

SERVICE AMENDMENT # 1

Client Name: Davis Joint Unified School District
Project Name: Da Vinci High School Technology Hub Addition
Job Number: 019150
Date: September 2, 2020

Contractual Requirements:

Agreement between Davis Joint Unified School District and Lionakis, dated October 3, 2019 fully incorporated herein by reference.

(insert quote from contract for specific Article, i.e., Additional Services, Reimbursables, etc, if applicable)

Change Required and Reason:

This Amendment is a reconciliation of the Professional Design fee based on a budget validation of the projects construction cost as noted in Lionakis' Fee Proposal dated 9/16/19, attached. The initial Design fee was based on a \$9.0 mil construction cost, which the District has revised to \$12,949,331. The additional fee is based on the \$3,949,331 increase to the construction cost budget and is calculated at 8% of the construction cost increase in accordance with the method used in Lionakis' Fee Proposal.

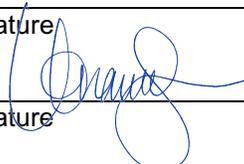
Impact to Fee:

Lionakis shall be compensated on a Fixed Fee basis in the amount of Three Hundred Fifteen Thousand Nine Hundred Forty-Six 00/100 Dollars (\$315,946.00).

Original Contract Amount:	\$774,900.00
Current Contract Amount (including previous Amendments):	\$774,900.00
This Amendment:	\$315,946.00
New Contract Amount (including this Amendment):	\$1,090,846.00

Impact to Schedule: None
Impact to Others: None
Change Requested by: Bill Weinberg, AIA

Authorization to Proceed with Change:

Owner/Client Name and Title (Print) Laura Knauss, Principal	Signature 	Date 09.02.20
Lionakis	Signature	Date

9/16/2109

Mr. David Burke
Davis Joint Unified School District
1919 5th Street
Davis, CA 95616

Re: Da Vinci High School: Renovation and New Construction

Dear Dave:

Thank you for giving Lionakis the opportunity to provide you with the following proposal for the Da Vinci High School Renovation project located at 1400 E 8th Street, Davis, CA. We have referenced the District's Exhibit A: Scope of Services and Standard Form of Agreement in development of our proposal and assume that they are amended/clarified by this proposal, where applicable.

DESCRIPTION OF PROJECT

Per our meeting with the District and staff on 8/19/19 and review of the Campus Master Plan, it is our understanding the scope of the project will include the following:

- Addition of a Gym/Multi-Purpose building with Locker rooms and Toilet rooms (no food service required)
- Addition of one (1) Science classroom.
- Renovation of existing Childcare toilet room for 9th grade.
- Remove two (2) existing relocatable buildings currently used as locker rooms.
- The proposed project construction budget is currently \$9.0 mil.

We propose a Scope of Services and Deliverables as follows:

SERVICES

Scoping, Site Assessment & Schematic Design

- Meeting with District and Staff to review program and proposed scope of work (1 meeting).
- Attend one (1) site walk to conduct non-destructive field investigations for verification and documentation of existing space.
- Review existing site infrastructure and path of travel.
- Review existing electrical and fire alarm systems.
- Develop up to two (2) preliminary site layout options.
- Attend (1) meeting to review options with the District
- Prepare Written Narratives by Civil, Mechanical and Electrical engineering consultants.
- Prepare Opinion of Probable Cost of preferred option.
- Attend one (1) meeting with District to present review cost information of preferred option and determine final scope and budget.

Design Development (DD)

- Schedule a pre-application meeting with DSA to review the project scope and receive answers to any questions or issues prior to DSA Plan Check submission.
- Core Group Meetings with DUSD; progress updates (assume 2).
- Address District SD Comments.
- Complete DD Site and Building Code Analysis.
- Complete DD Documentation for the Site and New Building.
- Complete Outline Specifications / Product Cut-sheets.

- Prepare Draft Exterior / Interior Building Material Samples.
- Prepare DD Opinion of Probable Cost.
- Set-up DD QA / QC Session for DUSD, L-LB Contractor and A/E Review.

Construction Documents (CD)

- Attend (1) Core Group coordination meeting at 50% CD's
- Complete CD Documentation, including drawings and specifications for DSA submittal.
- Complete Site Code Analysis for DSA submittal – path of travel and accessible toilet rooms.
- Set-up CD QA / QC Session for DUSD, L-LB Contractor and A/E Review.
- Submit to the Division of the State Architect (DSA) for plancheck.
- Prepare Opinion of Probable Cost.
- Provide a complete set of Drawings and Specifications suitable for bidding by the L-LB Contractor.

DSA Submittal / Back check / Approval

- Compile required DSA Submittal Documents and Forms
- Address DUSD CD Comments
- Review and Distribute DSA Comments to A/E Team
- Respond to DSA plancheck comments,
- Address QA/QC and DSA Comments
- DSA Backcheck – Approval

Bidding and Award

- Attend Pre-Bid Conference (1 meeting)
- Evaluate Product Substitution Submissions
- Respond to Potential Bidders Questions
- Prepare and Issue Addenda as required
- Submit / Respond to DSA Review Comments on Addenda for Approval

Construction Administration

- Attend (1) Pre-Construction Meeting
- Attend Bi-Weekly Construction Meetings (assume 52 weeks / 26 meetings)
- Provide General Project Administration / Coordination / Documentation
- Review / Approval GC's Construction Schedule
- Respond to GC's Questions / RFIs
- Review / Approve Submittals, Shop Drawings and Samples
- Review / Approve GC's Monthly Applications for Payment
- Review / Approve GC's Proposed Change Orders (PCOs)
- Prepare CCDs for DSA Review / Approval
- Prepare ASIs / PRs for Additional / Modified Scope of Work from Contract Documents
- Prepare and Issue Meeting Minutes
- Prepare meeting minutes for Construction Meetings
- Attend Final Punch List Site Walk / prepare & submit final punchlist
- Review O&Ms, Warranties and Final Closeout Documentation
- Prepare Final Verified Report and DSA Box Documentation for Certification

CLARIFICATIONS

Lionakis' services shall be limited to those expressly set forth above. If scope of work or deliverables is not specifically listed above they are not considered part of this agreement. Lionakis shall have no other obligations, responsibility or deliverables for the project except as agreed to in writing or as provided in the Owner-Architect Agreement.

