

**AMENDMENT NO. 2**

**TO**

**MASTER ARCHITECTURAL SERVICES AGREEMENT**

**BETWEEN**

**DIXON UNIFIED SCHOOL DISTRICT**

**AND**

**LPA, INC.**

**DATED**

**May 2, 2019**

**WHEREAS**, this AMENDMENT is made and entered into as of May 2, 2019, by and between the Dixon Unified School District (“DISTRICT”) and LPA, Inc. (“ARCHITECT”); and

**WHEREAS**, this 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 adjust the ARCHITECT compensation under the AGREEMENT due to the increase in construction budget cost for the Old Dixon High School Project “PROJECT”; and

**WHEREAS**, this 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 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 have previously agreed that the aforementioned services shall be completed pursuant to the terms and conditions of the AGREEMENT and pursuant to the terms and conditions of the Amendment No. 1, dated April 21, 2017.

**1. Project Budget.**

The ARCHITECT understands and acknowledges that the total Project Budget as set forth in the AGREEMENT for the PROJECT is as of the date of this Amendment No. 2, \$12,431,441.00 and two deductive bid alternates estimated at \$431,488.00, (per letter dated January 25, 2018 from LPA to DISTRICT). The ARCHITECT shall be responsible for designing this PROJECT within all budget limitations approved by the DISTRICT in accordance with the AGREEMENT.

**2. Architect Compensation:**

**A. Architect Fee.** For performing the all services described in the AGREEMENT, Amendment No. 1 to the AGREEMENT and this 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 2 herein:

First \$500k @ 12%	\$60,000
Next \$500k @ 11.5%	\$57,500
Next \$1m @ 11%	\$110,000
Next \$4m @ 10%	\$400,000
Next \$4m @ 9%	\$360,000
Next \$2,431,441 @ 8%	\$194,515
Deductive Alternate Services	\$34,500
<b>Total LPA Fee Proposal:</b>	<b>\$1,216,515</b>

**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 Reimbursables added to the total fee amount is \$1,233,515, which is the new total contract amount.

**C. Total of This Amendment #2: Amendment #2 is in the total of \$370,015, which consists of \$353,015 plus \$17,000 reimburseables. This is the difference between already-approved Amendment #1 (\$863,500) and new total contract amount (\$1,233,515).**

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

ARCHITECT:

LPA, Inc.

By: \_\_\_\_\_  
Robert O. Kupper, AIA, LEED AP

Its: Chief Executive Officer

DISTRICT:

Dixon Unified School District

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_