

**AMENDMENT NUMBER 1 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND MESA ENERGY SYSTEMS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of ____ 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mesa Energy Systems, 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 County of San Mateo, Information Services Department (ISD) provides support to the critical cooling and power systems infrastructure namely: Uninterruptible Power Supply (UPS), Heating, Ventilation, and Air Conditioning (HVAC), Direct Current (DC) inverters and batteries, and generator power systems at 49 locations throughout the County; and

WHEREAS, on May 15, 2017, ISD issued a Request for Proposals (RFP) to identify one vendor with extensive experience and availability of local personnel and resources for the purpose of providing support and maintenance services to the County's critical cooling and power systems infrastructure; and

WHEREAS, on November 21, 2017, the Board of Supervisors approved Resolution Number 075592 authorizing an Agreement with Contractor to provide critical cooling, power systems support and maintenance services, for the term of November 21, 2017 through November 20, 2020, in an amount not to exceed \$536,922; and

WHEREAS, ISD requests that the Board extend the term through November 20, 2022, and increase the Agreement amount by \$293,432 in an amount not to exceed \$830,354. Contractor's ongoing support and maintenance services maintain the County's critical cooling and power systems infrastructure. In extending the contract, ISD aims to reduce maintenance issues, avoid costly repairs, and prevent breakdown of essential equipment.

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 work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed EIGHT HUNDRED THIRTY THOUSAND THREE

HUNDRED FIFTY-FOUR DOLLARS (\$830,354). 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 Agreements is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 21, 2017, through November 20, 2022.

3. Original Exhibit A and Original Exhibit B are hereby replaced in their entirety with Revised Exhibit A (Rev. 09/09/2020) and Revised Exhibit B (Rev. 09/09/2020), copies of which are attached hereto and incorporated into the Agreement by this reference.
4. **All other terms and conditions of the Agreement dated November 21, 2017, 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: Mesa Energy Systems, Inc.


Contractor Signature

09 / 24 / 2020
Date

GREG EILER
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Revised Exhibit A (rev. 09/09/2020)

SERVICES

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

Description of Services to be provided by Contractor

Term: November 21, 2017 – November 20, 2020

Year One: November 21, 2017- November 20, 2018

Year Two: November 21, 2018 – November 20, 2019

Year Three: November 21, 2019 – November 20, 2020

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 (VLRA) 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 shall 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 shall be handled within a four-hour timeframe, unless otherwise authorized by County. With each request, an appropriate technician shall be selected, and an estimated time of arrival shall 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 shall be required to maintain and provide on-site detailed equipment logs, describing all activities performed on each unit under proposer's care. Method of procedure (MOP) for service requests may not disrupt the function of the critical system it is pertinent to. MOP documents shall be presented to, reviewed and approved by County prior to commencement of services.

MOPs shall be required for the following equipment (critical power and cooling equipment. Contractor shall 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 covered under this agreement.

Breakdown of Items:

| Item Description | Quantity |
|-------------------------------|----------|
| Number of Location Sites | 113 |
| UPS (Single Phase) | 148 |
| UPS (Three Phase) | 9 |
| DC Plants (Inverters / Piles) | 43 |
| HVAC units (A/C & Cond) | 29 |
| Generators | 11 |

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

See Attachment A for site breakdown.

Revised Exhibit A (rev. 09/09/2020)

SERVICES

In consideration of the payments set forth in Revised Exhibit B, Contractor shall provide the following services for the County of San Mateo:

Description of Services to be provided by Contractor

Term: November 21, 2020 – November 20, 2022

Year Four: November 21, 2020- November 20, 2021

Year Five: November 21, 2021 – November 20, 2022

CRITICAL HVAC SYSTEMS

Filter Service

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

Preventive/Predictive Maintenance Inspection

- 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 (VLRA) 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 shall 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 shall be handled within a four-hour timeframe, unless otherwise authorized by County. With each request, an appropriate technician shall be selected, and an estimated time of arrival shall 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 shall be required to maintain and provide on-site detailed equipment logs, describing all activities performed on each unit under proposer's care. Method of procedure (MOP) for service requests may not disrupt the function of the critical system it is pertinent to. MOP documents shall be presented to, reviewed and approved by County prior to commencement of services.

