
AMENDMENT THREE

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIEBERT & ASSOCIATES

THIS THIRD AMENDMENT to the Agreement originally entered into on the 27TH day of January, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LIEBERT & ASSOCIATES, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, on January 27, 2009, the County and Contractor entered into an Agreement (Resolution No. 069908) for the purpose of providing services as a Functional Program Consultant to assist the Sheriff's Office Jail Planning Unit with pre-architect planning for an amount not to exceed \$138,900 and for a one year term commencing January 1, 2009 through December 31, 2009; and

WHEREAS, the Board of Supervisors authorized (Resolution No. 069908) the Sheriff or Sheriff's designee to execute amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, on March 10, 2010, the Sheriff executed Amendment One with Liebert & Associates, extending the term of the contract one year, from December 31, 2009 to December 31, 2010; and

WHEREAS, in September 2010, both parties executed Amendment Two which increased the County's maximum fiscal obligation by \$25,000, from \$138,900 to \$163,900, for provision of additional on-site visits; and

WHEREAS, both parties now wish to further amend the contract by increasing the County's maximum fiscal obligation by \$87,425 from \$163,900 to \$251,325, extending the term six months to June 30, 2011, for provision of expanding the scope of services as a result of the potential change of sites for the Replacement Jail:

NOW, THEREFORE, the parties agree as follows:

1. Section 1. Exhibits and Attachments, of the Agreement is hereby amended to read as follows:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Services

Exhibit A-1 - Scope of Work (Effective October 2010)

Exhibit B - Payments & Rates (Revised October 2010)

Attachment I - §504 Compliance

2. Section 2. Services to be performed by Contractor, of the Agreement is hereby amended to read as follows:

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in **Exhibits "A" and "A-1."**

3. Section 3. Payments, of the Agreement is hereby 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 **Exhibits "A" and "A-1"**, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." 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 **TWO HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$251,325.00)**.

4. **Exhibit A-1 - Scope of Work (Effective October 2010)** is hereby added and attached hereto and incorporated into the Agreement by reference herein.
5. Exhibit B - Payments & Rates is hereby replaced with "**Exhibit B - Payments & Rates (Revised October 2010)**" attached hereto and incorporated into the Agreement by reference herein.
6. This Amendment Three is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

By: _____
PRESIDENT, BOARD OF SUPERVISORS

Date: _____

LIEBERT & ASSOCIATES

By: Donnis R. Liebert
SIGNATURE

Date: 10/3/10

EXHIBIT A-1

SCOPE OF WORK

(Effective October 2010)

Agreement between the
County of San Mateo and Liebert & Associates

The following outlines tasks requested by the Sheriff's Office Jail Planning Unit (JPU) to continue work on the planning of the new Replacement Jail. These additional services are needed as a result of the potential site change for the jail from the downtown Motor Pool site to the Chemical Way site.

1. SCOPE OF SERVICES.

- A. Re-work Functional Program currently written for the Motor Pool Site to reflect changes necessary to adapt to the Chemical Way site.
- B. Meet with the JPU and other Sheriff's Office staff as well as other user groups to discuss impact of the site change on planned operations and concept designs.
- C. Update operational scenarios, space needs and space adjacencies for each functional area requiring a change due to site relocation issues.
- D. Explore options for redesigning the housing tower to reduce the building height by separating out into another low rise building all non-secure functions such as staff support, administration and Transitional Housing/ Work Furlough/Sheriff's Work Program. Develop a new concept diagram of the housing floor plan if needed, based on the larger site.
- E. Develop a new stacking diagram to reflect how the jail may be designed on the Chemical Way site. Test the site to insure the ability of future expansion.
- F. Review and update the staffing plan and operational costs based on the Chemical Way site.
- G. Issue a Revised Functional Program Report.

