

**FIRST AMENDMENT TO AGREEMENT**

**WITH JOHNSON CONTROLS/CARDKEY SOLUTIONS**

**FOR THE INSTALLATION OF A CARDKEY SYSTEM FOR BUILDING E,  
400 HARBOR BOULEVARD, BELMONT, AND 550 QUARRY ROAD, SAN CARLOS**

THIS AMENDMENT TO AN AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County", and Johnson Controls/Cardkey Systems, hereinafter called "Contractor."

**WITNESSETH:**

WHEREAS, the parties entered into an Agreement on July 3, 2003, to install a Cardkey System at Building A, 262 Harbor Boulevard, Belmont in San Mateo County; and

WHEREAS, the parties now wish to amend the Agreement to provide for the additional installation of a Cardkey System at Building E, 262 Harbor Boulevard, Belmont, and 550 Quarry Road, San Carlos.

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

1. Section 1. **Services to be performed by Contractor** is amended to read as follows:

In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A and A1 attached hereto for the COUNTY OF SAN MATEO Human Services Agency. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.

2. Section 2. **Contract Term** The term of this Agreement shall be from 7/1/03 to 6/30/05 unless terminated earlier by the County.

3. Section 3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A and A1, County shall make payment to Contractor in the manner specified herein and in Exhibit A and A1. 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **\$125,220, One Hundred Twenty Five Thousand Two Hundred and Twenty Dollars.**

4. **Exhibits** is hereby amended to read as follows:

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A – I. Description of Services to be Performed by the Contractor

Attachment I – Proposal for Cardkey System for Building A, 262 Harbor Blvd., Belmont

**Exhibit A1 – Revised 11/23/04**

**Attachment II – Proposal for Building E, 400 Harbor Blvd. – New Material**

**Attachment III – Proposal for 550 Quarry Road – New Material**

Exhibit B – Equal Benefits Compliance Declaration Form

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of July 3, 2003 shall be amended as set forth herein.
2. This First Amendment is hereby incorporated and made a part of the original Agreement and is subject to all provisions therein.
3. All provisions of the original Agreement and subsequent Amendment shall be binding to all parties hereto.
4. All provisions of the original Agreement shall be applicable to all Amendments herein.
5. All other terms and conditions of the agreement dated July 3, 2003, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Dated: \_\_\_\_\_

Date: \_\_\_\_\_

JOHNSON CONTROLS/CARDKEY  
SYSTEMS

Gordon Bull, AREA SERVICE MANAGER  
Name, Title - Print

*Gordon Bull*  
Signature

Date: 3-10-04

**I. Description of Services to be Performed by the Contractor**

Attachment I – Proposal for Cardkey System for Building A, 262 Harbor Blvd., Belmont

Contractor will relocate three (3) Cardkey doors and add one Cardkey door for \$12,884.  
**See Attachment II – Proposal for Cardkey System for 550 Quarry Road, San Carlos  
– New Material**

Contractor will install Cardkey System for Building E, 315 Harbor Blvd., Belmont for \$46,480.

**See Attachment III - Proposal for Cardkey System for Building E – New Material**

**II. Amount and Method of Payment**

Contractor will be paid monthly after submittal and approval of invoice. Total Agreement amount is not to exceed **\$125,220**, and County shall have the right to withhold payment if County determines that the quantity, quality, or timeliness of the work performed is unacceptable.

**III. Other Exhibit**

Exhibit B – Equal Benefits Compliance Declaration Form

Johnson Controls, Inc.  
Security Solutions  
3526 Breakwater Court  
Hayward, CA 94545  
Tel. 510.783.4000  
Fax: 510.785.3170



March 5, 2004

Agreement #SS231102  
Account Executive, Security  
Steve Sandoval

County of San Mateo  
Human Services Agency  
400 Harbor Blvd, Bldg. C  
Belmont, CA. 9 4002  
Attn: Julie Van Arkel

RE: Cardkey System for 315 Harbor, Building #E, H.S.A. Facility

Johnson Controls Security Solutions is pleased to present this proposal for providing and installing the turnkey Cardkey Security System for the County's Human Services Agency offices at 315 Harbor Boulevard, Building "E" in Belmont. The Cardkey System will consist of Nine (9) card access door with Proximity Readers, door position contacts, request-to-exit device and electronic door hardware. Each Cardkey door will be wired to the Server Room where JCI will install a Network Controller, Expansion Enclosure and Lock Power Supplies for controlling the doors. The County would provide a Network Drop (County WAN IP Address) with RJ45 Jack connector in Server room for connection of JCI CK720 Network Controller to the County's existing Cardkey Pegasys 1000 Security Management System located at 455 County Center. JCI will program new Cardkey doors and test readers into the existing Cardkey System. Programming of cardholders access levels, time zones and addition of any cardholders would be done by the County's Cardkey Operator. Johnson Controls will provide and install all plenum cable Project Management, System Engineering and final commissioning. All JCI Pricing on the attached proposal is per the *California Multiple Award Schedule (CMAS #3-02-63-0031A)*.

