

ADDENDUM NO. 1 TO
AGREEMENT FOR ARCHITECTURAL SERVICES

This Addendum No. 1 to the Agreement for Architectural Services (“ADDENDUM NO. 1”) is entered into as of December 18, 2019 by and between Baker Nowicki Design Studio, LLP (“ARCHITECT”) and Perris Union High School District (“DISTRICT”) for services relating to construction of a thirty-three (33) meter pool facility at Liberty High School (High School #4) (the “POOL PROJECT”). Each of ARCHITECT and DISTRICT may also be referred to as a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the Parties entered into an Agreement for Architectural Services dated as of November 20, 2013 (“AGREEMENT”); and

WHEREAS, the Parties now desire to add the ADDENDUM NO. 1 to expand the scope of services described in the AGREEMENT and amend as described below, for ARCHITECT to provide architectural services for the POOL PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, the Parties hereto hereby agree as follows:

AGREEMENT

1. PROJECT NO. 4.
 - 1.1. ARCHITECT shall provide the services defined in the AGREEMENT for the POOL PROJECT.
 - 1.2. The POOL PROJECT consists of the planning and design for:
 - 1.2.1. A thirty-three (33) meter by twenty five (25) yard competition pool, pool deck, deck drainage, competition lighting, pool building, bleachers, shade canopy and associated site improvements.
 - 1.3. ARCHITECT will develop site and building plans, as well as specifications associated with each of these facilities, all consistent with the DISTRICT’s 2017 Long Range Facilities Master Plan.
 - 1.4. DISTRICT has not yet determined the construction delivery method for the POOL PROJECT. DISTRICT will advise ARCHITECT upon selection of a construction delivery method.

- 1.5. Parties agree that the estimated construction cost of the POOL PROJECT is Eight Million Dollars (\$8,000,000.00) and total Project budget for the POOL PROJECT is Ten Million Dollars (\$10,000,000.00.)
- 1.6. ARCHITECT will update the estimated construction cost for the POOL PROJECT at each milestone.
- 1.7. ARCHITECT will begin providing services for the POOL PROJECT upon written notice from DISTRICT.

2. FEE.

2.1. The estimated cost of ARCHITECT's base services, through completion, is estimated to be Five Hundred Sixty Seven Thousand Five Hundred Dollars (\$567,500.00).

2.1.1. The estimate of ARCHITECT'S base services includes the professional services of the Architect, Civil Engineer, Structural Engineer, HVAC, Mechanical/Plumbing Engineer, Electrical Engineer and a Landscape Architect.

2.1.2. The following formula will be used to calculate the ARCHITECT'S base fee for the POOL PROJECT:

- 2.1.2.1. 9% of the first \$500,000.00 of construction cost.
- 2.1.2.2. 8.5% of the next \$500,000.00 of construction cost.
- 2.1.2.3. 8% of the next \$1,000,000.00 of construction cost.
- 2.1.2.4. 7% of the next \$4,000,000.00 of construction cost.
- 2.1.2.5. 6% of the next \$4,000,000.00 of construction cost.
- 2.1.2.6. 5% of construction cost in excess of \$10,000,000.00.

2.2. The ARCHITECT has also agreed to provide the additional engineering services for a Fire Suppression System and Aquatic Design Services, including a Pool Consultant, for the additional fee of One Hundred Fifteen Thousand Six Hundred and Twenty Five Dollars (\$115,625.00).

2.3. The total ARCHITECT'S fee including both the base services described in Section 2.1 and the additional engineering services described in Section 2.2 is estimated at Six Hundred Eighty Three Thousand One Hundred Twenty Five Dollars (\$683,125.00), for the scope listed in the cost estimate, attached hereto as **Exhibit 1**.

2.4. The DISTRICT and ARCHITECT will work with a Commissioning Firm to separately agree upon a price for those additional services as required.

3. REIMBURSABLES.

3.1. Reimbursable expenses pursuant to Article VI, Section 6.3 of the AGREEMENT will be invoiced at cost plus ten percent (10%).

3.2. Reimbursable expenses are estimated at Ten Thousand Dollars (\$10,000).

4. RATES FOR ADDITIONAL SERVICES.

4.1. Pursuant to Article VI, Section 6.4 of the AGREEMENT, upon written approval from the DISTRICT, the ARCHITECT may provide additional services at the following rates:

4.1.1. Partner:	\$225 per hour
4.1.2. Principal:	\$175 per hour
4.1.3. School Funding Principal:	\$175 per hour
4.1.4. Constructing Administrator:	\$125 per hour
4.1.5. Project Designer:	\$125 per hour
4.1.6. Project Architect:	\$125 per hour
4.1.7. Project Manager:	\$125 per hour
4.1.8. Job Captain:	\$100 per hour
4.1.9. Senior Draftsperson:	\$100 per hour
4.1.10. Draftsperson:	\$75 per hour
4.1.11. Clerical:	\$70 per hour
4.1.12. Design Assistant:	\$60 per hour

5. MISCELLANEOUS.

5.1. This ADDENDUM NO. 1 shall be governed by the laws of the State of California.

5.2. Except as otherwise modified by this ADDENDUM NO. 1, all terms and conditions of the AGREEMENT shall remain in full force and effect, and the Parties do hereby ratify and confirm the AGREEMENT as modified hereby.

5.3. This ADDENDUM NO. 1 shall be binding on each of the Parties and each of their respective successors and assigns.

5.4. This ADDENDUM NO. 1 may be executed in any number of counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument.

5.5. Defined Terms. Unless otherwise indicated, capitalized terms used herein shall have the meaning provided in the AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this ADDENDUM NO. 1 by their duly authorized officers on the date first above written.

ARCHITECT:
Baker Nowicki Design Studio, LLP

DISTRICT:
Perris Union High School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit 1

ARCHITECT's Proposal, Scope of Work and Cost Estimate

December 9, 2019

Hector Gonzalez, Director of Facilities
Liberty High School
Aquatic Complex
BNds Job #19015-00

RE: **Liberty High School – Aquatic Complex**

Dear Hector,

On behalf of BakerNowicki Design Studio, we are pleased to provide planning services for the Liberty High School Aquatic Complex.

Building area 6,000 SF approximate
Site Development 1.25 Acres
Construction Budget \$8 Million

Scope of Work

Full A/E services to be provided including architectural, civil, landscape, structural, HVAC, plumbing, electrical, fire suppression and aquatic design for a 33-Meter x 25 Yard competition pool, pool deck, deck drainage, competition lighting, pool building, bleachers, shade canopy and associated site improvements.

Exclusions

- Economic feasibility study
- Design and specification of heat exchangers if utilized in lieu of pool heaters, including hot water or steam
- Food service design
- Underground utility survey
- Updated topographic survey
- Offsite improvements
- Geotechnical hazard report
- Agency fees
- SWPPP Plans
- WQMP Plans
- Compliance documentation, reports, or commissioning of equipment installed per our design or as noted in Section 5.410.2 of the California 2016 Green Building Standards Code
- Cost estimating to be by CM.
- Preparation or processing of documentation/applications for LEED and CHPS certification.

