

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MESA ENERGY SYSTEMS, INC.**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Mesa Energy Systems, Inc., hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of supporting critical cooling and power systems for 113 locations throughout the County.

Now, therefore, it is agreed by the parties to this Agreement as follows:

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**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 FIVE HUNDRED THIRTY SIX THOUSAND NINE HUNDRED AND TWENTY TWO DOLLARS (\$536,922.00). 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.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 21, 2017, through November 20, 2020.

**5. Termination**

This Agreement may be terminated by Contractor or by the Information Services Department or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost that is caused by its negligence in performing the work, or the extent of Contractor's proportionate share of liability for such claim. Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or

mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of

allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Unless jury service pay is addressed through a collective bargaining agreement or agreements, Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jon Walton CIO/Director, ISD  
Address: 455 County Center Redwood City, CA 94063  
Telephone: (650) 363-4548  
Facsimile: (650) 363-7800  
Email: MSAManager@smcgov.org

In the case of Contractor, to:

Name/Title: Mark Collins/VP and General Manager  
Address: 14450 Doolittle Drive San Leandro, CA 94577  
Telephone: (510) 259-2534  
Facsimile: (510) 670-1698  
Email: mark\_collins@emcorgroup.com

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*



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

For Contractor: Mesa Energy Systems, Inc.

  
Contractor Signature

10/19/17  
Date

MARK COLLINS  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## **Exhibit A**

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

Contractor will provide the following services:

### **HVAC Critical Cooling Units Service**

#### **Filter Service**

- 1) Perform filter change/cleaning as required
- 2) Report unusual noises/vibrations
- 3) Update filter condition, as necessary

#### **Preventive/Predictive Maintenance Inspection – Precision Tune**

- 1) Check fan assembly
- 2) Check fan bearings
- 3) Check motor bearings
- 4) Check belts and sheaves where applicable (w/a)
- 5) Check motor
- 6) Check evaporator coil
- 7) Check drain pans and drains
- 8) Check electrical connections
- 9) Check for cracks in casings
- 10) Check operation of run/stop/alarm
- 11) Check temperature/humidity settings
- 12) Check humidifier pans/drains
- 13) Check humidifier overall operation
- 14) Check compressor
- 15) Check visually for refrigerant and oil leaks
- 16) Check crankcase heater w/a
- 17) Check condenser fan operation
- 18) Check tubing for chafing/vibrations
- 19) Check condenser coil w/a
- 20) Check water regulating valve operation w/a
- 21) Re-secure loose cabinet panels
- 22) Check overall operating condition
- 23) Clean condenser coils annually

### **Critical Generator Service**

#### **Inspection Service**

##### **Before Starting Engine:**

- 1) Check engine oil and coolant levels
- 2) Check block heater (should maintain a coolant temperature of 90 °F in the block)
- 3) Check fuel level in storage tank
- 4) Check battery water level and top as necessary
- 5) Check battery terminals for corrosion and connections for tightness (lead acid)

##### **With Engine Running:**

- 1) Check oil pressure
- 2) Check fuel pressure
- 3) Check oil level and add oil as required
- 4) Check rotations per minute (RPM) frequency
- 5) Check generated voltage
- 6) Check for leaks or unusual noises

**After Stopping Engine:**

- 1) Check/verify all switches are in proper positions for automatic start
- 2) Check fuel level in tank
- 3) Record battery charger volts check for proper operation
- 4) Remove, clean and reinstall all battery connections (lead acid)
- 5) Inspect generator for cleanliness

**Reporting:**

- 1) Provide written service report for each visit
- 2) Advise customer of any/all unusual situations or potential problems which will require further attention
- 3) Advise when main fuel tank is below  $\frac{3}{4}$  full

**Annual Service (includes all inspection services above and the following):**

- 1) Drain crankcase oil and replace with new oil
- 2) Remove and replace oil and fuel filters
- 3) Inspect air filter(s)
- 4) Check generator output
- 5) Take oil sample for analysis

