

**PROJECT ADDENDUM
03
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum to Agreement for Architectural Services (“**Addendum**”) is made as of **April 22, 2022** 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 **April 15, 2022** (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

District-Wide Toilet Rooms: Accessibility, Health, Safety, Lifecycle improvements
Scope as described in the 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:	Chris Ades / Neal Sellers
Project Manager	Brian Anderson / Mojgan Aghamir

- 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 less than or equal to the following ("Fee"):
\$4,102,453 to be invoiced on a Time and Material Basis. REFER to the ATTACHED proposal for additional information.
- 6.2. District shall pay Architect Monthly for invoices based on Time and Materials.
- 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	\$263.00
Associate Engineer	\$215.00
Engineer 4	\$190.00
Engineer 3	\$168.00
Engineer 2	\$155.00
Engineer 1	\$138.00
CAD Specialist 3	\$141.00
CAD Specialist 2	\$121.00
CAD Specialist 1	\$108.00
Administrative	\$83.00

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 2022-July 2022

- Toilet Room Standards Development

June 2022 – December 2022

- Construction Documentation through Construction in appropriate phases

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

Patrick K. Gaffney

Name

Chief Business Official

Title

Dated

Signature

Mark Bartos, Architect

Name

President

Title

Dated

DocuSigned by:

Mark Bartos

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COLLABORATION
ADVOCACY
RESEARCH
EDUCATION

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

April 15, 2022

Amy Ruffo

Director of Bond Projects
San Mateo-Foster City School District
1107 Chess Drive
Foster City, CA 94404

Re: District Wide Toilet Rooms: Accessibility, Health, Safety, Lifecycle improvements

Dear Amy,

We are pleased to provide you with this proposal to provide Architectural Services related to modernization of toilet rooms district wide.

Project Understanding

This project is based on a study developed by Bartos Architecture in collaboration with District Staff. This project will address the following:

- Implement a master plan to provide clean and healthy environment for the students and faculty: TK through 8th grade students, and faculty/staff
- California Building Code (Title 24) / Americans with Disabilities Act (ADA) improvements
- Cleanliness and sanitation. Improvements will address current day concerns identified because of the Covid 19 pandemic.
- Life cycle improvements. Restrooms and restroom surfaces and components beyond their useful life.
- The project will include Architectural, Plumbing, Mechanical, Electrical and Structural Engineering consultants.

Toilet Room improvements will occur at the following sites:

• **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

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

Services

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

Phase 01

Project Programming: May – August 2022

- This phase will take off from the previously completed assessment and will refine the technical aspects of the work.
- Develop District Standards for restrooms. This will be done in collaboration with Director of Bond Projects, Director of Maintenance, and other site staff as needed.
- Review and verify plumbing code requirements for fixtures
- Review and verify quantities and recommendations for female / male / Gender neutral restrooms
- Determine district standard for Kinder and Pre-k as identified toilet rooms. District to provide architectural team access to appropriate stakeholders for necessary meetings.
- Determine District standards for Fixtures, Surfaces/Finishes, Ventilation, Partitions, and other appurtenances. This process will include development of product boards for discussion and presentations as needed for district stakeholder buy-in/approval.
- On site reconnaissance as needed
- This proposal assumes toilet rooms at each site will be address equitably based on the total district wide budget for this improvement program. An outline for exact rooms at each site will be finalized.
- Generally: The goal is to improve Kinder, Faculty, Boys/Girls/GN at each site. Some toilet rooms will receive basic upgrades for accessibility (see initial “group 4), Some restrooms will be completely re-constructed, and others will receive moderate/mid-level modernization/improvements.

Phase 02

This core component of the project will take place approximately as indicated on the attached outline schedule from the date of this agreement through 2026.

