PROJECT ADDENDUM 005
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum to the Master Agreement for Architectural Services ("**Addendum**") is made as of **January 14th, 2020** 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 for the Madison ES, Kindergarten sink addition as described in the HKIT Architects proposal, 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: Dara Youngdale

Project Architect: Erwin Won

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:

Structural Engineer: $4,400

Plumbing Engineer: $ 2,860

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 **Eighteen thousand two hundred and sixty. ($18,260.00).** 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 (Attached)

EXHIBIT-A

HKIT ARCHITECTS

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

October 9, 2019

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

Reference: San Leandro Unified School District – Madison ES Kindergarten Sink Addition.
HKIT 19027

Dear Mr. Kerrigan:

HKIT Architects is pleased to provide this proposal for professional design services related to the addition of a sink in one kindergarten classroom at the Madison Elementary School. The sink will be installed in a new section of casework and the scope of construction work will include slab removal work, opening of the wall, roof penetrations, plumbing and new finishes. Our scope of services will include architectural design and coordination, review of District specified casework, structural engineering and plumbing design. The project will not be submitted to DSA. Our team will provide limited CA support, with a maximum of 16 hours for architectural CA services.

Compensation

Our team will provide services on a Lump Sum basis of Eighteen Thousand Two Hundred and Sixty and 00/100 dollars ($18,260.00) as outlined below

Architectural Services		$ 11,000.00
Consultant Team		
Structural Engineering		
($4,000 x 1.1)	$ 4,400.00	
Plumbing Engineering		
($2,600 x 1.1)	$ 2,860.00	
	$ 7,260.00	
TOTAL		**$18,260.00**

Reimbursable expenses, such as printing, will be billed at the cost to HKIT.
If you have questions, please call. If these terms are agreeable, prepare an amendment to contract.

Very truly yours,
HKIT Architects

Dara Youngdale, AIA, LEED AP
Principal

Jeff Evans
Principal

DY/lv