

THIRD AMENDMENT TO
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

This **THIRD AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT** ("Third Amendment") dated effective as of December 12, 2007 (the "Effective Date"), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the "City") and **GLASS ARCHITECTS**, a sole proprietorship ("Architect").

RECITALS

The following Recitals are a substantive part of this Agreement:

A. City and Architect entered into the Standard Form of Agreement between Owner and Architect dated as of November 28, 2006 (the "Original Agreement"). The City and Architect also entered into the First Amendment to the Agreement dated as of February 20, 2007 (the "First Amendment") and the Second Amendment to the Agreement dated as of April 17, 2007 (the "Second Amendment"). The Original Agreement, First Amendment, and the Second Amendment shall be referred to herein collectively as the "Agreement".

B. The Agreement provides for the provision of architectural services by Architect for the design, documentation and construction administration services for the construction of new public safety facilities for the City at 333 Johnson and 29 Caledonia Streets. Capitalized terms utilized herein and not otherwise defined shall have the meaning set forth in the Agreement.

C. The public safety facilities include both a new fire facility at 333 Johnson and a new police facility at 29 Caledonia Street. Pursuant to the First Amendment, the parties agreed to the redesign of the police facility that is located at 29 Caledonia Street which is the subject of the Project Approvals (the "Police Building") to address potential geological issues related to the site. Pursuant to the Second Amendment, the parties agreed to incorporate LEED considerations into the design of the Project so as to obtain LEED Certification with the goal of obtaining a minimum LEED "Certified" level rating for the combined Public Safety Buildings project with a potential to achieve a LEED Silver rating.

D. The City and Architect desire to enter into this Third Amendment to provide for the Architect's preparation of a separate set of bid documents for furnishings for both the Police and Fire Station buildings.

AGREEMENT

In consideration of the mutual covenants and conditions contained in this Amendment, City and Architect hereby agree as follows:

Section 1. Scope of Work. In addition to the “Basic Services” as defined in Article 2 of the Agreement, Architect shall provide the City with the services set forth in the Police and Fire Station Furniture Design Scope of Services Description attached hereto as Attachment 1 and incorporated herein by this reference (the “Additional Services”).

Section 2. Fee Modification. In consideration of the work to be performed by Architect pursuant to Section 1 of this Third Amendment the fee to be paid to Architect pursuant to Section 11.2.2 of the Agreement, as amended, shall be modified to include an amount not to exceed \$25,000.

Section 3. Effect on Agreement. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

Section 4. Entire Agreement; Conflicts. This Amendment and the Attachment hereto contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

Section 5. Execution. This Amendment may be executed in duplicate original counterparts each of which shall constitute one and the same instrument.

Dated: _____, 2007

CITY OF SAUSALITO

ATTEST:

By: _____
D. Michael Kelly, Mayor

Deputy City Clerk

APPROVED AS TO FORM

By: _____
Mary Wagner, City Attorney

Dated: _____, 2007

ARCHITECT

Glass Architects, a sole proprietorship

By: _____
Eric M. Glass, AIA, C10586

**ATTACHMENT 1
Additional Services**

**Police and Fire Station Furniture Design
Scope of Services Description**