**Emergency Service: Provide 24-hour emergency repair coverage**

**Critical UPS and DC Power Plants**

**Semi-Annual Inspection**

- 1) Review customer UPS maintenance logs and make entries into customer logs
- 2) Review alarm history and operation of the system with customer
- 3) Review environmental conditions and room cleanliness with customer
- 4) Record as found conditions
- 5) Perform thermal scan and visual inspection of all breakers, power connections, wiring harnesses, contactors, cables, fans and major components
- 6) Clean/replace air filters as needed
- 7) Record input, output, battery voltages, currents and frequency from display/meter panel
- 8) Measure and record input/output, battery voltages, currents and frequency
  - a. Calibrate display/meters as necessary, where possible
- 9) Calculate and record load percentage
- 10) Verify proper float and equalize settings for installed battery plant
- 11) Inspect general overall condition of battery plant
- 12) Measure and record harmonic trap filter currents where possible
- 13) Review/implement manufacturer field change notices, as possible
- 14) With customer approval (after confirming system battery is good) perform system functionality test and confirm proper operation
  - a. Full testing includes customer bringing generator on line w/a
- 15) Verify proper operation of remote status panel and monitoring
- 16) Record as left condition, discussion findings with customer and provide field service report

**Annual Inspection – continued from above**

- 1) Obtain customer authorization to transfer system to bypass
- 2) Transfer system to bypass and secure critical load
- 3) Utilize external maintenance bypass system if present
- 4) Inspect inverter and rectifier snubber circuits, gate drives and discrete components for discoloration or damage

- 5) Inspect all power connections, breakers, contactors, transformers and subassemblies for discoloration or damage
- 6) Inspect all AC and DC capacitors for leakage/bulging
  - a. Record date codes, part numbers and quantities
- 7) Inspect all fans and record date code, part numbers and quantities
- 8) Inspect all logic boards, assemblies and connections and clean as necessary
- 9) Clean and vacuum interior and exterior of system
- 10) Measure, record and calibrate power supplies where possible
- 11) Verify and calibrate system alignments to factory specifications where possible

#### **Valve-Regulated Lead-Acid (VRLA) Battery String – Detailed Check List**

- 1) Measure and record the direct current (DC) float voltage of each individual battery
- 2) Measure and record the alternating current (AC) ripple voltage of each individual battery
- 3) Measure and record battery string DC charging voltage and current
- 4) Measure and record battery string AC ripple voltage and current
- 5) Measure and record the voltage to ground for each battery string/cabinet
- 6) Visually inspect each battery jar and cover for cracks, bulging and leaks
- 7) Visually inspect each terminal and related hardware for signs of corrosion
- 8) Re-torque all battery terminals to manufacturer specification
- 9) Inspect all battery interconnect cable for signs of chaffing and stress
- 10) Clean all jar covers, racks and cabinets
- 11) Check for proper ventilation and unusual odors
- 12) Record ambient room temperature
- 13) Review the data recorded above and initiate corrective action if necessary

Contractor agrees to provide 24/7/365 service technician assistance. To ensure County has access to assistance, Contractor will make available phone numbers for management, County specific service account manager, technicians that service all County sites, as well as dispatch/operations.

All service requests will be handled within a four hour timeframe, unless otherwise authorized by County. With each request, an appropriate technician will be selected and an estimated time of arrival will be coordinated with County. Contractor as well as subcontractor must be escorted for any and all service requests. In the event of a routine problem, Contractor's operations/dispatch department can be contacted 24/7/365 by calling (800) 960-0922.

Contractor will be required to maintain and provide on-site detailed equipment logs, describing all activities performed on each unit under proposers care. Method of procedure (MOP) for service requests may not disrupt the function of the critical system it is pertinent to. MOP documents will be presented to, reviewed and approved by County prior to commencement of services.

