

Big Walnut Local School District New High School with Athletic Improvements and New Elementary School Project

Amendment #1

to Agreement for Design Professional Services with VSWC Architects, Inc.

This Amendment to Agreement for Design Professional Services (this “Amendment”) is made and entered into as of the date this Amendment is executed by the Owner (the “Effective Date”) by and between the **Big Walnut Local School District Board of Education** (the “Owner”) and **VSWC Architects, Inc.** (the “Design Professional”) (collectively, the Owner and Design Professional, the “Parties”), and is a modification to that certain Agreement for Design Professional Services (AIA Document B103-2017), effective March 15, 2018 (the “Agreement”), entered into between the Parties.

The scope of services for the Agreement is amended as follows: See attached Exhibit A. The total cost for this amendment is **\$12,660.00**.

The total amount of fees and reimbursable expenses payable to the Design Professional under the Agreement shall not exceed **\$8,188,813.00** as set forth below.

	Previous Amount	This Amendment	Revised Amount
A. Basic Fee	\$5,883,262.00	\$11,330.00	\$5,894,592.00
B. Supplemental Services Fees	\$1,993,143.00	\$1,330.00	\$1,994,473.00
C. Reimbursable Expenses (allowances)	\$299,748.00	0	\$299,748.00
Totals (A + B + C)	\$8,176,153.00	\$12,660.00	\$8,188,813.00

The Design Professional will perform this scope of services in accordance with the terms and conditions of the Agreement and exhibits thereto. Upon execution, this Amendment shall become part of the Agreement as if written fully therein. All other terms and conditions in the original Agreement shall remain in full force and effect. The parties executing this Amendment represent that they have the authority to bind their respective party to the terms of this Amendment.

[Remainder of this page left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives as of the last date set forth below.

OWNER:
BIG WALNUT LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

ARCHITECT:
VSWC ARCHITECTS, INC.

Signature

Signature

By: Angie Hamberg, Superintendent
Printed Name and Title

By: _____
Chris Dumford, Vice President

Date: _____

Date: _____

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

The undersigned, Treasurer of the Big Walnut Local School District, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Jeremy Buskirk, Treasurer

Date: _____

EXHIBIT - A



1/27/21

Douglas Swartz, Director of Facilities
Big Walnut Local Schools
110 Tippet Ct.
Sunbury, OH 43074

Re: Revised Proposal for Additional Services: Added Vehicular Drive
Big Walnut School Projects

Dear Mr. Swartz:

On 11/10/20 you contacted us (via email) communicating a desire to explore adding drives at various locations to the project site. At some point, you asked for an estimate of professional services related to adding one of these drives. My initial estimate (\$5,000) excluded submission of documents to the Village. Later, you requested that I provide a formal Proposal, adding services relating to submission of revised Civil Documents to the Village for approval. This Revised Proposal is a response to that request, as well as subsequent requests for revision and clarification.

Assumptions/Understandings Associated with the Added Work:

1. Scope of the Added Work includes the addition of an eastern connection drive between the eastern parking area and the east/west drive at the south end of the project site. Refer to Attachment A.
2. Scope of the Professional Services includes:
 - A. Assistance with the investigation and evaluation of options for the exact location and routing of the added drive. This includes up to (3) virtual meetings. Topics of discussion/evaluation to include impact on future parking, preservation of space for future development, impact of designs on site utilities, etc.
 - B. Minor Surveying of the area involved as required to verify existing conditions pertinent to the new work.
 - C. Amendment of Existing Civil Documents (including Landscape and traffic signage) as required based on selected final design.
 - D. Resubmittal of the Amended Civil Documents to the Village of Sunbury for approval.
Note: Generation of a new, stand-alone set of Civil Documents for this work (rather than amending the existing Civil Documents) would require significant additional work and is therefore excluded from the scope of this Proposal. If such documentation is required by the Village, then additional Professional Services would be required.
Note: Basic Services Fee includes re-submittal to the Village will be for Plan Review only. Preparation for and attendance at Zoning or Council hearings will be compensated as an optional Additional Service as described below under "Compensation for Professional Services".
Note: Since the existing EPA Permit remains open for the site, Submission to EPA is not anticipated to be required.
Note: Additional Surveying work is not anticipated to be required. New work will be designed as either a modification of the most recent Site Work (Athletics) or as new work assuming completion of the previous Site Work. Approach to be confirmed with Owner and CM prior to generation of the Amended Documents.
 - E. Amendment of Site Electric Drawings as required to modify/extend site lighting at added drive.
 - F. Amendment of the Architectural Site Plan for the Record Set, including additional architectural signage as required.

- G. Construction Administration associated with the Added Work.
3. Process for Adding these Professional Services shall be through Amendment to the Owner/ Architect Agreement, in accordance with Paragraph 13.1 of that Agreement.
 4. Schedule for completion of the Professional Services shall be worked out through mutual agreement of the Owner and Architect based on availability of relevant parties to participate in appropriate meetings. The Architect estimates reasonable durations as follows:
 - A. Initiation of Services: Immediately upon execution of Amendment
 - B. Design Phase: Estimated to take 3-4 weeks
 - C. Document Phase: Estimated to take 3-4 weeks
 - D. Submission to Village: Immediately following Document Phase
 - E. Plan Review/CM Pricing: Estimated to take 3-4 weeks
 - F. Construction: To be Determined
 5. Exclusions from the Scope of Professional Services (and therefore from the Compensation Cost) include the following:
 - A. Generating a separate, stand-alone set of Civil Documents (see Item 2C above).
 - B. Printing costs associated with Bid Documents or Submission Documents.
 Note: It is assumed that any printing cost incurred will be either applied toward the Misc. Printing allowance already in the Agreement or will be invoiced as a reimbursable expense (without mark-up), at Owner's discretion. There is currently approx. \$3,000 remaining in the Misc. Printing Allowance.
 - C. Review Fees associated with the Work.
 Note: No review fees are anticipated. However, any review costs incurred will be either be applied toward the Agency Approval Fees Allowance already in the Agreement or will be invoiced as a reimbursable expense (without mark-up), at Owner's discretion. There is currently approx. \$6,000 remaining in the Agency Approval Allowance.
 - D. 3-D Renderings associated with the Work.

Should any of the above be required or desired, such services would be added to the Professional Services through subsequent Amendment with appropriate additional compensation.

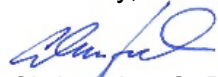
Compensation for Professional Services:

Basic Services Fixed Fee	\$11,330.00
Optional Additional Services:	
Prep For & Attendance at Each Zoning Hearing:	\$1,330.00

If you have any questions regarding this Proposal, please contact me directly to discuss. Otherwise, an Amendment would need to be drafted for Execution. I would be happy to assist in drafting such an Amendment if you so desire.

Thank you again for the opportunity to provide this Proposal.

Sincerely,



Christopher S. Dumford, RA
 Vice President, VSWC Architects

Attached: Attachment A: Preliminary Concept Sketch

ATTACHMENT A: Preliminary Concept Sketch

