

**PROJECT ADDENDUM
02
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 Heaters 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.

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:	IdeAS
Mechanical:	Laws & Associates
Structural:	Rinne & Peterson
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"):
Initial Phase to develop project program: \$200,000 time and materials, based upon architect's estimated services required to develop a project program/scope in collaboration with district staff. REFER to the ATTACHED proposal and Fee Estimate for additional information.
- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D"** as included in Master Agreement.
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D"** as included in Master Agreement.
- 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"** as included in Master Agreement.
- 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)

- 9.3. Meetings During Project Initiation Phase: Unlimited: As needed
- 9.4. Initial Site Visits: Unlimited: As needed
- 9.5. Meetings During Schematic Design Phase: Unlimited: As needed
- 9.6. Meetings During Design Development Phase: Unlimited: As needed
- 9.7.2. Value Engineering Workshop: Unlimited: As needed
- 9.7. Meetings During Construction Documents Phase: Unlimited: As needed
- 9.8. Meetings During Bidding Phase: Unlimited: 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.

Job Title	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

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

Electrical: IDEAs

Job Title	Rate
Principal	\$270.00
Associate Principal	\$220.00
Associate/Project Manager	\$175.00
Project Engineer	\$160.00
BIM Designer	\$130.00

Structural: Rinne & Peterson

Job Title	Rate
Principal Engineer	\$245.00
Associate Principal Engineer	\$228.00
Associate Engineer	\$211.00
Engineer 4	\$188.00
Engineer 3	\$168.00
Engineer 2	\$155.00
Engineer 1	\$138.00
CAD Specialist 3	\$135.00
CAD Specialist 2	\$117.00
CAD Specialist 1	\$105.00
Administrative	\$78.00

Exhibit "C" (SCHEDULE OF WORK)

The following schedule is an outline guide. Actual events may vary Refer also to the attached proposal.

Schedule to be revisited after completion of phase 01

May 2021-June 2021

- Site walks, program/schematic, initial cost estimates, concepts

June 2021 – December 2021

- Construction Documentation

January 2021 - March 2021 (estimated: timing depends upon DSA backlog)

- DSA Period

March 2022

- Bidding (Procurement)

It is anticipated that this project will be procured via traditional Design-Bid- Build methodology. The following is a potential bidding schedule. Schedule assumes: one (1) required pre-bid meeting, with allowance for multiple re-visits by contractors.

Bid Ad 01:	Wednesday	02 March 2022
Bid Ad 02	Wednesday	09 March 2022
Bid Walk	Thursday	10 March 2022
Appointment Walks		11 March -01 April 2022
Bids Due	Tuesday	05 April 2022
Board Agenda	Friday	07 April 2022
Board Approval	Thursday	21 April 2022

May 2022

- Bid Analysis, Contract initiation: Verification of Bonds, Contract Execution
- Pre-Construction Meeting
- Submittals, initial product orders

June 2022 – August 2022

- Construction period 01

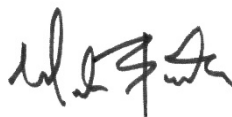
June 2023 – August 2023

- Construction Period 01

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

13 April 2021

Dated



COLLABORATION
ADVOCACY
RESEARCH
EDUCATION

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402

April 14, 2021

Kevin Sanders

Project Manager

San Mateo-Foster City School District

1107 Chess Drive

Foster City, CA 94404

Re: Water Heaters, Additional Sinks, and Repairs

Dear Kevin,

We are pleased to provide you with this proposal to provide Architectural Services related to installation of Water Heaters at District School Sites.

General Scope

The current overall project scope consists of the following:

- Installation of electric water heaters at sinks in all schools as listed below.
- Current understanding is 4 gallons to 10 gallons in size as appropriate.
- Installation of new sinks in various locations
- Electrical power as needed.
- Modifications as necessary to cabinets/sinks to accommodate.
- Surfaces / cabinetry to be patched to match existing adjacent.

