

Supplemental Agreement No. 5 to Master Agreement for Architectural Services –

SVA Architects, Inc.

This Supplemental Agreement No. 5 ("Supplement") is an addendum to the Master Agreement for Architectural Services by and between San Rafael City Schools and SVA Architects, Inc. ("Master Agreement") entered by San Rafael City Schools ("District") and SVA 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 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:** Professional design and engineering services for the Interim Housing ("Project") at Venetia Valley Elementary School Site, 177 N. San Pedro Road, San Rafael, CA 94903. The Project includes:
 - a. Ten (10) modular 960 sq. ft. classrooms
 - b. One (1) modular 1,920 sq. ft. classroom
 - c. One (1) modular restroom
3. **Services:** Upon final execution of this Supplement, Architect's Services for this assigned Project shall include all of those identified in the Master Agreement, including those set forth in Exhibit "A" to the Master Agreement, which is attached hereto as **SVA Supplemental Agreement No. 4 – Exhibit A**, and which is incorporated herein by reference.
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 not to exceed One Hundred Thirteen Thousand, Ten Dollars (\$113,010).

The Fee shall be invoiced and paid in accordance with the terms of the Master Agreement, including but not limited to Article 6 of and Exhibit "D" to the Master Agreement.

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Services under this Supplement are not considered "Extra Services" and shall not include any markup. Reimbursables are not permitted under this Supplement.

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: SVA Architects, Inc.

Major Consultants:

Civil Engineering: To be approved by District

MEP Engineering: To be approved by District

Structural Engineering: To be approved by District

Acoustical Engineering: To be approved by District

Landscape Architect: To be approved by District

Cost Estimator/Consultant: To be approved by District

6. **Schedule:** Services shall be provided in accordance with the terms of the Master Agreement, and in accordance with the Schedule of Services attached to this Supplement as SVA Supplemental Agreement No. 4 – Exhibit C, which is incorporated herein by reference.
7. **Meetings:** Architects shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as required by District.
8. 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.

Dated: _____, 2018

San Rafael City Schools

Dated: _____, 2018

SVA Architects, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____