

SCOPE AMENDMENT NO. 1

TO

MASTER ARCHITECTURAL SERVICES AGREEMENT

BETWEEN

DIXON UNIFIED SCHOOL DISTRICT

AND

LPA, INC.

DATED

April 21, 2017

WHEREAS, this SCOPE AMENDMENT is made and entered into as of April 21, 2017 by and between the Dixon Unified School District (“DISTRICT”) and LPA, Inc. (“ARCHITECT”);

WHEREAS, this SCOPE AMENDMENT shall be considered attached to and incorporated in that certain document dated February 15, 2017, entitled “Master Architectural Services Agreement” (“AGREEMENT”) as the PARTIES desire to identify a particular PROJECT that will be completed pursuant to the terms of the AGREEMENT;

WHEREAS, this SCOPE AMENDMENT arises out of the DISTRICT’s desire to obtain the necessary architectural, design and engineering services for the completion of the design of the conversion of the Old Dixon High School into a Middle School, which shall hereinafter be considered a formal “PROJECT” as set forth in this AGREEMENT;

WHEREAS, this SCOPE AMENDMENT is being executed between the PARTIES pursuant to Recitals and Article XIII, Section 13 of the AGREEMENT; and

WHEREAS, the Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written SCOPE AMENDMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, ARCHITECT’s project number, basis of compensation (if different than the AGREEMENT) and any additional Basic Services that will be performed by the ARCHITECT in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned services shall be completed pursuant to the terms and conditions of the AGREEMENT as part of the PROJECT and as set forth hereinbelow;

1. Project Description

A. Provide architectural, design and/or engineering Services for the following Modernization of the Old Dixon High School campus based on the Feasibility Assessment report dated April 12, 2017 and the construction budget agreed upon (and as set forth in Section 4) herein with the District on meeting of April 12, 2017 as follows:

- Building A
- Building B
- Building C
- MPR Building
- Music Building
- Gymnasium Building
- Quad Restroom Building
- Site Development

2. Basic Services

A. The ARCHITECT will provide all the Basic Services set forth in the AGREEMENT in connection with this SCOPE AMENDMENT except as revised as follows:

Article II, Section 25.c: “renderings” are not part of Basic Services.

B. The ARCHITECT agrees to provide the following services and/or consultants for the completion of the above-described scope of work as Basic Services:

As Additional Services and not part of the Basic Services, services of additional professional consultants including but not limited to the following that may be required for this project:

- .01 Renderings.
- .02 Acoustical.
- .03 Accessibility Consulting (ADA).
- .04 Audio-Visual Specialties.
- .05 Building Forensic Investigation.
- .06 Commissioning.
- .07 Building Fire Suppression Design.
- .08 Food Service.
- .09 Hazardous Materials Handling.

- .10 Building Seismic Retrofit.
- .11 Traffic Studies.
- .12 LEED / CHPS certification.
- .13 FF&E consulting.
- .14 SWPPP design.
- .15 Off-site improvements.

3. Design Requirements and Deliverables. The ARCHITECT will provide all the services specified in the AGREEMENT and this SCOPE AMENDMENT. A more specific list of the Design Requirements & Deliverables is set forth herein below.

None

4. Project Budget. The ARCHITECT understands and acknowledges that the “Budget” as set forth in the AGREEMENT for the PROJECT is \$8,650,000.00. The ARCHITECT shall be responsible for designing this PROJECT within all budget limitations approved by the DISTRICT in accordance with the AGREEMENT.

5. Architect Compensation:

A. Architect Fee. For performing the all services described in the AGREEMENT and this SCOPE AMENDMENT, the DISTRICT agrees to pay the ARCHITECT as follows:

The ARCHITECT’s compensation for Basic Services shall be determined by applying the sliding scale below to the Project Budget set forth in Section 4 herein:

First \$500k @ 12%	=	\$60,000.00
Next \$500k @ 11.5%	=	\$55,000.00
Next \$1m @ 11%	=	\$110,000.00
Next \$4m @ 10%	=	\$400,000.00
Next \$2.65m @ 9%	=	<u>\$238,500.00</u>
Total LPA Fee Proposal:		\$863,500.00

B. Reimbursable Expenses. Reimbursable expenses are estimated to be Seventeen Thousand Dollars (\$17,000.00), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

The PARTIES, through their authorized representatives, have executed this SCOPE AMENDMENT as of the day and year first written above.

ARCHITECT:

DISTRICT


LPA, Inc.

Dixon Unified School District

By: 

By: _____

Robert O. Kupper, AIA, LEED AP

Its: Chief Executive Officer 

Its: _____

Date: 5/8/17
John Calise
Signature: 
Director of **Facilities and Operations**