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October 1, 2011

**ADDENDUM-5 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 commencing October 1, 2011 through December 31, 2011 and is necessitated by the need to conclude Conceptual Design in line with recent adjustments to the Measure J bond funding stream and to support ongoing community engagement through this period.

As background to this agreement, the previous addendum (Addendum #4) covered the period of July 1, 2011 to September 30, 2011. Addendum #4 authorized work by Nexus Partners and their consultant team to complete Conceptual Design for the ECCL. This work was presented to the City School Committee on October 6, 2011 and subsequently to the community at Community Design Workshop #3 on October 13, 2011. Soon after, it was discovered that a delay in the timing of the release of final funds from Measure J bonds would be necessary. Construction of the ECCL facility as presented in the Conceptual Design work prepared by Nexus would not be possible within the constraints of the funds available through the 2014 completion target date, requiring a Phased Construction Approach coinciding with the release of bond funds sometime after 2014. While initially somewhat smaller in building area, the envisioned Phase 1 will nonetheless achieve the full vision of the ECCL sized for the existing student population. A future Phase 2 will expand the vision to accommodate 1100 to 1200 students. It is important to note that the ultimate plan for the ECCL and the work that has been done to date is still valid. Nexus will continue to design to the end state with the incorporation of the logistics necessary to accomplish an effective Phase 1 interim state. Nexus recommends a Phase 1 construction budget of \$58,325,000 including furniture and equipment. This would translate to an overall project cost budget of \$80,000,000.

The scope of work described herein is titled "Conceptual Design with Phasing". Nexus Partners, for the purposes of this agreement is the design team of dsk architects, MKThink and Concordia.

Due to recent concern regarding the ultimate disposition of Redevelopment Agency funds intended for the ECCL project, Nexus Partners was asked to cease active Conceptual Design work until such time as the availability of RDA funds becomes clear. Notification to hold was given to Nexus Partners on November 28, 2011. The work in this proposal reflects the efforts completed by Nexus Partners during the time period of October 1, 2011 through notice of hold. Additional scope as described below will continue through the contract period of December 31, 2011 but only related to limited staff and community engagement activities, website maintenance and Prop 84 graphics assistance.

The following scope of services describes the activities performed and to be performed within the stipulated time period of this addendum.

1. Purpose: To conclude the Conceptual Design with Phasing efforts as indicated below and in the Deliverables.
2. Client Responsibilities:
  - a. Coordinate the City of Emeryville and EUSD meetings, resources and decision making.
  - b. Identify Community Design Workshop locations and provide operational set up for internet access, recording and community support functions such as day care and language translation services.
  - c. Provide all information to accommodate a completion of this phase by December 31, 2011.
3. Schedule
  - a. Meetings
    - i. Community Design Workshops:
      1. CDWS #4 November 19
      2. CDWS #5 December 13 (Nexus Partners is not included in this workshop although this agreement does include the community facilitation effort by 5th Medium I. C.
    - ii. City/Schools: Nexus will provide update documentation for EUSD staff use in City/Schools meetings.
    - iii. EUSD Board: Material for presentation shall be provided to EUSD staff a minimum of 5 working days prior to meeting.
      1. November 28th
      2. December 12th
    - iv. Faculty and Staff meetings; Nexus will prepare materials and be available to present to staff on:
      1. November 9, 2011 – Attended and presented by Nexus Partners

2. December 1, 2011 – Attended and presented by Nexus Partners and 5th Medium I. C.
  3. December 7, 2011 - Attended and presented by Nexus Partners and 5th Medium I. C.
  - v. Weekly Staff meetings through December 5th: Weekly, regular, pre scheduled, meeting at EUSD staff office. Weekly meetings to be attended by Mark Seiberlich and/or dsk staff, Steve Kelley and/or MKThink staff, and Steven Binger and/or Concordia Staff via conference call.
  - b. Meetings will conclude December 13, 2011 with Community Workshop #5. All deliverables will be presented and made available to EUSD staff.
4. Conceptual Design Tasks
- 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 Design Workshops and Presentations:
    - i. The November 19, 2011 workshop is included in this agreement. Nexus participation in the December 13, 2011 workshop has been removed from this agreement although the participation of 5th Medium I. C. (Chris Bui) is included.
    - ii. Goal: Inform the Community of the project status, engage in discussion and receive Community considerations on the ECCL Conceptual Design.
5. ECCL Project Schedule
- a. Project Schedule analysis remains as concluded in Addendum #4 and is not included in this agreement
6. External Communications
- a. Nexus staff will continue to update <http://www.emeryvillecenter.org> as required through December 2011.
  - b. Nexus staff will monitor the website to respond to ongoing dialogues once every week.
7. Sub Consultants
- a. Nexus has included in this agreement the services of 5th Medium I. C. to provide meeting facilitation and community voting technology to capture staff and community

responses. This agreement covers the services for three meetings during the contract period: December 1, 2011, December 7, 2011 and December 13, 2011.

