

**AMENDMENT TWO TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COMMERCIAL INSTALLATION COMPANY ELEVATOR CORPORATION**

THIS AMENDMENT TO THE AGREEMENT, _____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and COMMERCIAL INSTALLATION COMPANY (CIC), 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 installation, reconfiguration, and removal services for County owned furniture systems on October 1, 2016; and

WHEREAS, on September 29, 2017 the parties agreed to increase the maximum fiscal obligation by \$49,000 for a new not to exceed amount of \$99,000; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum not to exceed Agreement amount by \$151,000 to a new not to exceed amount of \$250,000 and extend the term date to September 30, 2019; and

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

1. Amend Exhibit A, Payments: In consideration of services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Amendment One. 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 two hundred fifty thousand dollars. (\$250,000).
2. Term and Termination: Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2016 through September 30, 2019.

Original Contract	\$ <u>50,000</u>
Amendment 1 –	\$ 49,000
Amendment 2	\$ <u>151,000</u>
Not to Exceed	\$ 250,000

2. All other terms and conditions of the agreement dated October 1, 20146 amendment 1 and 2 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: _____
Board of Supervisors

Date: _____

COMMERCIAL INSTALLATION COMPANY

Contractor's Signature

Date: _____