MOPs will be required for the following equipment (critical power and cooling equipment. Contractor is to follow manufacturer's recommended directions and procedures):

- UPS Systems, Single & Three Phase
  - APC Symmetra PX UPS systems (Three Phase)
  - APC Smart-UPS system 30kVA (Three Phase)
  - APC Smart-UPS systems 750VA and 2200VA (Single Phase)
  - APC Smart-UPS system 5000VA (Single Phase)
  - APC/MGE Galaxy 5000 and Galaxy PW UPS systems
  - APC Symmetra PDU and Load Center and Disconnect
  - APC Network Management Cards (all supported devices)
  - APC & MGE Battery Frames

- HVAC Units
  - Carrier 2 and 5 Ton Air Condition units (DX)
  - Unisys/Liebert 5 Ton Air Conditioning units (DX)
  - Fujitsu 2 and 5 Ton Air Conditioning units (DX)
  - Mitsubishi 2 and 5 Ton Air Conditioning units (DX)
  - Marvair Compac 3 Ton Air Conditioning units (DX)
  - Bard 5 Ton Air Conditioning units (DX)
  - Sanyo 2 Ton Air Conditioning units (DX)
  - Bryant 2 Ton Air Conditioning unit (DX)
- DC Inverters and Battery Piles
  - C&D battery piles
  - Alpha / Argus DC Rectifiers
  - Process Solutions DC Rectifiers
- Power Systems
  - 15-75kW Single Phase Generators (Propane & Diesel)
    - Onan/Cummings
    - Kohler
    - Generac
    - Caterpillar
  - Transfer Switch Gear (Automatic / Manual)
  - TVSS Units

Contractor also agrees to place County's MGE three phase Uninterruptable Power Supply (UPS)'s under contract with the manufacturer to ensure appropriate service and supportability.

**Locations:**

There are approximately 113 locations throughout San Mateo County that have equipment that would be potentially supported under this agreement.

The breakdown of items that would be under contract would be:

|                                |     |
|--------------------------------|-----|
| # Sites:                       | 113 |
| UPS (Single Phase):            | 148 |
| UPS (Three Phase):             | 9   |
| DC Plants (Inverters / Piles): | 43  |
| HVAC units (A/C & Cond):       | 29  |
| Generators / ATS:              | 11  |

Meetings regarding this agreement will be held at 1320 Marshall St. Redwood City, CA 94063.

See Attachment A for site breakdown.

### **Exhibit B**

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:

#### **Year One**

|                             |                    |
|-----------------------------|--------------------|
| HVAC:                       | \$8,963.00         |
| 1 Electrical Phase (Ø) UPS: | \$27,455.00        |
| 3 Ø UPS:                    | \$45,734.00        |
| DC Inverters/Battery Piles: | \$28,563.00        |
| Generators:                 | <u>\$40,167.00</u> |

Year One Total: \$150,882.00

#### **Year Two**

|                             |                    |
|-----------------------------|--------------------|
| HVAC:                       | \$9,329.00         |
| 1 Ø UPS:                    | \$28,630.00        |
| 3 Ø UPS:                    | \$46,325.00        |
| DC Inverters/Battery Piles: | \$28,945.00        |
| Generators:                 | <u>\$40,673.00</u> |

Year Two Total: \$153,902.00

#### **Year Three**

|                             |                    |
|-----------------------------|--------------------|
| HVAC:                       | \$9,656.00         |
| 1 Ø UPS:                    | \$29,878.00        |
| 3 Ø UPS:                    | \$46,965.00        |
| DC Inverters/Battery Piles: | \$29,422.00        |
| Generators:                 | <u>\$41,217.00</u> |

Year Three Total: \$157,138.00

Contingency: \$75,000 (\$25,000 Per Year)

**Total Price for Three Year Contract: \$536,922.00**

Pricing includes all labor, materials, tools, travel time, equipment rentals and subcontractors.

