

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO  
AND ROMTEC, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 18th day of November, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Romtec, 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 preconstruction and construction services on August 13, 2024; and

WHEREAS, the parties wish to amend the Agreement to increase the not-to-exceed amount and extend the term thereof;

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

1. Section 7.3 ('Construction Contingency') of the agreement is amended to read as follows:

The Contract Price includes a Construction Contingency in the amount of Twenty Five Thousand Dollars (\$25,000). The Construction Contingency is Owner controlled. Use of the Construction Contingency requires Owner's prior approval. All unspent funds in the Contingency at Final Completion shall accrue to Owner. The Construction Contingency is available for Design-Builder to cover cost of the Work unanticipated by Design-Builder on the effective date of the Design-Build Agreement, such as unanticipated field conditions or differing site condition, re-sequencing the Work for the good of the Project, acceleration in the Schedule for improvement in the overall Contract Time, and Owner requested changes.

2. Section 7.4 ('Contract Price') of the agreement is amended to read as follows:

The Contract Price is the sum of the Preconstruction Stage Price, Construction Stage Price, Construction Contingency, and the Project Change Orders issued to address

changes to the project design and additional work as of November 18, 2025, and shall represent the sum total of all compensation due to the Design-Builder for all design and construction services under the Agreement. The Contract Price for this Agreement is the lump sum of One Million, One Hundred Thirty-Eight Thousand, Seven Hundred Twenty-Five and 43/100 Dollars (\$1,138,725.43).

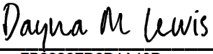
**3. Section 8.1 ('Contract Time) of the agreement is amended to read as follows:**

Contract Time. The Design-Builder must achieve Final Completion of the Work using best practical safe speed to achieve Final Completion as soon as reasonably possible. The Contract Time is the time allotted for the Design- Builder to achieve Substantial Completion and Final Completion of the Work. Completion of the Preconstruction Stage must be achieved within (289) calendar days from issuance of the Notice to Proceed for the Preconstruction Services. Substantial Completion must be achieved within (146) calendar days from issuance of the Notice to Proceed for the Construction Stage Services. Final Completion must be achieved within (5) calendar days of achieving Substantial Completion. The Design-Builder must also achieve all specific milestone completion dates as set forth in the Project Baseline Schedule in Exhibit 6A. Unless amended by mutual agreement of the Owner and Design-Builder, the term of this agreement shall not extend beyond January 30, 2026.

**4. All other terms and conditions of the agreement dated August 13, 2024, 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: Romtec, Inc.**

|                                                                                                                                                                |                                                          |                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <small>Signed by:</small><br><br>_____<br><small>Contractor Signature</small> | <small>11/6/2025</small><br>_____<br><small>Date</small> | <small>Dayna M Lewis Romtec, Inc.</small><br>_____<br><small>Contractor Name (please print)</small> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------|

**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board