PROJECT ADDENDUM
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum to the Master Agreement for Architectural Services ("**Addendum**") is made as of **April 12, 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 **April 12, 2017** ("**Agreement**"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("**Project**"):

> **Preliminary planning and predesign services for relocation of the District Offices to the maintenance warehouse location and work proposed to San Leandro High School as further described in Architect's Letter Proposal dated March 30, 2017 attached hereto**

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 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 MacQuarrie
Principal:	Leo Ray Lynch
Project Architect:	Ector Mojica
Project Manager:	Omar Eslava

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:

None for preliminary services

3.3. The Architect shall not change any of the key personnel or Consultants 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.

3.4. 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.

3.5. 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.

3.6. 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"):

Time and expense not to exceed $85,000 including reimbursables

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:

9.1. Meetings During Preliminary Planning Phase (_Six_____ (_6__) meeting (s))
9.2. Initial Site Visits (Four_____ (_4__) meeting (s))

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

Replace **Section 11** 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.

BASIC HOURLY RATE SCHEDULE	
Job Title	**Hourly Rate**
Principals	$220.00

Associate Principal/ Director	$200.00
Associate Coordinator	$200.00
Senior Project Architect	$180.00
Senior Project Manager	$180.00
Project Architect	$155.00
Project Manager	$155.00
Technical Level I	$100.00
Technical Level II	$100.00
Technical Support	$ 80.00
Clerical Staff	$_____.00
Intern	$_____.00

Exhibit "C" (SCHEDULE OF WORK)

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

Predesign Planning 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:	120 days

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

Signature: _____

Print Name: _____

Print Title: _____

WLC Architects, Inc.

Signature: _____

Print Name: Kevin A. MacQuarrie

Print Title: Vice President

License No. C-25998