

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

This Project Addendum to Agreement for Architectural Services (“Addendum”) is made as of **March 18, 2020**, and forms a part of the Agreement for Architectural Services between **San Mateo-Foster City School District**, a California public school district (“District”) and **CSDA Design Group** (“Architect”) (collectively “Parties”) dated on or about **March 18, 2020** (“Agreement”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“Project”):

**Sunnybrae Elementary School, located at 1031 S. Delaware, San Mateo, CA 94402, as further described in the Project Scope attached hereto as Exhibit “A”.**

**The scope of work may include, but is not limited to the following, plus the following assumptions:**  
new multi-purpose and classroom building.

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>Zachary Goodman</u>
Principal:	<u>Zachary Goodman</u>
Project Director:	<u>Gaston Olvera</u>
Project Architect:	<u>Laurel Hieatt</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:	O’Mahony & Myer
Mechanical:	H&M Mechanical Group
Structural:	ZFA Engineers
Civil:	BKF Engineers
Landscape:	-
Food Service:	-
Acoustics (Optional):	-
Estimating:	Leyland Saylor
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 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"):

Five Hundred and Eighty Thousand, Three Hundred Dollars). (\$580,300.00). For informational purposes only, the fee is based on 70% new construction and 30% modernization for an aggregate percentage of eight point seven three percent (8.73%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

For reference, the following guideline for fee development has been provided:

##### *OPSC ARCHITECT'S FEE SCHEDULE (NEW CONSTRUCTION)*

- *Nine percent (9%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.*
- *Eight and one-half percent (8-1/2%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.*
- *Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.*
- *Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost.*
- *Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.*

- *Five percent (5%) of computed cost in excess of Ten Million Dollars (\$10,000,000).*

*OPSC ARCHITECT'S FEE SCHEDULE (MODERNIZATION/RECONSTRUCTION)*

- *Twelve percent (12%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.*
- *Eleven and one-half percent (11 1/2%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.*
- *Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.*
- *Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.*
- *Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.*
- *Eight percent (8%) of computed cost in excess of Ten Million Dollars (\$10,000,000).*

- 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 (One (1) meeting (s))
- 9.4. Initial Site Visits (One (1) meeting (s))
- 9.5. Meetings During Architectural Program (Two (2) meeting (s))
- 9.6. Meetings During Schematic Design Phase (Three (3) meeting (s))
- 9.7. Meetings During Design Development Phase (Three (3) meeting (s))
- 9.7.2. Value Engineering Workshop (One (1) meeting (s))
- 9.8. Meetings During Construction Documents Phase (Two (2) meeting (s))
- 9.9. 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.

(see below)

<b>BASIC HOURLY RATE SCHEDULE</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
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

<b>CONSULTANTS</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Managing Principal	\$ _____.00
Senior Vice President/Regional Vice President	\$ _____.00
Director of Cost Management	\$ _____.00
Senior Cost Manager	\$ _____.00
Cost Manager	\$ _____.00
Cost Management Technician/Coordinator	\$ _____.00

**CSDA Hourly Rate Schedule:**

## 2020 Hourly Rate Schedule

Rates Effective as of January 1, 2020

Principal	\$245 / hr
Associate Principal	\$230 / hr
Senior Project Manager	\$210 / hr
Project Manager	\$180 / hr
Project Architect	\$170 / hr
Sr. Construction Administrator	\$180 / hr
Construction Administrator	\$160 / hr
Designer IV	\$160 / hr
Designer III	\$140 / hr
Designer II	\$120 / hr
Designer I	\$100 / hr
Project Assistant	\$90 / hr
Intern	\$60 / hr

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

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

Phase	Date to be Completed <u>OR</u> Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
Pre- Design/Architectural Program Development Phase:	30 days
For Schematic Design Phase:	80 days
For Design Development Phase:	80 days
For Construction Documents Phase:	160 days
For Bidding Phase:	45 days
For Construction Administration Phase:	200 days
For Close Out:	30 days