**JCI Work Detail:**

**Front Main Entry Doors (1)**

- install proximity reader on left hand side of mullion outside doors
- connect to existing electric CVR panic bar
- connect to existing armored door loop
- connect to existing PIR Exit sensor above the door
- connect to existing Von Duprin power booster above the door
- install (2) recessed door position contact on top of door and header.

**West Perimeter entrance door (2)**

- install proximity reader on right hand side of wall outside building
- connect to existing electric mortise lock set
- connect to existing armored door cord
- connect to existing door position alarm contact
- connect to existing PIR exit sensor above the door

**Ladies Restroom Door (3)**

- install proximity reader on left hand side of door in restroom
- install electric lock set with REX function
- install electronic transfer hinge (replacing center hinge)
- install recessed door position contact on top of door and header

**Hallway Door (4)**

- install proximity reader on left hand side of door in the hallway
- connect to existing electric lock set and re-core door for cable
- install electronic transfer hinge (replacing center hinge)
- install recessed door position contact on top of door and header

**Kitchen Door (5)**

- install proximity reader on left hand side of door in the hallway
- connect to existing electric lock set and re-core door for cable
- install electronic transfer hinge (replacing center hinge)
- install recessed door position contact on top of door and header

**Server Room Door (6)**

- install proximity reader on right hand side of wall outside room
- install electric lock lever set(replacing mechanical) with REX function
- install electronic transfer hinge (replacing center hinge)
- install door closure at top of door (so door closes by itself)
- install recessed door position contact on top of door and header.

**File Room "A" Door (7)**

- install proximity reader on right hand side of wall in hallway
- install electric lock lever set(replacing mechanical) with REX function
- install electronic transfer hinge (replacing center hinge)
- install (2) recessed door position contact on top of door and header.

**File Room "B" Door (8)**

- install proximity reader on right hand side of wall in hallway
- install electric lock lever set(replacing mechanical) with REX function
- install electronic transfer hinge (replacing center hinge)
- install door closure at top of door (so door closes by itself)
- install (2) recessed door position contact on top of door and header.

**File Room "C" Door (9)**

- install proximity reader on right hand side of wall in hallway
- install electric lock lever set (replacing mechanical) with REX function
- install electronic transfer hinge (replacing center hinge)
- install (2) recessed door position contact on top of door and header.

**Server Room Backboard**

- install Network Controller with plug-in transformer
- install Expansion Enclosure with plug-in transformer
- install (4) Dual reader modules inside JCI Enclosures
- install (2) Power Supplies with transformers
- provide network connection from County IP Drop for CK720
- install all plenum security cable, and panduit

March 5, 2004

Agreement #SS231102

List of Equipment for Security Systems: Priced per Johnson Controls California Multiple Award Schedule Agreement: CMAS#3-02-63-0031A expires August 31, 2005.

Item:	Qty:	Model:	Description:	Sub-Total:
1	1	CK720-RDR2-L	JCI network controller w/s300-RDR2 board	\$2,612.00
2	1	S300-XL	JCI large expansion enclosure	\$274.00
3	2	S300-BRK2	JCI battery bracket and cable harness	\$56.00
4	4	S300-RDR2	JCI 2 reader dual module	\$1,632.00
5	2	S300-BAT	JCI Battery Back-up, 7 amp	\$62.00
6	2	S300-XFMR	JCI transformer plug-in 24vac	\$52.00
7	1	L71-G-2W	JCI dark gray frame proximity reader	\$143.00
8	4	L73-G-2W	JCI dark gray wall proximity reader	\$660.00
9	12	1076	Sentrol recessed door contacts	\$156.00
10	1	SMP7-CTXP08	Altronix 12v Power Supply	\$312.00
11	1	BPS-24-10	Securitron power supply	\$772.00
12	3	BT12-6	Altronix battery back-up	\$96.00
13	7	TEF2C	Murray Electronic Transfer Hinge	\$1,484.00
14	4	ACD80626RHO	Schlage ACSI 24vdc Lock Set w/REX	\$2,696.00
15	1	L9080PEUAE	Schlage 24vdc Mortise Lock Set w/REX	\$692.00
16	2	4041	LCN door closure	\$596.00
17	lot	TAX	Local sales tax on equipment	\$1,015.00
18	lot	FREIGHT	Freight on equipment	\$268.00
19	lot	PRJT-MNGT	Project Management & Engineering	\$3,945.00
20	lot	INSTALL	Install, Cable, Test & Commissioning	\$28,957.00

