

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COMMERCIAL INSTALLATIONS COMPANY, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Commercial Installations 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 for the installation, tracking, and modification of existing surplus furniture/Pleion workspaces on March 27, 2014, in an amount not to exceed \$100,000 for the term of April 1, 2014, through March 31, 2017; and

WHEREAS, the parties amended the agreement on August 5, 2014, to increase the amount not to exceed to \$200,000 and expand the scope of work to include all departments within the Health System; and

WHEREAS, the parties now wish to further amend the agreement to increase the amount by \$200,000 to an amount not to exceed \$400,000.

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:
 3. **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 Revised Exhibit B. 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. 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 total payment for services under this Agreement exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000).
2. The revised version of Exhibit B (rev. 8/05/14) is replaced in its entirety with a new revised version of Exhibit B (Revised 1/5/2016), a copy of which is attached to this Amendment and incorporated by this reference.
3. **All other terms and conditions of the agreement dated 03/27/14, 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, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Commercial Installations Company, Inc.


Contractor's Signature

Date: 2/8/16

Exhibit B (Revised 1/05/16)
Agreement between the County of San Mateo and
Commercial Installations Company, Inc.

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

- A. The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000).
- B. Funds in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000) will be allocated for the work to be performed for the San Mateo Medical Center. Funds in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000) will be allocated for the work performed for Health System Administration (which includes other Health System locations).
- C. Payment for services provided by the Contractor will be paid on invoices submitted with a copy of the approved quote as supporting detail and will be approved by the Chief of the Health System or designee based on the rates below.

Lead Installer / Design Spec	\$80.00 per hour
Basic Labor	\$65.00 per hour
Basic Trip Charge	\$110.00 per trip

- D. Contractor shall submit all invoices for services provided within 30 days of completion of work.

For services provided to the San Mateo Medical Center (and its clinics), original invoices should be mailed to:

San Mateo Medical Center
Accounts Payable
222 W. 39th Avenue
San Mateo, CA 94403

For services provided to all other Health System divisions, original invoices should be mailed to:

Health System Administration
Accounts Payable
225 37th Avenue, Room 178
San Mateo, CA 94403

Upon County's receipt of Contractor's invoice, County will make good faith efforts to process the invoice in a timely manner.