

**AMENDMENT NO. 1 TO
PERRIS UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR ARCHITECTURAL SERVICES
PERRIS HIGH SCHOOL MATH AND TECHNOLOGY
BUILDING ADDITION**

This Amendment No. 1 to the Perris Union High School District Agreement for Architectural Services Perris High School Math and Technology Building Addition Project (“Amendment No. 1”) is made effective as of **September 19, 2012** (“Effective Date”) by and between the Perris Union High School District (“District”), a public school district organized and existing pursuant to the laws of the State of California, and WLC Architects, Inc. (“Architect”). The District and the Architect may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The District and the Architect are parties to that certain Perris Union High School District Agreement for Architectural Services Perris High School Math and Technology Building Addition, dated March 16, 2012, (“Agreement”). The Agreement provides for architectural services related to the addition of an 18-classroom modular building at the District’s Perris High School, and was previously referred to as Phase 1. The work to be completed by the Architect pursuant to the Agreement (“Project”) is described in the Agreement and was previously authorized to incur project costs only through receiving Division of State Architect (DSA) approval until such time as a viable funding source was determined.

B. The Parties now desire to amend the Agreement in order to provide for additional work and services within Phase 1 consisting of a 10-classroom modular building and the demolition of certain existing structures to be completed by the Architect as part of the Project, generally described in Exhibit “A” to this Amendment No. 1, and referred to as Phase 1b. The 18-classroom addition will be referred to as Phase 1a.

C. The Parties agree that Phase 1b is to incur project costs only through receiving Division of State Architect (DSA) approval until such time as a viable funding source was determined.

D. The Parties further desire to amend the Agreement in order to amend the language of the existing Exhibit “A” to the Agreement, in order clarify, in part, funding, costs, and dates of completion.

E. The Parties intend and agree that any capitalized terms used, but not defined, in this Amendment No. 1 shall have the meanings ascribed to such terms in the Agreement.

Now, therefore, and in consideration of the respective rights and obligations of the Parties pursuant to the Agreement as modified by this Amendment No. 1, the Parties hereby agree as follows:

AGREEMENT

Section 1. Additional Scope of Work. The work and services to be completed by the Architect as part of the Project are hereby modified to include all of the additional work and services required to perform the scope of work described in Exhibit "A" to this Amendment No. 1 ("Phase 1b"). Accordingly, the Architect must provide all additional work and services required in accordance with the general terms and conditions and other applicable provisions of the Agreement, for purposes of Phase 1b. Exhibit "A" additionally includes modifications to the language of the existing Exhibit "A" to the Agreement ("Modifications"). Exhibit "A" to this Amendment No. 1 is intended to replace Exhibit "A" to the Agreement, in its entirety.

Section 2. Architect's Obligation to Indicate Phases. Where applicable, all notices, communications, estimates, costs, architectural programs, site planning and design, documents, milestones, Architect fee documents and invoices, as well as any other related documents, plans, and specifications, shall clearly designate between the Phase 1a and Phase 1b work, as generally described in Exhibit "A".

Section 3. No Other Modifications. The provisions of Sections 1 and 2 of this Amendment No. 1 shall be construed as the sole extent of the modifications to the Agreement pursuant to this Amendment No. 1. Except as hereby modified, the Agreement shall continue in full force and effect in accordance with its provisions.

Section 4. Governing Law and Venue. This Amendment No. 1 shall be construed in accordance with the laws of the State of California. Any action, arbitration, mediation or other proceeding arising from this Amendment No. 1 shall be initiated and conducted only in the County of Riverside, State of California.

Section 5. Partial Invalidity. If, for any reason, a court of competent jurisdiction issues a final ruling that any provision of this Amendment No. 1 is invalid, unenforceable, or void, each of the other provisions of this Amendment No. 1 shall remain in effect and shall be construed, to the fullest extent permitted by law, to effect the intent of the invalid, unenforceable or void provision.

Section 6. Entire Agreement. This Amendment No. 1 represents the entire understanding of the Parties with respect to the matters addressed in Sections 1 and 2 herein, and this Amendment No. 1 supersedes and cancels all prior and contemporary agreements, understandings, promises or representations relating to such matters, whether written or oral.

Section 7. Counterparts. This Amendment No. 1 may be executed in two or more counterparts, all of which shall constitute one and the same original instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Amendment No. 1 bearing original signatures of both Parties.

[Remainder of this page intentionally left blank]

Section 9. Due Authority of Signatories. Each person signing this Amendment No. 1 on behalf of a Party hereby represents and warrants that he has been duly authorized (or, in the case of the District, will seek authorization) by appropriate action of such Party to sign, and thereby bind such Party to, this Amendment No. 1.

In witness whereof, the Parties have executed this Amendment No. 1 as evidenced by the signatures below of their duly-authorized representatives.

PERRIS UNION HIGH SCHOOL DISTRICT WLC ARCHITECTS, INC.

By: _____
Candace Reines, Assistant Superintendent
Business Services

By: _____
Print Name: Glenn Ueda
Title: Vice President

EXHIBIT "A"
DESCRIPTION OF PROJECT

Project Name and Designation: *Perris High School Phase 1 building additions (formerly known as Math and Technology Building Addition)*

Facility Uses and Areas: *Phase 1a of the Project will consist of the addition of an 18-classroom modular building. Phase 1b of the Project will consist of a 10-classroom modular building in addition to the associated demolition and site work in preparation for the placement of the 10-classroom building. Phase 1b will also include removal of existing portable classrooms as well as the demolition and site work in preparation for a future Phase 2.*

Site Location: *Perris High School, 175 E Nuevo Rd, Perris, CA 92571*

Anticipated/Desired Funding Program(s): *While funding for Phase 1a has been determined, funding has not yet been determined for Phase 1b of the Project. Phase 1a will be funded by 2011 Special Revenue Bonds, and possibly The Overcrowding Relief Grant (ORG). The District has applied for and will continue to apply for various funding sources that could be used for any portion of Phase 1. The District intends to incur Project costs for Phase 1b only through receiving Division of State Architect (DSA) approval. All other remaining Phase 1b work is contingent upon the District's receipt of sufficient funding for the completion of Phase 1b, as determined solely by the District.*

Anticipated Construction Delivery Method: *Competitive Bid (Design/Bid/Build), multi-prime*

Contract Construction Manager: *To be determined by District*

Construction Phasing: *Phase 1a and Phase 1b.*

Total Construction Budget: *Phase 1a: \$3,836,321; Phase 1b: \$2,412,743 (Rough Order of Magnitude without completed site utility verification)*

Total Project Budget: *Phase 1a: \$5,221,780; Phase 1b: \$3,136,566*

Time of Completion: *Time of Completion dates for Phase 1a and Phase 1b construction are estimated as follows: (1) Phase 1a: August, 2013; (2) Phase 1b: 12 months following District's receipt of sufficient funding for Phase 1b, as determined solely by the District.*