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

- UPS Systems & Three Phase
 - APC Symmetra PX UPS systems (Three Phase)
 - APC Smart-UPS system 30kVA (Three 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)
 - Marvaair 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 49 locations throughout San Mateo County that have equipment covered under this agreement.

Breakdown of Items:

| Item Description | Quantity |
|-------------------------------|----------|
| Number of Location Sites | 49 |
| UPS (Three Phase) | 9 |
| DC Plants (Inverters / Piles) | 45 |
| HVAC Units (A/C & Cond) | 28 |
| Generators | 11 |

See Attachment A, Term: November 21, 2020- November 20, 2022 , Summary of Site Locations

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

Any additional services and change orders, requested and approved by the County, not included in this Agreement, shall be quoted on as needed basis. Any additional services and change orders will be submitted by the Contractor and must be pre-approved by the Chief Information Officer (CIO), or CIO's designee in writing, prior to commencing work.

If the County requests and approves additional services not included in this Agreement, the prices indicated in this Agreement shall be the basis of the quote submitted by the Contractor to the County. Once approved an Amendment shall be created to include those approved additional services.

The methods and techniques used to provide the services indicated herein to the County are within the Contractor's discretion, but subject to the County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services are left to the Contractor's discretion provided that the Contractor coordinates with County Information Services Department as needed.

Revised Exhibit B (rev. 09/09/2020)

PAYMENTS, RATES AND INVOICING

In consideration of the services provided by Contractor described in Revised Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Term: November 21, 2017 – November 20, 2020

Year One: November 21, 2017- November 20, 2018

Year Two: November 21, 2018 – November 20, 2019

Year Three: November 21, 2019 – November 20, 2020

Year One

| | |
|-----------------------------|---------------------|
| HVAC: | \$8,963.00 |
| 1 Ø UPS: | \$27,455.00 |
| 3 Ø UPS: | \$45,734.00 |
| DC Inverters/Battery Piles: | \$28,563.00 |
| Generators: | \$40,167.00 |
| Year One Total: | \$150,882.00 |
| As Needed Repairs: | \$25,000.00 |

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: | \$40,673.00 |
| Year Two Total: | \$153,902.00 |
| As Needed Repairs: | \$25,000.00 |

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: | \$41,217.00 |
| Year Three Total: | \$157,138.00 |
| As Needed Repairs/Services: | \$25,000.00 |

Total Amount for Term: November 21, 2017 – November 20, 2020: \$536,922

Term: November 21, 2020 – November 20, 2022

Year Four: November 21, 2020- November 20, 2021

Year Five: November 21, 2021 – November 20, 2022

Year Four

| | |
|------------------------------------|---------------------|
| HVAC: | \$9,994.00 |
| 3 Ø UPS: | \$48,613.00 |
| DC Inverters/Battery Piles: | \$30,452.00 |
| Generators: | \$30,443.00 |
| Year Four Total: | \$119,502.00 |
| As Needed Repairs/Services: | \$25,000.00 |

Year Five

| | |
|------------------------------------|---------------------|
| HVAC: | \$10,344.00 |
| 3 Ø UPS: | \$50,314.00 |
| DC Inverters/Battery Piles: | \$31,518.00 |
| Generators: | \$31,754.00 |
| Year Five Total: | \$123,930.00 |
| As Needed Repairs/Services: | \$25,000.00 |

Total Amount for Term: November 21, 2020 – November 20, 2022: \$293,432

Summary of Amount:

Total Amount for Term: November 21, 2017 – November 20, 2020: \$536,922

Total Amount for Term: November 21, 2020 – November 20, 2022: \$293,432

Total Amount for Term: November 21, 2017 – November 20, 2022: \$830,354

Amount includes all labor, materials, tools, travel time, equipment rentals and subcontractors. The not to exceed amount includes a As Needed Repairs/Services. Any additional services and change orders, requested and approved by the County, not included in this Agreement, shall be quoted on as needed basis. Any additional services and change orders will be submitted by the Contractor and must be pre-approved by the Chief Information Officer (CIO), or CIO's designee in writing, prior to commencing work.

