



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY		
Contract No:	Contractor Name:	Amendment No:
84700-18-D010	SAGE RENEWABLE ENERGY CONSULTING, INC.	008

THE AGREEMENT HAS CHANGED AS FOLLOWS:			
Agreement Amount			
Original Amount:	\$50,000		
Amendment 1 Amount:	\$56,692		
Amendment 2 Amount:	\$256,692		
Amendment 3 Amount:	NO CHANGE		
Amendment 4 Amount:	NO CHANGE		
Amendment 5 Amount:	\$281,692		
Amendment 6 Amount:	NO CHANGE		
Amendment 7 Amount:	NO CHANGE		
Current Amount:	Addition or Reduction:	New Total:	
\$281,692	\$200,000	\$481,692	
Agreement Term			
Original Start Date:	10/9/2017	Original End Term:	10/8/2018
Amendment 1 Start Date:	10/9/2017	Amendment 1 End Date:	12/30/2020
Amendment 2 Start Date:	10/9/2017	Amendment 2 End Date:	12/31/2020
Amendment 3 Start Date:	10/9/2017	Amendment 3 End Date:	12/31/2021
Amendment 4 Start Date:	10/9/2017	Amendment 4 End Date:	12/31/2021
Amendment 5 Start Date:	10/9/2017	Amendment 5 End Date:	12/31/2021
Amendment 6 Start Date:	10/9/2017	Amendment 6 End Date:	12/31/2021
Amendment 7 Start Date:	10/9/2017	Amendment 7 End Date:	12/31/2024

Paragraph Changes:

- PARAGRAPH 3 PAYMENTS
- PARAGRAPH 4 TERM
- SECTION 17 PAYMENT OF PERMITS/LICENSES
- SECTION 18 REIMBURSEABLE TRAVEL EXPENSE
- SECTION 19 PREVAILING WAGE
- EXHIBIT B FEE SCHEDULE AND TERMS

**AMENDMENT EIGHT TO AGREEMENT 84700-18-D010
BETWEEN THE COUNTY OF SAN MATEO AND
SAGE RENEWABLE ENERGY CONSULTING, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 4th day of January 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sage Renewable Energy Consulting, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement for Zero Net Energy (ZNE)/Green Building consulting services on October 18, 2017; and

WHEREAS, the parties entered into Amendment One for Solar PV Design and EV Infrastructure Design consulting services at COB3, SMMC, PS2, and Cordilleras on January 15, 2019; and

WHEREAS, the parties entered into Amendment Two for Solar PV Design and EV Infrastructure design consulting services at COB3, SMMC, PS2, and Cordilleras on June 26, 2019, and

WHEREAS, the parties entered into Amendment Three for Solar PV Design, EV Infrastructure Design, Financial Modeling, Battery Energy Storage, and Procurement Support consulting services at COB3, SMMC, PS2, and Cordilleras on May 11, 2020, and

WHEREAS, the parties entered into Amendment Four for Solar PV Feasibility Study consulting services at SSF on June 12, 2020; and

WHEREAS, the parties entered into Amendment Five for Solar PV Procurement Support consulting services at PS2 on November 5, 2020; and

WHEREAS, the parties entered into Amendment Six for Solar PV Implementation Support Consulting services at PS2 on November 5, 2020; and

WHEREAS, the parties entered into Amendment Seven to modify the authorized cost for Cordilleras Tasks to completed to date values, and to reallocate remaining costs to the On-Call line item; and

WHEREAS, the parties wish to amend the Agreement to Section 3 PAYMENTS, Section 4 TERM, and Exhibit B

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 PAYMENTS of the agreement is amended to read as follows:

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 FOUR HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED NINETY-TWO DOLLARS AND NO CENTS (\$481,692.00). 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.

2. Section 4 TERM of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 9, 2017, through December 31, 2024.

3. Section 17 of the agreement is added to read as follows:

Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

4. Section 18 of the agreement is added to read as follows:

Reimbursable Travel Expense

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are

restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- g. Travel-related expenses are limited to airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

- 5. Section 19 of the agreement is added to read as follows:

Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

- 6. Original Exhibit B is replaced with Revised Exhibit B, (rev. 1/4/2022).

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 FOUR HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED NINETY-TWO DOLLARS AND NO CENTS (\$481,692.00).

Hourly Fee Schedule

T&M work is billed at the hourly rates listed below for project work completed through December 31, 2022. Rates will be escalated at 5% annually after 2022. SAGE will notify CLIENT when 80% of a task's budget has been completed and will not exceed NTE limits without consent of CLIENT.

Title	2021	2022
Managing Principal	\$265	\$275
Principal	\$250	\$265
Associate Principal	\$235	\$245
Subject Matter Expert	\$335	\$350
Senior Project Manager	\$230	\$235
Project Manager	\$205	\$215
Senior Engineer	\$205	\$210
Engineer	\$175	\$185
Senior Data Scientist	\$205	\$215
Data Scientist	\$175	\$185
Construction Manager	\$190	\$200
Senior Analyst/Technician	\$180	\$185
Analyst/Technician	\$145	\$155
Program Support Specialist	\$105	\$115
Project Administrator	\$85	\$90
Energy Intern	\$110	\$115

Billing and Payment Terms

SAGE invoices monthly with terms of Net 30.

If schedule is extended as a result of CLIENT, regulatory, or Developer or other contractor/vendor actions or inactions, SAGE will consult with CLIENT on extending the budget as needed.

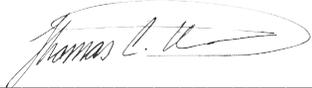
Subconsultant Fees

Subconsultant fees will be passed through at cost plus 15%.

- 4. All other terms and conditions of the agreement dated October 18, 2017, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Sage Renewable Energy Consulting, Inc.



Contractor Signature

12/13/2021
Date

Thomas C. Williard
Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board