

**AMENDMENT NO. 1 TO THE
ARCHITECTURAL SERVICES AGREEMENT
FOR
NORTH TAHOE CAMPUS MODERNIZATION
BY AND BETWEEN
TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
AND
STUDIO W ARCHITECTS**

This Amendment No. 1 to the Architectural Services Agreement for North Tahoe High School and Middle School (hereinafter referred to as "Amendment No. 1"), is made, entered into, and effective on October 6, 2022 ("Effective Date"), by and between the Tahoe Truckee Unified School District ("District") and Studio W Architects ("Architect") (each, a "Party" and collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into an Architectural Services Agreement, dated May 19, 2022 ("Agreement") relative to the architectural and construction administration services for the District's construction project at North Tahoe High School and Middle School ("Project") at a fixed fee of **Forty-Nine Thousand Nine Hundred Sixty-Five Dollars (\$49,965.00)** for services; and

WHEREAS, the Agreement provides that it cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties; and

WHEREAS, at this time, the Parties desire to amend and supplement the Agreement to provide project Phase 2 and to increase the fixed fee in the amount of **Six Hundred Seventy-Nine Thousand, Five Hundred Four Dollars (\$679,504.00)**.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

Section 1. Amendment of Agreement.

The Parties agree the Agreement is hereby amended and supplemented to [PURPOSE OF AMENDMENT]. The Additional scope of services is provided in **Attachment "A,"** hereto.

The Parties hereby amend Section 6.1 of the Agreement to be paid Architect under the Agreement, inclusive of this Amendment No. 1, to **Seven Hundred Twenty-Nine Thousand, Four Hundred Sixty-Nine Dollars (\$729,469.00)**. ("Fixed Fee"). Such amendment shall be serve as an accord and satisfaction and as full compensation for all of Architect's Services incurred in the performance of the scope of services described in **Attachment "A."** Any and all costs, expenses, or time extensions not included are deemed waived.

The Schedule of Services set forth in **Exhibit "C"** to the Agreement is amended and supplemented to add the scope of services described in **Attachment "A."**

Section 2. Other Provisions Reaffirmed; Ratification.

All other provisions of the Agreement shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement relating to the subject matter hereof only, the provisions of this Amendment No. 1 shall control.

Section 3. Miscellaneous.

Each Party represents that the person executing and delivering this Amendment No. 1 is duly authorized to do so. This Amendment No. 1 shall be effective as of the Effective Date, subject to the ratification or approval of the District’s governing board. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement to be executed by their respective officers on the date(s) set forth below.

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

STUDIO W ARCHITECTS

Date: _____, 2022

Date: _____, 2022

By: _____

By: _____

Print Name: Carmen Diaz Ghysels

Print Name: _____

Print Title: Superintendent/CLO

Print Title: _____

ATTACHMENT "A"

AMENDMENT 1 SCOPE OF WORK ADJUSTMENT:

Phase 2 Scope of Work:

- Replace the existing exterior EIFS system (north end of the facility) with cement plaster
- Replace the existing cement plaster system on the remaining facility
- Replace the Stadium Bleachers (Studio W will obtain feedback on the reuse of the structure below during the DSA pre-application meeting)
- Add (3) new Middle School ball walls

Alternates:

- ❖ Modernize the High School and Middle School cafeteria space
- ❖ Provide an ADA Lift for the High School Gym
- ❖ Provide a Path of Travel for the neighboring Cross County Course (adjacent property)

Construction Cost Budget: **\$6,446,653** (refer to preliminary project budget)

Fixed Fee: **\$679,504** (refer to fee worksheet; includes credit for Phase 1 fee)

While the project scope is identified above, we recognize we are still adjusting this. We also understand that the Agreement does not allow us to reconcile the fees after the bid, but should the District choose to go beyond the \$6M total project budget by adding additional scope we would hope we can have a final fee reconciliation at that time.

After your review of these documents, please acknowledge your acceptance by signing below and returning a copy to our office. Please feel free to contact me with any questions you may have.

EXCLUSIONS:

Scope Exclusions:

- Surveying
- Hazardous Materials Survey & Report Services / 3rd party Abatement Monitoring Services
- Geotechnical Reporting
- Pre-Checked (PC) Bleacher fees / Bleacher Engineering fees
- Off Site Improvements and Off-Site Site Utilities
- Upgrades to Utilities Serving the Campus
- Electric Panel Load Metering
- Kitchen area remodel or kitchen equipment modifications/replacement
- Landscape Architect, Food Service Consultant, Sport Facilities Design Consultant
- Agency Fees
- Testing and Inspection

Work to commence upon the Parties' execution of this Amendment No. 1.

Rob Koster
September 28, 2022
North Tahoe School Modernization – Phase 2 Services
Page 2 of 2

Fee Worksheet dated 09/28/2022
Preliminary Project Budget Worksheet dated 09/28/2022

Scope Exclusions:

- Surveying
- Hazardous Materials Survey & Report Services / 3rd party Abatement Monitoring Services
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22015 FA North Tahoe School - Mods

FEE

FEE SCHEDULE																																																																	
Tahoe Truckee USD / North Tahoe High School			Project Number 22015																																																														
Prepared By Studio W Architects		REVISED:																																																															
ARCHITECTURAL FEE SCHEDULE																																																																	
<table border="0"> <tr> <td colspan="2"></td> <td colspan="2">Preliminary Construction Cost</td> <td></td> <td></td> </tr> <tr> <td></td> <td>EFS- Replace with stucco- provide a new look:</td> <td>\$</td> <td>931,400</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Stucco- Replace with stucco- also include selective use of metal panels/ fiber cement siding:</td> <td>\$</td> <td>2,109,747</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Stadium Bleacher - Replacement:</td> <td>\$</td> <td>2,146,518</td> <td></td> <td></td> </tr> <tr> <td></td> <td>New MS ball walls:</td> <td>\$</td> <td>54,691</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Modernization of the high school and middle school cafeteria space:</td> <td>\$</td> <td>693,779</td> <td>Alternate</td> <td></td> </tr> <tr> <td></td> <td>ADA Lift for Gym:</td> <td>\$</td> <td>410,155</td> <td>Alternate</td> <td></td> </tr> <tr> <td></td> <td>Cross County Path:</td> <td>\$</td> <td>100,163</td> <td>Alternate</td> <td></td> </tr> <tr> <td colspan="2">Cross Country Path Fee As Separate Project: \$13,281</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2"></td> <td></td> <td>Total Construction Costs</td> <td></td> <td>\$ 6,446,653</td> </tr> </table>								Preliminary Construction Cost					EFS- Replace with stucco- provide a new look:	\$	931,400				Stucco- Replace with stucco- also include selective use of metal panels/ fiber cement siding:	\$	2,109,747				Stadium Bleacher - Replacement:	\$	2,146,518				New MS ball walls:	\$	54,691				Modernization of the high school and middle school cafeteria space:	\$	693,779	Alternate			ADA Lift for Gym:	\$	410,155	Alternate			Cross County Path:	\$	100,163	Alternate		Cross Country Path Fee As Separate Project: \$13,281									Total Construction Costs		\$ 6,446,653
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STANDARD BASIC SERVICE FEE SCHEDULE FOR PUBLIC SCHOOL MODERNIZATION PROJECTS																																																																	
% RATE	CONTRACT AMOUNT		FEE																																																														
12% first	\$	500,000.00	\$	60,000																																																													
11.50% next	\$	500,000.00	\$	57,500																																																													
11% next	\$	1,000,000.00	\$	110,000																																																													
10% next	\$	4,000,000.00	\$	400,000																																																													
9% next	\$	4,000,000.00	\$	401,999																																																													
8% of costs in excess of \$10 million	\$	10,000,000.00	\$	-																																																													
			FEE \$	667,689	10.36%																																																												
			PHASE 1	\$ 49,965																																																													
			PHASE 2 basic service fee: DD-CO	\$ 617,734	Fee minus Phase 1 fee																																																												
Direct Project Expense																																																																	
Phase 2 A/E Direct Project Expenses (includes all A/E team travel related expenses, exhibit A hard copy deliverables printing and shipping costs)				\$	61,770																																																												
Specialty Consultants																																																																	
Phase 2 Specialty Consultants: no Landscape Architect, Food Service Consultant or Theatrical Consultant services anticipated				\$	-																																																												
Total to Client (PO Request, if applicable)																																																																	
Phase 2 Fee plus Direct Project Expense				\$	679,504																																																												
PHASE 2 PAYMENT SCHEDULE & BILLING STATUS																																																																	
DESIGN DEVELOPMENT	30%	\$	203,851	0%	COMPLETE \$ -																																																												
CONSTRUCTION DOCUMENTS	30%	\$	203,851	0%	COMPLETE \$ -																																																												
AGENCY APPROVALS	5%	\$	33,976	0%	COMPLETE \$ -																																																												
BIDDING OR NEGOTIATION	2%	\$	13,590	0%	COMPLETE \$ -																																																												
CONSTRUCTION ADMINISTRATION	23%	\$	156,288	0%	COMPLETE \$ -																																																												
CLOSEOUT: Generate Punch List	2%	\$	13,590	0%	COMPLETE \$ -																																																												
CLOSEOUT: Sign Off Punch List	2%	\$	13,590	0%	COMPLETE \$ -																																																												
CLOSEOUT: Review all O&M Documents	2%	\$	13,590	0%	COMPLETE \$ -																																																												
CLOSEOUT: File All DSA Closeout Documents	2%	\$	13,590	0%	COMPLETE \$ -																																																												
CLOSEOUT: DSA Certification / Record Drawing Approval	2%	\$	13,590	0%	COMPLETE \$ -																																																												
Total Basic Service Compensation	100%	\$	679,505	0%	TOTAL DUE \$ -																																																												