This Supplemental Agreement No. 3 (“Supplement”) is an addendum to the Master Agreement for Architectural Services by and between San Rafael City Schools and Hibser Yamauchi Architects, Inc. (“Master Agreement”) entered by San Rafael City Schools (“District”) and Hibser Yamauchi Architects, Inc. (“Architect”) (together, “Parties”) as follows:

**RECITALS**

**WHEREAS**, the Parties entered into the Master Agreement effective as of August 22, 2016 for the provision of professional design services in connection with the District’s Measure A and B bond program (“Program”);

**WHEREAS**, the Master Agreement provides that the Parties may execute this Supplement to authorize Architect’s work on certain Project(s) identified herein;

**WHEREAS**, the Parties wish to supplement the Master Agreement to assign Architect the Project(s) and accompanying terms, including but not limited to scope and payment, contained herein;

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

**SUPPLEMENTAL AGREEMENT**

1. **Effect**: This Supplement is entered into pursuant to the Master Agreement, and, when fully executed, is considered as an integral part of said Master Agreement subject to all the provisions and conditions thereof. The District does hereby authorize Architect to provide professional services on the project identified herein.
2. **Project**: Pre-Design and Start-Up Services San Rafael High School.
3. **Services**: Upon final execution of this Supplement, Architect’s Services for this assigned Project shall include:
   1. Pre-Design and Start-Up Services as set forth in Exhibit “A” to the Master Agreement, section B (“PRE-DESIGN AND START-UP SERVICES”), pages A-4 through A-6, inclusive of deliverables presentation, and meeting requirements.
4. **Fee**: Services are to be provided on a time and materials basis, using the rates set forth in Exhibit “B”to the Master Agreement and shall not exceed Eighty-Two Thousand Six Hundred Eighty Dollars ($82,680.00). All invoicing shall be done in accordance with the terms of Exhibit “D” to the Master Agreement.
5. **Staffing**: Services shall be provided in accordance with the terms of the Master Agreement, and the Project team shall be comprised of the following:

Architects: Hibser Yamauchi Architects, Inc.

Major Consultants:

Electrical/Fire Alarm Engineering: WHM, Inc.

Mechanical/Plumbing/Fire Sprinkler Engineering: Integral Group

Structural Engineering: Kam Yan & Associates

Civil Engineering: Underwood & Rosenblum

Landscape Architect: Carducci & Associates

Cost Consultant: Saylor Cost Consulting

Kitchen Consultant: Cini-Little

1. **Schedule**: Services shall be provided upon written notice from the District. Time is of the essence and Services must be completed on or by February 10, 2017.
2. **Meetings**: Services shall include meetings as set forth below:
   1. **Meetings During Project Initiation Phase (two (2) meeting(s))**
      * 1. Within the first week following execution of the Agreement, Architect shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
           1. Architect, its appropriate consultant(s), and District staff, including District Program Management, shall attend the meeting.
           2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
           3. During this meeting, Architect shall:

Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

Review documentation of the Project kick-off meeting prepared by the District’s representative and comment prior to distribution.

* + - 1. Architect shall participate in one (1) meeting(s) as requested by District.
  1. **Initial Site Visits (three (3) meeting(s))**
     + 1. Architect, and consultants, shall visit the Project site to complete a visual inventory and documentation of the existing conditions.
  2. **Meetings During Architectural Program (four (4) meeting(s))**
     + 1. Architect shall participate in one (1) public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of Architect’s work on the Project and the schedule of use of the site during construction.
       2. Architect shall conduct one (1) site visit/meeting with the District’s facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
       3. Architect shall conduct a minimum of two (2) additional meetings as requested by District.

* + - 1. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

1. All other provisions of the Master Agreement, including those contained in Exhibits to the Master Agreement, shall remain in full force and effect and are reaffirmed and are fully incorporated into this Supplement by this reference. If there is any conflict between this Supplement and any provision of the Master Agreement relating to the Supplement only, the provisions of this Supplement shall control.

**IN WITNESS WHEREOF,** the Parties hereto have accepted and agreed to this Supplement on the dates indicated below.

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| Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2016  **San Rafael City Schools**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2016  **Hibser Yamauchi Architects, Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |