PROJECT ADDENDUM 004
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum to the Master Agreement for Architectural Services ("**Addendum**") is made as of **August 28, 2018** and forms a part of the Master Agreement for Architectural Services between **San Leandro Unified School District**, a California public school district ("**District**") and **HKIT Architects** ("**Architect**") (collectively "Parties") dated on **May 15, 2017** ("**Agreement**"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("**Project**"):

> **Provide Professional Design Services to add Fire Sprinklers to New Modular Classrooms at Garfield and Wilson Elementary School Project as required and further described in HKIT Architect's proposal dated August 24th, 2018, 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 will provide Architectural Services to Design Fire Sprinklers for: $12,000.00.

3.2. The Architect agrees to contract for or employ at Architect's expense, the following Consultant(s) to be associated with the Designing of Fire Sprinkler in the following capacities:

Mechanical Engineer:	Capital Engineering	$3,960.00
Civil Engineer:	TBD	$10,919.00

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"):

Services will be provided on a lump sum basis for a total sum of **Twenty-six thousand-eight hundred and seventy-nine ($26,879.00).** 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.

BASIC HOURLY RATE SCHEDULE	
Job Title	**Hourly Rate**
Principal-in-Charge	$220.00
Principal	$175.00
Project Manager	$130.00 - $185.00
Project Architect	$120.00 - $160.00
Specification Writer	$135.00 - $150.00
Construction Administrator	$130.00 - $185.00
Senior Designer	$145.00 - $175.00
Designer	$105.00 - $130.00
Interior Designer	$150.00 - $165.00
Draftsperson	$105.00 - $130.00
Technical Production Assistant	$80.00 - $110.00

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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		**HKIT Architects**	
Signature:	_____	Signature:	_____
Print Name:	Aaron Kerrigan	Print Name:	Dara Youngdale
Print Title:	Director of Facilities & Operations	Print Title:	Principal

Exhibit A – HKIT Proposal dated August 24, 2018 (Attached)

HKIT ARCHITECTS

538 NINTH STREET SUITE 240 OAKLAND, CALIFORNIA 94607 T 510 625 9800 WWW.HKIT.COM A CALIFORNIA CORPORATION

August 24, 2018

Mr. Aaron Kerrigan
Director of Facilities
San Leandro USD
1145 Aladdin Ave.
San Leandro, CA 94577

Reference: San Leandro Unified School District – Garfield and Wilson New Modular Classrooms – Addition of Fire Sprinkler Service
HKIT 60214

Dear Mr. Kerrigan:

HKIT Architects is pleased to provide this proposal for adding fire sprinkler service to both the Garfield and Wilson projects as required. Our services include architectural design, fire sprinkler design "performance criteria documents" and civil engineering for design through construction administration. The building manufacturer will be responsible for the actual fire sprinkler design. We will begin work as soon as authorized.

COMPENSATION

Our team will provide services on a Lump Sum basis of Twenty-Six Thousand Eight Hundred Seventy-Nine and 00/100 Dollars ($26,879.00) with services estimated as follows:

Architectural Services		$ 12,000.00
Consultant Team		
Mechanical Engineering		
($3,600 x 1.1)	$ 3,960.00	
Civil Engineering		
($9,926 x 1.1)	$ 10,919.00	
Subtotal	$ 14,879.00	
	TOTAL	**$ 26,879.00**

Reimbursable expenses, such as printing, will be billed at the cost to HKIT.

If you have questions, please call. If these terms are agreeable, please prepare an amendment to contract.

Very truly yours,

HKIT ARCHITECTS

Dara Youngdale, AIA, LEED AP
Principal

Jeff Evans, AIA, LEED AP BD+C
Principal

cc: Mr. Ridge Greene, RGM

DY/ jh

PRINCIPALS
THOMAS C. BRUTTING FAIA
JEFF EVANS AIA
JOHN FRANDO AIA
CHRISTOPHE LAVERNE AIA
PAUL M.B. MCELWEE AIA
DARA A. YOUNGDALE AIA

DIRECTOR OF DESIGN
ROD HENMI FAIA, NOMA

SENIOR ASSOCIATES
TAD SEKINO
ERWIN WON
CHUCK WONG AIA

ASSOCIATES
JORDAN FONG AIA
FELIX HUNZIKER
FRANCES KWONG
SONJA MARCK
MELISSA REGAN-BYERS AIA
JASON A.D. SHIRRIFF AIA
LISA WANG AIA