

**Supplemental Agreement No. 3 to Master Agreement for Architectural Services –**

**Deems Lewis McKinley, Inc.**

This Supplemental Agreement No. 3 ("Supplement") is an addendum to the Master Agreement for Architectural Services by and between San Rafael City Schools and Deems Lewis McKinley, Inc. ("Master Agreement") entered by San Rafael City Schools ("District") and Deems Lewis McKinley, Inc. ("Architect") (together, "Parties") as follows:

**RECITALS**

**WHEREAS**, the Parties entered into the Master Agreement effective as of August 22, 2016 for the provision of professional design services in connection with the District's Measure A and B bond program ("Program");

**WHEREAS**, the Master Agreement provides that the Parties may execute this Supplement to authorize Architect's work on certain Project(s) identified herein;

**WHEREAS**, the Parties wish to supplement the Master Agreement to assign Architect the Project(s) and accompanying terms, including but not limited to scope and payment, contained herein;

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

**SUPPLEMENTAL AGREEMENT NO. 3**

1. **Effect:** This Supplement is entered into pursuant to the Master Agreement, and, when fully executed, is considered as an integral part of said Master Agreement subject to all the provisions and conditions thereof. The District does hereby authorize Architect to provide professional services on the Project as described herein.
2. **Project:** Glenwood Elementary School Multi-Purpose Facility.
  - 2.1. Architect shall provide Professional design and architectural services, including any necessary mechanical, fire alarm design, structural engineering, or other engineering services, for a new Multi-Purpose Facility at Glenwood Elementary School ("Services").
3. **Scope of Services:** Upon final execution of this Supplement, Architect's Services shall include all services and phases included in **Exhibit "A"** to the Master Agreement, including all meetings and deliverables identified in **Attachment 1** to this Supplement.
4. **Construction Cost Budget:**
  - 4.1. The Construction Cost Budget, as defined in the Master Agreement, for the Project is Two Million, Eight Hundred Twenty-Five Thousand, Six Hundred Fifty Dollars (\$2,825,650).
5. **Fee:** Services are to be provided on a fixed fee basis in the amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000) to be invoiced and paid in accordance with the terms of **Exhibit "D"** to the Master Agreement.
  - 5.1. Architect may request reimbursement for printing, reproduction, shipping, delivery, and courier costs at the rate identified in the Master Agreement and in an amount not to exceed Two Thousand, Five Hundred Dollars (\$2,500).

**Supplemental Agreement No. 3 to Master Agreement for Architectural Services –**

**Deems Lewis McKinley, Inc.**

Reimbursement for other costs or expenses will not be permitted without the District’s advance written approval.

- 6. **Staffing:** Services shall be provided by Architect and the following consultants to Architect:
  - 6.1. **DLM**, providing architectural and professional design services;
  - 6.2. Staffing from the following consultants is included within Architect’s Services and Fee: architectural, mechanical, electrical, structural, civil engineering, and/or specifications writer. Specific firms subject to District approval.
- 7. **Schedule:** Services shall be provided with the intent of completing construction before the 2018-2019 school year, and in no event later than December 15, 2019, and in accordance with the terms of **Attachment 2** to this Supplement.
- 8. The provisions, terms and conditions of this Supplement are in addition to those contained in the Master Agreement. The provisions, terms and conditions contained in the Master Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Supplement and any provision of the Master Agreement relating to the Supplement only, the provisions of this Supplement shall control.

**IN WITNESS WHEREOF**, the Parties hereto have accepted and agreed to this Supplement on the dates indicated below.

Dated: \_\_\_\_\_, 2017

Dated: \_\_\_\_\_, 2017

**San Rafael City Schools**

**Deems Lewis McKinley, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**Supplemental Agreement No. 3 to Master Agreement for Architectural Services –**

**Deems Lewis McKinley, Inc.**

**Attachment 1: Meetings**

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below, with the specific number of meetings for a Project to be determined in the Supplemental Agreement assigning that Project to Architect. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
2. **General Meeting, Site Visit, and Workshop Requirements**
  - a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
  - b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
  - c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
  - d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.
3. **Meetings During Project Initiation Phase (Three (3) meeting(s))**
  - a. Within the first week following execution of the Agreement, Architect shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
    - (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
    - (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
    - (iii) During this meeting, Architect shall:
      - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
      - (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

**Supplemental Agreement No. 3 to Master Agreement for Architectural Services –**

**Deems Lewis McKinley, Inc.**

(C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

b. Architect shall participate in two (2) meeting(s) as requested by District.

**4. Initial Site Visits (Four (4) meeting(s))**

a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

**5. [RESERVED]**

**6. Meetings During Schematic Design Phase (Three (3) meeting(s))**

a. The District may, at its discretion, allow Architect to proceed with meetings without using CADD. Workshops shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. Workshops shall include the following:

(i) Architect shall designate its team member duties and responsibilities.

(ii) Architect and District shall review District goals and expectations.

(iii) District shall provide input and requirements.

(iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

(v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.

(vi) Establish methods to facilitate the communication and coordination efforts for the Project.

**7. Meetings During Design Development Phase (Two (2) meeting(s))**

**a. Value Engineering Workshop (Two (2) meeting(s))**

(i) Architect shall conduct value engineering workshop(s), as requested by the District, which shall include all of Architect's Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

**Supplemental Agreement No. 3 to Master Agreement for Architectural Services –**

**Deems Lewis McKinley, Inc.**

**8. Meetings During Construction Documents Phase (Sixteen (16) meeting(s))**

- a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct six (6) meeting(s), per package or submittal, with the District to revise the Design Development package and receive comments.
- b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct Six (6) meeting(s), per package or submittal, with the District to review the following:
  - (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
  - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.
- c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct four (4) meeting(s), per package or submittal, with the District to review the following:
  - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
  - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9. Meetings During Bidding Phase (Three (3) meeting(s))**

- a. Attend and take part in two (2) meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct one (1) kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**10. Meetings During Construction Administration Phase (Twelve (12) meeting(s), plus weekly Project meetings until entire Project is complete)**

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. This is expected to be twelve (12) meeting(s), per site, but Architect acknowledges that the Project may not be completed in this timeframe and agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.

**Supplemental Agreement No. 3 to Master Agreement for Architectural Services –**

**Deems Lewis McKinley, Inc.**

c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

**11. Citizens' Bond Oversight Committee Meetings (Two (2) meeting(s))**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review.

**12. Governing Board Meetings (Two (2) meeting(s))**

Architect acknowledges that the District's Governing Board must approve all designs. Architect shall, at the District's direction, attend District Governing Board meeting(s) and present the Architect's design to the District's Governing Board for review and approval.

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**Supplemental Agreement No. 3 to Master Agreement for Architectural Services –**

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**Attachment 2: Schedule**

- A. Promptly after the execution of this Agreement and execution of a Supplemental Agreement assigning a Project to Architect, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within **30 calendar days** after written authorization from the District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within **102 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
- |  |                          |
|--|--------------------------|
| 1. 50% Submittal Package                                 | <b>58 calendar days</b>  |
| 2. 100% Submittal Package                                | <b>82 calendar days</b>  |
| 3. Final Contract Documents after Final Back-Check Stage | <b>102 calendar days</b> |
- D. The durations stated above include the review periods required by the District and all other regulatory agencies.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

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