| Site Name                     | Address                        | City           | Equipment |         |      |           |
|-------------------------------|--------------------------------|----------------|-----------|---------|------|-----------|
|                               |                                |                | UPS(1ø)   | UPS(3ø) | HVAC | Generator |
| Atherton PD                   | 91 Ashfield Rd                 | Atherton       |           |         |      |           |
| H.S.A. Davis                  | 1 Davis Drive                  | Belmont        |           | 1       | 4    | 0         |
| Harbor Bldg A                 | 350 Harbor Blvd, Bldg A        | Belmont        | 2         |         |      | 0         |
| Harbor Bldg B                 | 350 Harbor Blvd, Bldg B        | Belmont        | 1         |         |      |           |
| Harbor Bldg C                 | 400 Harbor Blvd, Bldg C        | Belmont        |           | 2       | 3    | 0         |
| Harbor Bldg E                 | 400 Harbor Blvd, Bldg E        | Belmont        | 2         |         | 1    |           |
| Quarry                        | 550 Quarry Road                | Belmont        | 2         |         | 1    |           |
| Belmont PD                    | 1 Twin Pines Ln #160           | Belmont        |           |         |      | 0         |
| Brisbane Ice House            | 3355 Bayshore Blvd             | Brisbane       |           |         | 1    | X         |
| Sheriff Coyote Point Range    | 1601 Coyote Point              | Burlingame     | 1         |         |      |           |
| Burlingame FS 35              | 2832 Hillside Drive            | Burlingame     |           |         |      | 0         |
| Burlingame PD                 | 1111 Trousdale Dr              | Burlingame     |           |         |      |           |
| Mills Peninsula Hospital      | 1501 Trousdale Dr              | Burlingame     |           |         |      |           |
| Colma PD                      | 1199 El Camino Real            | Colma          |           |         |      | 0         |
| Human Services - Daly City    | 155 Oriente St                 | Daly City      | 1         |         |      |           |
| Human Services - OICW         | 271 92nd Street                | Daly City      | 1         |         | 1    |           |
| Health - Youth Center         | 2778 Junipero Serra Blvd       | Daly City      | 1         |         |      |           |
| Health System - Nevin Clinic  | 380 90th St                    | Daly City      | 1         |         |      |           |
| Housing Dept - Midway Village | 47 Midway Village              | Daly City      | 1         |         |      |           |
| Broadmoor PD                  | 388 88th St                    | Daly City      |           |         |      |           |
| Daly City PD                  | 333 90th St                    | Daly City      |           |         |      | 0         |
| Reservior 5                   | 515 Westmoor Ave               | Daly City      |           |         |      |           |
| Human Services - Ravenswood   | 1798 Bay Road                  | East Palo Alto | 1         |         |      |           |
| WIC East Palo Alto            | 2160 Euclid Ave                | East Palo Alto | 1         |         |      |           |
| County Civic Building         | 2415 University Ave            | East Palo Alto | 3         |         | 1    | 0         |
| Foster City TCI Radio Site    | 3470 E 3rd Ave                 | Foster City    |           |         | 1    | X         |
| Foster City PD                | 1030 E Hillsdale Blvd          | Foster City    |           |         |      |           |
| Health Coastside Clinic       | 225 South Cabrillo, Suite 200A | Half Moon Bay  | 2         |         |      |           |
| Agriculture - Coastside       | 785 Main St                    | Half Moon Bay  | 1         |         |      |           |
| Half Moon Bay PD              | 537 Kelly Ave                  | Half Moon Bay  |           |         |      | 0         |
| Hillsborough PD               | 1600 Floribunda Ave            | Hillsborough   |           |         |      | 0         |
| Camp Glennwood                | 20 Log Cabin                   | La Honda       | 3         |         |      |           |
| La Honda Radio Site           | 415 Sears Ranch Road           | La Honda       |           |         | 1    | X         |
| Rolph Mtn Radio Site          | 20000 Skyline Blvd             | Los Gatos      |           |         | 1    | X         |
| Human Service - OICW          | 1200 O' Brien Dr               | Menlo Park     | 1         |         |      |           |
| Menlo Park PD                 | 701 Laurel St                  | Menlo Park     |           |         |      |           |

