



FOURTH 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 6/30/2007

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

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

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hagman Associates Architects, 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 County and the Contractor entered into an Agreement whereby County would pay Contractor \$135,000 funds for architectural services in the rehabilitation of the Safe Harbor Shelter located at 295 North Access Road in South San Francisco (the "Agreement"); and

WHEREAS, pursuant to a First Amendment, the contract amount under the Agreement was increased by \$42,000; and

WHEREAS, pursuant to a Second Amendment, the contract amount under the Agreement was increased by another \$50,000; and

WHEREAS, pursuant to a Third Amendment, the contract amount under the Agreement was increased by another \$175,000; and

WHEREAS, it is now the mutual desire and the intent of the parties hereto to add the amount of \$65,000 to the contract amount under the Agreement, and to extend the contract time under the Agreement to June 30, 2007.

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

1. Section 3 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 herein and in Exhibit A3 from the Third Amendment, County shall make payment to Contractor based on the rates and in the same manner specified in Exhibit B4. 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 Four Hundred Sixty Seven Thousand Dollars [\$467,000].

2. The attached Exhibit B4 replaces the existing Exhibit B3.

3. The first two paragraphs of Section 4 of the Agreement are amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from 11/1/2004 through 6/30/2007.

This Agreement may be terminated by Contractor, the Department of Housing Director, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

4. Except as herein modified, all terms and conditions of the Agreement, as amended by the First, Second and Third Amendments, remain in full force and effect.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand to this Fourth 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 B4
Method and Rate of Payment**

In consideration of the services provided by Contractor in Exhibit "A3", 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, relocation and equipment, and all other related duties in the course of providing services as described. The maximum amount payable under this Agreement shall not exceed \$467,000.

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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ADDITIONAL COSTS DUE TO POSTPONEMENT OF COMMENCEMENT		\$35,000
RELOCATION AND EQUIPMENT		\$30,000

ADDITIONAL SERVICES	(4th Amendment)	\$65,000
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TOTAL of Agreement after Fourth Amendment		\$467,000
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