**PROJECT ADDENDUM**
**TO**
**MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**
**WLC Project Addendum 003**

This Project Addendum to the Master Agreement for Architectural Services ("**Addendum**") is made as of **_____, 2017**, and forms a part of the Master Agreement for Architectural Services between **San Leandro Unified School District**, a California public school district ("**District**") and **WLC Architects, INC** ("**Architect**") (collectively "Parties") dated on or about **May 10, 2017** ("**Agreement**"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("**Project**"):

> **San Leandro High School Library Modernization as further described in the WLC Letter Proposal and Project Scope outline dated May 22, 2017, attached hereto as Exhibit "A".**

This Addendum modifies the Master 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: | Kevin A. MacQuarrie |
| Project Manager: | Omar Eslava |
| Director of Planning: | Lisa Ryker |
| Other: | TBD |

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: | WHM Inc. |
| Mechanical: | OED Inc. |
| Structural: | KPW, Inc. |
| Civil: | Hohback Lewin |
| Landscape: | Carducci |
| Estimating: | Silvia Associates |
| Other: | TBD |

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 scheduled completion Summer 2018. **A more detailed schedule will follow.** 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 **Twelve percent, (12%)** of the Construction Cost. The estimated Construction Cost Budget at the time of execution of this Agreement is **One Million Five Hundred Thousand** to **Two Million Dollars ($1,500,000 - $2,000,000.00),** therefore the estimated fee is **One Hundred and Eighty Thousand Dollars ($180,000.00**). The Fee shall adjust upon District approval of final construction cost.

Reimbursables shall be billed at **Invoice plus 10%.** Base Budget based on **Five Percent (5%)** of fee or **Nine Thousand Dollars ($9,000.00)**

**Total Base Fee: One Hundred and Eighty Nine Thousand Dollars, ($189.000.00)**

6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "A**."

6.3. Architect shall bill its work under this Agreement monthly based on percentage complete.

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 "A," however Fee is subject to adjust upon District approval of final construction cost.

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may 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.

6.7. 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.

| **Job Title** | **Hourly Rate** |
|---|---|
| **Principal In Charge** | $220.00 |
| Project Director/ Associate | $200.00 |
| Senior Project Architect / Senior Project Manager | $180.00 |
| Project Architect / Project Manager | $155.00 |
| Design Team | $100.00 |
| Technical Resources | $80.00 |

6.5 Preliminary schedule anticipates construction completion Summer 2018. A more detailed schedule will be developed as the design and regulatory approval process progresses.

**********

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

Dated: _____, 20___ Dated: _____, 20___

**San Leandro Unified School District** **WLC Architects, INC**

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Print Title: _____ Print Title: _____

Exhibit A - WLC Letter Proposal dated May 22, 2017