

Purchase Order # \_\_\_\_\_



**Mt. Diablo Unified School District**  
1936 Carlotta Drive  
Concord, CA 94519

Amendment No. \_\_\_\_\_ to

- Independent Service Contract**
- Master Contract**

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and \_\_\_\_\_ (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on \_\_\_\_\_, 20\_\_\_\_ and the parties agree to amend that Agreement as follows.

**1. Services:** (Check and complete ONE of the options below).

- CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- The scope of work is unchanged.

**2. Terms:** (Check and complete ONE of the options below).

- The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_, 20\_\_\_\_.
- The contract term is unchanged.

**3. Compensation:** (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

- The rate is amended by an increase of decrease of \$\_\_\_\_\_ for \_\_\_\_\_  
*type of service*
- The contract amount is amended by an increase of decrease of \$\_\_\_\_\_ to original contract amount.

The amended contract amount rate is now \$\_\_\_\_\_

**4. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**5. Amendment History:** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
			\$
			\$
			\$

**6. Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

**Mt. Diablo USD**  
By: \_\_\_\_\_  
*Budget Administrator/Principal*

**Mt. Diablo USD**  
By: \_\_\_\_\_  
*Superintendent or Designee*

**Contractor**  
By:   
Date: \_\_\_\_\_

**Board Approval (if needed)**  
Docket Number: \_\_\_\_\_  
*Agenda Item Number*  
Date: \_\_\_\_\_

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

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

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

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

# EXHIBIT A



March 25, 2024

**Robert C. Sidford**

Director of Technology and Innovation  
 Department of Information Technology  
 1936 Carlotta Drive, Concord, California 94519

Project: **Technology Infrastructure Upgrades**  
 At five Sites  
 19six #: 24103

Dear Mr. Sidford:

Thank you for the opportunity to provide you with a fee proposal for the Mt. Diablo Unified School District (MDUSD) for the development of the construction documents for the Technology Infrastructure Upgrades at the District Office, M&O Site, Northgate HS, Loma Vista Adult Ed, and Willow Creek Center. We are pleased to be part of this project.

**PROJECT DESCRIPTION**

The project consists of developing the design for the technology infrastructure upgrades at five sites based on the assessment performed last year. The scope of work is considered maintenance work; therefore, we understand that the projects are exempt from DSA review.

The anticipated costs are per the ROM estimates below.

MT. DIABLO PHASE 2 SITES - ROUGH ORDER OF MAGNITUDE BUDGET FOR TECHNOLOGY INFRASTRUCTURE UPGRADE						
Site	Note	District Office	M&O	Northgate HS	Loma Vista Adult Ed	Willow Creek Ctr.
Data Drop Count	(01)	600	350	1,125	900	200
Data Drop unit \$						
Data Drop Subtotal Budget		\$ 525,000.00	\$ 306,250.00	\$ 984,375.00	\$ 855,000.00	\$ 175,000.00
IDF Count	(02)	6	6	13	8	5
IDF unit budget	(03)					
IDF Subtotal Budget		\$ 36,000.00	\$ 36,000.00	\$ 78,000.00	\$ 48,000.00	\$ 30,000.00
MDF Count						
MDF Unit Budget	(04)					
MDF Subtotal Budget		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Demo Hours Estimate						
Demo Hourly unit \$						
Demo Subtotal Budget	(05)	\$ 21,600.00	\$ 32,400.00	\$ 21,600.00	\$ 21,600.00	\$ 21,600.00
Trench + UG Conduit Qty (per foot)	(06)					
Trench + UG Conduit unit \$ (per foot)						
Trench + UG Conduit Subtotal Budget						
ROM Subtotal, Site		\$ 592,600.00	\$ 434,650.00	\$ 1,093,975.00	\$ 934,600.00	\$ 236,600.00
Site Modifier	(07)	0.00%	10.00%	0.00%	0.00%	0.00%
BUDGET ROM TOTAL, SITE	(08)	\$ 592,600.00	\$ 478,115.00	\$ 1,093,975.00	\$ 934,600.00	\$ 236,600.00
		(09)	(10)	(11)	(12)	(13)

Refer to the next page for Notes (1) to (13).

# EXHIBIT A

## Notes:

- (1) Based on a visual review of existing MDF / IDFs and consideration for modular furniture / wireless access points.
- (2) Anticipated IDFs re-established or newly created.
- (3) Fiber homerun to MDF. Rework existing or create new rack layouts with district-furnished equipment.
- (4) Rework existing MDF, confirm existing power, and rework existing racks with District furnished equipment.
- (5) Remove all existing Cat3 / Cat5 copper cabling and fiber optic cables after the cutover to new IDFs.
- (6) Trench and install new underground conduits to eliminate existing aerial wireless connections.
- (7) Add percentage to ROM subtotal if the site is considered extra difficult.
- (8) Total includes infrastructure/fiber / Cat6A drops. Does not include any passive or active equipment or hardware.
- (9) Cat6A. Bid with C7 contractor. No active equipment; pathway, racks, and cabling only.
- (10) Cat6A. Bid with C7 contractor. No active equipment; pathway, racks, and cabling only. Increase ROM by 10% for CCTV, bus system integrations, etc. Significant demo scope
- (11) Cat6A. Bid with C7 contractor. No active equipment; pathway, racks, and cabling only.
- (12) Cat6A. Bid with C7 contractor. No active equipment; pathway, racks, and cabling only.
- (13) Cat6A. Bid with C7 contractor. No active equipment; pathway, racks, and cabling only. The expectation is that the site will mostly use WiFi.

