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**CONTRACT AMENDMENT No. 1**

**November 16, 2021**

**Adrian L. Merton, Incorporation  
9011 East Hampton Drive  
Capitol Heights, MD 20743  
Tel.: 301.366.7900  
Contact: Matthew Merton  
Email: [Mickey@almerton.com](mailto:Mickey@almerton.com)**

**Buyer: Donna Parks/DF  
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**Subject: RFP: 014-18 Chiller and Cooling Tower Maintenance and Repairs at Specified Locations**

This Contract Amendment (the "Contract Amendment") is made by the Board of Education of Prince George's County and **Adrian L. Merton, Incorporation** to the Agreement dated November 15, 2018 (the "Agreement").

1. The purpose of the Contract Amendment is to:
  - A. Incorporate mandatory Covid-19 vaccination verification and weekly Covid-19 testing requirements for contractors, vendors, volunteers, interns, and any other non-PGCPS employee who is doing any work or providing services on-site at a PGCPS office or school. See Attachment A for Covid-19 mandatory requirements.
  - B. Exercise the option to renew the current contract for one year under the contract renewal term from **December 01, 2021 – November 30, 2022.**
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms set in the original agreement.
3. **In Witness whereof**, the undersigned agree to be bound by the terms and conditions set forth in this Contract Amendment to the Contract Award.

Adrian L. Merton, Inc.

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ACCEPTED BY:

**FOR THE FIRM:**

**FOR THE BOARD OF EDUCATION:**

  
00 EST) Dec 22, 2021

SIGNATURE

DATE

NAME

TITLE

FIRM

  
keith.stewart@pgcps.org keith.stewart@pgcps.org (Dec 23, 2021 09:19 EST) Dec 23, 2021

SIGNATURE

DATE

Keith Stewart

NAME:

Director, Purchasing & Supply Services

TITLE

FOR THE BOARD OF EDUCATION  
OF PRINCE GEORGE'S COUNTY  
UPPER MARLBORO, MARYLAND 20772

## ATTACHMENT A

**MANDATORY COVID 19: VACCINE AND TESTING REQUIRMENTS  
AND ON-SITE PROGRAMMING BY NON-PGCPS EMPLOYEES**

**WHEREAS**, the Parties desire to incorporate the terms of policy into the aforementioned Contract in order to document expectations of Respondent/Vendor/Contractor/Partner's staff regarding Covid-19 vaccination and testing mandates for PGCPS.

**NOW THEREFORE, THIS CONTRACT AMENDMENT WITNESSETH THAT**, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**A. COVID-19: VACCINE AND TESTING REQUIREMENTS AND ON-SITE PROGRAMMING BY NON-PGCPS EMPLOYEES**

Effective September 13, 2021, or at any time during the term of this Contract in which services commence by any intern, volunteer, vendor, contractor or employee of Partner (referred to herein as "Partner's staff"), PGCPS will require proof of vaccination against Covid-19 or weekly proof of a negative Covid-19 test [with results obtained within seventy-two (72) hours] each Monday for unvaccinated Partner's staff who are providing services on-site at a PGCPS facility.

1. Unless otherwise stated and to the extent possible, Partner's services shall be rendered virtually during the term of this Contract or until such time that PGCPS authorizes in-person services by Partner.
2. In the event Partner's services must be provided at a PGCPS site (not virtually):
  - a. Partner's staff shall be required to provide confirmation of vaccination to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed.
  - b. Partner's staff shall be required to submit a list or other documentation of all Partner's staff who are vaccinated prior to the initiation of services. During the term of the Contract, Partner shall be responsible for supplementing this list for any new Partner staff assigned to provide services under this Contract prior to the Partner's staff's start date of services.
  - c. Unvaccinated, staff providing services at a PGCPS site must present proof of a negative Covid-19 test taken within seventy-two (72) hours to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed. Contractor shall be responsible for providing results from pharmacies and labs that are accredited to administer Covid-19 testing. Results obtained from home Covid-19 testing kits will not be accepted and shall not meet the requirements of this Contract.
  - d. Partner shall be required to submit a list or other documentation of all Partner's staff who tested negative by the close of business each Monday. If Monday is a holiday, then the list or other documentation must be submitted on the next day in which schools are open by close of business. This requirement shall continue *each week during the term of this Contract*.
  - e. PGCPS will not be responsible for testing Partner's staff. Failure to provide proof of negative results will bar Partner's staff from providing in-person services at a PGCPS site until such time as the information is presented.

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3. Partner shall inform its PGCPS Point of Contact via phone call or email immediately upon being informed that any of its staff are unavailable to provide onsite services for any day(s) in which they are unable to present a negative Covid-19 test.
  4. In the event a non-PGCPS staff tests positive for Covid-19, Partner shall inform the PGCPS Point of Contact immediately but no later than 24 hours after receiving notification of a positive Covid-19 test from the non-PGCPS employee.
- B. The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

Adrian L. Merton, Inc.

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**CONTRACT PRICING**

Location	Manufacturer	Type	Preventative Maintenance Monthly Cost to Service Chiller and Cooling Tower	Annual Winter Maintenance	Total Cost
Rogers Heights ES	Carrier	Air Cooled, Chiller 1	\$ 3,456.00	\$ 1,304.00	\$ 4,760.00
	Carrier	Air Cooled, Chiller 2			
Catherine T. Reed ES	McQuay	Air Cooled	\$ 1,728.00	\$ 712.00	\$ 2,440.00
Crossland HS	McQuay	Water Cooled	\$ 4,044.00	\$ 6,304.00	\$ 10,348.00
Panorama ES	McQuay	Air Cooled, Chiller 1	\$ 2,880.00	\$ 1,264.00	\$ 4,144.00
	McQuay	Air Cooled, Chiller 2			
Phyllis Williams ES	Trane	Air Cooled	\$ 1,728.00	\$ 712.00	\$ 2,440.00
Samuel P. Massie ES	Trane	Air Cooled, Chiller 1	\$ 2,928.00	\$ 1,264.00	\$ 4,192.00
	Trane	Air Cooled, Chiller 2			
Surratsville HS	Trane	Water Cooled, Chiller 1	\$ 6,840.00	\$ 12,412.00	\$ 19,252.00
	Trane	Water Cooled, Chiller 2			
Mary Harris "Mother" Jones	York	Air Cooled	\$ 1,728.00	\$ 712.00	\$ 2,440.00
Seat Pleasant ES	York	Water Cooled	\$ 3,444.00	\$ 6,304.00	\$ 9,748.00
High Point HS	York	Water Cooled, Basement Chiller 1	\$ 4,848.00	\$ 12,084.00	\$ 16,932.00
	McQuay	Water Cooled, Upstairs Chiller 2			
<b>Total Annual Contract Value</b>					<b>\$ 76,696.00</b>

**Priority Pricing**

	Priority 1	Priority 2	Priority 3
Response Time Within	2 Hours	4 - 6 Hours	24 Hours
Hourly Rate	\$94	\$94	\$94
After Hours Rate	\$141	\$141	N/A

**Additional Pricing**

Test	Cost Per Test
Legionella	\$1,600
Eddy Current	\$6,800