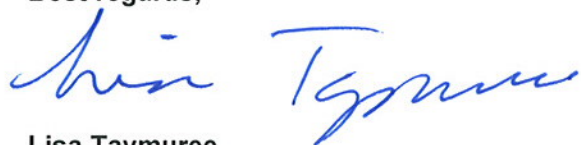


August 10, 2011

Hi Steve,

Please find enclosed the board approved amendment to the contract.

Best regards,



Lisa Taymuree

Debbra Lindo, Ed.D.
Superintendent

BOARD OF TRUSTEES

Miguel Dwin
President

Cheryl Webb
Vice President

Joshua Simon
Board Clerk

Pat Hooper
County Representative

Melodi K. Dice
Board Member

Ariel Hughes
Student Representative

SCHOOL SITES

Anna Yates Elementary School
Jaguanana Lathan, Principal
1070 41st Street
Emeryville, CA 94608

Emery Secondary School
Anakarita Allen, Principal
1100 47th Street
Emeryville, CA 94608



the IDEAS company for the built environment

August 3, 2011

**ADDENDUM-4 to Emeryville Center of Community Life, Agreement for Architectural Services
Project No. 10-001**

I. CONTRACTING PARTIES

A.	Client:	Emery Unified School District 4727 San Pablo Avenue Emeryville, CA 94608
B.	Consultant:	Miller Kelley Architects, Inc., DBA MKThink 1500 Sansome Street San Francisco, CA 94111

II. DESCRIPTION of SERVICES

This addendum defines the scope of work for the period of July 1, 2011 through September 30, 2011. The following scope of services describes the activities necessary to complete conceptual design. This effort will conclude the Pre Design efforts necessary to begin Schematic Design. The effort is titled "Conceptual Design". "Nexus Partners" for the purposes of this agreement is the design team of dsk architects, MKThink and Concordia. Subsequent contracts for Basic Services will be with dsk. dsk will manage this effort and hold subcontracts with all consultants outside of the Nexus Partners.

1. Purpose: To conclude the pre design efforts as indicated in the Deliverables.
2. Client Responsibilities:
 - a. EUSD will provide the Utilization Program and associated square footages as a basis initiating this effort.
 - b. Coordinate City of Emeryville and EUSD meetings and resources and decision making.
 - c. Identify Community Workshop locations and provide operational set up for internet access, webcam functions.
 - d. Engage Turner Construction.
 - e. Engage CEQA Consultant and begin CEQA process
 - f. Identify City of Emeryville and EUSD project review process
 - g. Provide Critical funding dates.
 - h. Provide CEQA Schedule
 - i. Provide City of Emeryville planning and construction document approval schedule
 - j. Turner will be engaged by EUSD to address construction schedule impacts and construction cost impacts.

- k. Provide all information to accommodate a completion of this phase by September 30, 2011.

3. Schedule

a. Meetings

i. Student Engagement Meetings:

- 1. July 18th : Student workshop at EUSD Secondary School
- 2. July 26th : Student workshop at MKThink office
- 3. July 28th : Student presentation at EUSD

ii. Community Workshops: Two Community Meetings/Workshops, dates to be determined in conformance with the agreed upon schedule.

iii. City/Schools: Nexus will provide update documentation to EUSD staff. One Nexus firm partner will be available for each City/Schools, EUSD Board and City Council Meetings. Material for presentation shall be provided to EUSD staff a minimum of 5 working days prior to meeting.

iv. Weekly Staff meetings: Weekly, regular, pre scheduled, meeting at EUSD staff office. Weekly meetings to be attended by Mark Seiberlich (with an occasional presence of Amir Kakavand in lieu of Mark) Steve Kelley and/or MKThink staff as needed and Steven Bingler and/or Concordia Staff as needed via conference call.

v. DSA assistance workshop; July 27th 2:00 to 4:00: EUSD/Nexus/Turner Schedule workshop. 2 hour work shop to analyze options for schedule scenarios and identify critical path issues.

- b. Completion of this effort is September 30, 2011. All deliverables will be presented to EUSD staff. A Nexus Partner will be available for presentation of material to the next available City/Schools meeting after this date.

4. Student Engagement Course:

a. July 18th: Student workshop at EUSD Secondary School

i. Nexus staff to meet with faculty in advance of workshop to understand lesson plan and assist in achieving the course goals.

ii. Nexus staff will attend the workshop to support Leadership by EUSD faculty and staff.

Faculty meeting will be attended by either Steve Kelley and Mark Seiberlich. Workshop will be attended by Mark Seiberlich and Steve Kelley. Steve Bingler will attend via

conference call/web cam. Nexus will provide Site Plans and general architectural experience power point presentation.

- b. July 26th: Student workshop at MKThink office
 - i. Nexus staff will attend the workshop to support Leadership by EUSD faculty and staff.
 - ii. Nexus will provide supplies and materials for site and massing hands on workshop (in technology and/or hard copy)
Workshop will be attended by Amir Kakavand, Steve Kelley and Steve Bingler. No material will be prepared by Nexus.
- c. July 28th: Student presentation at EUSD
 - i. Presentation facilitated and Lead by EUSD Faculty and Staff;
 - ii. Nexus staff to attend and provide verbal input in meeting to Students and Faculty.
Presentation will be attended by Amir Kakavand, Steve Kelley and Steven Bingler.