|                                      |                                  |              |    |   |   |
|--------------------------------------|----------------------------------|--------------|----|---|---|
| Menlo Park Fire                      | 170 Middlefield Rd               | Menlo Park   |    |   | 1 |
| Millbrae FS                          | 511 Magnolia Ave                 | Millbrae     |    |   | 1 |
| Hostel SAM                           | 8800 Cabrillo Hwy                | Montara      |    |   | 1 |
| Sheriff - Moss Beach                 | 500 California                   | Moss Beach   | 1  |   |   |
| North Peak Radio Site                | Off US1 at South of Devils Slide | Pacifica     | 1  | X | 1 |
| Pacifica PD                          | 2075 Coast Hwy                   | Pacifica     |    | O | 1 |
| Pescadero Corporation Yard           | 1000 Pescadero Road              | Pescadero    | 1  |   |   |
| Pescadero Quarry Radio Site          | 1000 Pescadero Road              | Pescadero    |    | 1 | 1 |
| Pigeon Point Radio Site              | 440 Pigeon Point Rd              | Pescadero    |    | 1 | 1 |
| Pescadero Elementary & Middle School | 620 North St                     | Pescadero    | 1  |   |   |
| Memorial Park                        | 9500 Pescadero Road              | Pescadero    | 1  |   |   |
| Princeton Corporation Yard           | 203 Cornell St                   | Princeton    | 1  |   |   |
| Canyon Oaks Youth Center             | 400 Edmunds Road                 | Redwood City | 1  |   |   |
| SAMCERA Office                       | 100 Marine Parkway, Suite 125    | Redwood City | 2  |   |   |
| Skylawn Radio Site                   | 10600 Skyline Blvd               | Redwood City |    | 1 | 1 |
| Sequoia Teen Wellness Center         | 1201 Brewster Ave                | Redwood City | 1  |   |   |
| Pise Mtn Radio Site                  | 12860 Skyline Blvd               | Redwood City |    | 1 | 1 |
| Maple Street Correctional Center     | 1300 Maple Street                | Redwood City | 2  |   |   |
| SHF North Fair Oaks                  | 1321 Middlefield Road            | Redwood City | 1  |   |   |
| Sheriff Jail Planning                | 1391 Maple Street                | Redwood City | 1  |   |   |
| Old Womens Correctional Center       | 1590 Maple St                    | Redwood City | 1  |   |   |
| Women, Infants & Children            | 2342 El Camino Real, Suite 200   | Redwood City | 1  |   |   |
| Human Services - Middlefield Road    | 2500 Middlefield Rd              | Redwood City | 2  |   |   |
| Kennedy School                       | 2521 Goodwin Ave                 | Redwood City | 1  |   |   |
| Sheriff - Sienna Youth Center        | 2625 Marlborough Ave             | Redwood City | 1  |   |   |
| Fair Oaks Clinic                     | 2710 Middlefield Rd              | Redwood City | 1  | O |   |
| Human Services                       | 2950 Fair Oaks Ave               | Redwood City |    |   |   |
| Sheriff - Woodside                   | 2955 Woodside Road               | Redwood City | 1  |   |   |
| Maguire Correctional Facility        | 300 Bradford St                  | Redwood City | 7  |   |   |
| Environmental Health                 | 310 Pine Street                  | Redwood City | 1  |   |   |
| Sheriff Edison Sub-Station           | 3151 Edison Way                  | Redwood City | 1  |   |   |
| Hall of Justice                      | 400 County Center                | Redwood City | 10 |   |   |
| COB 1                                | 455 County Center                | Redwood City | 6  | O | 2 |
| COB 2                                | 555 County Center                | Redwood City | 7  | O | 1 |
| Pre-trial Office                     | 601 Allerton St                  | Redwood City | 1  |   |   |
| Fair Oaks Childrens                  | 630 Laurel Street                | Redwood City | 1  |   |   |
| Probation Office                     | 680 Warren St                    | Redwood City | 1  |   |   |
| Hoover Elementary                    | 701 Charter St                   | Redwood City | 1  |   |   |



