



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND
HAGMAN ASSOCIATES ARCHITECTS
FOR
ARCHITECTURAL DESIGN SERVICES PORTION OF THE
REHABILITATION OF SAFE HARBOR**

For the period of

12/1/2004 to 6/30/2006

Contact Person: Pascoe, Norman
Telephone number: (650) 802-5008

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND HAGMAN ASSOCIATES ARCHITECTS**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hagman Associates Architects, herein 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; and

WHEREAS, under Agreement # 067034 ("the Original Agreement"), the County and the Contractor ("the parties") entered into an Agreement to provide CDBG funds for architectural services in the rehabilitation of the Safe Harbor Shelter in South San Francisco; and

WHEREAS, the parties wish to amend the Original Agreement to add the amount of \$42,000 to the Original Agreement for a new total of \$177,000, for the purpose of architectural design services to satisfy additional requirements set forth by the South San Francisco Fire Departments and to abate ADA accessibility issues.

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

1. Section 3. Payments, of the Original 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 herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." 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 the County's total fiscal obligation under this Agreement exceed One hundred and seventy seven thousand dollars [\$177,000].

2. Original Exhibit A of the Original Agreement is replaced in its entirety with Exhibit A1, attached.
3. Original Exhibit B, of the Original Agreement is replaced in its entirety with Exhibit B1, attached.
4. All other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this First Amendment to provide for the architectural portion of the rehabilitation of Safe Harbor.

COUNTY OF SAN MATEO

By:
Richard Gordon, President, Board of Supervisors

Date:

ATTEST:

By:
Clerk of Said Board

Roger Hagman
Hagman Associates Architects

Contractor's Signature

Date:

Exhibit A1
Program/Project Description

In consideration of the payments set forth in Exhibit "B1", Contractor shall provide the following services:

Design development, including interior finishes selections, creation of necessary construction documents, creation of work specifications, help to coordinate the project bidding process, handling and overseeing the required permits including adherence to code issues, administration in cooperation with Office of Housing staff on the overall construction project in addition to ongoing communication and meetings with Office of Housing staff, contractors and all other parties involved.

Contractor will be responsible for the overall construction development and engineering requirements in the rehabilitation project of the Safe Harbor Shelter, located at 295 North Access Road in South San Francisco.

All work shall be in accordance with governing codes, local ordinances and accessibility requirements.

The following work shall be performed in addition to the above listed services:

Eliminate external chair lift, design new ramp and wind screen.

Revise layout of offices and vestibule.

Design and revise drawings for new interior chair lift.

Temporary facilities (modular units) design and coordination

Additional work for public bid process.

Additional work for city permitting and assistance in budget.

Coordination of additional ADA issues.

**Exhibit B1
Method and Rate of Payment**

In consideration of the services provided by Contractor in Exhibit "A1", County shall pay Contractor based on the following fee schedule:

Payment to the Contractor shall be made on a time and material basis according to the estimate submitted by the Architect, approved by County and outlined on the table below: **COMPENSATION AND SCHEDULE OF HOURLY AND REIMBURSABLES BILLING FOR SAFE HARBOR SHELTER ARCHITECTURAL SERVICES.** The services to be provided include but are not limited to: creation of all preliminary and final designs, engineering services, creation of necessary design documents, facilitation of inspections, development of bidding documents, facilitation of contractors, provision of specifications and plans as required, attendance at meetings as required, and other related duties in the course of providing services as described. The maximum amount payable under this Agreement shall not exceed \$177,000.

Final invoice will be paid following final building permit sign-off. The County's Office of Housing reserves the right, under the Director of the Office of Housing, to be the final authority for payment and for determining the completion of all items specified under this Agreement.

**COMPENSATION AND SCHEDULE OF HOURLY AND REIMBURSABLES BILLING FOR
SAFE HARBOR SHELTER ARCHITECTURAL SERVICES**

| HOURS | Principal | Production |
|--|----------------------|---|
| DESIGN DEVELOPMENT | 30 | 60 |
| CONSTRUCTION DOCUMENTS | 50 | 300 |
| SPECIFICATIONS | 10 | 40 |
| BIDDING | 30 | 15 |
| PERMITTING / CODE ISSUES | 20 | 35 |
| CONSTRUCTION ADMIN | 60 | 70 |
| MEETINGS | 40 | 15 |
| TOTAL HOURS | 240 | 535 |
| HOURLY RATE | \$125 | \$90 |
| SUB-TOTAL | \$30,000 | \$48,150 |
| TOTAL ARCHITECTURAL | | \$78,150 |
| CONSULTANTS | | |
| ENCON | \$19,000 | Mech, Elec, Plumb, Fire Protect Structural Engineering |
| TRANS SYSTEMS | \$21,850 | |
| TOTAL CONSULTANTS | | \$40,850 |
| TOTAL SERVICES | | \$119,000 |
| REIMBURSABLES at 115% of cost | | \$16,000 |
| Reimbursables are actual expenses related to the project, such as permits, large prints, etc., are subject to approval by County and are reimbursable at 115% of cost. | | |
| TOTAL | \$135,000 | |

**ADDITIONAL COMPENSATION TO MEET ADDITIONAL REQUIREMENTS FROM THE CITY
OF SOUTH SAN FRANCISCO, THE FIRE MARSHALL AND FOR ADA ACCESSIBILITY
ABATEMENT**

| HOURS FOR ADDITIONAL WORK | | |
|----------------------------------|-----------|------------|
| | Principal | Production |
| CONSTRUCTION DOCUMENTS | 30 | 230 |
| SPECIFICATIONS | 20 | 20 |
| BIDDING | 30 | 30 |
| PERMITTING / CODE ISSUES | 10 | 61.6 |
| TOTAL HOURS | 90 | 341.6 |
| HOURLY RATE | \$125 | \$90 |
| SUB-TOTAL | \$11,250 | \$30,750 |

ADDITIONAL ARCHITECTURAL SERVICES **\$42,000**

TOTAL SERVICES (ADDED TO ORIGINAL AGREEMENT) \$42,000

REIMBURSABLES at 115% of cost \$0 add

Reimbursables are actual expenses related to the project, such as permits, large prints, etc., are subject to approval by County and are reimbursable at 115% of cost.

GRAND TOTAL **\$177,000**