AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PREVENT LIFE SAFETY

THIS AMENDMENT TO THE AGREEMENT, dated January 2, 2018 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PREVENT LIFE SAFETY, hereinafter called "Contractor," and, is entered into this <u>2nd</u> day of <u>January</u>, 2018.

$\underline{W} | \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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; and,

WHEREAS, the County and Consultant entered into an Agreement for inspecting, repairing and recertifying fire doors at San Mateo Medical Center on January 2, 2018; and

WHEREAS, the parties wish to further amend the Agreement to increase the maximum amount payable to the Contractor and to extend the term of the Agreement.

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 provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 Thirty-nine Thousand Dollars (\$239,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the

<u>County at the time of contract termination or expiration. Contractor is not</u> <u>entitled to payment for work not performed as required by this agreement.</u>

2. Section 4 "Term", of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 2, 2018, through January 1, 2021.

4. All other terms and conditions of the Agreement dated January 2, 2018, 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:_____

Prevent Life Safety Services

Contractor's Signature

Date: August 7, 208

ATTEST:

By:_____ Clerk of Said Board