**PURCHASE TOTAL: \$46,480.00**

Exclusions/Provided By Others:

- 1) 110 A/C power in Server Room. One 20amp circuit with two outlets. 110vac power outlet will also be needed above the main entry perimeter lobby door.
- 2) Existing Cardkey Proximity Cards for County Employees.
- 3) County to provide WAN Network drop with RJ45 Jack Connector at new CK720 Network Controller for IP address to 455 County Center's Cardkey P1000 Server.
- 4) Database entry for each employees data fields, time zones, access levels
- 5) All work is based on normal business hours.
- 6) If any Plans, Permits or Bonds are required there would be additional costs.

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the attached sheets)

This proposal is hereby accepted and Johnson Controls, Inc. is authorized to proceed with the work;

This proposal is valid for 60 days

COUNTY OF SAN MATEO  
HUMAN SERVICES AGENCY

JOHNSON CONTROLS, INC.

*M. Kathryn Ciomaro*  
Signature

*Steve Sandoval* to 3-10-04  
Steve Sandoval,  
Account Executive, Security

Name: *M. KATHRYN CIOMARO*

Title: *HSA DIR OF AUTOMATION*

Date: *3-8-04*

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **Scope of Work.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.
2. Unless specifically noted in the statement of the scope of work or services undertaken by Johnson under this agreement, Johnson's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Johnson shall not operate to compel Johnson to perform any work relating to Hazards without Johnson's express written consent.
3. **Invoicing & Payments.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 30% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and Purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within thirty (30) days of its issuance, it is delinquent. JCI will bill 30% Mobilization upon acceptance.
4. **Materials.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reason beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
5. **Warranty.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of two (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. The warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
6. **Mutual Waiver of Consequential Damages.** The parties hereto waive all claims against each other for any special, indirect, or consequential damages arising out of or relating to this agreement Contract. This mutual waiver is applicable, without limitation, to all consequential damages due to either parties' termination of the Contract in accordance with its terms.

7. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of work.
8. **Force Majeure.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government agencies; earthquakes, floods; strikes; labor disputes; fire; explosions or other casualties; terrorism; thefts; vandalism or other third party criminal acts; riots; war; or unavailability of parts, materials or supplies.
9. **Compliance with Laws.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
10. **Insurance.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **Indemnity.** Johnson agrees to indemnify, defend, and hold Owner and its owners, officers, directors, employees, and agents, harmless from any and all claims, suits, demands, costs, fines, penalties, legal expenses, or any other actions of any kind or nature resulting from: [a] any breach or default by Johnson of any obligation to be performed by Johnson pursuant to the terms of the Contract with Owner; or [b] injury to any person (including, but not limited to bodily injury, mental anguish or death) or damages to any property, caused by or arising from the negligent or intentional acts or omissions of Johnson or its agents, employees, or representatives with respect to the goods and/or services supplied by Johnson to Owner pursuant to the Contract, unless any of such claims or damages were also caused by or the result of negligent or intentional acts or omissions of Owner its agents, employees, representatives, other subcontractors, or other persons acting on behalf of or at the request of Owner, in which case the principles of comparative fault and indemnity shall be applied to equitably apportion indemnity.
12. **Occupational Safety and Health.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
13. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** 3/11/04

**TO:** Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

**FROM:** Ali Shirkhani  
FAX: 650-596-3478 PONY: HSA 210

**SUBJECT:** Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Johnson Controls

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:  
Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than one.

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Card Key Installation

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$5m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: Update Certificate.

*Priscilla Morse* 3-11-04

Risk Management Signature Date

### Waiver Request Memo

**Date:** June 12, 2003

**To:** Pam Deal

**From:** Shenita Hurskin, Contract Team Supervisor  
Carla Damante, Contract Specialist

**Subject:** Waiver Request

We are requesting a waiver of the Request for Proposals (RFP) process to enter into a contract with Johnson Controls / Cardkey Solutions in the amount of \$65,856.

This waiver is necessary and in the best interest of the County for the following reason(s):

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other

Following is a detailed explanation of the reason(s) checked above:

This Agreement is for installation of Cardkey system for Human Services Agency at Building A, 262 Harbor Boulevard, Belmont. San Mateo County has purchased over 500 security appliances from Johnson Control / Cardkey Solutions. All this equipment uses proprietary technology, and therefore, Johnson Controls is a sole source provider of these services.

- Approved
- Not Approved

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\_\_\_\_\_  
Signing Authority

6-16-03  
\_\_\_\_\_  
Date