

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
JOHNSON CONTROLS INC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 12 day of March, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Johnson Controls 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, the parties entered into an Agreement for upgrading and installation services for the County of San Mateo's Cardkey Security System on April 10, 2018; and

WHEREAS, the parties wish to amend the Agreement to upgrade 600 legacy ProxPro card readers at County facilities and replace 9,000 Prox Cardkeys to 9,000 iClass Seos/Prox Cardkeys; and

WHEREAS, the parties wish to amend the Agreement to increase the not-to-exceed amount by \$245,962.50, for a new, not-to-exceed of \$716,693.50; and

WHEREAS, the parties wish to amend the Agreement to extend the term through June 30, 2020.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Section 3 paragraph 1 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 Seven Hundred Sixteen Thousand Six Hundred Ninety-Three and 50/100 dollars (\$716,693.50). 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 is added to the agreement to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1st, 2018 through June 30, 2020.

3. Original Exhibit A, dated April 10, 2018, is amended to include the following scope of work:

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

Johnson Controls Inc., (JCI) shall provide the necessary material, installation, terminations, programming and testing of Cardkey upgrades, Card Reader hardware upgrades, and Card Reader Firmware upgrade for the County of San Mateo.

Cardkey Upgrades:

- o (9,000) iClass Seos/Prox Cardkeys
- o Upgrade (600) legacy ProxPro card readers at County Facilities to new HID RP40 Multiclass Card Readers.
- o Update readers to disable Prox Cardkey access once Cardkey readers for all facilities have been replaced, in coordination with the County's Cardkey Manager and facility coordinator.

Clarifications:

1. Elevator card readers shall be replaced by an elevator contractor. The County of San Mateo shall coordinate elevator contractor scheduling. JCI shall provide support as needed.
2. Existing Access Control Equipment Enclosures to be reused and/or repurposed.
3. The County shall provide network connectivity to JCI as needed.
4. The Contractor shall coordinate with the County's Cardkey Manager and the Facilities Services Manager, or their designee, times to access the facility to complete services prior to work commencing.

Work shall be performed Monday – Friday from 7:00 am to 4:00 pm. All JCI personnel must successfully complete a security background check as determined by the County of San Mateo prior to working on JCI's access control system. JCI personnel must also provide a photo ID and identification as a JCI contractor/employee.

Contractor shall provide ACAD drawings (to scale) showing placement of panels/readers/other security systems (e.g., window breaks, panics, etc.), with names of devices. Contractor shall also provide a spreadsheet inventory list of devices at the site/building (including device name (including device name (P2000 naming convention), location, id #, etc.)

Additional services outside of those described must be authorized by the County's representative in writing prior to commencing work. Charges for work performed by the Contractor not authorized in writing by County will not be paid.

4. Original Exhibit B, dated April 10, 2018, is amended to include payment for the additional scope of work described in Section 5 listed above.

In consideration of 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:

- Cost for services under the amended scope of work under this amendment is \$245,962.50. Total payment for services under this agreement shall not exceed \$716,693.50.

- Payment will be paid upon satisfactory completion of services and receipt of invoice, in proportion to the percentage of work performed. Work is considered complete based on the following:
 - All readers/panels/power supplies in a site/building are upgraded and tested.
 - ACAD drawings (to scale) showing placement of panels/readers/other security systems (e.g., window breaks, panics, etc.), with names and location of devices.
 - As-Built drawings shall be provided as each building is completed or each section is completed.
 - Spreadsheet inventory list of devices at the site/building (including device name (P2000 naming convention), location, id #, etc.)

A Schedule of Values (list of sites and number of card readers at each site), a card reader upgrade schedule, and a revised Security Upgrade Schedule is attached and included in this amendment.

Cardkeys:

iClass Seos/Prox Combo Cardkeys Material Cost (9,000 at \$7.00 each). Can be purchased in increments of 100.

Materials	\$63,000
Material Tax (8.75%)	\$5,512.50
Total Cost:	\$68,512.50

Existing Legacy Card Reader Upgrade Investment

Materials	\$108,000.00
Material Tax (8.75%)	\$ 9,450.00
Labor	\$ 60,000.00
Total:	\$177,450.00

Payment will be made within 30 days of receipt in San Mateo County Department of Public Works Accounting Section of written itemized invoice identifying the Agreement Number, complete scope of work, specific work completed, location of work, and breakdown of charges.

Invoices are to be submitted to:

Department of Public Works
Accounting Unit
555 County Center, 5th Fl.
Redwood City, CA 94063

In any event, the total payment for services of Contractor shall not exceed \$716,693.50 and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Prevailing Wage:

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations

pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

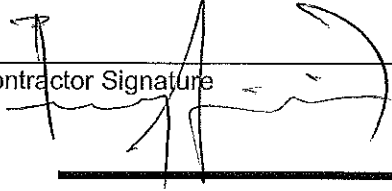
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

- 5. All other terms and conditions of the agreement dated April 10, 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: **Johnson Controls Inc.**


Contractor Signature

02/27/19
Date

Froy Aparicio
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

