



the IDEAS company for the built environment

Sept 23, 2010

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

This addendum revises the scope of work to include S.P.I.C.E. (Staff Planning for Improving the Community of Emeryville) Workshop Facilitation and content delivery

**I. CONTRACTING PARTIES**

**A. Client: Emery Unified School District**  
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**

MKThink will assist EUSD staff in the following Tasks:

**Task 1: Facilitated Faculty & Staff Meetings**

Attend Facilitation Strategy & Prep Meetings – participate in eight (8) two (2) hour meetings including two already attended.

Attend seven (7) scheduled four (4) hour meetings (1hr pre-prep, 2hr meeting, 1hr debrief). MKThink is donating the time to attend the week 1 staff workshop Commencing in the 8<sup>th</sup> week session, MKThink and Nexus Partners will begin the staff dialog as it relates to space and spatial organization, compiling any emerging trends that have been identified through the staff workshops and begin to engage staff with mapping opportunities to align the identified desired outcomes defined in weeks 1-7 with space strategies that will most likely enable those outcomes. We will also feed the discussion of what it means to share space effectively. Content preparation is included in Tasks 2 below

MKThink Hours: 44 Duration: 11 weeks: Sept 15 – Nov 17

**Stockton Associates** – Facilitation and prep per separate proposal. Hours indicated in **Exhibit A**

**Alesha Kientzler** - Facilitation and prep per separate proposal. Hours indicated in **Exhibit A**

**DSK Architects LLP** - Meeting attendance, facilitation and prep as outlined in MKThink task narrative. Hours indicated in **Exhibit A**

**Concordia LLC** - Meeting attendance, facilitation and prep as outlined in MKThink task narrative. Hours indicated in **Exhibit A**

**Task 2: Emerging Space Sharing & Adjacency Strategies**

Commencing in the 8<sup>th</sup> week of staff workshops and using data derived from the preceding interactive staff work-sessions, MKThink & Nexux Partners will begin to test programmatic relationships and adjacencies in a *non-site-specific manner* using visual diagrams and other tools as necessary to communicate these relationships back to the staff participants and test their validity through a group consensus process. It is expected that the series of diagrams produced over the duration of this work would develop from general to more specific.

Deliverables: Graphic program relationship diagrams 2D / 3D – (multiple options each week for group validation) – ultimately resulting in the 10<sup>th</sup> week with a consensus recommendation incorporating all of the primary space program components.

MKThink Hours: 88 Duration: approx. 3 weeks: Oct 27 – Nov 17

**Stockton Associates** – Hours to participate included in Task 1 as indicated in **Exhibit A**

**Alesha Kientzler** - Hours to participate included in Task 1 as indicated in **Exhibit A**

**DSK Architects LLP** - Hours to participate as indicated in **Exhibit A**

**Concordia LLC** - Hours to participate as indicated in **Exhibit A**

**III. DURATION OF SERVICES**

August 25, 2010 to November 19, 2010 approximately 11 weeks

**III. BASIS OF COMPENSATION**

Task 1	\$61,050
Task 2	\$29,900

Sub-Consultant Management & Administration	\$3,500
Fee earned, not invoiced to date	\$2,400
Travel (Allowance)	\$4,000
Supplies, Printing, Copying etc. (Allowance)	<u>\$3,000</u>
	\$103,850

MKThink will subcontract the following parties as part of this S.P.I.C.E. Staff Facilitation agreement:

- DSK Architects LLC
- Concordia LLC
- Stockton Associates
- Alesha Kientzler

Respective fees for each of these parties are attached and summarized on the attached Fee Worksheet – see **Exhibit A**

Upon entering into this Amendment, EUSD and it’s assigned representatives acknowledge that remaining 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, not undertaken as of this date by the direction of EUSD and authorized staff are released from MKThink or the Nexus Partners and associated consultants to fulfill, unless the associated funding of any specific remaining tasks is adjusted accordingly. MKThink has been advised that remaining unbilled funds remaining within the original Agreement are to be redirected to compensate in-part the new ammended services described herein as well as the services of sub-consultants that MKThink has sub-contracted on the behalf of the School District to support the facilitated staff workshop series and follow-on activities. The responsibilities and deliverables described in Exhibit A and Exhibit B of the original Agreement are therefore superseded by this Addendum and the amended Exhibit A attached hereto.

**Faithfully Submitted by:**  
MKThink

**Approved by:**  
Emery Unified School District



\_\_\_\_\_  
Steven Kelley AIA  
Founding Principal  
September 29, 2010

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



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/\$150*
Contracted Facilitators	\$175	\$150
Intermediate Project Staff	\$125	\$120
Junior Project Staff	\$85	\$85

This rate will be discounted to \$150 per Exhibit A attached