

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

This Project Addendum to Agreement for Architectural Services (“Addendum”) is made as of **March 12, 2021**, and forms a part of the Master Agreement for Architectural Services between **San Mateo-Foster City School District**, a California public school district (“District”) and **LIONAKIS** (“Architect”) (collectively “Parties”) dated on or about _____, **2021** (“Agreement”). This Addendum incorporates Services to be performed by Architect for the following project (“Project”):

Multipurpose Room/Building [Project], located at MEADOW HEIGHTS School

The scope of work may include, but is not limited to the following, plus the following assumptions:

A new multipurpose room building designed to District Standards which is compatible with the MEADOW HEIGHTS School Site that includes a multipurpose room with a small stage, a servery/serving area for students, a warming/prep kitchen, restrooms, table and chair storage, custodial area and other areas that may be added to the project scope by the District.

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 Master 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>Laura Knauss</u>
Principal:	_____
Project Director:	<u>Mary Morris</u>
Project 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:	<u>IDeAs Consulting</u>
Mechanical:	<u>McCracken & Woodman</u>
Structural:	<u>Lionakis</u>
Civil:	<u>Kimley-Horn</u>
Landscape:	<u>Carducci Associates</u>
Food Service:	<u>AMD Food Service</u>
Acoustics (Optional):	_____
Estimating:	<u>Leland Saylor Associates</u>
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 Lionakis 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 Lionakis 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"):

An amount equal to 7.16 percent (7.16%) of the projected Construction Cost Budget. The estimated Construction Cost Budget at the time of execution of this Agreement is \$7,560,000.00, therefore the estimated fee is \$541,100.00.

The Fee shall adjust based on the Construction Cost Budget at the end of the Design Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget at that time.

- 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: 2 (two) meeting(s)
- 9.4. Initial Site Visits: 2 (two) meeting(s)
- 9.5. Meetings During Architectural Program: 1 (one) meeting(s)
- 9.6. Meetings During Schematic Design Phase: 3 (three) meeting(s)
- 9.7. Meetings During Design Development Phase: 3 (three) meeting(s)
- 9.7.2. Value Engineering Workshop: as needed
- 9.8. Meetings During Construction Documents Phase: 3 (three) meeting(s)
- 9.9. Meetings During Bidding Phase: 2 (two) meeting(s)

Exhibit “B,” Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

Replace **Section 10** with the following: See the attached rate sheets.

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.

BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
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

CONSULTANTS	
Job Title	Hourly Rate
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

Exhibit "C" (SCHEDULE OF WORK)

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

Phase	Date to be Completed OR Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
Pre- Design/Architectural Program Development Phase:	52 Days
For Schematic Design Phase:	122 Days
For Design Development Phase:	76 Days
For Construction Documents Phase:	122 Days
For Bidding Phase:	60 Days
For Construction Administration Phase:	383 Days
For Close Out:	90 Days

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

Dated: _____, 2021

Dated: April 15, 2021

San Mateo-Foster City School District

Lionakis

Signature: _____

Signature:  _____

Print Name: _____

Print Name: Laura Knauss

Print Title: _____

Print Title: Principal

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CLASSIFICATION
HOURLY RATES

Principal.....	\$270.00
Associate Principal.....	\$250.00
Senior Associate.....	\$240.00
Director of Healthcare Planning.....	\$240.00
Director of Accessibility.....	\$240.00
Director of Sustainability.....	\$230.00
Director of Planning.....	\$230.00
Associate.....	\$230.00
Project Director.....	\$210.00
Senior Project Manager.....	\$200.00
Specifications Writer.....	\$200.00
Project Manager.....	\$190.00

ARCHITECTURAL SERVICES

Senior Architect.....	\$190.00
Architect II.....	\$175.00
Senior Job Captain.....	\$175.00
Job Captain.....	\$165.00
Architect I.....	\$165.00
Designer III.....	\$145.00
Designer II.....	\$135.00
Designer I.....	\$125.00
Specification Technician.....	\$125.00

INTERIOR DESIGN SERVICES

Interiors Project Director.....	\$195.00
Senior Interior Designer.....	\$175.00
Project Interior Designer.....	\$150.00
Interior Designer III.....	\$135.00
Interior Designer II.....	\$120.00
Interior Designer I.....	\$110.00

STRUCTURAL ENGINEERING SERVICES

Senior Engineer.....	\$190.00
Engineer II.....	\$180.00
BIM Manager.....	\$175.00
Engineer I.....	\$170.00
Senior BIM Technician.....	\$160.00
Structural Designer III.....	\$155.00
BIM Technician II.....	\$145.00
Structural Designer II.....	\$145.00
Structural Designer I.....	\$135.00
BIM Technician I.....	\$135.00

PROJECT SUPPORT SERVICES

Graphics Creative Director.....	\$190.00
Senior Graphic Designer.....	\$155.00
Graphic Designer.....	\$125.00
Senior Project Coordinator.....	\$110.00
Project Coordinator.....	\$100.00
Staff Technician.....	\$90.00

Consultant..... Direct Cost + 10%

Reimbursables..... Direct Cost + 10%

Blueprints, Photocopies, Shipping, Photography, Plotting, Renderings, Travel Expenses, Agency Fees, etc.

