

**PROJECT ADDENDUM
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum to Agreement for Architectural Services (“**Addendum**”) is made as of March 18, **2020**, and forms a part of the Agreement for Architectural Services between **San Mateo-Foster City School District**, a California public school district (“**District**”) and HMC Group (“**Architect**”) (collectively “**Parties**”) dated on or about March 28, **2020** (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

George Hall Elementary School located at 130 San Miguel Way, San Mateo, CA 94403, as further described in the Project Scope attached hereto as Exhibit “A”.

The scope of work may include, but is not limited to the following, plus the following assumptions:
New Construction and Modernization on the George Hall Elementary School site with a total construction cost of \$6,650,000.

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement shall remain in full force and effect.

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect’s firm shall be associated with the Project in the following capacities:

Principal in Charge:	<u>Brian Meyers</u>
Design Principal:	<u>Marko Blagojevic</u>
Senior Project Manager / AOR:	<u>Judy Krall</u>
Senior Interior Designer:	<u>David Perez</u>
Senior Project Manager	<u>Judy Krall</u>
Senior Construction Administrator:	<u>Alex Seefeldt</u>

- 3.2.1. The Architect agrees to contract for or employ at Architect’s expense, the following Consultant(s) to be associated with the Project in the following capacities:

Electrical:	<u>LP Consulting Engineers</u>
Mechanical:	<u>LP Consulting Engineers</u>
Structural:	<u>Hobach & Lewin</u>
Civil:	<u>C2G</u>
Landscape:	<u>ANLA</u>
Food Service:	<u>Stafford Design Group</u>
Acoustics (Optional):	<u>Acoustical Engineering Consultants</u>
Estimating:	<u>MTI Inc.</u>

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the Project.
 - 3.4. The Architect shall not change any of the key personnel or Consultants listed above without prior

written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.

- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement, and subject to the terms of this Agreement, an amount equal to the following ("Fee"):

Construction Costs - **\$6,650,000**

70% NEW CONSTRUCTION - Based on SAB/OPSC Fee Structure - **\$4,655,000**

30% MODERNIZATION - Based on SAB/OPSC Fee Structure - **\$1,995,000**

SAB/OPSC Fee Structure for NEW CONSTRUCTION

1. Nine percent (9%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
2. Eight and one-half percent (8-1/2%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.
3. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
4. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) computed cost.
5. Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.
6. Five percent (5%) of computed cost in excess of Ten Million Dollars (\$10,000,000).

Computed Cost of NEW CONSTRUCTION: **\$4,655,000**

Fee based on Computed Costs: **\$353,350**

SAB/OPSC Fee Structure for MODERNIZATION

1. Twelve percent (12%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
2. Eleven and one-half percent (11 1/2%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.
3. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.

4. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
5. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
6. Eight percent (8%) of computed cost in excess of Ten Million Dollars (\$10,000,000).

Computed Cost of MODERNIZATION: **\$1,995,000**

Fee based on Computed Costs: **\$226,950**

The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect unless such Change Order results in value added to the project to the extent that such item or component would have been otherwise valued at bid time. In addition, the computed cost will include General Conditions and related Construction Management fees for CM/Multiple Prime Contracts.

For those projects or portions of projects that are designed assuming a single bid package that are subsequently let using separate bid packages, the computed Architect's fee shall be based utilizing the above referenced sliding scale for each separate bid package.

TOTAL FEE	
NEW CONSTRUCTION:	\$353,350
<u>MODERNIZATION:</u>	<u>\$226,950</u>
	\$580,300

- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)

Add the following to indicate the number of meetings for each Phase indicated in the following sections:

- 9.3. Meetings During Project Initiation Phase (three (3) meetings)
- 9.4. Initial Site Visits (three (3) meetings)
- 9.5. Meetings During Architectural Program (three (3) meetings)
- 9.6. Meetings During Schematic Design Phase (eight (8) meetings)
- 9.7. Meetings During Design Development Phase (six (6) meetings)
- 9.7.2. Value Engineering Workshop (two (2) meetings)
- 9.8. Meetings During Construction Documents Phase (eight (8) meetings)
- 9.9. Meetings During Bidding Phase (three (3) meetings)

Exhibit "B," Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

Replace **Section 10** with the following: The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Work and shall not be changed for the term of the Agreement, unless agreed to in writing by the Parties and approved by the District's Board.

BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Principal	\$ 235.00
Senior Project Manager	\$ 210.00
Project Manager	\$ 190.00
Project Leader	\$ 170.00
Senior Construction Administration	\$ 210.00
Construction Administration Support	\$ 105.00
Design Principal	\$ 235.00
Senior Project Designer	\$ 210.00
Project Designer	\$ 190.00
Design Leader	\$ 170.00
Designer II	\$ 125.00
Designer	\$ 110.00
Specifications Writer	\$ 190.00
Agency Compliance	\$ 135.00

Exhibit "C" (SCHEDULE OF WORK)

Add the following to indicate the schedule for Architect's performance of the Project:

Phase	Date to be Completed <u>OR</u> Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
Pre- Design/Architectural Program Development Phase:	60 days
For Schematic Design Phase:	60 days
For Design Development Phase:	90 days
For Construction Documents Phase:	120 days
For Bidding Phase:	120 days
For Construction Administration Phase:	600 days
For Close Out:	August, 2023

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Dated: _____, 2020

Dated: April 20, 2020

San Mateo-Foster City School District

HMC GROUP

Signature: _____

Signature: 

Print Name: _____

Print Name: Brian Meyers

Print Title: _____

Print Title: K-12 Practice Leader