• 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
- 05A Turnbull Children's Center
- 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

- The purpose of this project is to provide students and staff with access to hot water in classrooms, staff lounges, multipurpose rooms, nurse's office, etc.. : the exact number of water heaters required is undefined at this time.
- *Currently the total number of sinks to be added, repaired, replaced and to have added hot water is undefined. Thus, this proposal assumes a maximum of 400 water heaters.*

Services

The following outlines the scope of services to be provided by Bartos Architecture:

Project Programming

- Attend on site walk with district staff to identify best locations
- Develop site diagrams indicating locations.
- Review of best concepts to reduce overall project costs
- Develop initial project cost estimate.

Construction Documentation

- Construction Drawing: Plumbing, Electrical, Structural, Architectural Documentation
- Specifications

DSA Period

- Submit Documentation to DSA for review and approval.

Bidding and Negotiation

- This proposal assumes traditional Design Bid Build Procurement.
- 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.

Specific Exclusions

- Services of any consultant not specifically included in this proposal
- More than 400 sink locations
- Cabinetry/Casework beyond that needed to replace a given sink.
- Ceiling plans/Attic Plans
- Accessibility route upgrades. This proposal assume accessible path exists.
- More than 2 summers of construction
- Division 00 and 01 ("front end") of project manual (by District).
- Hazardous material abatement
- Services related to lead or other water chemistry

District Responsibilities

- Provide staff for site reviews/site access and verification of locations.
- Provide record documents of each site. Bartos Architecture will provide staff to review documents at District warehouse 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 Division 00 and 01 of project manual
- Provide district technical standards.
- Pay all agency fees

Outline Project Schedule

May 2021-June 2021

- Site walks, program/schematic, initial cost estimates, concepts

June 2021 – December 2021

- Construction Documentation

January 2021 - March 2021 (estimated: timing depends upon DSA backlog)

- DSA Period

March 2022

- Bidding (Procurement)

April 2022

- Contract initiation

June 2022 – August 2022

- Construction period 01

June 2023 – August 2023

- Construction Period 01

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.

Proposed Fee

We propose the following options:

- Time and Materials: Maximum fee: **\$1,500,000**

This fee is based upon the following:

- Development of project program
- 21 discrete DSA applications: this includes also separate DSA job cards, and reviews, and close out / certifications.
- 21 discrete Title 24 energy reports
- Construction administration at 21 discrete sites.
- Management of contractor payment requests to each site | SOV's | Waivers | Submittals | Schedules | Construction progress
- 21 discrete record document packages will also be reviewed and managed.
- Verification of existing electrical capacity at 21 sites
- Verification of best options for running conduit to 400 sinks at 21 sites
- Determination of best options for running new electrical conduit/circuits. Associated documentation for cutting and patching.
- Single line electrical diagrams, verification of existing site power capacity, addition of new electrical sub panels.
- Cabinetry Modifications (e.g. for Accessibility per CBC) at up to 400 locations to match existing cabinetry at 21 sites.
- Our project team will be visiting the 21 project sites during programming, schematics, construction documentation and construction administration during after school hours. (3:00 – 11pm +/-)
- Our fee includes Electrical and Plumbing Engineering. Please note that we do not add a mark up to our consultant fees.

Billing Schedule

We propose to invoice monthly based on our actual time and expense.

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.

Job Title	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

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

Electrical: IDEAs

Job Title	Rate
Principal	\$270.00
Associate Principal	\$220.00
Associate/Project Manager	\$175.00
Project Engineer	\$160.00
BIM Designer	\$130.00

Billing Procedures

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 per site.

