

**AMENDMENT THREE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
BENCHMARK INSPECTION, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 09 day of January, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Benchmark Inspection, LLC, 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 Inspector of Record services on January 9, 2019; and

WHEREAS, through Resolution No. R076368(d) the Director of Public Works authorized Amendment No. 1 to extend the term of the agreement through January 8, 2024; and

WHEREAS, the Director of Public Works authorized Amendment No. 2 increasing the not to exceed amount by \$25,000 for a new not to exceed amount of \$525,000; and

WHEREAS, the parties wish to amend the Agreement by \$100,000 for a new not to exceed amount of \$625,000 and extend the term of the Agreement through June 30, 2025 to allow Benchmark Inspection, LLC remain as the Inspector of Record on several San Mateo Medical Center Projects through the completion of the Projects.

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

1. Section 2. **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 C. 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 six hundred twenty five thousand dollars (\$625,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess

of the amount owned by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work no performed as required by this agreement.

2. Section 3: **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 9, 2019 through June 30, 2025.

3. Original Exhibit C is replaced with Revised Exhibit C, (rev. [08/29/2023]).

Benchmark Inspection Rates 2024

4. **All other terms and conditions of the agreement dated January 9, 2019 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: Benchmark Inspection LLC**

DocuSigned by: <i>Jason Edington</i> C=34F78F84A24F5	11/1/2023   7:15 PM PDT	Jason Edington
Contractor Signature	Date	Contractor Name (please print)

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**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board