

**PROJECT ADDENDUM  
#2  
TO  
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum to Agreement for Architectural Services (“Addendum”) is made as of **June 11, 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 **Aedis Inc (dba Aedis Architects)** (“Architect”) (collectively “Parties”) dated on **February 19, 2021** (“Agreement”).

This Addendum incorporates Services to be performed by Architect for the following project(s) (“Project”):

**HVAC AND AIR FILTRATION IMPLEMENTATION PROJECT at EIGHT SITES: Audubon ES, Bayside Academy, Baywood ES, Beresford ES, Foster City ES, LEAD ES, Parkside ES, and San Mateo Park ES as further described in the Project Scope attached hereto as Exhibit “A”.**

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>THANG DO</u>
Project Architect:	<u>KAITLIN BAILEY</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>AMERICAN CONSULTING</u>
	<u>ENGINEERS ELECTRICAL, INC.</u>
Mechanical:	<u>CYPRESS ENGINEERING</u>
	<u>GROUP</u>
Structural:	_____
Civil:	_____
Landscape:	_____
Food Service:	_____
Acoustics (Optional):	_____
Estimating:	_____
Other:	_____

- 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 Addendum 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"):

**Three Million Five Hundred Thirty-five Thousand and 00/100 dollars (\$3,535,000)**

-

- 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: Two (2) meeting (s)

- 9.3. Initial Site Visit:s Three (3) meeting (s)
- 9.4. Meetings During Schematic Design Phase: Three (3) meeting (s)
- 9.5. Meetings During Design Development Phase: Three (3) meeting (s)
- 9.7.2. Value Engineering Workshop: Two (2) meeting (s)
- 9.6. Meetings During Construction Documents Phase: Four (4) meeting (s)
- 9.7. Meetings During Bidding Phase: One (1) 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.

<b>BASIC HOURLY RATE SCHEDULE (Effective through 12-31-2021)</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
President / CEO	\$ 250.00 / hr
Principal	\$ 225.00 / hr
Associate Principal	\$ 210.00 / hr
Director of Educational Planning	\$ 200.00 / hr
Senior Project Manager	\$ 200.00 / hr
Project Architect/Project Manager	\$ 180.00 / hr
Contract Administrator	\$ 180.00 / hr
Senior Designer	\$180.00 / hr
Assistant Project Manager	\$ 160.00 / hr
Designer	\$ 135.00 / hr
Interior Designer 1	\$ 150.00 / hr
Interior Designer 2	\$ 130.00 / hr
Office Manager	\$ 160.00 / hr
Administrator	\$ 120.00 / hr

**Exhibit "C" (SCHEDULE OF WORK)**

See Aedis Architects Proposal dated May 17, 2021, incorporated herein as part of this Addendum.

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

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

Dated:

**San Mateo-Foster City School District**

**Aedis Architects**

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

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

Print Name: PATRICK GAFFNEY

Print Name: THANG DO

Print Title: CHIEF BUSINESS OFFICIAL

Print Title: CEO