

**PROJECT ADDENDUM**

**01**

**TO**

**MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum to Agreement for Architectural Services (“**Addendum**”) is made as of **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 **Bartos Architecture, Inc.** (“**Architect**”) (collectively “**Parties**”) dated on **2021** (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

**Water Bottle Fillers at District School Sites**

**Scope as described in attached proposal.**

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.

Bartos will ensure that the minimum number of drinking fountains as required by DSA during its most recent review are maintained and not replaced by water bottle fillers. In cases where it is not possible to meet this requirement, Bartos will notify the District and follow the District’s direction regarding the addition of exterior water bottle fillers.

**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:	Mark Bartos, Architect
Project Architect:	Neal Sellers, Architect

- 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:	Excluded
Mechanical:	Laws & Associates
Structural:	Excluded
Civil:	N/A
Landscape:	N/A
Food Service:	N/A
Acoustics (Optional):	N/A
Estimating:	N/A
Other:	N/A

- 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 below or equal to the following ("Fee"):  
**\$100,000 time and materials based upon a collaborative process with district staff. Refer to attached proposal for additional information.**
- 6.2. District shall pay Architect the Fee pursuant to the provisions of Master Agreement **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with Master Agreement **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 Master Agreement **Exhibit "D."**

#### **Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)**

Architect places no limit on number of meetings attended or requested. District staff may limit meetings if desired. Invoices will outline our time daily and district can monitor monthly the purpose and intent of expended time.

- 9.3. Meetings During Project Initiation Phase: As needed
- 9.4. Initial Site Visits: 21 estimated, however, to be as needed
- 9.5. Meetings During Schematic Design Phase: 21 estimated, however as needed
- 9.6. Meetings During Design Development Phase: As needed
- 9.7.2. Value Engineering Workshop: Continuous through project. As needed
- 9.7. Meetings During Construction Documents Phase: As needed
- 9.8. Meetings During Bidding Phase: As needed

**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.

**Architect: Bartos Architecture, Inc.**

<b>Job Title</b>	<b>Rate</b>
President/Vice President	\$200.00
Project Architect	\$175.00
Landscape Architect	\$150.00
Project Manager	\$150.00
Job Captain	\$135.00
Architectural Staff	\$135.00
Architectural Drafting	\$115.00
Graphic Designer	\$100.00
Architectural Interns	\$50.00

**Plumbing: Laws & Associates**

<b>Job Title</b>	<b>Rate</b>
Principal	\$200.00
Project Engineer	\$170.00
Engineer	\$140.00
Computer Aided Design	\$130.00
Design Engineer	\$120.00
Clerical	\$70.00

**Electrical: Excluded**

**Structural: Excluded**

**Exhibit “C” (SCHEDULE OF WORK****22 April**

- Anticipated Board Approval of Addendum

**23 April – May 15**

- Site walks, program/schematic

**15 May – 01 July**

- Construction Documentation

**01 July–15 August**

- Bidding Anticipated Schedule. This schedule can be accelerated if another procurement option is selected (CUPPA/IBA)

Bid Ad 1:	Wed:	07 July
Bid Ad	Wed:	14 July
Bid Walk	Thursday	15 July
Bids Due:	Thu	22 July
Board Agenda	Fri	30 July
Board Approval	Thursday	12 August

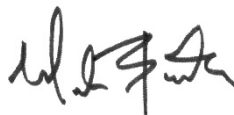
**16 August –30 September**

- Construction depends upon actual lead time of selected units.

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

**San Mateo Foster City School District**

**Bartos Architecture, Inc**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Mark Bartos, Architect

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

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

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

April 8, 2021

**Kevin Sanders**

Project Manager  
San Mateo-Foster City School District  
1107 Chess Drive  
Foster City, CA 94404

Re: Water Bottle Fillers

Dear Kevin,

We are pleased to provide you with this proposal to provide Architectural Services related to installation of Water Bottle Fillers (wbfs) at District School Sites.

**General Scope**

*The current overall project scope consists of the following:*

- Installation of a total of water bottle fillers at the school sites as listed below
- Exact locations to be determined by staff.
- Electrical power as needed based on previously purchased wbfs.
- Surfaces to be patched to match existing adjacent.
- Water Bottle fillers are NOT refrigerated and will NOT require electricity.

