

**PROJECT ADDENDUM  
TO  
MASTER AGREEMENT**

**PROJECT ADDENDUM  
TO  
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum to Agreement for Architectural Services (“**Addendum**”) is made as of \_\_\_\_\_, 20\_\_\_\_\_, and forms a part of the Agreement for Architectural Services between the **Culver City Unified School District**, a California public school district (“**District**”) and \_\_\_\_\_ (“**Architect**”) (individually a “Party” and collectively “Parties”) dated on or about \_\_\_\_\_, 20\_\_\_\_\_ (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

\_\_\_\_\_, [Project] located at \_\_\_\_\_, as further described in the Project Scope attached hereto as Exhibit A.

**The scope of work may include, but is not limited to the following, plus the following assumptions:**

\_\_\_\_\_.

This Addendum modifies the 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 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:

<b>Architect’s Principals:</b>	<b>Architect’s Consultants:</b>
Principal in Charge: _____	Electrical: _____
Project Director: _____	Mechanical: _____
Project Architect(s): _____	Structural: _____
Other: _____	Civil: _____
Other: _____	Landscape: _____
Other: _____	Food Service: _____
Other: _____	Acoustics: _____
	Estimating: _____
	Other: _____
	Other: _____

- 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 the District, unless said personnel cease to be employed by Architect. In either case, the 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, Architect shall have five (5) days to remove that person from the Project and replace that person with someone acceptable to the District. All lead or key personnel for any Consultant

**FOR ARCHITECTURAL SERVICES**

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- 3.6. Architect represents that it 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. 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 in **Exhibit "C."** Time is of the essence and failure of Architect to timely and properly perform Services 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 stipulated sum ("Fee"):

**[MULTIPLE OPTIONS; 3 INDICATED HERE]**

\_\_\_\_\_ dollars (\$\_\_\_\_\_). For informational purposes only, the Fee is based on \_\_\_\_\_ percent (\_\_\_\_%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

**[OR]**

\_\_\_\_\_ percent (\_\_\_\_%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

**[OR]**

An amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the Construction Cost Budget. The estimated Construction Cost Budget at the time of execution of this Agreement is \_\_\_\_\_ dollars (\$\_\_\_\_\_), therefore the estimated fee is \_\_\_\_\_ dollars (\$\_\_\_\_\_). ( $\$_____ \times 0._____ = \$_____$ ). The Fee shall adjust based on the Construction Cost Budget at the end of the Design Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget at that time. **[USE THIS LANGUAGE ONLY WHEN YOU WANT TO FIX THE FEE AT A SPECIFIC POINT IN THE DESIGN PROCESS—HERE IT IS SET AT THE END OF DESIGN DEVELOPMENT. DO NOT USE THIS LANGUAGE IN INSTANCES WHEN YOU ARE PAYING A PERCENTAGE OF THE CONSTRUCTION COST BUDGET THROUGH COMPLETION, INCLUDING CHANGE ORDERS.]**

- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D.**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit D.**

- 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(s) or omission(s).
- 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 D**.
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted (upward or downward) if the Scope of Services of this Agreement is increased or 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.

**Article 7. Notice, Authorization and Payment for Extra Services**

- 7.1. Reimbursables are not included in Architect's fee. All reimbursables are to be considered as an Extra Service without markup and must be authorized by the District prior to service. Reimbursables shall not exceed \_\_\_% [or \$\_\_\_\_\_ dollars] for this Project.

**Exhibit A (RESPONSIBILITIES AND SERVICES OF ARCHITECT)**

Add the following to indicate the number of meetings for each Phase indicated in the following sections:

- 9.3. Meetings During Project Initiation Phase (\_\_\_\_\_ (\_\_) meeting (s))
- 9.4. Initial Site Visits (\_\_\_\_\_ (\_\_) meeting (s))
- 9.5. Meetings During Architectural Program (\_\_\_\_\_ (\_\_) meeting (s))
- 9.6. Meetings During Schematic Design Phase (\_\_\_\_\_ (\_\_) meeting (s))
- 9.7. Meetings During Design Development Phase (\_\_\_\_\_ (\_\_) meeting (s))
- 9.7.2. Value Engineering Workshop (\_\_\_\_\_ (\_\_) meeting (s))
- 9.8. Meetings During Construction Documents Phase (\_\_\_\_\_ (\_\_) meeting (s))
- 9.9. Meetings During Bidding Phase (\_\_\_\_\_ (\_\_) meeting (s))

**Exhibit B (CRITERIA AND BILLING FOR EXTRA SERVICES)**

Replace Section 10 with the following:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services 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.

<b>BASIC HOURLY RATE SCHEDULE</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Principal	\$_____.00
Senior Project Director	\$_____.00
Project Director	\$_____.00
Senior Project Manager	\$_____.00
Managing Professional	\$_____.00
Senior Professional	\$_____.00
Professional	\$_____.00
Professional Staff	\$_____.00
Intermediate Staff	\$_____.00
Staff	\$_____.00
Support Specialist	\$_____.00

Clerical Staff	\$____.00
Intern	\$____.00

CONSULTANTS	
Job Title	Hourly Rate
Managing Principal	\$____.00
Senior Vice President/Regional Vice President	\$____.00
Director of Cost Management	\$____.00
Senior Cost Manager	\$____.00
Cost Manager	\$____.00
Cost Management Technician/Coordinator	\$____.00

**Exhibit C (SCHEDULE OF WORK)**

Add the following to indicate the schedule for Architect's performance of services in connection with the Project:

Phase	Date to be Completed OR Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
Pre- Design/Architectural Program Development Phase:	_____ days
For Schematic Design Phase:	_____ days
For Design Development Phase:	_____ days
For Construction Documents Phase:	_____ days
For Bidding Phase:	_____ days
For Construction Administration Phase:	_____ days
For Close Out:	_____, 201____

**Exhibit "D" (PAYMENT SCHEDULE)**

No amendments to this Exhibit for this addendum

**Exhibit "E" (INSURANCE REQUIREMENTS)**

No amendments to this Exhibit for this addendum

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Culver City Unified School District**

\_\_\_\_\_ **Architects**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Exhibit A

Project Scope

[Insert Project Specific Scope]