

**AMENDMENT NO. 3 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CARRIER CORPORATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CARRIER CORPORATION, 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 inspection services for absorber chillers at the San Mateo Youth Center, on April 1, 2013; and

WHEREAS, the parties amended the agreement by extending the end date to March 31, 2017, and adding \$25,000 for a new maximum fiscal obligation of \$100,000; and

WHEREAS, on March 28, 2017, the parties amended the agreement by extending the end date to March 31, 2020; and

WHEREAS, the parties wish to amend the Agreement to add \$100,000 for a new maximum fiscal obligation of \$200,000.

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:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", 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 Two Hundred Thousand Dollars (\$200,000).

2. Original Exhibit A, Section II Amount and Method of Payment is amended to read as follows:

Payment will be made within 30 days of receipt, in our Accounting Department, of a written itemized invoice identifying the Agreement Number, Complete Scope of Work, Specific Work Completed, Location of Work and Breakdown of Charges.

In any event, the total payment for services of Contractor shall not exceed **Two Hundred Thousand Dollars (\$200,000)**, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

3. **All other terms and conditions of the agreement dated April 1, 2013, as amended on February 22, 2016, and March 28, 2017 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: CARRIER CORPORATION

Donald W. Fisher
Contractor Signature

3-28-17
Date

DONALD W Fisher
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors,
San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board