**Elementary (k-5)**

- 01 Audubon Elementary School
- 02 Baywood Elementary School
- 03 Beresford Elementary School
- 04 Brewer Island Elementary School
- 05 College Park Elementary School
- 06 Fiesta Gardens International School
- 07 Foster City Elementary School
- 08 George Hall Elementary School
- 09 Highlands Elementary School
- 10 Laurel Elementary School
- 11 LEAD Elementary School
- 12 Meadow Heights Elementary School
- 13 San Mateo Park Elementary School
- 14 Sunnybrae Elementary School
- 21 Beach Park Elementary School

**K-8**

- 15 Bayside Academy
- 16 North Shoreview Montessori
- 17 Parkside Montessori School

**Middle**

- 18 Abbott Middle School
- 19 Borel Middle School
- 20 Bowditch Middle School

## **Key Understanding**

Provide students and staff with the ability to use re-usable water containers.

- Health: Changes to personal bottle use instead of bubblers.
- Equity: Students do not have to purchase water bottles for personal use
- Sustainability: Reduction of plastic waste

## **Services**

The following outlines the scope of services to be provided.

### **Schematic Design/Programming**

- On site walk with district staff to identify best locations for wbf
- Development of site diagrams indicating locations.
- Verification with Mark Herrera re: selected locations.
- Development of initial project cost estimate.

### **Construction Documentation**

- Construction Drawing: Plumbing, electrical, Architectural Documentation
- Some ELKAY: Model LZSTLDDWSLK WBF have been purchased by District.
- We will assist district in sourcing water bottle fillers (Combo units with DF & Accessible DF) for the remainder of project.
- Specification except Division 00 and 01 by SMFSCD See exclusions below.
- Bartos will ensure that the minimum number of drinking fountains as required by DSA during its most recent review are maintained and not replaced by water bottle fillers. In cases where it is not possible to meet this requirement, Bartos will notify the District and follow the District's direction regarding the addition of exterior water bottle fillers.

### **DSA Period**

- Excluded

### **Procurement (Bidding and Negotiation)**

We will assist District staff in determining the most cost-effective approach based on public contract code requirements. Our Goal is to deliver the most overall cost-effective project.

- Bid schedule development.
- Bidding assistance: Answering RFI's during bidding.
- Issuance of Addenda
- Bid day cost estimate.
- Attend Bid opening
- Assist with Bid Result Analysis

### **Construction Administration**

- Pre-Construction Meeting
- Submittal Review, Payment request review
- RFI Responses, ASI's, Logs, etc. (Standard Construction Admin Services)
- Attend, prepare meeting notes/agenda.
- Substantial Completion Period (punch list)
- Gather Warrantees, O&M manual, Provide Notice of Substantial completion/NOC.

## Outline Project Design Schedule

### 22 April

- Anticipated Board Approval of Addendum

### 23 April – May 15

- Site walks, program/schematic

### 15 May – 01 July

- Construction Documentation

### 01 July–15 August

- Bidding Anticipated Schedule. This schedule can be accelerated if another procurement option is selected (CUPPA/IBA)

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Board Agenda	Fri	30 July
Board Approval	Thursday	12 August

### 16 August –30 September

- Construction depends upon actual lead time of selected units.

*Note: The above schedule is not contractual. It is an outline schedule based on the information available to us at the time of this proposal.*

### Specific Exclusions

- Electrical and Structural Engineering and any other consultant not specifically listed.
- Division 00 and 01 of project manual (front end) to be provided by SMFCSD
- Any consultation in relation to hazardous materials including but not limited to lead.
- Consultation regarding creating of alcoves/ related protection bars/level surfaces.
- Title 24 Energy Requirements
- DSA
- Consultants not listed below.

### District Responsibilities

- Provide cut-sheets/specification of district purchased water bottle fillers.
- District is purchasing units directly for installation by contractor.
- Provide staff for site reviews/site access and verification of locations.
- Provide record documents of each site.
- Provide access to the buildings – for on-site review.
- Provide any coordination and reports with other district direct consultants, including but not limited to hazardous materials consultants.
- Provide collaboration in re: our recommended procurement options.
- Provide District Front end documents and any standard district specifications.
- Pay all agency fees.
- Provide district technical standards.

### Proposed Fee

We propose a maximum fee of **\$100,000** based on time and materials. We will only invoice for actual time spent, thus our total fee may be less than this amount.

This fee assumes a collaborative approach with district staff in order to minimize required effort.

Our location allows for unlimited meetings as requested by District Staff. Meetings (if so desired) may also be limited by District staff.

**Billing Schedule**

We will invoice monthly based on our expended time.