1. We will utilize the following consultants for this project:

a) Architecture	Lionakis
b) Structural Engineering	Lionakis
c) Interior Design	Lionakis
d) Landscape Architecture	Roach Campbell
e) Civil Engineering	Warren Consulting Engineers
f) Electrical/Low Voltage	Harry Yee & Associates
g) Mechanical/Plumbing	LP Consulting Engineers
h) Fire Sprinkler	LP Consulting Engineers
i) Door Hardware	Opening Consultants
j) Cost Estimator	Sierra West

- Lionakis cannot design for or make recommendations dealing with hazardous materials.
- The District will provide the topographic survey including utility locations, geotechnical report, geo-hazards report, hazardous materials survey, as-built drawings in CADD format (if available), and district standards and requirements. Development of district standards and / or specifications are not included in this fee proposal.
- The District will be responsible for CEQA requirements on this project. Lionakis will coordinate the design with the requirements of the EIR or Mitigated Negative Declaration.
- Mechanical engineering services do not include life cycle analysis, owning and operating cost studies, energy effectiveness studies and preparation of maintenance or operating manuals. These services can be provided as an additional service.
- This proposal includes Opinion of Probable Costs at the following milestones in accordance with the Agreement for Architectural Services: Schematic Design Phase, Design Development Phase, and the Construction Documents Phase (DSA Submittal).
- Traffic Engineering is not anticipated to be required for the project and has not been included in this fee proposal.
- This proposal does not cover Off-Site Improvement work including plans, specifications, meetings, permits, etc. that may be required by the local governing jurisdiction. This service can be provided as an additional service once the entire scope of work has been defined.
- On site meetings during Schematic Design, Design Development assumed to be on a semi-monthly basis and meetings during Construction Documents phase are assumed to be on a monthly basis. Any meetings with community organizations for engagement or endorsement of the project and /or Governing Board meetings to present the design of the facility can be included in these meetings accordingly.
- This proposal does not include furniture design layout, proposed product line, selected finishes/ colors, and quantity of necessary furniture to equip the new buildings. This information can be provided as a complete furniture package as an additional service.
- The District shall provide the front-end of the specification, including Division One and General Conditions to Lionakis for review, comment and coordination prior to the completion of the Design Development phase. The District shall make all final edits and produce and transmit these sections to the Architect for inclusion in the overall set.
- As is customary, all utility connection fees, DSA plan check, planning department, public works or testing fees shall be paid by the Owner.
- Our fee proposal will include services related to the QSD (Qualified SWPPP Developer). We will prepare the SWPPP binder and assist the District with establishing an LRP (legally responsible person) and uploading the necessary documentation to the State's SMARTS website, in an effort to secure a WDID # (project must have

a WDID from the state in order to break ground). The project will also need a QSP (Qualified SWPPP Practitioner) who will implement the requirements of the SWPPP document, including preparation and filing of the annual report. Our scope of services does not provide QSP services as this is typically handled by the General Contractor, who either hires a QSP or has a registered QSP on staff.

14. Our fee proposal will include an overview of current District Standards with recommendations as part of the Schematic Design deliverable. A meeting will be held with the entire design / engineering team along with the appropriate EGUSD personnel from maintenance and operations, technology, etc. to finalize District Standards prior to beginning the Design Development phase.
15. DELIVERABLES (Inclusive of all Consultants): Per District's standard *Agreement for Architectural Services*.
16. Lionakis will perform these services with reasonable diligence and expediency consistent with sound professional practice. However there are many factors that are outside our control that may impact the outcome of the schedule such as review and approval processes from the District and/or applicable governing agencies. We cannot be held responsible for delays caused by groups or agencies outside of our control.
17. **Budget Validation: At the completion of the Schematic Design phase an Opinion of Probable Cost will be completed at which time a validation of the project budget and a review and reconciliation of the design fee for the new project cost will be completed.**

EXCLUDED SERVICES

- Off-Site Improvement Plans
- Life Cycle Cost Analysis
- Building Commissioning
- Energy Modeling beyond T24 requirements

COMPENSATION

1. We propose to provide these services and deliverables based on the information and scope of work described above for a fixed fee of Seven Hundred Seventy-Four Thousand, Nine Hundred Dollars (**\$774,900**). If this fee should meet with your approval we will forward you our standard agreement. **The fee for services beyond Project Scoping and Site Assessment is calculated based on 8% of the proposed construction cost of \$9M.** Adjustments to the budget at the completion of schematic design will result in fee adjustments at that rate.

<u>Project Scoping and Site Assessment:</u>	\$ 40,500
Schematic Design (15%)	\$108,000
Design Development (15%)	\$108,000
Construction Documents (30%)	\$216,000
DSA Back check / Approval (7%)	\$ 50,400
Bidding (3%)	\$ 21,600
Construction Administration (28%)	\$216,000
Certification / Closeout (2%)	\$ 14,400
Total Contract Amount:	\$774,900

Mr. David Burke
Da Vinci HS Renovation
8/29/19
Page 5 of 5

2. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$5,000.00.

We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me or Bill Weinberg if you require any more information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Laura Knauss', with a long horizontal flourish extending to the right.

Laura Knauss, AIA, LEED AP, ALEP
Principal