

**AMENDMENT NO. 1
TO SUPPLEMENTAL AGREEMENT NO. 4 TO MASTER AGREEMENT FOR
ARCHITECTURAL SERVICES HIBSER YAMAUCHI ARCHITECTS, INC.**

This Amendment No. 1 ("Amendment") amends the Supplemental Agreement No. 4 to Master Agreement for Architectural Services Hibser Yamauchi Architects, Inc. ("Supplemental Agreement 4") between San Rafael City Schools and Hibser Yamauchi Architects, Inc., which was entered into by and between San Rafael City Schools ("District") and Hibser Yamauchi Architects, Inc. ("Architect") (together, "Parties") pursuant to the terms of the Master Agreement for Architectural Services between San Rafael City Schools with Hibser Yamauchi Architects, Inc. for Measure B Projects ("Master Agreement") as follows:

RECITALS

WHEREAS, the Parties entered into the Master Agreement effective as of August 22, 2016 for the provision of professional design services in connection with the District's Measure B Bond Program;

WHEREAS, pursuant to the terms of the Master Agreement, the Parties enter into Supplemental Agreements to authorize Architect's work on certain Project(s) identified therein;

WHEREAS, those Supplemental Agreements fully executed by both Parties are considered an addendum to and integral part of the Master Agreement;

WHEREAS, the Parties executed Supplemental Agreement 4, as approved by the District's Board on or about December 12, 2016, for the provision of professional design and engineering services in for the District's San Pedro Elementary School;

WHEREAS, the Parties wish to amend Supplemental Agreement 4 to reflect the updated project modernization components, and Architect's adjusted fee;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

AGREEMENT TO AMEND

1. Article 2 to Supplemental Agreement 4 ("**Project**") is deleted and amended to read in its entirety:
2. **Project:** Professional design and engineering services for the San Pedro Elementary School project, including:
 - a. New Instructional and Support Facilities: including new kindergarten classrooms, transitional kindergarten classrooms, preschool classrooms, and office and student support spaces.
 - b. Existing Facility Renovation/Modernization of: Six (6) classrooms, One (1) music room, extended learning spaces, One (1) newcomers classroom, remodeling office space into (1) One new primary classroom.
 - c. Redesigned Outdoor Areas: including an outdoor learning courtyard and parking lot pick-up and drop-off areas.

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2. Article 4 to Supplemental Agreement 4 ("**Fee**") is deleted and amended to read in its entirety:

4. **Fee:** The original fee of Seven Hundred Thirty-Three Thousand, Four Hundred and Ninety Dollars (\$733,490) is hereby increased by Sixty Thousand Dollars (\$60,000) pursuant to Amendment No. 1, and District shall pay Architect for all Services contracted for under this Supplement an amount equal to the following ("**Fee**"): Seven Hundred Ninety-Three Thousand, Four Hundred and Ninety Dollars (\$793,490). The Fee shall be paid in accordance with the terms of **HYA Supplemental Agreement No. 4 – Exhibit D**, which is attached hereto and incorporated herein by this reference.

3. Article 5 to Supplemental Agreement 4 ("**Staffing**") is deleted and amended to read in its entirety:

5. **Staffing:** Services shall be provided in accordance with the terms of the Master Agreement, and the Project team shall be comprised of the following:

Architects: Hibser Yamauchi Architects, Inc., with individual staff to be approved by District.

Major Consultants:

Electrical/Fire Alarm Engineering: WHM, Inc.

Civil Engineering: Underwood & Rosenblum

Landscape Architect: Carducci & Associates

Cost Consultant: Leland Saylor Associates

Structural Engineering: Consultant subject to District's approval.

Mechanical Engineering: Consultant subject to District's approval.

Plumbing Engineering: Consultant subject to District's approval.

4. Supplemental Agreement 4 shall be amended to incorporate therein the document titled **HYA Supplemental Agreement No. 4 – Exhibit D**, as attached to this Amendment.

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5. All other provisions of Supplemental Agreement 4 and of the Master Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between Supplemental Agreement 4 and any provision thereof relating to the Amendment only, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 2017

San Rafael City Schools

By: _____

Print Name: _____

Print Title: _____

Dated: 10/5, 2017

Hibser Yamauchi Architects, Inc.

By:  _____

Print Name: Marcus Hibser

Print Title: Principal

HYA SUPPLEMENTAL AGREEMENT NO. 4 – EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>\$18,337.25</u>
Schematic Design Phase	<u>\$73,349.00</u>
Design Development Phase	<u>\$140,360.75</u>
Construction Documents Phase-Submittal to DSA	<u>\$238,613.27</u>
Approval by DSA	<u>\$40,002.81</u>
Bidding Phase	<u>\$17,545.09</u>
Construction Administration Phase	<u>\$184,574.38</u>
Close Out Phase	<u>\$80,707.45</u>
Generate Punch List	(20% of total Close Out Phase Amount, above)
Sign Off On Punch List	(20% of total Close Out Phase Amount, above)
Receive and Review All M & O Documents	(20% of total Close Out Phase Amount, above)
Filing All DSA Required Close Out Documents	(20% of total Close Out Phase Amount, above)
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	(20% of total Close Out Phase Amount, above)
TOTAL BASE COMPENSATION	<u>\$793,490.00</u>

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:
- a. **Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.
 - b. **For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
 - c. **For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
 - d. **For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
 - e. **For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.
 - f. **For Construction Administration Phase:**

Monthly payments for the percentage of all Services complete with one hundred percent (100%) payment upon the District's notice of completion.
 - g. **For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.
 - h. **Format and Content of Invoices for Services/Work Billed on a Time and Materials Basis:**

Architect acknowledges that the District requires Architect's invoices to include detailed explanations of the Services performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours