

**PROJECT ADDENDUM NO. 1  
TO  
AGREEMENT FOR ARCHITECTURAL SERVICES BY AN BETWEEN MORGAN HILL UNIFIED SCHOOL  
DISTRICT AND LPA, INC., ARCHITECTS FOR BRITTON INC. # 4 STUDENT UNION AND  
ADMINISTRATION PROJECT**

This Addendum to Agreement for Architectural Services (“Addendum”) is made as of January   7th   2021 and forms a part of the Agreement for Architectural Services between the Morgan Hill Unified School District, a California public school district (“District”) and LPA, Inc. (“LPA”), (collectively “Parties”) which is dated on or about April 8, 2020 (“Agreement”).

WHEREAS, the District currently has an Agreement for Architectural Services with LPA for Britton Inc. # 4 Student Union and Administration located at 80 West Central Avenue, Morgan Hill California, 95037; and

WHEREAS, the District and LPA wish to enter into this Addendum to the Agreement to *include* additional scope in LPA’s services under the Agreement as a result of additional budgeting and scope for additional scopes of design and construction including:

- Student Union and Library Media
- Administration Reconfiguration
- Site Construction and Demolition of Wing C

WHEREAS, the District and LPA desire to modify the Agreement, and hereby enter into this Project Addendum No. 1 to memorialize this modification.

NOW, THEREFORE, in consideration of the mutual promises made herein, the District and LPA do hereby agree as follows:

1. The Agreement is hereby modified to add the scopes identified above to LPA’s scope under the Agreement and to assign said scope to LPA as follows:

- A. This project shall be completed in Phases as developed in the Design Documents and as coordinated with the District Administration, based on logistics issues and District needs.
- B. Completion Services Compensation: Compensation for the Additional Services contemplated under this Addendum No. 1 are as reflected in in the OPSC sliding scale breakdown attached as **Exhibit 1**.

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.

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

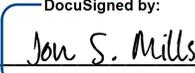
Morgan Hill Unified School District

LPA, Inc.

Date: \_\_\_\_\_, 2021

Date: January 7th, 2021

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

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

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

Print Name: DocuSigned by: Jon S. Mills, AIA

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

Print Title: Chief Operations Officer

DS  


DS  


DS  


Britton MS

New Building Construction Budget \$ 15,130,674

|              | Construction Value | Fee % | Fee               |
|--------------|--------------------|-------|-------------------|
| First        | \$ 500,000         | 9.0%  | \$ 45,000         |
| Next         | \$ 500,000         | 8.5%  | \$ 42,500         |
| Next         | \$ 1,000,000       | 8.0%  | \$ 80,000         |
| Next         | \$ 4,000,000       | 7.0%  | \$ 280,000        |
| Next         | \$ 4,000,000       | 6.0%  | \$ 240,000        |
| Remaining    | \$ 5,130,674       | 5.0%  | \$ 256,534        |
| <b>Total</b> |                    |       | <b>\$ 944,034</b> |

Modernization Construction Budget \$ 10,213,221

|                           | Construction Value | Fee %        | Fee                  |
|---------------------------|--------------------|--------------|----------------------|
| First                     | \$ 500,000         | 12.00%       | \$ 60,000            |
| Next                      | \$ 500,000         | 11.50%       | \$ 57,500            |
| Next                      | \$ 1,000,000       | 11.00%       | \$ 110,000           |
| Next                      | \$ 4,000,000       | 10.00%       | \$ 400,000           |
| Next                      | \$ 4,000,000       | 9.00%        | \$ 360,000           |
| Remaining                 | \$ 213,221         | 8.00%        | \$ 17,058            |
| <b>Total</b>              |                    | <b>9.84%</b> | <b>\$ 1,004,558</b>  |
|                           |                    | 9.836%       |                      |
| Subtotal                  |                    |              | <b>\$ 1,948,591</b>  |
| <b>Total Construction</b> |                    |              | <b>\$ 25,343,895</b> |

State of California Sliding Scale Fee Augmentation:

|                      | New Construction | Modernization           |
|----------------------|------------------|-------------------------|
| 1 Fire Sprink Design | \$27,000         | \$18,000 entire project |
| 2 Food Service       | \$14,161         | \$0 only SU             |
| 3 Acoustic Design    | \$14,161         | \$5,846 primary SU      |
| 4 Cost Estimating    | \$35,075         | \$23,383 entire project |
| 5 SWPPP              | \$11,691         | \$2,923 entire project  |
| 6 Landscape          | \$36,000         | \$9,000 entire project  |
| 7 AV                 | \$19,486         | \$0 only SU             |

Total Augmented Fees **216,725**

New Building Construction Fee \$ 944,034

Modernization Building Construction Fee \$ 1,004,558

**Grand Total Fee: \$ 2,165,316**

As % of Construction 8.54%

\$ 2,145,316

Fee Breakdown for Progress Payments

| Phase                       | Fee %         | Fee Amount          |
|-----------------------------|---------------|---------------------|
| Program                     | 0.0%          | \$ 20,000           |
| Schematic Design            | 10.0%         | \$ 214,532          |
| Design Development          | 20.0%         | \$ 429,063          |
| Construction Documents      | 20.0%         | \$ 429,063          |
| DSA Approval                | 10.0%         | \$ 214,532          |
| Bidding                     | 5.0%          | \$ 107,266          |
| Construction Administration | 27.0%         | \$ 579,235          |
| Closeout                    | 8.0%          | \$ 171,625          |
| <b>Total</b>                | <b>100.0%</b> | <b>\$ 2,165,316</b> |

reimb 25000

contingency 81207

**\$ 2,271,523**

SOV to divide the Phase Fee into 60/40 split of New Construction to Modernization