

**AMENDMENT NO. 1 TO AGREEMENT FOR MASTER PLANNING SERVICES BETWEEN
SAN RAFAEL CITY SCHOOLS AND HIBSER YAMAUCHI ARCHITECTS, INC.**

This Amendment No. 1 ("Amendment") amends the Agreement for Master Planning Services Between San Rafael City Schools and Hibser Yamauchi Architects, Inc. ("Agreement"), which was entered into by and between San Rafael City Schools ("District") and Hibser Yamauchi Architects, Inc. ("Consultant") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of March 3, 2014 for the provision of master planning services;

WHEREAS, the Parties wish to amend the term of the Agreement;

WHEREAS, the Parties wish to amend Consultant's services to include continued master facilities planning consultation and re-visioning of the Short Elementary School site master plan;

WHEREAS, the Parties wish to amend the Agreement to include compensation for Architect's continued master facilities planning consultation on a time and materials basis; and

WHEREAS, the Parties wish to amend the Agreement to include compensation for Architect's re-visioning of the Short Elementary School site master plan on a lump-sum basis;

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 5 to the Agreement ("Term") is amended to read in its entirety:

Article 5. Term.

Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall begin on the date of this Agreement as stated above and shall end on June 30, 2017.

2. Section 6.1 of Article 6 to the Agreement ("Fee and Method of Payment") is amended read in its entirety:

- 6.1 District shall pay Consultant an amount equal to **Three Hundred Twenty Seven Thousand Dollars (\$327,000)** for all services contracted for under this Agreement and based on the provisions contained herein, including those contained in **Exhibit "B."**

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3. **Exhibit "A"** to the Agreement ("Responsibilities and Services of Master Planning Consultant") is amended to add:

5. CONTINUED ENGAGEMENT AND CONSULTATION

- 5.1 Continue to refine needs and priorities and projects related to community feedback, including attending seven (7) meetings with District staff and committees;
- 5.2 Transition the master facilities plan to future architects performing design work, including attending twelve (12) meetings;
- 5.3 Prepare for and attend, and present at community and Board presentations, including six (6) meetings and/or presentations.

6. RE-VISION SHORT ELEMENTARY SCHOOL SITE PLAN

Based on specific budgets, Consultant will work to develop an alternative to the approved master plan for the Short Elementary School Site, which will include the following tasks and services:

- 6.1 Conduct two (2) Site Committee meetings to guide the Short Elementary School Committee through the re-visioning process;
- 6.2 Develop various scenarios for the development of an updated master plan that best utilizes the currently established construction budget for Short Elementary School of \$3.9 million;
- 6.3 Develop cost estimates associated with the updated master plan vision of the Short Elementary School campus;
- 6.4 Prepare and make a final presentation of recommendations to the District Board.

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4. Section 2 of **Exhibit "B"** to the Agreement ("Payment Provisions and Criteria and Billing for Extra Services") is amended to read in its entirety:

2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District.

2.1 The Fee for Basic Services, Investigation, Program Development, Program Presentation and Deliverables (see **Exhibit "A"**) shall be Paid as indicated below ("Fee Schedule").

High Schools, District Admin. Offices and Corporation Yard Phase	Percentage Amount	Dollar Amount
Investigation	25%	\$17,875
Program Development	20%	\$14,300
Program Presentation and Deliverables (Initial Draft)	30%	\$21,450
Program Presentation and Deliverables (Final Draft)	15%	\$10,725
Program Presentation and Deliverables (Revised Final Draft)	10%	\$7,150
Total	100%	\$71,500
Elementary and Middle Schools Phase	Percentage Amount	Dollar Amount
Investigation	25%	\$48,375
Program Development	20%	\$38,700
Program Presentation and Deliverables (Initial Draft)	30%	\$58,050
Program Presentation and Deliverables (Final Draft)	15%	\$29,025
Program Presentation and Deliverables (Revised Final Draft)	10%	\$19,350
Total	100%	\$193,500

2.2 The Fee for Continued Engagement and Consultation (see **Exhibit "A"**) shall be on a time and materials basis, not-to-exceed Fifty Thousand Dollars (\$50,000), utilizing the rates set forth under "Payment for Extra Services" section 4 of this same **Exhibit "B."** Consultant shall submit monthly invoices as provided for in this Agreement.

2.3 The Fee for Re-Vision of the Short Elementary School Site Plan shall be on a lump-sum basis in the amount of Twelve Thousand Dollars (\$12,000), which shall be paid as indicated below:

Re-Vision Short Elementary School Site Plan Phase	Percentage Amount	Dollar Amount
6.1 Two Site Committee Meetings	19%	\$2,300
6.2 Scenario Development (including draft/prep work)	42%	\$5,000
6.3 Cost Estimates (including draft/prep work)	10%	\$1,200
6.4 Final Presentation (including draft/prep work)	29%	\$3,500
Total	100%	\$12,000

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5. **Exhibit "C"** to the Agreement ("Schedule of Services of Master Planning Consultant") is amended to add section 4, which reads in its entirety:

4. Consultant shall complete all work associated with the re-vision of the Short Elementary School Site Plan on or by December 31, 2016 in accordance with the Program Map budget for Short Elementary School approved by the Board.

6. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Agreement and any provision of the Agreement 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: _____, 2016

San Rafael City Schools

By: _____

Print Name: _____

Print Title: _____

Dated: APRIL 13, 2016

Hibser Yamauchi Architects, Inc.

By:  _____

Print Name: MARCUS HIBSER

Print Title: PRINCIPAL