In the event, there is a need for repairs/services that are out of scope. Contractor shall submit to the County a quote based on the labor rates indicated below:

As Needed Repairs/Services Rates: Labor Rates for Non-Agreement Based Work**Critical Cooling, Critical UPS, and DC Power Plants**

| Straight Time 7am to 5pm | Overtime and Weekend Time | Holiday Double Time | Truck Charge |
|-------------------------------------|--------------------------------------|----------------------------|---------------------|
| \$169 per hour | \$220 per hour | \$285 per hour | \$95 |

Critical Generators

| Straight Time 7am to 5pm | Overtime and Weekend Time | Holiday Double Time | Truck Charge |
|-------------------------------------|----------------------------------|----------------------------|---------------------|
| \$140per hour | \$210 per hour | \$280 per hour | \$0 |

Total Not to Exceed Amount for this Agreement is \$830,354.

INVOICING

Prior to sending an invoice, Contractor shall seek the approval of the designated ISD Point of Contact (POC) for this engagement for completed as needed repairs/services. Once approval has been secured, Contractor shall send an invoice reflecting completed services together with the written approval from ISD POC. Invoice date shall reflect the date ISD POC approved completed services.

The County shall submit payment within net thirty (30) days of receipt of invoice, for services rendered conditioned upon the approval of services performed during the billing cycle.

Each invoice submitted must include the following information, at a minimum:

- Invoice Number and Date
- Agreement Number and/or Purchase Order Number
- Detailed statement of actual services

- All submitted invoice are subject to a written approval and acceptance by the designated ISD POC based on actual services completed as indicated on the invoice
- Breakdown of labor, materials and taxes (when applicable)
- Total amount of invoice

Invoices must be sent to ISD-Vendor-Invoices@smcgov.org. Processing time may be delayed if invoices are not submitted electronically and without written approval from designated ISD POC.

In any event, the total payment for services of Contractor shall not exceed **\$830,354** 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.

Attachment A: Term: November 21, 2020 - November 20, 2022 , Summary of Site Locations

| Site Name | | Address | | UPS(3ø) | HVAC | Generator | DC |
|-----------|-----------------------|----------------------------------|----------------|---------|------|-----------|----|
| | <u>Street</u> | | <u>City</u> | | | | |
| <u>1</u> | Atherton PD | 91 Ashfield Rd | Atherton | | | | 1 |
| <u>2</u> | H.S.A. Davis | 1 Davis Drive | Belmont | 1 | 4 | | |
| <u>3</u> | Harbor Bldg C | 400 Harbor Blvd, Bldg C | Belmont | 2 | 3 | | 1 |
| <u>4</u> | Harbor Bldg E | 400 Harbor Blvd, Bldg E | Belmont | | 1 | | |
| <u>5</u> | Quarry | 550 Quarry Road | Belmont | | 1 | | |
| <u>6</u> | Belmont PD | 1 Twin Pines Ln #160 | Belmont | | | | 1 |
| <u>7</u> | Brisbane Ice House | 3355 Bayshore Blvd | Brisbane | | 1 | X | 1 |
| <u>8</u> | Burlingame FS 35 | 2832 Hillside Drive | Burlingame | | | | 1 |
| <u>9</u> | Burlingame PD | 1111 Trousdale Dr | Burlingame | | | | 1 |
| <u>10</u> | Mills Peninsula Hospi | 1501 Trousdale Dr | Burlingame | | | | 1 |
| <u>11</u> | Colma PD | 1199 El Camino Real | Colma | | | | 1 |
| <u>12</u> | Human Services - OIC | 271 92nd Street | Daly City | | 1 | | 1 |
| <u>13</u> | Daly City PD | 333 90th St | Daly City | | | | 1 |
| <u>14</u> | Reservior 5 | 515 Westmoor Ave | Daly City | | | | 1 |
| <u>15</u> | County Civic Building | 2415 University Ave | East Palo Alto | | | | 1 |
| <u>16</u> | Foster City TCI Radio | 3470 E 3rd Ave | Foster City | | 1 | X | 1 |
| <u>17</u> | Foster City PD | 1030 E Hillsdale Blvd | Foster City | | | | 1 |
| <u>18</u> | Half Moon Bay PD | 537 Kelly Ave | Half Moon Bay | | | | 1 |
| <u>19</u> | Hillsborough PD | 1600 Floribunda Ave | Hillsborough | | | | 1 |
| <u>20</u> | La Honda Radio Site | 415 Sears Ranch Road | La Honda | | 1 | X | 1 |
| <u>21</u> | Rolph Mtn Radio Site | 20000 Skyline Blvd | Los Gatos | | 1 | X | 1 |
| <u>22</u> | Menlo Park PD | 701 Laurel St | Menlo Park | | | | 1 |
| <u>23</u> | Menlo Park Fire | 170 Middlefield Rd | Menlo Park | | | | 1 |
| <u>24</u> | Milbrae FS | 511 Magnolia Ave | Millbrae | | | | 1 |
| <u>25</u> | Hostel SAM | 8800 Cabrillo Hwy | Montara | | | | 1 |
| <u>26</u> | North Peak Radio Site | Off US1 at South of Devils Slide | Pacifica | | 1 | X | 1 |
| <u>27</u> | Pacifica PD | 2075 Coast Hwy | Pacifica | | | | 1 |
| <u>28</u> | Pescadero Quarry Ra | 1000 Pescadero Road | Pescadero | | 1 | | 1 |
| <u>29</u> | Pigeon Point Radio Si | 440 Pigeon Point Rd | Pescadero | | 1 | | 1 |
| <u>30</u> | Skylawn Radio Site | 10600 Skyline Blvd | Redwood City | | 1 | X | 1 |
| <u>31</u> | Pise Mtn Radio Site | 12860 Skyline Blvd | Redwood City | | 1 | X | 1 |
| <u>32</u> | Human Services - Mic | 2500 Middlefield Rd | Redwood City | | | | 1 |

| | | | | | | | |
|-----------|-----------------------|--------------------------|---------------------|---|---|---|---|
| <u>33</u> | Fair Oaks Clinic | 2710 Middlefield Rd | Redwood City | 1 | | | |
| <u>34</u> | Hall of Justice | 400 County Center | Redwood City | | | | 2 |
| <u>35</u> | COB 1 | 455 County Center | Redwood City | 2 | | | |
| <u>36</u> | COB 2 | 555 County Center | Redwood City | 2 | 3 | | 1 |
| <u>37</u> | Redwood City PD | 1301 Maple St | Redwood City | | | | 1 |
| <u>38</u> | San Bruno Nike Radic | San Bruno Mnt State Park | San Bruno | | 1 | X | 1 |
| <u>39</u> | Sweeney Ridge Radio | Sneath Lane | San Bruno | | 1 | X | 1 |
| <u>40</u> | San Bruno PD | 1177 Huntington Ave | San Bruno | | | | 1 |
| <u>41</u> | Site #60 Radio Site | 700 Crestview Dr | San Carlos | | 1 | X | 1 |
| <u>42</u> | Towne Ridge | 12430 Pescadero Creek Rd | San Mateo | | 1 | X | 1 |
| <u>43</u> | San Mateo PD | 200 Franklin Pkwy | San Mateo | | | | 1 |
| <u>44</u> | Youth Service Center | 222 Paul Scannell Dr | San Mateo | | | | 1 |
| <u>45</u> | San Mateo Medical C | 222 W 39th St | San Mateo | 1 | | | 1 |
| <u>46</u> | Human Services - Sol | 1487 Huntington Ave | South San Francisco | | 1 | | 1 |
| <u>47</u> | North Muni Court | 1050 Mission Rd | South San Francisco | | | | 1 |
| <u>48</u> | South San Francisco f | 33 Arroyo Dr | South San Francisco | | | | 1 |
| <u>49</u> | Huddart Park Radio S | 1100 Kings Mountain Road | Woodside | | 1 | | 1 |

| | |
|----------------------------------|-----------|
| Total # Sites: | 49 |
| UPS (Three Phase): | 9 |
| DC Plants: | 45 |
| HVAC: | 28 |
| Generators (ISD Support): | 11 |