

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

This Project Addendum to Agreement for Architectural Services (“Addendum”) is made as of April 22, 2021, and forms a part of the Master Agreement for Architectural Services between **San Mateo-Foster City School District**, a California public school district (“District”) and LPA, Inc. (“Architect”) (collectively “Parties”) dated on or about _____, 2021 (“Agreement”). This Addendum incorporates Services to be performed by Architect for the following project (“Project”):

Multipurpose Room/Building [Project], located at Highlands Elementary School

The scope of work may include, but is not limited to the following, plus the following assumptions:

A new multipurpose room building designed to District Standards which is compatible with the Highlands School Site and includes a multipurpose room with a small stage, a survey/serving area for students, a warming/prep kitchen, restrooms, table and chair storage, custodial area and other areas that may be added to the project scope by the District. Any off-site work is limited to utility connections located at the centerline of the adjacent streets at the perimeter of the site.

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 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.
- 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>Patrick McClintock</u>
Principal:	<u>Jim Kisel</u>
Project Director:	<u>Walter Estay</u>
Project Architect:	<u>Denise Flatley</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>LPA, Inc.</u>
Mechanical:	<u>LPA, Inc.</u>
Structural:	<u>LPA, Inc.</u>
Civil:	<u>LPA, Inc.</u>
Landscape:	<u>LPA, Inc.</u>
Food Service:	<u>TBD</u>
Acoustics (Optional):	<u>Salter</u>
Estimating:	<u>Leland Saylor</u>
Other:	<u>Mudry-Fire Protection</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"):

An amount equal to 7.16 percent (7.16%) of the projected Construction Cost Budget. The estimated Construction Cost Budget at the time of execution of this Agreement is \$7,560,000.00, therefore the estimated fee is \$541,100.00.

The above proposed Fee applies to the Basic Services for the Architectural and Engineering team. Extra Services and specialty consultants to comply with SWPPP preparation, Fire Sprinkler Design, Theater Design, Acoustic Design, Food Service, Off-site design, Interim Housing and Security (if required) are in addition to the base fee schedules. Fees for these consultants are negotiable in collaboration with the District and will be adjusted after programming.

The Fee shall adjust based on the Construction Cost Budget at the end of the Design Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget at that time.

- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit “D”** of the m
- 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 (Two (2) meeting (s))
- 9.4. Initial Site Visits (One (1) meeting)
- 9.5. Meetings During Architectural Program (Three (3) meeting (s))
- 9.6. Meetings During Schematic Design Phase (Five (5) meeting (s))
- 9.7. Meetings During Design Development Phase (Six (6) meeting (s))
- 9.7.2. Value Engineering Workshop (Two (2) meeting (s))
- 9.8. Meetings During Construction Documents Phase (Five (5) meeting (s))
- 9.9. Meetings During Bidding Phase (Two (2) meeting (s))

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.

LPA BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Principal	\$ <u>265</u> .00
Discipline Director	\$ <u>230</u> .00
Project Director	\$ <u>240</u> .00
Project Leader	\$ <u>185</u> .00
Project Manager	\$ <u>155</u> .00
Design Coordinator II	\$ <u>160</u> .00
Design Coordinator I	\$ <u>135</u> .00
Designer III	\$ <u>125</u> .00
Designer II	\$ <u>110</u> .00
Designer I	\$ <u>100</u> .00
Senior Specialist	\$ <u>125</u> .00
Support Specialist III	\$ <u>105</u> .00
Support Specialist II	\$ <u>95</u> .00
Support Specialist I	\$ <u>85</u> .00
Intern	\$ <u>75</u> .00

WEBB Foodservice design**HOURLY COMPENSATION RATES:**

Principal	\$200.00
Associate Principal	\$175.00
Project Manager	\$150.00
Designer	\$50.00
Associate Project Manager	\$135.00
Equipment Specialist	\$135.00
Job Captain	\$120.00
Administration	\$80.00

Salter***Schedule of Hourly Rates***

President and Senior Vice President	\$400
Vice President.....	\$325
Senior Associate.....	\$275
Associate.....	\$225
Senior Consultant.....	\$195
Consultant.....	\$170
Technical Assistant.....	\$115

Leyland Saylor

Principal	\$235.00
Director of Pre-Construction Services/Managing Estimator	\$206.00
Senior Project Manager	\$185.00
Senior MEP Estimator	\$185.00
Senior Estimator	\$180.00
Estimator II	\$155.00
Estimator I	\$125.00
Senior Scheduler	\$185.00
Scheduler	\$155.00
Technical Services	\$115.00

Exhibit "C" (SCHEDULE OF WORK)

Add the following to indicate the schedule for Architect's performance of the Project (*estimated based on limited scope to be clarified after programming*):

Phase	Date to be Completed <u>OR</u> Calendar Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
Pre- Design/Architectural Program Development Phase:	<u>N/A</u> Days
For Schematic Design Phase:	<u>125</u> Days
For Design Development Phase:	<u>97</u> Days
For Construction Documents Phase:	<u>132</u> Days
For Bidding Phase:	<u>55</u> Days
For Construction Administration Phase:	<u>365</u> Days
For Close Out:	<u>55</u> Days

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

Dated: _____, 2021

Dated: April 14, 2021

DS
WE

DS
MT

San Mateo-Foster City School District

Company:

LPA Inc.
DocuSigned by:

Signature: _____

Signature: Jon Mills
D086A967266F48C...

Print Name: _____

Print Name: Jon Mills

Print Title: _____

Print Title: COO

THIS PAGE INTENTIONALLY LEFT BLANK