



THIRD AMENDMENT TO THE AGREEMENT

BETWEEN

COUNTY OF SAN MATEO

AND

HAGMAN ASSOCIATES ARCHITECTS

FOR

ARCHITECTURAL SERVICES IN THE REHABILITATION
OF THE SAFE HARBOR SHELTER

For the period of

11/1/2004 to 12/31/2006

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**THIRD AMENDMENT TO THE AGREEMENT BETWEEN
COUNTY OF SAN MATEO AND HAGMAN ASSOCIATES ARCHITECTS
FOR ARCHITECTURAL SERVICES IN THE REHABILITATION
OF THE SAFE HARBOR SHELTER**

THIS THIRD AMENDMENT TO THE AGREEMENT entered into this _____ day of _____, 2006, by and between the County of San Mateo ("County") and Hagman Associates Architects ("Contractor").

WITNESSETH

WHEREAS, under Agreement # 067034, the County and the Contractor entered into an Agreement to provide \$135,000 in CDBG funds for architectural services in the rehabilitation of the Safe Harbor Shelter located at 295 North Access Road in South San Francisco; and

WHEREAS, \$42,000 was added to the Original Agreement under the First Amendment under Agreement # 067267 to accommodate increased costs of architectural services due to additional requirements presented by the South San Francisco Fire Department and to add an internal lift (the "First Amendment"); and

WHEREAS, an additional \$50,000 was added under the Second Amendment under Agreement # 067603 for the purpose of design and construction services to satisfy additional requirements set forth by the South San Francisco Fire Department and to abate accessibility issues (the "Second Amendment"); and

WHEREAS, all parties now wish to add the amount of \$175,000 under this Third Amendment for a new total of \$402,000 to accommodate hard (modular units, cots, temporary fencing) and soft (architecture fees, portable restroom servicing, inspections) costs as the Safe Harbor Shelter Rehabilitation Project enters the Construction Phase; and

WHEREAS, it is now the mutual desire and the intent of the parties hereto to further amend and clarify the Original Agreement as modified by the First and Second Amendments.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO THAT THE ORIGINAL AGREEMENT, AS AMENDED BY THE FIRST AND SECOND AMENDMENTS IS FURTHER AMENDED AS FOLLOWS:

Total Contract Obligation Amount shall now be \$402,000. The attached Exhibit A and Exhibit B replace the existing Exhibit A and Exhibit B.

All other terms and conditions of the Original Agreement as modified by the First, Second and Third Amendments shall remain in full force and effect.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand to this Third Amendment.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

HAGMAN ASSOCIATES ARCHITECTS

By: Roger Hagman, AIA _____
Print Name & Title

Signature

Date: _____

Exhibit A
Program/Project Description

In consideration of the payments set forth in Exhibit "B", 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 Department of Housing staff on the overall construction project in addition to ongoing communication and meetings with Department 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 scope of work described in the Original Agreement and the First and Second Amendments:

Procurement including rental and set up of modular units.

Oversight of cot procurement.

Oversight of power and data connection and disconnect.

Procurement including installation of temporary fencing and water hook-up.

Move coordination including moving costs.

Oversight of portable restroom servicing.

Additional architectural and inspection services.

Exhibit B
Method and Rate of Payment

In consideration of the services provided by Contractor in Exhibit "A", 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 \$402,000.

Final invoice will be paid following final building permit sign-off. The County, under the Director of the Department of the Housing, reserves the right 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**

	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
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TOTAL HOURS	240	535
HOURLY RATE	\$125	\$90
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SUB-TOTAL	\$30,000	\$48,150
TOTAL ARCHITECTURAL		\$78,150

CONSULTANTS

ENCON	\$19,000	Mech, Elec, Plumb, Fire
TRANS SYSTEMS	\$21,850	Structural Engineering

TOTAL CONSULTANTS **\$40,850**

TOTAL SERVICES **\$119,000**

REIMBURSABLES 115% of cost \$16,000

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

TOTAL (Original Agt) **\$135,000**

	Principal	Production
CONSTRUCTION DOCUMENTS	30	230
SPECIFICATIONS	20	200
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 SERVICES (1st Amendment) **\$42,000**

REIMBURSABLES 115% of cost \$0 add

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

TOTAL of Agreement after First Amendment **\$177,000**

	Principal	Production
ADDITION OF FIRE RATED ENCLOSURE	30	130
HOURLY RATE	\$125	\$90
SUB-TOTAL	\$3,750	\$11,700
TOTAL ADDITIONAL COST		\$15,450
MEETINGS WITH STATE	16	0
HOURLY RATE	\$125	\$90
SUB-TOTAL	\$2,000	\$0
TOTAL ADDITIONAL COST		\$2,000
ADDITIONAL SERVICES FOR CONSTRUCTION ADMIN AS REQUIRED BY THE STATE OF CALIFORNIA		
ADDITIONAL: HAGMAN		
ADDED CONSTRUCTION ADMIN	16	20
ADDED MEETINGS	16	5
BID PACKAGE PREPARATION	8	0
APPLICATION FOR PMT REVIEW	16	4
PROJECT CLOSE-OUT	20	20
MISC. CHANGES	10	15
TOTAL HOURS	86	64
HOURLY RATE	\$125	\$90
SUB-TOTAL	\$10,750	\$5,750
TOTAL ADDITIONAL COST		\$16,510
HAGMAN ASSOCIATES TOTAL		\$33,960

ADDITIONAL: CONSULTANTS

ENCON: FIRE RATED STAIRWELL	\$2,000
ENCON: APPLIANCE HOOKUPS	\$2,000
TRANSYSTEMS: ENCLOSURE	\$2,000
CONSULTANTS TOTAL	\$6,000
CONTINGENCY	\$10,040

ADDITIONAL SERVICES	(2nd Amendment)	\$50,000
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TOTAL of Agreement after Second Amendment	\$277,000
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HARD COSTS

RENTAL/SET-UP OF MODULAR UNITS	\$83,000
PURCHASE COTS	\$7,000
MOVING COSTS	\$5,000
POWER/DATA CONNECTION/DISCONNECT	\$5,000
TEMPORARY FENCING COSTS	\$5,000
WATER HOOK-UP COSTS	\$5,000
HARD COSTS SUB-TOTAL	\$110,000

SOFT COSTS		
ARCHITECTURAL FEES		\$14,000
MOVE COORDINATION		\$7,500
INSPECTIONS		\$10,000
PORTABLE RESTROOM SERVICING		\$3,000
REIMBURSABLES		\$2,500
SOFT COSTS SUB-TOTAL		\$37,000
TOTAL HARD AND SOFT COSTS		\$147,000
CONTINGENCY		\$28,000

ADDITIONAL SERVICES	(3rd Amendment)	\$175,000
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TOTAL of Agreement after Third Amendment		\$402,000
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