

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

THIS AMENDMENT ON 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 Security Camera Upgrade and Construction services; and

WHEREAS, the parties amended the Agreement in June 2018 by increasing the not-to-exceed amount by \$42,240.58

WHEREAS, the parties wish to make a second amendment to the Agreement by increasing the not-to-exceed amount by \$110,413.32 and extending 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 hereby deleted in its entirety and replaced with the following:
 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 **Two Hundred Seventy Thousand Six Hundred Fifty-Three Dollars and Ninety Cents (\$270,653.90)**. 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 hereby deleted in its entirety and replaced with the following:
 4. **TERM**
Subject to compliance with all terms and conditions, the term of this Agreement shall be from **January 1, 2018 through June 30, 2019**.
3. The original "Exhibit A" to the agreement is hereby deleted in its entirety and replaced with "Exhibit A (Revised October 2018)", attached hereto and incorporated herein by reference.

4. The original "Exhibit B" to the agreement is hereby deleted in its entirety and replaced with "Exhibit B (Revised October 2018)", attached hereto and incorporated herein by reference.
5. **All other terms and conditions of the agreement dated December 21, 2017, not in conflict with this amendment or Amendment One (June 2018), 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: CML CONSTRUCTION

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A
(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. Provide upgraded camera coverage of the Maple Street Correctional Center Culinary Kitchen
- 1.) Inclusions:
 - a.) Furnish and install 6 new 1080p cameras
 - b.) Furnish and install 13 Bosch IP Dome camera
 - c.) Provide and install one 24 port POE switch
 - d.) Provide new CAT6 wiring and connections
 - e.) Furnish and install new conduit, wire cabling as required
 - f.) 13 months of CCTV recording storage
 - g.) Programming as required to bring into VMS and Touchscreen
 - 2.) Exclusions
 - a.) Bond, fees, permits, or other assessment
 - b.) Painting, caulking of any kind
 - c.) Conduit beyond nearest ceiling space
 - d.) New network switch, assuming there are spare ports
- B. Provide upgraded camera coverage of the Maple Street Correctional Center Recreational Yards
- 1.) Inclusions:
 - a.) Furnish and install 12 cameras
 - b.) Furnish and install camera licensing
 - c.) Provide and pull cat 6 cable
 - 2.) Exclusions:
 - a.) Bond, fees, permits, or other assessment
 - b.) Painting, caulking of any kind
 - c.) Conduit beyond nearest ceiling space
- C. Provide upgraded camera coverage of designated areas on the exterior of the Maguire Correctional Facility
- 1.) Inclusions:
 - a.) Provide and install 4 fixed Dome cameras in designated areas on exterior of MCF
 - b.) Run cat 5 cable to complete connection from Camera to existing
 - c.) Provide conduit as need
 - 2.) Exclusions
 - a.) Bond, fees, permits, or other assessment
 - b.) Painting, caulking of any kind
 - c.) Conduit beyond nearest ceiling space
- D. Upgrade the interview rooms located on the second and third floor to accommodate attorney visiting
- 1.) Inclusions:
 - a.) Move 2 intercoms and replace with intercoms containing mute buttons
 - b.) Add 1 new intercom with mute button
 - c.) Furnish and install Trussdek in 15 x 15 room
 - d.) Add 1 new detention door & frame (non-fire rated) with 10120 lockset
 - e.) Add 1 new security lite fixture
 - f.) All materials and labor required for installation of products mentioned above

2.) Exclusions:

- a.) Demolition of any kind, painting of finish products, HVAC, plumbing scope of any kind

E. Provide sound absorption/retention qualities to contact and non-contact visiting rooms

1.) Inclusions:

- a.) Add sound dampening at 12 visitation booths, install new frames and glazing in two visitation booths
- b.) Furnish and install sound deadening material on major walls, floor and ceilings
- c.) Replace 2 window frames and glazing in attorney rooms to match visitation rooms

2.) Exclusions:

- a.) Bond, fees, permits, or other assessment
- b.) Painting, caulking of any kind

F. All new work will be covered under the existing maintenance contract (No. 300000-17-R075317) with CML Security at no additional cost.