|                                      |                                   |                     |    |   |   |
|--------------------------------------|-----------------------------------|---------------------|----|---|---|
| Agriculture - Heller                 | 728 Heller St.                    | Redwood City        | 2  |   |   |
| Grant Corporation Yard               | 752 Chestnut                      | Redwood City        | 1  |   |   |
| Health Services                      | 802 Brewster Ave                  | Redwood City        | 1  |   |   |
| Health Department                    | 900 Veterans Blvd                 | Redwood City        | 1  |   |   |
| Redwood City PD                      | 1301 Maple St                     | Redwood City        | 1  | O | 1 |
| Health Dept - San Bruno              | 1280 Commodore Drive              | San Bruno           | 2  |   |   |
| Agriculture - San Bruno              | 883 Sneath Lane                   | San Bruno           | 1  |   |   |
| San Bruno Nike Radio Site            | San Bruno Mnt State Park          | San Bruno           |    | 1 | 1 |
| Sweeney Ridge Radio Site             | Sneath Lane                       | San Bruno           |    | 1 | 1 |
| San Bruno PD                         | 1177 Huntington Ave               | San Bruno           |    |   | 1 |
| Sheriff - SAMTRANS                   | 1250 San Carlos St, 2nd Floor     | San Carlos          | 1  |   |   |
| Public Works Office - SQL            | 620 Airport Dr                    | San Carlos          | 1  |   |   |
| Site #60 Radio Site                  | 700 Crestview Dr                  | San Carlos          |    | 1 | 1 |
| Sheriff - Bomb Squad                 | 937 Bransten St                   | San Carlos          | 1  |   |   |
| Memorial County Park                 | 9500 Pescadero Creek Rd           | San Mateo           | 1  |   |   |
| Towne Ridge                          | 12430 Pescadero Creek Rd          | San Mateo           |    | 1 | 1 |
| San Mateo PD                         | 200 Franklin Pkwy                 | San Mateo           |    |   | 1 |
| First Five                           | 1700 S. El Camino Real, suite 405 | San Mateo           | 1  |   |   |
| Sheriff - Gang Task Force            | 1730 S. Amphlett Blvd, Ste 310    | San Mateo           | 1  |   |   |
| Health Systems - Alameda             | 1950 Alameda de las Pulgas        | San Mateo           | 2  |   |   |
| Health Systems - Alameda             | 2000 Alameda de las Pulgas        | San Mateo           | 5  |   |   |
| Youth Service Center                 | 222 Paul Scannell Dr              | San Mateo           | 21 | O | 1 |
| Receiving Home                       | 31 Tower Road                     | San Mateo           | 1  |   |   |
| Hazardous Waste                      | 32 Tower Road                     | San Mateo           | 1  |   |   |
| San Mateo County Elections & Records | 40 Tower Road                     | San Mateo           | 2  |   |   |
| Crime Lab                            | 50 Tower Road                     | San Mateo           | 1  |   |   |
| Health Dept - Tower Road             | 65 Tower Road                     | San Mateo           | 1  |   |   |
| Sheriff - Narcotics Task Force       | 3130 La Selva Ave. 2nd Fl         | San Mateo           | 1  |   |   |
| Women, Infants & Children            | 477 9th Ave                       | San Mateo           | 1  |   |   |
| Health Systems                       | 225 W 37th St.                    | San Mateo           | 6  | O |   |
| San Mateo Medical Center             | 222 W 39th St                     | San Mateo           | 15 | O | 1 |
| Mission Victims Center               | 1024 Mission Rd                   | San Mateo           | 2  |   |   |
| Human Services - South SF            | 1487 Huntington Ave               | South San Francisco | 1  | 1 | 1 |
| Health Clinic - SSF                  | 306 Spruce St                     | South San Francisco | 1  |   |   |
| North Muni Court                     | 1050 Mission Rd                   | South San Francisco | 1  |   | 1 |
| South San Francisco PD               | 33 Arroyo Dr                      | South San Francisco |    | O | 1 |
| Huddart Park Radio Site              | 1100 Kings Mountain Road          | Woodside            |    | 1 | 1 |