

AMENDMENT NO. 4 TO AGREEMENT 3800022R078951(c)

BETWEEN THE COUNTY OF SAN MATEO AND TRB + ASSOCIATES

THIS AMENDMENT TO THE AGREEMENT, entered into this 6th day of May 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TRB + Associates, hereinafter called "Contractor";

WITNESSETH:

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 purpose of providing independent plan check and building inspection services on an as needed basis for the Planning and Building Department on July 1, 2022 for an amount not to exceed \$800,000 and a term of July 1, 2022 through June 30, 2025 (the Agreement); and

WHEREAS, the parties entered into Amendment No. 1 to this Agreement to include additional contract staffing services, including permit technicians and clerical/administration staff on an as-needed basis on September 16, 2022, with no change to the Agreement amount or term; and

WHEREAS, the parties entered into Amendment No. 2 to this Agreement to increase the County's fiscal obligation by \$25,000 for a total not to exceed amount of \$825,000 with no change to the term; and

WHEREAS, the parties entered into Amendment No. 3 to this Agreement to continue providing contract staffing; building; civil engineering, and geotechnical plan review services for Planning and Building permits; and inspections for erosion control and increase County's fiscal obligation by \$600,000 for a total not to exceed amount of \$1,425,000 with no change to the term; and

WHEREAS, the parties wish to amend the Agreement to increase the County's fiscal obligation by an additional \$625,000 for a new total not to exceed amount of \$2,050,000 and extend the term end date to June 30, 2027.

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 the 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 the County's total fiscal obligation under this Agreement exceed two million fifty thousand dollars (\$2,050,000). 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 or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

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 July 1, 2022, through June 30, 2027.

3. Revised Exhibit B (rev. August 29, 2022) is revised to reflect the new not to exceed amount, such that the last sentence of the second paragraph is revised to read as follows:

In no event shall payment for services exceed two-million, fifty thousand dollars (\$2,050,000).

4. All other terms and conditions of the Agreement dated July 1, 2022, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: TRB



Contractor Signature

April 9, 2025

Date

Todd Bailey, President
TRB and Associates, Inc.

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO


By:
President, Board of Supervisors, San Mateo County

Resolution No. 081137(c)

Date: May 6, 2025

ATTEST:


By:
Clerk of Said Board