Mileage..... per IRS standard rate

ENCLOSURE A

AGREEMENT WITH McCRACKEN & WOODMAN, INCORPORATED

MECHANICAL ENGINEERING SERVICES

BILLING RATES FOR EACH BILLING CATEGORY

CALENDAR YEAR 2020

The mechanical engineering fee will be determined by multiplying the billing rate for each billing category by the number of hours expended in each billing category.

<u>Billing Category</u>	<u>Billing Rate</u>
Principal	\$280.00/hour
Senior Engineer	\$230.00/hour
Engineer	\$200.00/hour
Designer	\$170.00/hour
CAD Operator	\$150.00/hour
Administration	\$125.00/hour





IDeAs Consulting 2020 Billing Rates

	Hourly Rate*
Principal	\$225.00
Associate Principal	\$150.00
Associate	\$140.00
Engineer/Designer - L4	
Project Manager	
Sr. Building Performance Analyst - L4	
Engineer/Designer - L3	\$130.00
BIM Lead - L3	
Engineer/Designer - L2	\$110.00
Senior BIM Designer - L2	
BIM Designer - L2	\$105.00
Engineer/Designer - L1	\$100.00
BIM Designer - L1	\$95.00
Project Administrator	\$70.00

*Rates are eligible for adjustment after December 31, 2020

Reimbursable Expenses

Reimbursable expenses associated with a project include travel and all travel related expenses, parking, shipping, reproduction, in-house plotting of electronic files, models and mock-ups, and long distance telephone normal to the conduct of the project. Unless stated otherwise, these are billed in addition to our consulting fees. They are itemized separately and are billed at cost plus 10% handling charge.



Hourly Rates and Billing Classifications

Firm Name
Kimley-Horn and Associates, Inc.

Job Title	Hourly Rate
Analyst	\$110-\$145
Professional	\$145-\$185
Senior Professional I	\$190-\$245
Senior Professional II	\$240-\$270
Senior Technical Support	\$115-\$190
Support Staff	\$85-\$105
Technical Support	\$100-\$135

Kimley-Horn Hourly Rates as of 10/13/2020 through 2021

08. HOURLY BILLING RATES



CARDUCCI ASSOCIATES (2020)

PRINCIPAL	\$205
ASSOCIATE PRINCIPAL	\$185
SENIOR ASSOCIATE	\$175
ASSOCIATE	\$145
CLERICAL	\$90

CARDUCCI ASSOCIATES (2025)

PRINCIPAL	\$255
ASSOCIATE PRINCIPAL	\$210
SENIOR ASSOCIATE	\$195
ASSOCIATE	\$165
CLERICAL	\$110

CARDUCCI ASSOCIATES (2021)

PRINCIPAL	\$215
ASSOCIATE PRINCIPAL	\$190
SENIOR ASSOCIATE	\$180
ASSOCIATE	\$150
CLERICAL	\$95

CARDUCCI ASSOCIATES (2022)

PRINCIPAL	\$225
ASSOCIATE PRINCIPAL	\$195
SENIOR ASSOCIATE	\$180
ASSOCIATE	\$150
CLERICAL	\$95

CARDUCCI ASSOCIATES (2023)

PRINCIPAL	\$235
ASSOCIATE PRINCIPAL	\$200
SENIOR ASSOCIATE	\$190
ASSOCIATE	\$155
CLERICAL	\$100

CARDUCCI ASSOCIATES (2024)

PRINCIPAL	\$245
ASSOCIATE PRINCIPAL	\$205
SENIOR ASSOCIATE	\$190
ASSOCIATE	\$160
CLERICAL	\$110



**COST ESTIMATING
HOURLY BILLING RATES**

2020 Rates

Principal	\$221.00
Director of Pre-Construction Services/Managing Estimator	\$200.00
Senior Project Manager	\$180.00
Senior MEP Estimator	\$180.00
Senior Estimator	\$175.00
Estimator	\$149.00
Senior Scheduler	\$180.00
Scheduler	\$149.00
Technical Services	\$111.00

Other Costs

Deposition, Mediation, Arbitration, or Trial Fee	150% of Standard Rate
Reimbursable (lodging, travel, reproduction, Mileage @ IRS mileage rate, per diem, etc.)	Cost plus 5%
Consultants	Cost plus 5%

Rates increase 3% annually.