Security Camera Coverage of MSCC Recreation Yard

LABOR INFORMATION:			
Classification:	Total Hours:	Wage Rate:	Total:
Project Executive:	0.00	\$ 128.31	\$ -
Project Manager:	2.00	\$ 121.58	\$ 243.16
Programmer / Software Developer:	8.00	\$ 135.63	\$ 1,085.08
Project Engineer:	0.00	\$ 129.73	\$ -
Cad / Draftsman	0.00	\$ 97.83	\$ -
Project General Superintendent:	0.00	\$ 129.79	\$ -
Project Superintendent:	0.00	\$ 122.03	\$ -
SEC Technician:	152.00	\$ 124.38	\$ 18,906.43
DEC Forman:	0.00	\$ 109.69	\$ -
DEC Journeyman:	0.00	\$ 102.98	\$ -
DEC Apprentice:	0.00	\$ 98.64	\$ -
Electronics Shop Technician:	0.00	\$ 85.47	\$ -
	0.00	\$ -	\$ -
Total # of Workers:	162	Labor Subtotal:	\$ 20,234.67
		Sub Total:	\$ 20,234.67
	15%	Profit:	\$ 3,035.20
		Labor Total:	\$ 23,269.87

MATERIAL INFORMATION:				
Model / Part #:	Description:	Quantity:	Unit Cost:	Total:
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
	Bosch dome cameras	12	\$ 689.00	\$ 8,268.00
	Cameras liscenses	12	\$ 311.00	\$ 3,732.00
	Cameras liscenses	1	\$ 1,162.00	\$ 1,162.00
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
			Material Subtotal:	\$ 13,162.00
		8.50%	Sales Tax:	\$ 1,118.77
			Sub Total:	\$ 14,280.77
		15%	verhead & Profit	\$ 2,142.12
			Material Total:	\$ 16,422.89

TOOLS & EQUIPMENT INFORMATION:				
Model / Part #:	Description:	Qty:	Unit Cost:	Total:
	Lift rental	5	\$ 326.00	\$ 1,630.00
	Consumables	1	\$ 200.00	\$ 200.00
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
			Equipment Sub Total:	\$ 1,830.00
		8.50%	Sales Tax:	\$ 155.55
			Sub Total:	\$ 1,985.55
		15%	erhead & Profit:	\$ 297.83
			Equipment Total:	\$ 2,283.38

SUMMARY INFORMATION:	
Labor Total:	\$ 23,269.87
Material Total:	\$ 16,422.89
Equipment Total:	\$ 2,283.38
Subcontractor Total:	\$ -
Sub Total:	\$ 41,976.13
0.63% Insurance:	\$ 264.45
Sub Total:	\$ 42,240.58
0.00% Bond:	\$ -
Rec Yard Total:	\$ 42,240.58

Visitation Area Equipment

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 Developer:	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	4	4.00	\$ 129.79	\$ 519.15
Project Superintendent:	0	0	0.00	\$ 122.03	\$ -
SEC Technician:	1	40	40.00	\$ 124.38	\$ 4,975.38
DEC Forman:	1	40	40.00	\$ 109.69	\$ 4,387.54
DEC Journeyman:	1	40	40.00	\$ 102.98	\$ 4,119.25
DEC Apprentice:	0	0	0.00	\$ 98.64	\$ -
Electronics Shop Technician:	1	4	4.00	\$ 85.47	\$ 341.88
Total # of Workers:	7	Total Hours:	160	Labor Subtotal:	\$ 18,364.21
				Sub Total:	\$ 18,364.21
			12%	Profit:	\$ 2,203.71
				Labor Total:	\$ 20,567.92
MATERIAL INFORMATION:					
Model / Part #:	Description:	Quantity:	Unit Cost:	Total:	
	Detention 12ga Door and Frame	1	\$ 2,200.00	\$ 2,200.00	
	Security Glazing	1	\$ 420.27	\$ 420.27	
	Intercoms with Mute Buttons	3	\$ 192.00	\$ 576.00	
	Headend for New Intercoms	1	\$ 305.00	\$ 305.00	
	10120 Lockset	1	\$ 1,225.00	\$ 1,225.00	
	Door Hardware (Hinges, Closer, Pulls, DPS)	1	\$ 500.00	\$ 500.00	
	IO for Additional Door Control	1	\$ 205.00	\$ 205.00	
	Security Ceiling	225	\$ 30.00	\$ 6,750.00	
			Material Subtotal:	\$ 12,181.27	
			8.75%	Sales Tax:	\$ 1,065.86
				Sub Total:	\$ 13,247.13
			12%	Overhead & Profit:	\$ 1,586.00
				Material Total:	\$ 14,833.13
TOOLS & EQUIPMENT INFORMATION:					
Model / Part #:	Description:	Qty:	Unit Cost:	Total:	
	Tools and Consumables	1	\$ 1,195.00	\$ 1,195.00	
			Equipment Sub Total:	\$ 1,195.00	
			8.75%	Sales Tax:	\$ 104.56
				Sub Total:	\$ 1,299.56
			12%	Overhead & Profit:	\$ 155.59
				Equipment Total:	\$ 1,455.15
SUMMARY INFORMATION:					
				Labor Total:	\$ 20,567.92
				Material Total:	\$ 14,833.13
				Equipment Total:	\$ 1,455.15
				Subcontractor Total:	\$ -
				Sub Total:	\$ 36,856.20
			0.25%	Insurance:	\$ 92.06
				Sub Total:	\$ 36,948.26
				\$	\$ -

