

**AMENDMENT NO. 5 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
Commercial Installation Company, Inc.**

THIS AMENDMENT No. 5 TO THE AGREEMENT, entered into this ____ day of _____, 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Commercial Installation Company 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 on March 27, 2014, to provide installation services for County owed surplus furniture for the term of April 1, 2014 through March 31, 2017, in an amount not to exceed \$100,000; and

WHEREAS, on August 4, 2014, the County approved an amendment to expand the scope of work under the Agreement to include all Health System (HS) divisions, increasing the amount payable under the Agreement by \$100,000, to an amount not to exceed \$200,000; and

WHEREAS, on March 8, 2016, the County approved a second amendment to the agreement, increasing the amount payable under the agreement by \$200,000, to an amount not to exceed \$400,000; and

WHEREAS, On April 18, 2017 a third amendment to the agreement was approved to extend the term of the agreement by 6 months through September 30, 2017; and

WHEREAS, On May 26, 2017 a fourth amendment to the agreement was approved to increase the amount payable under the agreement by \$25,000 to an amount not to exceed \$425,000; and

WHEREAS, the parties wish to further amend the agreement to increase the amount payable under the agreement by \$200,000, to an amount not to exceed \$625,000 and to extend its term through January 31, 2018.

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

1. Section 3 of the agreement **PAYMENTS**, is replaced in its entirety with the following:

1. Payments In consideration of the services rendered in accordance with all terms,

conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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 \$600,000.

- 2. All other terms and conditions of the agreement dated _____, 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: Commercial Installation Company Inc.

Sandra Fribourgh
Contractor Signature

8/8/17
Date

Sandra Fribourgh
Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board