design & RFP	\$ -	\$ -	\$ 16,400.00		\$ 16,400.00
8	PDU On-Call Energy Consulting Services			\$ 151,536.44	\$ (151,536.44)	\$ -
9	PC015 - Cordilleras Solar Design and Canopy Layout	\$ -	\$ -		\$ 27,061.00	\$ 27,061.00
10	PDP04 - SMMC Solar PV project procurement support	\$ -			\$ 17,600.00	\$ 17,600.00
11	P27P1 - PS2 Solar PV project procurement support	\$ -			\$ 17,600.00	\$ 17,600.00
12	PC015 - Cordilleras Solar PV project procurement support	\$ -			\$ 17,600.00	\$ 17,600.00
13	Revised PDU On-Call Energy Consulting Services	\$ -	\$ -	\$ -	\$ 71,675.44	\$ 71,675.44
	<b>TOTAL AMOUNT</b>	<b>\$ 50,000.00</b>	<b>\$ 6,692.00</b>	<b>\$ 200,000.00</b>	<b>\$ -</b>	<b>\$ 256,692.00</b>

Except for Line 13 above, all line items indicated above are understood to be lump sum fees, billable on a percent complete basis, subject to review and approval by PDU Director or designate. All travel and expenses for lump sum fee line items are included in the price above.

Line 13 is a time and materials allowance for additional consulting services as directed by PDU Director or designate, billable in accordance with the billable rate schedule below. All reimbursable materials and travel costs associated with work completed under Line 13 are subject to the Reimbursable Expenses requirements herein.

All work under Line 13 required to be authorized in writing by PDU Director or designate prior to submitting invoice for services.

## 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

## 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.

Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up. If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

*For reference only, see attached Contractor's and Subcontractor's Proposals.*