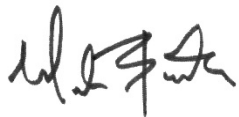
Miscellaneous Provisions

<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 Heaters at District Sites

SMFCSD

Project Fee Estimate

Date

14-Apr-21

Tasks	Mark Bartos, Pres			Neal Sellers, VP			Brian Anderson, PM			Kiah McCarley, JC			Phase	Remarks
	Hrs	Rate	Total	Hrs	Rate	Total	Hrs	Rate	Total	Hrs	Rate	Total	total	
General Programming														
Initial Site Visits	21	200	4,200	21	200	4,200	42	150	6,300	42	135	5,670	20,370	Will include consultants
Compilation of data	0	200	0	0	200	0	84	150	12,600	84	135	11,340	23,940	
District collab workshops	16	200	3,200	16	200	3,200	16	150	2,400	0	135	0	8,800	At BA HQ (or zoom)
Consultant Coord	16	200	3,200	16	200	3,200	16	150	2,400	0	135	0	8,800	
Design Sketches/ Options	40	200	8,000	40	200	8,000	40	150	6,000	40	135	5,400	27,400	
Report Development	20	200	4,000	20	200	4,000	16	150	2,400	0	135	0	10,400	Program Definition
Initial Cost Estimates	16	200	3,200	20	200	4,000	20	150	3,000	0	135	0	10,200	Consutants will provide est's also
Outline schedule	8	200	1,600	8	200	1,600	8	150	1,200	0	135	0	4,400	phasing recommendations
													114,310	
Construction Documentation														
Consultant Coordination	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
Cost Estimate	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
Schedule Update	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
21 Title sheets	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
21 code analysis	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
21 site plans	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
84 + Floor Plans	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
21 sheets, cabinet elevations	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
21 sheets cabinet schedule	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
21 sets specifications	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
21 sheets details	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
													TBD	
DSA Period														
DSA Pre-Application	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
21 DSA Registration	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
21 DSA Submittals	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
21 DSA Responses	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
													TBD	
Phase Total													TBD	

Phase Total

TBD

Water Heaters at District Sites

SMFCSD

Project Fee Estimate

Date 14-Apr-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	Hrs	Rate	Total		
Bidding Negotiation														
Bidding assistance	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
Bid Walk	TBD	201	TBD	TBD	201	TBD	TBD	151	TBD	TBD	136	TBD	TBD	
Addenda	TBD	202	TBD	TBD	202	TBD	TBD	152	TBD	TBD	137	TBD	TBD	
Bid Opening	TBD	203	TBD	TBD	203	TBD	TBD	153	TBD	TBD	138	TBD	TBD	
Bid Analysis	TBD	204	TBD	TBD	204	TBD	TBD	154	TBD	TBD	139	TBD	TBD	
Phase Total													TBD	
Construction Administration														
DSA Construction coord	TBD	200	TBD	TBD	200	TBD	TBD	150	TBD	TBD	135	TBD	TBD	
Pre-construction	TBD	201	TBD	TBD	201	TBD	TBD	151	TBD	TBD	136	TBD	TBD	
Construction Meetings	TBD	202	TBD	TBD	202	TBD	TBD	152	TBD	TBD	137	TBD	TBD	
Submittal Review	TBD	203	TBD	TBD	203	TBD	TBD	153	TBD	TBD	138	TBD	TBD	
RFI Review and Response	TBD	204	TBD	TBD	204	TBD	TBD	154	TBD	TBD	139	TBD	TBD	
Pay App Review	TBD	205	TBD	TBD	205	TBD	TBD	155	TBD	TBD	140	TBD	TBD	
Substantial Completion Review	TBD	206	TBD	TBD	206	TBD	TBD	156	TBD	TBD	141	TBD	TBD	
Warranties, As Built Compile	TBD	207	TBD	TBD	207	TBD	TBD	157	TBD	TBD	142	TBD	TBD	
													TBD	
													TBD	

Phase 01 Services Summary

Total Architectural services

Architectural Services	114,310	See Above
Structural Engineering Services	25,000	Allowance for PHASE 01
Electrical Services	30,000	Allowance for PHASE 01
Plumbing Services	30,000	Allowance for PHASE 01

Total Estimated Services 199,310 Does NOT include Reimbursables: We recommend district include a 15,000 allowance for printing reimbursables

Notes

1. With this fee, only time actually spent will be invoiced. This is not a "lump sum" proposal. This is a budgetary estimate of probable costs.
2. Reproducibles, Deliveries are not included in this estimate.
3. Actual project staff will vary