

ADDENDUM TO  
AGREEMENT BETWEEN OWNER AND ARCHITECT  
For New School and Ancillary Design and Contract Administration

THIS ADDENDUM TO AGREEMENT BETWEEN OWNER AND ARCHITECT, made and entered into on this \_\_\_ day of April, 2012, hereby amends and alters the previous agreement, which was signed on the 27<sup>th</sup> day of January, 2010, by and between the Board of Trustees of Idaho Falls School District No. 91, 690 John Adams Parkway, Idaho Falls, Idaho 83402 (hereinafter Owner), and Architectural Design West, P.C., 255 South 300 West, Logan, UT 84321 (hereinafter Architect), as follows:

1. **Project:** Design and Contract Administration of new elementary schools, other ancillary projects of which Owner has current 35% design, in accordance with the general design criteria to be provided by Owner, and proposed design changes to C.E. Gale Magnet High School and Idaho Falls High School (new design outside of scope of existing 35% design).

2. **Architectural Fees:** Owner shall pay to Architect for the services to be performed pursuant to the terms of this agreement a not to exceed amount as determined by the following schedule.

- 3.1. **First new school** – 3.5% of final construction cost sans costs of change orders as defined in paragraph 3.9.
- 3.2. **Second new school** – 3.25% of final construction costs sans costs of change orders as defined in paragraph 3.9.
- 3.3. **Third and all subsequent new schools** – 3.0% of final construction costs sans costs of change orders as defined in paragraph 3.9.
- 3.4. **C.E. Gale Magnet High School and Idaho Falls High School (new design scope outside of the current 35% design scope)** – 6.2% of final construction costs sans costs of change orders as defined in paragraph 3.9.
- 3.5. The above values represent maximum fees. The Architect agrees to reevaluate fee percentage on the second and all subsequent new schools with the goal of lowering the percentages, if practicable, based on actual hours expended on the previous school design.
- 3.6. Fees associated with designs of Ancillary projects (see definition in section 1) will be 3.95% of final construction cost sans costs of change orders as defined in paragraph 3.9. Fees associated with new design not identified herein will be negotiated and added to this agreement prior to commencing design activities.
- 3.7. The above-referenced compensation shall be payable to Architect upon the completion of each individual component of the Project, and as a percentage of the total compensation as follows:

3.7.1 Design Completion to successful plan review:	75% of Total
3.7.2. Construction Phase:	20% of Total
3.7.3. Closeout phase to Punch list completion:	5% of Total

- 3.8. The portion payable for supervision and inspection during the construction phase of the Project shall be payable in monthly draws based on monthly statements prepared by Architect and submitted to School District No. 91 for payment.
- 3.9. For purposes of the calculation of Architect fees, final construction costs shall not include the cost of any change order that was not requested by owner and identified, in writing, during the change order approval process as applying to Architect fees.

**7. Construction Costs:** The construction costs, unless otherwise modified by paragraph 3.9, shall be the total cost to the Owner of all aspects of the Project design or specified by the Architect. It shall not include the estimated costs associated with labor and materials furnished by the Owner. Nor, for purposes of calculating applicable architectural fees as defined herein, shall it include the compensation of the Architect and Architect's consultants or the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

Any and all terms of the Agreement Between Owner and Architect not specifically affected or amended by this Addendum shall remain in full force and effect. Any and all terms and conditions of the Agreement Between Owner and Architect that are in conflict with the terms of this Addendum shall be controlled by the terms of the Addendum and not the Agreement Between Owner and Architect.

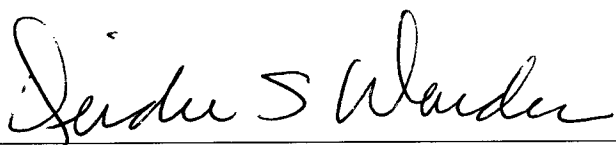
OWNER:

BOARD OF TRUSTEES OF  
IDAHO FALLS SCHOOL DISTRICT NO. 91

By:

  
\_\_\_\_\_  
David Lent, Chair

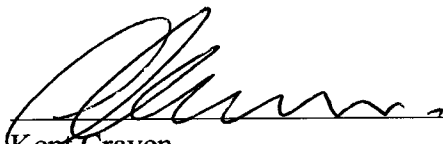
ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

ARCHITECT:

ARCHITECTURAL DESIGN WEST P.C.

By:

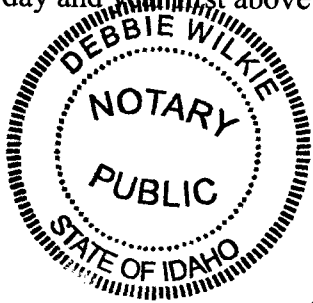
  
\_\_\_\_\_  
Kent Craven

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO )  
:SS  
County of Bonneville )

On this 11 day of <sup>May</sup>~~April~~, 2012, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared DAVID LENT, known to me to be the Chair of the Board of Idaho Falls School District No. 91, Bonneville County, State of Idaho, that executed the instrument or the person who executed the instrument on behalf of said school district, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year first above written.



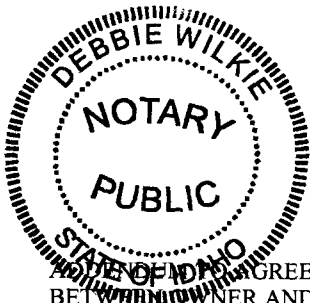
Debbie Wilkie  
NOTARY PUBLIC FOR IDAHO  
Residing at: Idaho Falls  
My Commission Expires: 7/28/2017

ACKNOWLEDGEMENT BY CORPORATION

STATE OF Idaho )  
:SS  
County of Bonneville )

On this 9<sup>th</sup> day of <sup>May</sup>~~April~~, 2012, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared KENT CRAVEN, known or identified to me to be the Director of Business Development of Architectural Design West P.C., who executed the instrument or the person who executed the instrument on behalf of said school district, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year first above written.



Debbie Wilkie  
NOTARY PUBLIC FOR IDAHO  
Residing at: Idaho Falls  
My Commission Expires: 7/28/2017