8. Contractor

- a. Client will engage & coordinate Contractor involvement. Nexus will participate as requested

9. Budget

- a. Note: *The description in item (b) below reflects the activities and work preceding the notification of hold and as such was based on the assumption that the full allocation of RDA funds was available to the project.*
- b. Nexus Partners and Turner Construction (the Project Team) made a concerted effort to achieve a \$65M total project budget for Phase 1, realizing the intended full vision for the ECCL in Phase 1. Collectively the design team was unable to reach a solution that achieved the cost target within the square footage and cost per square foot allowance initially established. The design team then recommended modest square footage reductions (no reductions to programs) yielding a total of 107,850 square feet of building area. The Project Team also agreed to design to a slightly reduced but still adequate cost per square foot allowance resulting in the ability to achieve a \$52M construction cost budget for Phase 1. This translates to a blended construction cost of \$482 per square foot of building area and \$23 per square foot of site improvements while maintaining the intended full vision for the ECCL in Phase 1. Including non-construction project costs the total recommended project budget becomes \$75m for Phase 1. Upon further analysis of the space program, space utilization and scheduling model, Nexus Partners recommended that 4 key program elements be brought back from Phase 2 into Phase 1 in order for the ECCL to function efficiently. These spaces include 2 classrooms, an additional school multipurpose room and special education offices for a total add-back area of 7,250 sf including a grossing factor of 25%.
- c. Based on this background analysis and the availability of funds the following recommended budget is established for Phase 1:
  - i. \$52,000,000 Baseline Phase 1 Construction Cost
  - ii. \$2,600,000 Baseline Phase 1 Furniture & Fixtures
  - iii. \$3,550,000 Recommended Phase 1 program add-back (7,250 sf)
  - iv. \$175,000 Recommended Phase 1 Furniture & Fixtures add-back
  - v. \$58,325,000 Total Recommended Phase 1 Construction Budget
  - vi. \$80,000,000 Total Recommended Phase 1 Project Budget

10. Tasks & Deliverables

a. Conceptual Design Tasks & Deliverables

- i. Conceptual massing diagrams and related site plan (preliminary and final)
- ii. 3D illustrative sketch renderings (aerial & eye level views)
- iii. Program area coordination with 3D modeling
- iv. 3D animations for presentation to staff & community
- v. Phasing Strategies & Diagrams
- vi. Updated Space Program list
- vii. Program & Functional relationship diagrams
- viii. Opinion on construction cost from Tuner construction and Leland Saylor Associates
- ix. Updated Space Utilization and Schedule Modeling with Summary Report
- x. Selection and presentation of images & photographs reflecting architectural materials and features for review and input by the community
- xi. Prop 84 graphics assistance
- xii. Summary Report of Conceptual Design, Consultant and Community input.

- b. EUSD will be provided with digital records of these deliverables and paper copies of all drawing documents and one digital CD. Reports will be 8 ½ X 11 or 11X17 format.

11. Pro Bono Efforts

- a. Nexus Partners will continue to participate in efforts deemed to have value to the community. These efforts, past and future, include attending school events, public meetings, supporting students through mentorships and hands on experience, staff & community engagement, arranging and leading informative tours etc.

**III. BASIS OF COMPENSATION**

Lump Sum Fee	\$ 161,085	(Nexus Partners)
Consultant Fee	\$ 13,500	(5th Medium I. C.)
Total Fee	\$ 174,585	

The Lump Sum fee amount includes:

Normal and customary expenses for printing, all travel expenses, and 10% consultant coordination markup. Large volume, large format printing is not included. Nexus will assist the client in arrangements for special and large volume printing if requested. The Lump Sum amount also includes 48 hours of staff time required to de-mobilize the project team, properly archive and record the current status of work, and phase out of active work until further notified to resume work.

Due to the notification of Nexus Partners to cease active work on November 28, 2011 by EUSD staff, some activities listed in the scope of services were actively in progress and were stopped prior to full conclusion. The associated fee with all activities in progress but not completed has been adjusted downward from earlier fee amounts to reflect only the actual work performed prior to November 28 and the limited approved activities to be performed from November 28, 2011 through the end of December under this agreement.

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  
 February 8, 2012

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 Date: \_\_\_\_\_



Hourly Rate Schedule

Professional Architectural Services

For Emery Unified School District – through December, 2011

<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

**A note regarding Addendum #4**

Please note that the full contract amount established in Addendum #4 was not expended. \$15,000 remains unused as of the writing of this Addendum and may be returned to the Measure J funding pool.

An allowance was established in Addendum #4 to fund Landscape, Civil, Structural and Mechanical/Electrical/Plumbing consultants as well as specialty consultants such as Food Service, Cost Estimation, Theater and Traffic & Parking and Library consultants. Of this \$148,000 allowance \$92,000 was expended for the consultants listed above. These services were subcontracted by dsk architects. Of the remaining funds an additional \$41,000 was reallocated to additional Nexus scope activities under EUSD staff direction, and another \$15,000 remains unused.