

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CML CONSTRUCTION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 23rd day of October, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CML Construction, 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, the parties entered into an Agreement for the purpose of furnishing and installing steel detention doors at the Maple Street Correctional Center and Maguire Correctional Facility; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$15,705.05 and extend the term to June 30, 2019.

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 **One Hundred Five Thousand Four Hundred and Four Dollars and Ninety-Six Cents (\$105,404.96)**. 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 **March 6, 2018 through June 30, 2019.**

3. Original Exhibit A, Services, is replaced with Exhibit A, Services, (rev. October 2018).

Exhibit A
Services
(Revised October 2018)

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

1. Description of Services to be Performed by Contractor

- A. Contractor will furnish and install a total of 23 steel detention doors at the Maple Street Correctional Center and 2 steel detention doors at the Maguire Correctional Facility for a total of 25 steel detention doors.

1.) Inclusions:

- a.) Doors
- b.) Glazing
- c.) Hinges
- d.) Food Pass Lock
- e.) Strike
- f.) Painting and Priming of Doors

2.) Exclusions:

- a.) DPS
- b.) Jamb Mounted Lockset

4. Original Exhibit B, Payments and Rates is replaced with Exhibit B, Payments & Rates, (rev. October 2018).

Exhibit B
PAYMENTS & RATES
(Revised October 2018)

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:

I. Rates

A. Maple Street Correctional Center:

MATERIAL INFORMATION:			
Description	Quantity:	Unit Cost:	Total:
Detention 12ga Doors	23	\$990.31	\$22,777.13
Security Glazing	23	\$420.27	\$9,666.21
Food Pass with Lockset	23	\$647.56	\$14,893.88
Painting of Doors	23	\$276.44	\$6,358.12
	0	\$ -	\$
	0	\$ -	\$
	Material Subtotal:		\$53,695.34
	8.50%	Sales Tax:	\$4,564.10
		Sub Total:	\$58,259.44
	12%	Overhead & Profit	\$6,991.13
		Material Total:	\$65,250.58

LABOR INFORMATION:					
Classification:	Number of Workers:	Duration (Hours):	Total Hours:	Wage Rate:	Total:
Project Executive:	0	0	0.00	\$ 128.31	-
Project Manager:	1	16	16.00	\$ 121.58	\$1,945.29
Programmer / Software	0	0	0.00	\$ 135.63	-
Project Engineer:	1	16	16.00	\$ 129.73	\$2,075.72
Cad / Draftsman	0	0	0.00	\$ 97.83	-
Project General Superintendent:	1	16	16.00	\$ 129.79	\$2,076.59
Project Superintendent:	0	0	0.00	\$ 122.03	-
SEC Technician:	0	0	0.00	\$ 124.38	-
DEC Foreman:	1	68	68.00	\$ 109.69	\$7,458.82
DEC Journeyman:	1	68	68.00	\$ 102.98	\$7,002.72
DEC Apprentice:	0	0	0.00	\$ 98.64	-
Electronics Shop Technician:	0	0	0.00	\$ 85.47	-
	0	0	0.00	\$ -	-
Total # of Workers:	5	Total Hours:	184	Labor Subtotal:	\$20,559.15
				Sub-total:	\$20,559.15
				Profit:	\$2,467.10
				Total:	\$23,026.24

SUMMARY INFORMATION			
		Labor Total:	\$23,026.24
		Material Total:	\$65,250.58
		Equipment Total:	\$1,199.40
		Subcontractor Total:	-
		Sub Total:	\$89,476.22
		Insurance:	\$223.69
		Sub Total:	\$89,699.91
		Bond:	-
		Grand Total:	\$89,699.91
TOOLS & EQUIPMENT INFORMATION:			
Description	Qty:	Unit Cost:	Total:
Tools and Consumables	1	\$987.00	\$987.00
	0	\$ -	\$
	0	\$ -	\$
	Equipment Sub Total:		\$987.00
	8.50%	Sales Tax:	\$83.90
		Sub Total:	\$1,070.90
		12% Overhead & Profit:	\$128.51
		Equipment Total:	\$1,199.40

B. Maguire Correctional Facility

Description	QTY	Unit Cost	Total
Material Information			
Detention Grade Door	2	\$2,484.00	\$4,968.00
110-02 RHBS Sothern Folger lock	2	\$986.00	\$1,972.00
A1362 hinge	6	48.60	\$291.60
Glazing Poly clad	2	786.00	\$1,572.00
		8.5% Sales Tax	\$748.31
		15% Overhead & Profit	\$1,432.79
		Material Total	\$10,984.69
Description	QTY	Unit Cost	Total
Tools & Equipment Information			
Consumables	1	\$285.00	\$285.00
Equipment rental	1	\$198.00	\$198.00
Freight	1	\$1,275.00	\$1,275.00
		Equipment Sub Total:	\$1,758.00
		8.5% Sales Tax	\$149.43
		15% Overhead & Profit	\$286.11
		Equipment Total	\$2,193.54
		Labor Total:	\$2,428.49
		GRAND TOTAL	\$15,705.05

II. Payment

A. Invoicing Procedures.

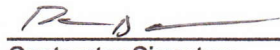
1.) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- Agreement number
- Time period covered
- Detailed statement of services/work completed for the invoiced period

B. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$105,404.96**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

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

For Contractor: **CML CONSTRUCTION**


Contractor Signature

10/4/18
Date

RON GREEN
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board