2. DEVELOPMENT ASPECTS OF REVISED FUNCTIONAL PROGRAM.

- A. As part of the new Functional Program, Contractor will develop scaled concept diagrams for the Replacement Jail's new site. These concepts will be developed on a component basis assuring that the aspects of the Functional Program are met. These will include:
 - 1.) Site Circulation
 - Inmate
 - Staff
 - Visitor
 - Emergency

- Food and Trash
 - Redwood City
 - *Additionally, circulation will be examined for turning radii for the required vehicles as well as parking structure, loading dock and sally port access and egress.*
- 2.) Provision of Buffer Areas
 - Sound and Sight Separation
 - Service Entry
 - Inmate Sallyport
 - Visitor and Staff Entry
 - Sheriff's Work Program
 - 3.) Identification of Areas Suitable for Future Expansion
 - Provision of Adequate Space\
 - Accessibility During and After Construction
 - Least Impact on Neighbors and Phase One Jail
 - 4.) Accessibility and Adjacency
 - Redwood City Police and Parking without Impact on Jail Operations
 - Sheriff's Work Program as a Separate Facility
 - Alternate or Multiple Access Points
 - 5.) Exploration of Alternative Stacking Diagrams
 - Separation of Program/ Support from Housing
 - Separation of Sheriff's Work Program w/ Some Shared Support
 - Size and Height of Garage
 - Impact of Housing at Grade (Buffers and Adjacencies)
 - 6.) Miscellaneous
 - Height Restrictions
 - Setback Requirements
 - Visual Impact on Highway 101
 - Widening of Maple Street Bridge
 - Contaminated Soils Area
- B. Assist the JPU with the development of a Request for Proposals (RFP) for a construction manager (CM) to work for the Sheriff's Office.
 - 1.) Review RFP responses, assist in developing a short list and participate in the selection process including interviews
 - C. Meet with Redwood City staff to assist in the coordination of planning for the Replacement Jail on the Chemical Way site and other issues as they arise.
 - D. Make a presentation to the County Board of Supervisor's about the revised Functional Program.
 - E. Make presentations to JPAC and CJC (must coincide with planned trips for other tasks).

EXHIBIT B

PAYMENT & RATES

(Revised October 2010)

Agreement between the
County of San Mateo and Liebert & Associates

In consideration of the services set forth in Exhibits A and A-1, County shall pay Contractor according to the following:

1. FEE SCHEDULE.

A. Dennis R. Liebert, MA: \$187.50 / hour

B. Roger Lichtman, AIA: \$187.50 / hour

C. Estimated expenses per onsite trip:

- Dennis R. Liebert, MA: \$1,400.00
- Roger Lichtman, AIA: \$1,200.00

D. Task/Fee/Expense Breakdown (pertaining to Exhibit A).

TASKS *	# onsite trips	# days onsite	# days offsite	Total Days	Total # Hours	Fees	Expenses	TOTAL
Work Plan/Kick-off Meeting/Current Jail Tour	2	6	2	8	64	\$12,000	\$2,600	\$14,600
Tour Jails	1	3	1	4	32	\$6,000	\$1,400	\$7,400
Functional Program Op. Scenarios Adjacency Diagrams Staffing Plan Ops. Cost Impact	5	15	26	45	360	\$61,500	\$7,000	\$68,500
Site Issues Criteria Identification Evaluation Ops. Cost Impact Recommendation	2	6	5	11	88	\$16,500	\$2,800	\$19,300
Architectural Selection Concept Diagrams/Site Master Plan	3	9	8	17	136	\$25,500	\$3,600	\$29,100
Subtotal	13	43.5	42	85	680	\$127,500	\$17,400	\$138,900
<i>Contract Contingency (additional site visits / professional fees)</i>								\$25,000
TOTAL (Services outlined in Exhibit A only)								\$163,900
* Tasks will be completed concurrently. Office expenses and overhead are included.								

D. Fees and Expenses pertaining to Exhibit A-1.

- 1.) **Travel Expenses - \$16,425**
 - **Dennis Liebert and Roger Lichtman will each travel onsite five (5) times to complete above mentioned services.**
- 2.) **Professional Fees for onsite / offsite visits - \$71,000**
 - **Onsite visits/trips will be three (3) days in length including travel time.**
 - **Offsite consulting days to :**
 - **Revise the Functional Program**
 - **Develop new adjacency diagrams, space lists, concept designs and stacking diagrams**
 - **Create a new site master plan**
 - **Rework/revise staffing plan**
 - **RFP development**
 - review submitted proposals
 - develop list of interview questions
 - **Prepare presentation materials**
 - **Other assignments that may arise directly relating to this project**

2. PAYMENT SCHEDULE.

- A. Contractor will submit monthly invoices detailing the amount of hours worked and number of onsite trips taken for that month.