Sound Deadening and Frame Replacement for Visitation Booths

LABOR INFORMATION					
Classification:	Number of Workers:	Duration (Hours):	Total Hours:	Wage Rate:	Total:
Project Executive:	0	0	0.00	\$ 128.31	\$ -
Project Manager:	1	8	8.00	\$ 121.58	\$ -
Programmer / Software Developer:	0	0	0.00	\$ 135.63	\$ -
Project Engineer:	0	0	0.00	\$ 129.73	\$ -
Cad / Draftsman	0	0	0.00	\$ 97.83	\$ -
Project General Superintendent:	0	0	0.00	\$ 129.79	\$ -
Project Superintendent:	0	0	0.00	\$ 122.03	\$ -
SEC Technician:	0	0	0.00	\$ 124.38	\$ -
DEC Forman:	0	0	0.00	\$ 109.69	\$ -
DEC Journeyman:	2	40	80.00	\$ 102.98	\$ -
DEC Apprentice:	0	0	0.00	\$ 98.64	\$ -
Electronics Shop Technician:	0	0	0.00	\$ 85.47	\$ -
	0	0	0.00	\$ -	\$ -
Total # of Workers:	3	Total	88	Labor Subtotal	\$
				Sub Total:	\$
				15%	\$
				Pr	\$
MATERIAL INFORMATION					
Model / Part #:	Description:	Quantity:	Unit Cost:	Total:	
		0	\$ -	\$ -	
	Sound barrier composite	3,020	\$ 7.50	\$ -	
	Adhesive	1	\$ 500.00	\$ -	
	Carpet	650	\$ 10.00	\$ -	
	Frames	2	\$ 569.00	\$ -	
	Glazing	2	\$ 1,275.00	\$ -	
		0	\$ -	\$ -	
				Material	\$
			8.75	Sales	\$
				Sub Total:	\$
			15%	Overhead & Profit	\$
				Material Total:	\$
TOOLS & EQUIPMENT INFORMATION					
Model / Part #:	Description:	Qty:	Unit Cost:	Total:	
	Small Tools	1	\$ 317.78	\$ -	
	Consumables	1	\$ 529.64	\$ -	
				Equipment Sub	\$
			8.75	Sales	\$
				Sub Total:	\$
			15%	Overhead & Profit:	\$
				& Profit:	\$
SUMMARY INFORMATION					
				Lab	\$ 10,592.81
				or Total:	\$ 41,680.84
				Material	\$ 1,059.49
				Total:	\$ -
				Equipment	\$ 53,333.14
				Total:	\$ 362.08
				Subcontract	\$ 53,695.22
				or Total:	\$ -
				Sub Total:	\$
Total for Sound Deadening and Frame Replacement: \$					53,695.22

MCF Exterior Cameras

Classification:	Number of Workers:	Duration (Hours):	Total Hours:	Wage Rate:	Total:		
Project Executive:	0	0	0.00	\$ 128.31	-		
Project Manager:	1	1	1.00	\$ 121.58	121.58		
Programmer / Software Developer:	1	2	2.00	\$ 135.63	271.27		
Project Engineer:	0	0	0.00	\$ 129.73	-		
Cad / Draftsman	0	0	0.00	\$ 97.83	-		
Project General Superintendent:	0	0	0.00	\$ 129.79	-		
Project Superintendent:	0	0	0.00	\$ 122.03	-		
SEC Technician:	2	60	120.00	\$ 124.38	14,926.13		
DEC Forman:	0	0	0.00	\$ 109.69	-		
DEC Journeyman:	0	0	0.00	\$ 102.98	-		
DEC Apprentice:	0	0	0.00	\$ 98.64	-		
Electronics Shop Technician:	0	0	0.00	\$ 85.47	-		
	0	0	0.00	\$ 143.95	-		
Total # of Workers:		4	Total Hours:	123	Labor Subtotal:	15,318.98	
					Sub Total:	15,318.98	
					15%	Profit:	2,297.85
					Labor Total:	17,616.82	

