

**AMENDMENT #1 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CALtrol (FORMERLY KNOWN AS REDLINE PdM).**

THIS AMENDMENT TO THE AGREEMENT, entered into this 11th day of January, 2017, by and between the COUNTY OF SAN MATEO, and hereinafter called "County," and CALtrol, 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 July 1, 2014, the parties entered into an agreement (Resolution 073258) for the purpose of implementing a preventive maintenance program for the County's critical building equipment; and

WHEREAS, County and Contractor have agreed to mutual contract changes; and

WHEREAS, the parties wish to amend the agreement to extend the agreement to June 29, 2020; increase the not-to-exceed amount by \$300,000, for a new total fiscal obligation of \$600,000; and modify the scope of work to include the Maple Street Correctional Center into the preventive maintenance program.

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 herein 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 **Six Hundred Thousand Dollars (\$600,000)**.

2. Section 4 "Term and Termination", 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 July 1, 2014, through **June 29, 2020**.

This Agreement may be terminated by Contractor, the Director of the Department of Public Works, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as 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 materials. 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 portion, of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Original Exhibit A is replaced with Revised Exhibit A, (rev.12/28/2016):

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

Provide predictive maintenance services consisting of vibration, oil, flux coil and infrared testing, analysis, and reporting on various building equipment, **and at the Maple Street Correctional Facility (MSCF)**, as specified by the County, including, but not limited to, air handling units and their components, electric motors, chillers, cooling towers, electric switchgear, and transformers.

Other services may include on-site balancing and alignment.

Make recommendations to County on what equipment to incorporate into the PdM program by method.

Install accelerometers as necessary to allow for data gathering without equipment shut down on equipment designated by County.

Create a PdM Database. Perform baseline data collection and analysis. Perform regular monitoring and analysis. All PdM data is to be collected, stored and maintained by Caltrol.

Provide reports identifying all machines with identified faults indicating the appropriate corrective action required to remove the fault. The PdM analyst will notify responsible operations and maintenance personnel immediately when any

machine fault is noted that could jeopardize equipment operation or personnel safety. Reports will be distributed within five working days following completion of data acquisition. Provide summary reports of all equipment surveyed following each collection period.

Provide County unlimited access to online database and any necessary training to utilize the system.

Contractor will also provide other services such as parts and labor to install remote accelerometers and junction boxes on (45) assets from attached asset list at the MSCF. Price does not include applicable taxes and shipping charges.

Perform Quarterly Vibration collections and reporting on (66) additional assets from attached spreadsheet for the MSCF in Zone 1.

4. Original Exhibit B is amended to include the Maple Street Correctional facility:

Unit	Description	Estimated Time /Quantity	Unit Price	Total Price
1	Parts and Labor to install remote Accelerometers and Junction Boxes on 45 assets from attached asset list at MSCC facility. Price does not include applicable taxes and shipping charges.	45	\$1,200.00	\$54,000.00
1	Perform Quarterly Vibration collections and reporting on 66 additional assets from attached inventory list for new jail in Zone 1.	4	\$1,980.00	\$7,920.00
			TOTAL	\$61,920.00

See Attachment 1 for MSCF Asset Inventory.


Total Not to Exceed Amount:	\$300,000
Amendment One-MSCF:	\$61,920
Additional Preventive Maintenance Services	238,080
New Total Not-To-Exceed Amount:	\$600,000

5. All other terms and conditions of the Agreement dated July 1, 2014, 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:

CALTROL

COUNTY OF SAN MATEO



Contractor Signature

Michael J Threet, CFO
Caltrol Inc.

Contractor Name (please print)

By: _____
President, Board of Supervisors
County of San Mateo

Date _____

Date January 11, 2017

ATTEST:

By: _____
Clerk of Said Board