**Billing Procedures**

It is our understanding that the district will track project costs on a site-by-site basis to record actual bond funds spent per site. We will provide one monthly billing statement with line items for district's use when recording invoices. This will be ONE Bartos Architecture Project, but the district will be able to track our expenses in to 21 site projects.

**Time/Expenses**

- We do not "mark-up" our consultant fees.
- We do not "mark-up" printing or delivery expenses. However, we do not include such costs in our project fee estimates unless specifically requested.
- We do not charge for travel time or travel expense.

**Proposed Hourly Rates****Architect: Bartos Architecture, Inc.**

Level	Rate
President/Vice President	\$200.00
Project Architect	\$175.00
Landscape Architect	\$150.00
Project Manager	\$150.00
Job Captain	\$135.00
Architectural Staff	\$135.00
Architectural Drafting	\$115.00
Graphic Designer	\$100.00
Architectural Interns	\$50.00

**Plumbing: Laws & Associates**

Level	Rate
Principal	\$200.00
Project Engineer	\$170.00
Engineer	\$140.00
Computer Aided Design	\$130.00
Design Engineer	\$120.00
Clerical	\$70.00

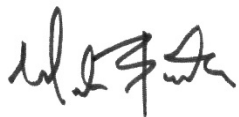
**Miscellaneous Provisions**

<i>Architect's Place of Business</i>	Bartos Architecture, Inc. 1730 Amphlett Blvd Suite 225 San Mateo, CA 94402
<i>Architect's License Number</i>	CA 24138
<i>Cancellation of agreement:</i>	Refer to Master Agreement
<i>Professional Liability Policy</i>	\$4 Million

**Form of Agreement**

This proposal is an addendum is based on Master Agreement.

Sincerely,



Mark Bartos, Architect - President  
Bartos Architecture



# Water Bottle Fillers At District School Sites

SMFCSD

## Project Fee Estimate

Date 30-Mar-21

Tasks	Mark Bartos, Pres		Neal Sellers, VP		Brian Anderson, PM		Kiah McCarley, JC		Phase total	Remarks
	Hrs	Rate	Total	Hrs	Rate	Total	Hrs	Rate	Total	
<b>Construction Documentation</b>										
On site Verification	1	200	200	10.5	200	2,100	21	150	3,150	8,285
Document existing conditions	1	200	200	8	200	1,600	21	150	3,150	10,350
Design Sketches/ Options	1	200	200	0	200	0	8	150	1,200	1,940
Meetings with staff	1	200	200	10.5	200	2,100	8	150	1,200	4,918
Consultant Coordination	1	200	200	4	200	800	8	150	1,200	5,035
Cost Estimate	0	200	0	8	200	1,600	0	150	0	1,600
Outline schedule	0	200	0	0	200	0	0	150	0	0
A0.0 Title Sheet	1	200	200	4	200	800	8	150	1,200	4,360
A0.1 Code Analysis	0	200	0	0	200	0	0	150	0	0
Elevations	0	200	0	0	200	0	10.5	150	1,575	7,245
Specifications	0	200	0	0	200	0	8	150	1,200	3,360
							<b>Phase Total</b>		<b>47,093</b>	

<b>Bidding Negotiation</b>										
Bidding assistance	1	200	200	2	200	400	2	150	300	1,170
Bid Walk	0	200	0	2	200	400	2	150	300	970
Addenda	0	200	0	2	200	400	2	150	300	970
Bid Opening	0	200	0	2	200	400	2	150	300	970
Bid Analysis	0	200	0	2	200	400	2	150	300	970
							<b>Phase Total</b>		<b>5,050</b>	

<b>Construction Administration</b>										
Meetings, RFI's, Submittals...	8	200	1,600	8	200	1,600	45	150	6,750	16,025
Substantial Completion	8	200	1,600	8	200	1,600	21	150	3,150	9,185
							<b>Phase Total</b>		<b>25,210</b>	One Month Construction Period

## Summary

Architectural Services	77,353	See Above	<b>Total Architectural services</b>	
Structural Engineering Services	0	Excluded		
Electrical Services	0	Excluded		
Plumbing Services	31,500	Allowance: 1500 per DF		
<b>Total Estimated Services</b>	<b>108,853</b>	Does NOT include Reimbursables	<b>77,353</b>	

## Notes

1. Only time actually spent will be invoiced. This is not a "lump sum" proposal. This is a bugetary estimate of probable costs.
2. Reproducibles, Deliveries are not included in this estimate.