

**AMENDMENT # 1
TO
SUPPLEMENTAL AGREEMENT NO. 4
TO THE MASTER AGREEMENT FOR ARCHITECTURAL SERVICES
Deems Lewis McKinley, Inc.**

This Amendment No. 1 (“Amendment”) amends the Supplemental Agreement No. 4 (“Agreement”), which was entered into by and between San Rafael City Schools (“District”) and Deems Lewis McKinley, Inc. (“Architect”) (together, “Parties”) as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement dated March 7, 2017 and

WHEREAS, the Parties wish to make certain modifications to their agreement.

Now, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

AGREEMENT TO AMEND

1. Article 2.1, as part of Article 2 of the Agreement (“PROJECT”), shall be amended to read in its entirety:

2.1 Professional design and architectural services, including any necessary mechanical, electrical, fire alarm design, structural engineering, or other engineering services, in connection with Phase 1b improvements to the Terra Linda High School Campus, including a new Food Services/ Student Commons, Library, Music & Drama Facilities Improvements (“Campus Improvement Services”), excluding traffic engineering/traffic studies; and

2. Article 2.1.1, under Article 2.1 of the Agreement (“PROJECT”), shall be added to the Agreement to read in its entirety:

2.1.1 Professional design and architectural services, including any necessary mechanical, electrical or other engineering services for the Initial Utility Improvement Package Campus Improvement Services. Initial Utilities Improvement Package shall be referred to collectively herein as “Services”; and

3. Article 3.1.1, under Article 3.1 of the Agreement (“CAMPUS IMPROVEMENT SERVICES”) shall be added to the Agreement to read in its entirety:

3.1.1 Initial Utility Improvement Package. Architect’s Initial Utility Improvement Package shall include all services and phases included in Exhibit

“A” to the Master Agreement, including all meetings and deliverables identified in **Attachment 1-A** to this Supplement.

4. Article 4.1, as part of Article 4 of the Agreement (“CONSTRUCTION COST BUDGET”), shall be amended to read in its entirety:

4.1. The Construction Cost Budget, as defined in the master Agreement, for the Terra Linda High School Campus Phase 1-B Initial Utilities Improvement Package are assumed to be part of the overall \$26,969,375 total project cost of the Phase 1-B main improvements.

5. In Article 5.1 of the Agreement (“FEE”), the words “One Million Seven Hundred Sixty Thousand Dollars (\$1,760,000)” shall be deleted and replaced with:

“Two Million Two Hundred Fifteen Thousand Dollars (\$2,215,000).”

6. Article 5.1.1, under Article 5.1 of the Agreement (“FEE”) shall be added to the Agreement to read in its entirety:

5.1.1 Initial Utilities Improvements Packages are to be provided on affixed fee basis in the amount of Eight-Five Thousand Dollars (\$85,000) to be invoiced and paid in accordance with the terms of Exhibit “D” to the Master Agreement.

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Agreement and any provision of the Agreement relating to the Amendment only, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates listed below.

By _____
Michael Watenpaugh
Superintendent
San Rafael City Schools

Date

By _____
Wallace B. Gordon
Deems Lewis McKinley, Inc.

Date