5. Conceptual Design

- a. Process: Nexus partners will lead the effort to produce the itemized deliverables. Nexus will provide supporting documentation of progress at each weekly meeting.
- b. Community Workshops and Presentations:
 - i. Two meetings are included in this proposal.
 - ii. Goal: Inform the Community of the project status, engage in discussion and receive Community considerations on the ECCL Conceptual Design.
 - iii. Nexus staff will prepare agendas for workshop suitable for public distribution to promote the event.
 - iv. Nexus staff to lead and facilitate the workshops.
 - v. Nexus to provide supplies and materials for hands on workshop.
 - vi. At minimum one partner from one of the nexus firm and when possible a partner from each firm will attend each workshop.

6. Final Presentation

- a. Present option to City/Schools with recommendation for approval.
- b. Goal: Obtain City and EUSD approval to proceed with the design of the ECCL to completion.

- c. Nexus to prepare digital presentation for the Board for an approximately one hour presentation.

7. DSA Process Development Assistance

- a. Client will provide any and all communication with DSA for this effort.
- b. One workshop with Turner, Nexus and EUSD
- c. Nexus will analyze existing DSA review and approval process and recommend specific adjustment to standard procedures to meet the ECCL schedule goals

8. Project Schedule

- a. Schedule analysis is not included

9. External communications

- a. Nexus staff will update <http://www.emeryvillecenter.org> as required but not more than once a week between August and September.
- b. Nexus staff will monitor the website to respond to ongoing dialogues once every week.

10. Sub Consultants

- a. Nexus has included the following consultants in the Conceptual Design effort.
 - i. Landscape Architects MFLA
 - ii. Civil Engineers BKF
 - iii. Structural Engineers Degenkolb
 - iv. Mechanical/Plumbing Engineers Interface
 - v. Electrical IDeAs
- b. An Allowance is established retention of the following consultants at the Clients discretion.
 - i. Cost Estimating Saylor
 - ii. Traffic and Parking* Fehr/
 - iii. Utility and topo survey BKF
 - iv. Web Management MKThink
 - v. Library* Page + Moris
 - vi. Food Service* Marshall Associates
 - vii. Animations* Nexus (and/or subconsultants)
 - viii. Success Measures Alisha Kientzler
 - ix. Accelerated DSA process Nexus (and sub consultants)
 - x. Theatre Consultant AFP

- c. "*" allowance is allocated for Client consideration on effort. All other consultants identified in 10.a. above are included in the lump sum fee.
- d. Nexus Staff will coordinate and manage Sub-Consultants approved by EUSD.

11. Contractor

- a. Client will coordinate Contractor involvement.

12. Budget

- a. The budget is based on Scenario D October 11, 2011.
- b. Construction Budget for the project is \$78,900,000.00
- c. Furniture and Equipment Allowance is \$3,700,000.00
- d. Nexus will work with the Contractor and the Client to reduce the construction cost.

13. Coordination/Management

- a. dsk will be responsible for managing this Conceptual Design effort. MKThink will be responsible for invoicing.

14. Deliverables

- a. Conceptual Design Deliverables
 - i. DSA recommended modified approval process
 - ii. Site Analysis Diagram
 - iii. Base Map (utility/topo survey)
 - iv. Circulation Study
 - v. Conceptual massing diagrams and related site plan (preliminary and final)
 - vi. Process and Comparison Summary report
 - vii. DSA Consecutive Review Schedule
 - viii. Construction Estimate
 - ix. MEP Systems Issues and opportunities identification
 - x. Landscape review of massing options
 - xi. Civil Review of massing options
 - xii. Structural Review of massing options
 - xiii. Success Metrics Report
 - xiv. Library Program (allowance pending client direction)
 - xv. Traffic/Parking Report (allowance pending client direction)
- b. EUSD will be provided with five large scale (approximately 22 X 34 inches) paper copies of all drawing documents and one digital CD. Reports will be 8 ½ X 11 or 11X17 format.

15. Pro Bono Efforts

- a. dsk, MKThink and Concordia will continue to participate in efforts for no compensation. These efforts, past and future, include attending school events, public meetings, contributions to the Emery Fund, supporting student, staff & community engagement, arranging and leading informative tours.

III. BASIS OF COMPENSATION

Compensation

Lump Sum	\$ 281,850.00	
Allowance	\$ 60,000.00	(for consultants identified in 10.b. above)
Maximum (Total)	\$ 341,850.00	

Reimbursables

Reimbursable expenses are included for "in house" printing and all travel expenses. Large special volume printing is not included. Nexus will assist the client in arrangements for special and large volume printing.

Upon entering into this Amendment, EUSD and it's assigned representatives acknowledge that scope items, tasks and deliverables defined in the Board approved "Agreement for Architectural Services" (Agreement) with Miller Kelley Architects, dba MKThink executed March 10, 2010, Exhibit A (including all subsequent Addenda), deleted or otherwise removed by the direction of EUSD and authorized staff, are no longer in-scope, unless the associated funding of any specific remaining tasks is adjusted accordingly. The responsibilities and deliverables described in Exhibit A and Exhibit B of the original Agreement are therefore superseded by this Addendum.

Faithfully Submitted by:
MKThink

Approved by:
Emery Unified School District



Steven Kelley AIA
Founding Principal
August 3, 2011



Date: 8/9/11



Hourly Rate Schedule

Professional Architectural Services

For Emery Unified School District – through December, 2010

<u>Classification</u>	<u>Standard Rates</u>	<u>EUSD Discounted Rates</u>
Nexus Partners Principals	\$250	\$225
Contracted Facilitators	\$175	\$150
Senior Project Staff	\$175	\$150
Intermediate Project Staff	\$125	\$120
Junior Project Staff	\$85	\$85