

**AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CAL MICROTURBINE, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Cal Microturbine, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on June 25, 2019, under Resolution No. 076783, the parties entered into an Agreement for the services, repair, and rebuild of the microturbines at the Youth Services Center; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$458,390 for a new not to exceed amount of \$800,000 with no change in the term.

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 no event shall the County's total fiscal obligation under this Agreement exceed eight hundred thousand and 0/100 dollars, \$800,000.

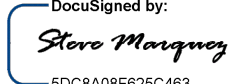
2. Original Exhibit B is replaced with Revised Exhibit B (rev. 8-31-2022).

1. Payment for the Service Agreement will be made annually in the amount of \$68,322 for a not to exceed fiscal obligation of \$800,000.

3. All other terms and conditions of the agreement dated July 12, 2019, 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: Cal Microturbine, Inc.,

 <small>DocuSigned by: Steve Marquez 5DC8A08E625C463</small>	9/21/2022 6:25 AM PDT	Steve Marquez
_____ Contractor Signature	_____ Date	_____ 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

Revised Exhibit B – Payment (rev. 8-31-2022)

In consideration for services rendered in Exhibit A:

1. Payment for the Service Agreement will be made annually in the amount of \$68,322 for a not to exceed fiscal obligation of \$800,000.
2. Payments will be made within 30 days of an accepted and approved invoice. All invoices should be mailed to

Department of Public Works
Attn: Accounting
555 County Center 5th Floor
Redwood City, CA 94065

3. County has the right to terminate this contract with 30 days prior written notice.
4. When necessary, Contractor to perform services on a time and material basis, the rates below shall apply.

Contractor Billing Rates

The following time, travel and material rates apply to services performed per individual Field Services Order(s).

Certificate Of Completion

Envelope Id: E3325F5642884016AC51869BE96A9D6B

Status: Completed

Subject: Cal Microturbine - R076783 - A1

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Molly Villagomez

AutoNav: Enabled

400 County Ctr

Enveloped Stamping: Enabled

Redwood City, CA 94063-1662

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

mevillagomez@smcgov.org

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Status: Original

Holder: Molly Villagomez

Location: DocuSign

9/20/2022 4:25:32 PM

mevillagomez@smcgov.org

Signer Events

Steve Marquez

smarquez@calmicroturbine.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



5DC8A08F625C463...

Signature Adoption: Pre-selected Style

Using IP Address: 192.252.195.24

Timestamp

Sent: 9/20/2022 4:25:34 PM

Viewed: 9/21/2022 5:55:56 AM

Signed: 9/21/2022 6:25:06 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Accepted: 9/21/2022 5:55:56 AM

ID: 8eca356d-b8b3-4121-8fae-60b4a248a638

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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9/20/2022 4:25:34 PM

Certified Delivered

Security Checked

9/21/2022 5:55:56 AM

Signing Complete

Security Checked

9/21/2022 6:25:06 AM

Completed

Security Checked

9/21/2022 6:25:06 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carasoft OBO County of San Mateo:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevanderson@pacbell.net

To advise Carasoft OBO County of San Mateo of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Carasoft OBO County of San Mateo

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carasoft OBO County of San Mateo

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carasoft OBO County of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carasoft OBO County of San Mateo during the course of my relationship with you.