

PROJECT ADDENDUM No. 2
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum to Agreement for Architectural Services ("**Addendum**") is made as of February 4, 2021, and forms a part of the Agreement for Architectural Services between **San Mateo-Foster City School District**, a California public school district ("**District**") and HED Architects ("**Architect**") (collectively "**Parties**") dated on or about March 17, 2020 ("**Agreement**"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("**Project**"):

Bowditch Middle School Modernization/Rebuild/New Gym, located at 1450 Tarpon Street, Foster City, CA 94404.

The scope of work may include, but is not limited to the following, plus the following assumptions: General modernization, partial rebuild and new facilities per the District's Facilities Master Plan for the New Decade adopted by the Board of Trustees on July 30, 2020.

This Addendum modifies and further clarifies the Master 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 Master 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 and its current work planning the new facilities at Bowditch funded by Measure X.
- 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: Wallace B. Gordon, AIA
Principal: Wallace B. Gordon, AIA
Co-Principal: Richard Parks, AIA
Project Director: Scott Berge, AIA
Project Architect: Scott Berge, AIA

- 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:	AEC, Inc.
Mechanical:	H&M Mechanical Group
Structural:	HED
Civil:	Warren Consulting
Landscape:	Gates & Associates
Cost Consultant:	Silva Consulting
Others:	TBD

- 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 starting no later than February 15, 2021 or upon the execution of this Addendum and notice to proceed, whichever comes first, with a feasibility study to develop a Master Plan for the Bowditch site to include what buildings are to be rebuilt and which are to be renovated and, for those as well as the new gym to be built, the locations for all. 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"). The fee is to be based on the following applied to the total construction cost of the Project:

6.1.1. 10 percent for new construction including rebuilding

6.1.2. 12 percent for modernization of existing facilities

6.2 Computed Cost: 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.

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 fee percentages for each separate bid package.

6.3 The total projected fee for this Project is \$5,475,833.

6.4 Architect shall bill its work under this Addendum pursuant to the following:

PERCENTAGE OF TOTAL FEE PER PHASE		
Phase		Phase Amount
Project Initiation & Master Planning		4%
Schematic Design Phase		10%
Design Development Phase		15%
Construction Documents Phase		35%
DSA Stamped Approval		3%
Bidding Phase		3%
Construction Administration Phase		25%
Closeout Phase		5%
Generate Punch List	1%	
Sign Off On Punch List	1%	
Receive and Review All O&M Documents	1%	
Filing All DSA Required Closeout Documents	1%	
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	1%	

- 6.5 The Architect's fees are subject to the final scope of work and project budget that is not determined as of the date of this Addendum. The Architect's fee allocations are subject to the yet to be determined final scope of work and project budget.
- 6.6 The Architect's Fee set forth in this Agreement and with any future modifications approved by the Board of Trustees shall be full compensation for all of Architect's Services incurred in the performance hereof.
- 6.7 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.

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

Dated: _____, 2021

Dated: January 29, 2021

San Mateo-Foster City School District

HED Architects

Signature: _____

Signature:  _____

Print Name: Patrick Gaffney

Print Name: Wallace B. Gordon, AIA (C-12984)

Print Title: Chief Business Official

Print Title: Principal