

**PROJECT ADDENDUM TO  
AGREEMENT FOR ARCHITECTURAL SERVICES  
BY AND BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
AND  
QUATTROCCHI KWOK ARCHITECTS, INC.**

This Project Addendum to Agreement for Architectural Services (“**Addendum**”) is made as of           December          , **2020**, and forms a part of the Agreement for Architectural Services between **Mountain View Whisman School District**, (“**District**”) and **Quattrocchi Kwok Architects, Inc.**, (“**Architect**”) (individually a “Party” and collectively the “Parties”) dated on or about **April 29, 2015**, (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

**Services of the Bidding, Construction Administration and Close Out Phases of the Project (Mistral Elementary School, Phase 4, Increment 3 Administration Building Project)**

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 2. Scope, Responsibilities, and Services of Architect**

**Replace Section 2.1 with the following:**

- 2.1 Architect shall render the Services as described in **Exhibit " A,"** in accordance with the Addenda, as executed by both District and Architect, commenting with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as Exhibit "C." **Architect has already prepared all design and Construction Documents for the Project and the Architect shall, pursuant to this Addendum, perform all Services from the Bidding Phase through the Close Out Phase.**

**Article 3. Architect Staff**

**Replace Section 3.2 with the following:**

- 3.2 The Architect agrees that the following key personnel in Architect’s firm shall be associated with the Project in the following capacities:

<b>Architect’s Principals:</b>	<b>Architect’s Consultants:</b>
Principal in Charge: _____	Electrical: _____
Project Director: _____	Mechanical: _____
Project Architect(s): _____	Structural: _____
Other: _____	Civil: _____
	Landscape: _____
	Food Service: _____
	Acoustics: _____
	Other: _____

**Article 4. Schedule of Services**

**Replace Article 4 with the following:**

The Architect shall commence Services under this **Addendum** upon the Parties’ execution of this Addendum and shall perform the Services diligently as described in the Agreement and **Addendum** so as to proceed with and complete the Services in compliance with the estimated schedule below. Time is of the essence and failure of Architect to perform Services on time as specified is a material breach of this Agreement.

ESTIMATED SCHEDULE OF SERVICES	
Beginning of Bidding Phase	_____, 2020
Beginning of Construction Administration	_____, 2021
End of Close Out Phase	_____, 202_____

**Article 5. Construction Cost Budget**

**Replace Section 5.1 with the following:**

5.1 The Construction Cost Budget for the scope of the Project is **Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000)** and pursuant to the payment schedule included as part of the estimated schedule herein. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.

**Article 6. Fee and Method of Payment**

**Replace Section 6.1 with the following:**

6.1 District shall pay Architect for all Services contracted for under this Addendum, and subject to the terms of this Agreement, an amount not to exceed **Two Hundred Fourteen Thousand Five Hundred Dollars (\$214,500)**, paid on a monthly time and materials basis for which Architect shall bill its work under this Agreement in accordance with **Exhibit D** to the Agreement.

**Article 28. Other Provisions**

**Add Section 28.4 to Article 28, as follows:**

28.4The Parties agree that this Addendum constitutes a new contractual obligation that is not inconsistent with the time frames indicated in Education Code section 17596.

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

Dated: \_\_\_\_\_, 20\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_

**Mountain View Whisman School District**

**Quattrocchi Kwok Architects, Inc.**

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

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

Print Name: Ayinde Rudolph Ed.,D.

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

Print Title: Superintendent

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