PROJECT ADDENDUM 04
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum to Agreement for Architectural Services (**"Addendum"**) is made as of **April 11, 2018** and forms a part of the Agreement for Architectural Services between **San Leandro Unified School District**, a California public school district (**"District"**) and **WLC Architects** (**"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"**):

> **Provide Professional Design Services for the replacement of portable classrooms at the Jefferson, McKinley, Roosevelt and Washington Elementary Schools as further described in the WLC Architects revised proposal dated March 19, 2018, attached hereto as Exhibit "A".**

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:	Kevin A. MacQuarrie
Principal:	Omar Eslava
Project Director:	Lisa Ryker
Project Architect:	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 schedule. 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"):

Jefferson Elementary School - $119,808.00
McKinley Elementary School - $502,320.00
Roosevelt Elementary School - $499,200.00
Washington Elementary School - $343,200.00

Services will be provided on a lump sum basis for a total sum of **One Million Four Hundred Sixty-Four Thousand Five Hundred Twenty-Eight Dollars ($1,464,528.00).** Reimbursables will be billed at cost.

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.

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.

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.

2018 Basic Hourly Rate with Annual 4% Escalation Rate

BASIC HOURLY RATE SCHEDULE	
Job Title	**Hourly Rate**
Principals of Firm	$240.00
Associate/Director/Coordinator	$210.00
Senior Project Architect/Manager	$190.00
Project Architect/Manager	$160.00
Design Studio	$110.00
Administrative Services	$90.00

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

Dated: _____, 20___

San Leandro Unified School District

Signature: _____

Print Name: Aaron Kerrigan

Print Title: Director of Maintenance & Facilities

Dated: _____, 20___

WLC Architects, Inc.

Signature: _____

Print Name: _____

Print Title: _____

Exhibit A – WLC Architects Proposal dated March 19, 2018 (Attached)

ARCHITECTS WLC CLIENT FOCUSED. PASSION DRIVEN.

December 12, 2017
Revised March 19, 2018

Mr. Aaron Kerrigan
Director of Facilities and Operations
San Leandro Unified School District
Facilities and Operations
14735 Juniper Street
San Leandro, CA 94579

Re: Professional Services Proposal Revised
Portable Replacements at Jefferson Elementary School, McKinley Elementary School, Roosevelt Elementary School, and Washington Elementary School
San Leandro Unified School District

Dear Mr. Kerrigan:

On behalf of WLC Architects, Inc., I am very pleased to submit this proposal to provide the San Leandro Unified School District with professional design services for the replacement of portables with new portable buildings at Jefferson Elementary School, McKinley Elementary School, Roosevelt Elementary School, and Washington Elementary School.

The Team:

WLC has assembled a design team that has completed many successful projects together and will provide the experience required to successfully complete your new project. To maintain continuity, our team will consist of experienced professionals already familiar with your staff and community. Kevin A. MacQuarrie, AIA will act as the Principal-In-Charge and be an active participant in the project. Omar Eslava, Project Manager will be your primary contact and be responsible for the day-to-day activities of the project. These talented professionals along with WLC's other resources and experienced consultant group is immediately available to move your project forward to a successful conclusion.

The Process:

It is anticipated that WLC's typical design process which includes outreach and a design workshop with the Site Committee to explore options, define wants and needs, to define the specific scope, and requirements of the project will be utilized at Roosevelt Elementary School only. A truncated process of providing information to the sites will be used for the Jefferson, McKinley, and Washington Elementary Schools. Our team will also meet with the District and selected staff to complete the requirements for the design phase. We anticipate an exciting, transparent design process and look forward to working closely with District staff, teachers, students, and the community to design this project.

The Project:

These projects are to replace existing portables with modular construction on four sites. Pursuant to the March 6, 2018 e-mail, WLC will provide biddable site-work drawings and bridging documents consisting of drawings and outline specs. The modular manufacturer will be chosen via a LLB design build for the buildings and they will supply the modular building design to be included in the package.