Construction Documentation: *Phased: August 2022 – December 2026*

- Finalize each site scope in consultation with District Staff
- Construction Drawing: Plumbing, Mechanical, Electrical, Structural, Architectural Documentation
- Specifications
- Cost Estimate

DSA Period

- Submit Documentation to DSA for review and approval for each site
- Each site will require a separate DSA submittal for each site
- Separate DSA Pre-Application and Processing for each site
- Separate DSA Construction Period Services for each site

Bidding and Negotiation

- This proposal assumes traditional Design Bid Build Procurement.
- Initial assumption is 3 groups. Groups may be re-arranged as needed based on site usage and most convenient/less disruptive approach for each site.
- 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

- Multi – phase project (Project Packaging for design bid build: to be finalized with each group)
- Pre-Construction Meetings
- Submittal Review, Payment request review
- Online project management facilitation – basecamp
- Regular weekly site visits to review construction
- RFI Responses, ASI’s, Logs, etc. (Standard Construction Admin Services)
- Attends prepare meeting notes/agenda.
- Substantial Completion Period (punch list)
- Gather Warrantees, O&M manual, Provide Notice of Substantial completion/NOC.
- Note: Construction period meetings, may be held at Bartos Architecture Offices

Specific Exclusions

- Services of any consultant not specifically included in this proposal
- Hazardous material abatement Consultant / Environmental Consultant.
- Accessible paths, on site, involving more than path to area of work

District Responsibilities

- Provide open lines of communication with all project participants
- 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 reports by other district direct consultants, including but not limited to hazmat
- Provide collaboration in re: our recommended procurement options.
- Provide MS word editable District Division 00 and 01 of project manual
- Pay all agency fees

Outline Project Schedule**Phase 01: May 2022-July 2022**

- Develop Toilet Room Standards

Phase 02: July 2022 – December 2026

- Projects to be packaged best on master plan to improve restrooms at all sites listed above
Project groups will generally be bid each spring, with construction to start at end of each school year

Proposed Fee

Base Fee: we propose the following Fee (Based on the pre-1998 LPP Fee Structure)

Total Budgeted Project Amount:	\$61,993,000
Calculated Indirect (Soft) cost (30% of hard)	\$14,306,076
Calculated Direct (Hard) construction Cost	\$47,686,923

12 % of first \$500,000	\$60,000
11.5% of next \$500,000	\$57,500
11% of next 1,000,000	\$110,1000
10% of next 4,000,000	\$400,000
9% of next 4,000,000	\$360,000
8% of amount over \$10,000,000	\$3,014,953

Base Fee	\$4,002,453
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In addition to the base fee, we propose the following:

Develop District Standards for Toilet rooms:	\$100,000
Base Fee (From Above)	\$4,002,453
Total Fee	\$4,102,453

Percent of total Budget:	6.6%
Percent of Hard Construction Budget	8.6%

Billing Schedule

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

Reimbursable Expenses:

- *We recommend that the district assume \$25,000 for reimbursable costs (0.5%)*
- *We do not "mark-up" printing or delivery expenses.*

Please note the following regarding reimbursable expenses:

- *We do not "mark-up" our consultant fees.*
- *We do not charge for travel time or travel expense.*

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

Job Title	Rate
Principal Architect	\$200.00
Project Architect	\$175.00
Project Manager	\$150.00
Job Captain	\$135.00
Architecture Staff	\$125.00
Graphic Designer	\$100.00
Architectural Interns (College)	\$50.00

Plumbing & Mechanical: Laws & Associates

Job Title	Rate
Principal	\$200.00
Project Engineer	\$170.00
Engineer	\$140.00
Computer Aided Design	\$130.00
Design Engineer	\$120.00
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Job Title	Rate
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Rinne & Peterson Structural Engineers

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Engineer 2	\$155.00
Engineer 1	\$138.00
BIM/CAD Specialist 3	\$141.00
BIM/CAD Specialist 2	\$121.00
BIM/CAD Specialist 1	\$108.00
Administrative	\$83.00

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.

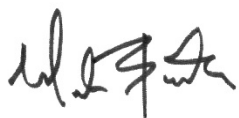
Miscellaneous Provisions

<i>Architect's Place of Business</i>	Bartos Architecture, Inc. 300 8 th Avenue, Suite 200 San Mateo, CA 94401
<i>Architect's License Number</i>	CA 24138
<i>Cancellation of agreement:</i>	Refer to Master Agreement
<i>Professional Liability Policy</i>	\$2M per claim, 4 Million aggregate

Form of Agreement

This proposal is an addendum and is based on Master Agreement.

Sincerely,



Mark Bartos, Architect – President
Bartos Architecture