Material

Description:	Quantity:	Unit Cost:	Total:
7000HD VG5-7230-EPR5 Bosch ptz camera	4	\$ 3,662.00	14,648.00
7000VR Starlight Bosch dome camera	4	\$ 1,351.00	5,404.00
Bosch camera liscence	8	\$ 300.00	2,400.00
Auto Dome pipe mount	4	\$ 192.80	771.20
24 port brocade switch	1	\$ 2,250.00	2,250.00
Cat 5 Cable	3	\$ 525.00	1,575.00
Conduit	1	\$ 450.00	450.00
	0	\$ -	-
	0	\$ -	-
	0	\$ -	-
	0	\$ -	-
Material Subtotal:			27,498.20
8.50% Sales Tax:			2,337.35
Sub Total:			29,835.55
30% Overhead & Profit:			8,950.66
Material Total:			38,786.21

Tools and Equipment

Description:	Qty:	Unit Cost:	Total:
Consumables	1	\$ 450.00	450.00
Lift rentals	4	\$ 485.00	1,940.00
	0	\$ -	-
	0	\$ -	-
	0	\$ -	-
	0	\$ -	-
Equipment Sub Total:			2,390.00
8.50% Sales Tax:			203.15
Sub Total:			2,593.15
15% Overhead & Profit:			388.97
Equipment Total:			2,982.12

SUMMARY INFORMATION:

Labor Total:	\$	17,616.82
Material Total:	\$	38,786.21
Equipment Total:	\$	2,982.12
Subcontractor Total:	\$	-
<i>Sub Total:</i>	\$	59,385.16
0.63% Insurance:	\$	374.13
<i>Sub Total:</i>	\$	59,759.28
0.00% Bond:	\$	-
Grand Total:	\$	59,759.28

Culinary Kitchen

Classification:	Number of Workers:	Duration (Hours):	Total Hours:	Wage Rate:	Total:
Project Executive:	0	0	0.00	\$ 128.31	-
Project Manager:	1	2	2.00	\$ 121.58	243.16
Programmer / Software Developer:	1	4	4.00	\$ 135.63	542.54
Project Engineer:	0	0	0.00	\$ 129.73	-
Cad / Draftsman	0	0	0.00	\$ 97.83	-
Project General Superintendent:	0	0	0.00	\$ 129.79	-
Project Superintendent:	0	0	0.00	\$ 122.03	-
DEC Technician:	2	75	150.00	\$ 124.38	18,657.66
DEC Forman:	0	0	0.00	\$ 109.69	-
DEC Journeyman:	0	0	0.00	\$ 102.98	-
DEC Apprentice:	0	0	0.00	\$ 98.64	-
Electronics Shop Technician:	0	0	0.00	\$ 85.47	-
	0	0	0.00	\$ -	-
Total # of Workers:	4	Total Hours:	156	Labor Subtotal:	19,443.36
				<i>Sub Total:</i>	19,443.36
				15% Profit:	2,916.50
				Labor Total:	22,359.86

MATERIAL INFORMATION:

Description:	Quantity:	Unit Cost:	Total:
			-
			-
			-
			14,300.00
Bosch Camera, with liscensing	13	\$ 1,100.00	3,510.00
24 port p.o.e. switch	1	\$ 3,510.00	2,683.00
Cat 6 cable	1	\$ 2,683.00	-
	0	\$ -	-
	0	\$ -	-
	0	\$ -	-
	0	\$ -	-
			20,493.00
		Material Subtotal:	1,741.91
		8.50% Sales Tax:	22,234.91
		<i>Sub Total:</i>	3,335.24
		15% verhead & Profit	25,570.14
		Material Total:	25,570.14

TOOLS & EQUIPMENT INFORMATION:			
Description:	Qty:	Unit Cost:	Total:
Consumables	1	\$ 285.00	285.00
Lift rental	6	\$ 198.00	1,188.00
conduit	1	\$ 456.00	456.00
	0	\$ -	-
	0	\$ -	-
	0	\$ -	-
Equipment Sub Total:			1,929.00
8.50% Sales Tax:			163.97
Sub Total:			2,092.97
15% Overhead & Profit:			313.94
Equipment Total:			2,406.91

SUMMARY INFORMATION:	
Labor Total:	\$ 22,359.86
Material Total:	\$ 25,570.14
Equipment Total:	\$ 2,406.91
Subcontractor Total:	\$ -
Sub Total:	\$ 50,336.91
0.63% Insurance:	\$ 317.12
Sub Total:	\$ 50,654.04
0.00% Bond:	\$ -
Grand Total:	\$ 50,654.04

2. 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 **\$270,653.90**. 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.