The modular contractor will provide a complete set of Construction Documents including all details for finishes and casework, as well as structural engineering, MEP, fire sprinkler (if required), and Title 24 along with low voltage conduit/raceways/backboxes without devices or cabling. WLC will execute a DSA 108 form to delegate Architect of Record authority to the modular contractor's architect, who will be responsible for providing the DSA submittal drawings and performing construction administration including doing the DSA required paperwork for the buildings only.

The site work and landscaping scope is anticipated to be minimal. WLC will be responsible for designing all EMS, fire alarm, and low voltage along with the site electrical which includes feeders to the building's electrical panels.

Professional Fees:

Your contract with WLC will mark a purposeful investment in your facilities. We are here to make sure that you consider your investment to be a good one, with significant returns. WLC is flexible on the topic of fee structure, but we do consider our expertise valuable. We want you to feel that you are getting both excellent service and architectural value at a fair market price. The table below identifies the project and the professional fees for WLC Architects, Inc. and its consultants.

WLC will provide full professional design and engineering services from schematic design through design development. WLC will provide construction documents, DSA approval, bidding, construction administration, and DSA closeout as a part of our basic services for the site work including utilities, and for the EMS, fire alarm, and low voltage including phone and data systems. WLC will develop an opinion of probable cost at each phase if required.

WLC proposes full architectural and engineering services including electrical, low voltage, mechanical, plumbing, civil, cost consulting, and fire system design through the design development phases. Architectural, electrical, low voltage, and site related services will continue through DSA closeout. Specialty consultants not identified herein are considered outside of this scope of work.

Estimated Unit Cost $600.00

School Site	Program	SF	Project Cost	Const. Cost	WLC Fee
Jefferson	(4) Classrooms, SS	3,840	$ 2,304,000.00	$ 1,843,200.00	$ 119,808.00
McKinley	(12) Classrooms, +RR, DS	16,100	9,660,000.00	7,728,000.00	502,320.00
Roosevelt	(10) Classrooms, +RR, SS	16,000	9,600,000.00	7,680,000.00	499,200.00
Washington	(8) Classrooms, +RR, DS	11,000	6,600,000.00	5,280,000.00	343,200.00
		49,940	$ 28,164,000.00	$22,531,200.00	$1,464,528.00

SS = Single Story

DS = Double Story

RR = Restroom

The fee calculation does not include construction escalation or construction contingencies. I trust this proposal will meet with your approval.

WLC will invoice the San Leandro Unified School District monthly, per phase, for services complete, including specialty consultants and reimbursables. Should the scope of the project increase beyond what is identified herein or the allotted fee, I will request additional compensation in writing. Hourly rates will be per the attached WLC rate schedule.

We are very enthusiastic about continuing this project and look forward to working with you, the teachers, and staff. Please sign both copies of this proposal and return one to me and we will be happy to get started. We will need to execute a formal contract as soon as possible. Please do not hesitate to contact me if you have questions.

Sincerely,

KEVIN A. MacQUARRIE
Architect, AIA
Vice President, Principal

AARON KERRIGAN Date
Director of Facilities and Operations
San Leandro Unified School District

KAM:jg/17110R-mkt

Attachments: WLC Hourly Rates

cc: Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.
Pat Rose-Cluster, Director of Operations, WLC Architects, Inc.

WLC ARCHITECTS CLIENT FOCUSED. PASSION DRIVEN.

2018
HOURLY RATES SCHEDULE

Principals of Firm	$ 240.00/hr
Associate/Director/Coordinator	$ 210.00/hr
Senior Project Architect/Manager	$ 190.00/hr
Project Architect/Manager	$ 160.00/hr
Design Studio	$ 110.00/hr
Administrative Services	$ 90.00/hr

Hourly rates shown are applicable for the first calendar year of the signed agreement, afterwards, hourly rates will be increased at an annual escalation rate of 4%.

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