## TEAM

The services shall include professional Architectural by 19ix and Technology services provided by KMM.

We will engage the services of KMM Inc. We do not anticipate that this scope of work requires electrical or structural engineering. Should there be a need, we will engage the professionals needed for the work and present a fee adjustment.

## SCHEDULE

We will be ready to start this work in April 2024. The phases will be staggered among sites per the draft schedule attached.

Schematic Design	May, July, September 2024
Design Development	June, July, August 2024
Construction Documents	June, August, September 2024
Construction Administration	September 2024-April 2025

## SCOPE OF BASIC SERVICES AND FEES

A breakdown of the Architectural fee per site is as follows:

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A. District Office	
1. Schematic Design	\$ 21,500
2. Design Development	\$ 14,800
3. Construction Documents	\$ 32,850
4. Bidding	\$ 4,650
5. Construction Administration	<u>\$ 27,600</u>
Fee	\$ 101,400
B. Maintenance & Operations	
1. Schematic Design	\$ 19,550
2. Design Development	\$ 13,500
3. Construction Documents	\$ 28,100
4. Bidding	\$ 3,700
5. Construction Administration	<u>\$ 22,700</u>
Fee	\$ 87,550
C. Northgate HS	
1. Schematic Design	\$ 32,450
2. Design Development	\$ 23,650
3. Construction Documents	\$ 52,850
4. Bidding	\$ 6,050
5. Construction Administration	<u>\$ 42,300</u>
Fee	\$ 157,300
D. Loma Vista Adult Ed	
1. Schematic Design	\$ 29,200
2. Design Development	\$ 21,400
3. Construction Documents	\$ 46,300
4. Bidding	\$ 5,950
5. Construction Administration	<u>\$ 37,600</u>
Fee	\$ 140,450
E. Willow Creek Center	
1. Schematic Design	\$ 10,650
2. Design Development	\$ 8,400
3. Construction Documents	\$ 16,950
4. Bidding	\$ 3,750
5. Construction Administration	<u>\$ 15,950</u>
Fee	\$ 55,700

**Total Fixed Fee** **\$ 542,400**

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## REIMBURSABLE EXPENSES

There are no reimbursable expenses anticipated for this project. If any reimbursable expenses arise, 19six shall notify the Owner and get authorization before incurring the said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

## EXCLUSIONS

The following are not included in our services described above:

- Topographic Surveys, Soils testing, Hazardous Materials Assessment, etc.
- Building Assessments or surveying (measurements). District to provide As Built drawings.
- Testing Labs and inspections
- Electrical design
- Low Voltage Design fire alarm and the security/card access/camera systems.
- Structural analysis or structural and seismic design of equipment anchorage and support systems.
- Preparation of maintenance or operating manuals.
- Employment of special sub-consultants.
- System commissioning.

## MISCELLANEOUS PROVISIONS

**DAMAGE LIMITATION** - As a material inducement to 19six Architects to enter into this Agreement, the Owner agrees that the total liability of 19six Architects (whether for compensatory or consequential damages, attorneys' fees, costs, or any other type of damages or liability whatsoever) arising out of or relating to any alleged negligence, design defects, or breach of this agreement by 19six Architects, shall be limited to the fee earned.

**INDEMNITY** - Each party agrees to indemnify, defend and hold its agents, employees, officers, directors, and consultants harmless from and against any and all claims, suits, actions, damages, fees, (including attorneys' fees), and liabilities whatsoever which arise out of or relate to the project except to the extent resulting from the negligence or willful misconduct of the other party.

Either of us may terminate this agreement for any reason by seven days' written notice. We agree to stop work immediately upon receiving your notice, except for a reasonable time during the seven-day notice period to put the documents in order and to close down the project; you agree to pay us for such work.

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

Services will be managed by Mariana Alvarez-Parga – license number C36107, with the collaboration of Alan Kroeker, Architect - license number C-22474, as needed.

If this proposal meets your approval, please sign below and return a copy for our records.

# EXHIBIT A

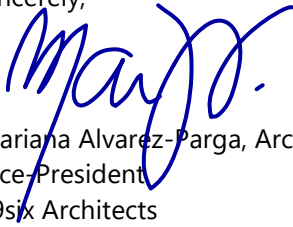
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Thank you for this opportunity to be of service. We look forward to helping out on this much-needed project.

Sincerely,



Mariana Alvarez-Parga, Architect  
Vice-President  
19six Architects

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date