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

Dated: \_\_\_\_\_, 2020

**San Mateo-Foster City School District**

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

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

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

Dated: March 19, 2020

**CSDA Design Group (Architects)**

Signature:



Print Name: Zachary Goodman

Print Title: Principal, AIA

March 19, 2020

Mr. Jose-Noel (Joel) Cadiz  
Director of Facilities | San Mateo-Foster City School District  
1170 Chess Drive, Foster City, CA 94404  
Phone: 650.312-7889 | Mobile: 415.312.9984

**Re: Proposal to Provide Architectural Services  
Measure X Phase II - Sunnybrae Elementary School**

Dear Mr. Cadiz:

CSDA is pleased to present the following proposal to provide architectural services for new building(s) at Sunnybrae Elementary School. Our proposal is based on the limited, preliminary project description and construction budget discussed on 3/17/2020. It is our understanding that there will be further discussions to define scope and schedule which may affect this preliminary proposal and if required a contract modification will be issued.

#### **PROJECT DESCRIPTION**

The proposed project as we currently understand it is for a new multi-purpose and classroom building on the existing Sunnybrae Elementary School campus. The preliminary project budget is \$9,500,000. including 30% soft costs. The preliminary construction budget is \$6,650,000.

#### **SCOPE OF WORK**

This proposal covers basic architectural services per the Master Agreement (as amended herein).

#### **SCHEDULE**

TBD

#### **CONSULTANT TEAM**

The consultant team will include the following engineering and design Consultants:

Civil Engineer  
Structural Engineer  
Mechanical Engineer

BKF Engineers  
ZFA Engineers  
H&M Mechanical Group

Electrical Engineering  
Cost Estimating

O'Mahony & Myer  
Leyland Saylor

## COMPENSATION

As compensation for Architectural and Engineering Services, CSDA proposes a fixed fee of \$580,300.00 (Five Hundred and Eighty Thousand, Three Hundred Dollars). Reimbursables expenses shall include mileage, printing costs, and postage and shall be reimbursed at cost (not to exceed 10% of total fee or \$58,000.00). Changes or additions to the scope of improvements or services, will be performed as an additional service with prior authorization by the District. Please note that this fee is a placeholder and may be adjusted as scope and schedule become better defined.

## EXCLUSIONS

- Existing facilities assessments and documentation
- Programming (2 meetings and summary report included)
- Modernization of existing facilities (beyond isolated classroom interior refresh)
- Path of travel upgrades, site lighting, toilet room upgrades
- Design of additive alternate bid scope beyond 5% of project construction budget
- Public Outreach and stakeholder meeting facilitation
- Renderings and physical models
- Telecom, security system, and AV system designs
- Landscape design
- Acoustic Engineering
- Fire sprinkler design
- Food service design
- Lighting design (beyond basic interior code required lighting levels and controls)
- LEED or CHPS design (basis Green Building Code mandatory measures included)
- Furniture, fixtures and equipment design and specifications (beyond basic test layout of furniture)
- Construction Administration services include 28 meetings, 250 RFIs, 70 submittals. Effort in excess of these could warrant additional services
- Construction Phasing or Increments
- Destructive testing or special investigations of existing conditions that are hidden or concealed.
- Hazardous materials investigation and remediation
- Soils testing for contaminants, DTSC (Department of Toxic Substances Control) application and permitting
- Topographic, boundary and underground utility survey(s)
- Traffic Studies and Engineering
- DSA Closeout of any uncertified DSA projects.
- NPDES Stormwater Management design
- CEQA compliance studies or accommodations



Please let me know if you have any questions or comments. I am available to discuss this morning as needed. Thanks, and we look forward to working with you on this exciting project.

Sincerely,



**Zachary Goodman, AIA, LEED AP | Principal**

**CSDA Design Group**

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