

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

This Project Addendum to Agreement for Architectural Services (“Addendum”) is made as of April XX 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 HKIT (“Architect”) (collectively “Parties”) dated on or about **April 2, 2021** (“Agreement”). This Addendum incorporates Services to be performed by Architect for the following project (“Project”):

Multipurpose Room/Building [Project], located at LEAD 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 LEAD School Site that includes a multipurpose room with a small stage/platform, a servery/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.

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>Jeffrey M Evans</u>
Principal:	<u>Jeffrey M Evans</u>
Project Director:	<u>Melissa Regan-Byers</u>
Project Architect:	<u>Jeff Ellis</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>BWF Consulting Engineers</u>
Mechanical:	<u>Alter Consulting Engineers</u>
Structural:	<u>H. D. Rueb Structural Engineering</u>
Civil:	<u>Kister, Savio, & Rei, Inc.</u>
Landscape:	<u>Keller Mitchell & Co.</u>
Food Service:	<u>N G Associates</u>
Acoustics (Optional):	<u>N / A</u>
Estimating:	<u>Counterpoint Construction Services</u>
Other: Fire Protection	<u>Cypress Engineering Group</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 Addendum to the Master Agreement, and subject to the terms of this Addendum and the Master 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”** of the Master Agreement.
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit “D”** of the Master Agreement.
- 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”** of the Master Agreement.
- 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 for this project as indicated in the following sections:

- 9.3. Meetings During Project Initiation Phase (1 () meeting (s))
- 9.4. Initial Site Visits (1 () meeting (s))
- 9.5. Meetings During Architectural Program (0 () meeting (s))
- 9.6. Meetings During Schematic Design Phase (3 or 4 () meeting (s))
- 9.7. Meetings During Design Development Phase (as needed () meeting (s))
- 9.7.2. Value Engineering Workshop (as needed () meeting (s))
- 9.8. Meetings During Construction Documents Phase (as needed () meeting (s))
- 9.9. Meetings During Bidding Phase (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.

The hourly rates are in the Master Agreement for HKIT.

BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Principal	\$____.00
Senior Project Director	\$____.00
Project Director	\$____.00
Senior Project Manager	\$____.00
Managing Professional	\$____.00
Senior Professional	\$____.00
Professional	\$____.00
Professional Staff	\$____.00
Intermediate Staff	\$____.00
Staff	\$____.00
Support Specialist	\$____.00
Clerical Staff	\$____.00

Intern	\$____.00
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Hourly Rates: See Master Agreement for hourly rates for the following

- For HD Rueb (Structure),
- For Alter (MP),
- For BWF (Elect),
- For Keller Mitchell (Landscape)
- For Counterpoint Construction Services (Estimator)

- For Kister, Savio, & Rei, Inc., see below
- For N G Associates (Food Service), see below
- For Cypress (Fire Protection), see below

Hourly Rates for Kister, Savio, & Rei, Inc.,

A. OFFICE AND PROFESSIONAL

Principal; Consultation, Court Appearances; etc.	\$ 220.00
Registered Engineer	\$ 180.00
Licensed Land Surveyor	\$ 180.00
Assistant Engineer	\$ 150.00
Survey Technician	\$ 150.00
CADD Drafter	\$ 135.00
Stenographic - Secretarial	\$ 65.00

Hourly Rates for N G Associates

Project Principal / Lead Designer	\$ 250
Project Manager / Consultant	\$ 195
Assistant Project Manager	\$ 185
CAD / Revit Design Manager	\$ 165
CAD / Revit Design Assistant	\$ 135
Administrative Assistant	\$ 95
<i>Rates are in effect for 2021 and may be subject to change</i>	

Hourly Rates for Cypress

RATE SHEET

PRINCIPAL (PE)	\$ 185.00
SENIOR PROJECT MANAGER (PE)	\$ 180.00
COMMISSIONING AGENT (PE)	\$ 155.00
PROJECT MANAGER (PE)	\$ 155.00
PROJECT ENGINEER (PE)	\$ 145.00
APPLICATION ENGINEER	\$ 135.00
DESIGNER	\$ 125.00
CADD	\$ 115.00
ADMINISTRATION	\$ 85.00

Exhibit "C" (SCHEDULE OF WORK)

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

Phase	Date to be Completed OR Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
Pre- Design/Architectural Program Development Phase:	<u>30</u> Days
For Schematic Design Phase:	<u>150</u> Days
For Design Development Phase:	<u>90</u> Days
For Construction Documents Phase:	<u>150</u> Days
For DSA Review Approval Phase:	<u>160 +/-</u> Days
For Bidding Phase:	<u>60</u> Days
For Construction Administration Phase:	<u>365</u> Days
For Close Out:	<u>90</u> , 202 <u> </u>

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

Dated: _____, 2021

Dated: 4/15/21 _____, 2021

San Mateo-Foster City School District

Print Title: _____

Signature: _____

Print Name: _____

Signature:



Print Name: _Jeffrey M Evans _____

Print Title: _Principal _____

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