

March 2, 2021

Mr. Kevin Sanders
Construction Project Manager – San Mateo-Foster City School District
1170 Chess Drive, Foster City, CA 94404

**Re: Additional Services Proposal AS01 v2
Measure X Phase II - Sunnybrae Elementary School**

Dear Mr. Sanders:

The following proposal is in addition to the basic services fee placeholder from the Master Agreement, dated March 18, 2020. During the initial contract discussions, we made some assumptions as to the scope of work with an assumed total construction value of \$6,650,000. This was further defined assuming 70% New Construction and 30% Modernization yielding an overall fee of \$580,300.

This proposed contract Addendum is prompted by the District's revised construction budget of \$9,750,000 per our conversation dated 3/1/2021 and the recalibrating of the design fee to match this budget and the project scope.

This add service proposal is based on the independent cost estimate provided at the end of the schematic design phase. Both CSDA and the District recognize that work is underway to reduce the cost of the project as well as to clarify the scope of the needed site improvements in the play areas, either or both of which may change the construction cost estimate. CSDA and the District agree to revisit the design fee at the time of the next independent cost estimate based on this further refinement.

As we review the estimate for the revised scope of the work, the sitework portion of the project (20%) would still be applied to the modernization scale, and the new construction would be the remaining 80%. Therefore, we believe the Project Addendum, revised Article 6 should now read as follows:

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"):

Seven Hundred Seventy-Seven Thousand, Five-Hundred Dollars (\$777,500). For informational purposes only, the fee is based on 80% new construction and 20% modernization for an aggregate percentage of Eight percent (8%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

SAB/OPSC Fee Structure for 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) 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).*

SAB/OPSC Fee Structure for MODERNIZATION

- 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).

Fee based on Computed Costs of NEW CONSTRUCTION	\$555,500
<u>Fee based on Computed Costs of MODERNIZATION</u>	<u>\$222,000</u>
TOTAL FEE	\$777,500

In addition, Article 3.2.1. should be revised as follows:

Article 3. Architect Staff

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:	Brelje & Race Engineers
Landscape:	PGADesign
Food Service:	The Marshall Associates
Acoustics:	CSDA Design Group
Estimating:	Cumming

Pursuant to Business and Professions Code, Section No. 5536.22 of the Architectural Practice Act, architects must have a signed contract to provide professional services. In order to expedite your project, we propose this Interim Agreement while we continue to coordinate with you to develop an amendment to our contract reflecting the necessary scope of work and related fee.

If our understanding meets with your approval, please acknowledge your acceptance by signing in the designated space provided. Retain one (1) copy for your files and return one (1) signed copy to CSDA. Your returned signature will serve as our Notice to Proceed with the described work.

All exclusions noted in the previous basic services proposal remain in effect unless otherwise revised herein. This proposal has been developed at the District’s request and in response to the project needs. Please let me know if you have any questions or comments. CSDA greatly values the relationship we have built with you and we look forward to continued collaboration on this great project!

Sincerely,
CSDA Design group



Zachary Goodman, AIA, LEED AP
Principal

cc: Patrick Gaffney, SMFCSD
Tish Busselle, SMFCSD
Anissa Wong, CSDA

APPROVAL

Authorized Signature:

Signature

Printed Name and Title