



- 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 Parkside Montessori 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 Parkside Montessori 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 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."**
- 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.

<b>BASIC HOURLY RATE SCHEDULE</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Principal	\$ 235.00
Senior Project Manager	\$ 210.00
Project Manager	\$ 190.00
Project Leader	\$ 170.00
Senior Construction Administrator	\$ 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:

<b>Phase</b>	<b>Date to be Completed OR Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase</b>
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:	400 Days
For Close Out:	60 days

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

Dated: \_\_\_\_\_, 2021

Dated: April 14, 2021

**San Mateo-Foster City School District**

**HMC Group**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Brian Meyers

Print Title: \_\_\_\_\_

Print Title: K-12 Practice Leader

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