



Mt. Diablo Unified School District

Contract Amendment Number TWO

Date: December 10, 2012

Project: SMART Chemistry Laboratory Classroom(s) at Ygnacio Valley High School

Scope of Amendment: Site Adapt of Meehleis Modular Chemistry Laboratory Classroom Building Lease/Lease-back contracting

Scope of Services: The services included in the **Base Architectural Agreement** between Mount Diablo Unified School District and PHd Architects, dated June 24, 2011, hereby incorporated by reference and included in this agreement.

Schedule for Services:

Amendment generally understood to include:

1. Comprehensive Design Services required to complete necessary site adaptive work to facilitate lease/lease-back contracting method of the Chemistry Lab Building utilized at Clayton Valley Charter High School adapted to Ygnacio Valley High School, with minor changes to the building itself.
2. In accordance with revised Exhibit "F" - Project Scope and Construction Budget (2010 - Measure C)

Compensation: The Architect will be compensated per site, on a not to exceed basis. For the purposes of this amendment, not to exceed value remains \$68,000.00

Original Contract	\$136,000.00
Previous Amendments	\$0.00
This Amendment	\$68,000.00
Total Contract Amount	\$204,000.00

UNLESS OTHERWISE NOTED - ALL OTHER TERMS AND CONDITIONS of AGREEMENT FOR ENGINEERING SERVICES, Dated June 24, 2011 REMAIN UNCHANGED

11/28/2012

Accepted for PHd Architects

Date

Nicolò Caldera, Partner in Charge
PHD ARCHITECTS

Approved by Mount Diablo Unified School District

Date

Attachment:

1. **CHANGE ARTICLE 4 to read: \$1,601,229.00**
2. **ADD the following to “EXHIBIT “C”, paragraph B:**

In accordance with District phasing schedule and programming milestones, PHd shall submit a program schedule based on the following:

<i>Phase I</i>	<i>Start</i>	<i>Finish</i>
Programming/Site Review/SD/DD	12/12/12	1/11/13
Design / Construction Docs	1/18/13	2/17/13
DSA Review/Approval	2/21/13	5/21/13
Negotiation and Award	5/7/13	5/28/13
Construction	5/28/13	8/30/13
Closeout	8/31/13	2/15/14

3. **ADD the following to “EXHIBIT “D”, paragraph A, Item 1:**

Schedule of Project Values

Base Services	YVHS	
SMART Building Schematic Drawings	\$9,000.00	
Lease/Lease-Back Services		
Architectural	\$7000.00	
Civil	\$4000.00	
Mechanical	\$5000.00	
Electrical	\$5000.00	
Fire Protection/Sprinkler	\$3000.00	
Lease/Lease-back Design Subtotal	\$33,000.00	
Lease/Lease-Back Site Services	\$3,300.00	
Close-Out	\$1,650.00	
Subtotal	\$4,950	
Total	\$37,950	
Allowances		
Printing	\$500.00	
Landscaping	\$3000.00	
Fire Hydrant Engineering	\$5000.00	
Water Calculations	\$325.00	
Saylor Cost Estimate	\$3500.00	
Miscellaneous Reimbursable	\$17,725.00	
Subtotal		
Total	\$68,000	

4. **CHANGE “EXHIBIT “D”, paragraph A, Item 2 to read:**

The amount of compensation shall be based upon the following percentage for each phase contemplated under this Agreement.

Description	
a.	Schematic Design & Programming
	Per paragraph A.1 (previously completed)
b.	L/LB Design Development Phase
	Per paragraph A.1 25%-Design Subtotal

d. L/LB Construction Documents Phase	Per paragraph A.1 55%-Design Subtotal
e. L/LB Negotiation Phase	Per paragraph A.1 10%-Design Subtotal
f. L/LB Construction Administration Phase	Per paragraph A.1 10%-Design Subtotal
g. Architectural Site Services	Per paragraph A.1
h. Project Closeout	Per paragraph A.1

5. CHANGE “EXHIBIT “D” paragraph B, Item 4 to read:

Upon receipt and approval of **ARCHITECT’S** invoices, the **DISTRICT** agrees to make payments within thirty (30) days of receipt of the invoice as follows:

- a. Schematic Design & Programming:
Monthly payments for the percentage of work complete up to ninety five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Project Initiation Phase by the **DISTRICT**.
- b. For Lease/Lease-back Design Development Phase:
Monthly payments for the percentage of work complete up to ninety five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Document Phase by the **DISTRICT**.
- c. For Lease/Lease-back Construction Documents Phase:
Monthly payments for percentage of work complete up to ninety five percent (95%) of the fee for the DSA submittal; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the **DISTRICT**. The final five percent 5% shall be paid upon notification to proceed with solicitation of bids or negotiation, or within six months after approval of the Construction Documents Phase if the project is abandoned.
- d. For Lease/Lease-back Negotiation Phase:
Monthly payments for the percentage of work complete up to ninety five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and Award Phase by the **DISTRICT**.
- e. For Construction Administration Phase:
Monthly payments for the percentage of work completed based upon percent of completion of construction.
- f. For Lease/Lease-back Architectural Site Services Phase:
Monthly payments for the percentage of work completed based upon percent of completion of construction.
- g. For Close-Out Phase:
DSA Projects – one hundred percent (100%) payment based upon final project certification by Department of the State Architect.

6. CHANGE “EXHIBIT “F” as follows:

Per phone conversation, June 12, 2011 (District / Phd), scope of work understood to include ALL work necessary to complete site adaptive work to support District Lease/Lease-back contract with Meehleis Modular Building, Inc. (modular construction science classrooms at Ygnacio Valley High School), DSA approved structures as generally follows:

- **Provide site adaptive architectural services to support One (1) approximately 3312 – square foot chemistry laboratory (double classroom with preparatory space between), including student work stations and standing seam roofing system at Ygnacio Valley High School.**
- **Modular building design is expected to include structural design and calculations as necessary to provide photo-voltaic (PV) system(s).**
- **Review and deferred approval submission to meet requirements by DSA to review/approve contractor designed PV system/installation.**
- **Architect shall act as District representative during construction in accordance with Lease/Lease-back contract with Meehleis Modular Building, Inc. Scope is anticipated to include all C/A services to ensure adherence with District specifications and ensure quality of final product. Proposal is inclusive, but not limited to any modification necessitated by field verification and/or programming with site(s).**
- **Architect shall complete final project certification in accordance with state regulatory requirements.**
- **Payment schedule per Exhibit D**
- **Construction budget estimated at 1.6 million, inclusive (See Article 4).**