

**FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL SERVICES
BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
HY ARCHITECTS, INC.**

THIS FIRST AMENDMENT to Agreement for Architectural Services (“First Amendment”) is made this Twentieth day of July, 2017, by and between **West Contra Costa Unified School District**, a California public school district (“District”), and **HY Architects, Inc.** (“Architect”). District and Architect may be individually referred to herein as “Party” or collectively referred to herein as “Parties.”

RECITALS

WHEREAS, District and Architect entered into an Agreement for Architectural Services for Wilson Elementary School Temporary Campus (“Project”), dated as of May 11, 2017 (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement’s terms to modify or incorporate certain provisions pursuant to and as set forth in this First Amendment; and

WHEREAS, the Parties now mutually intend to amend the terms of the Agreement to effectuate the intentions of the Parties set forth herein this First Amendment;

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, District and Architect agree as follows:

1. Amended District’s Right to Audit. Section 25, Audit, of the Agreement is hereby amended as follows:

25. District’s Right to Audit. District retains the right to review and audit, and the reasonable right of access to Contractor’s and any subcontractor’s premises to review and audit, the Contractor’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Contractor’s premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District’s Audit Right shall also include the right to interview current or former employees and subcontractors of Contractor with respect to matters or issues under audit. ~~The District shall keep this information confidential, as allowed by applicable law. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.~~

Except as so indicated herein above, all other provisions of Section 25 shall remain the same.

2. Amended Compensation. The Compensation terms of the Agreement are hereby modified as follows: To allow for the additional fees required to implement the revisions described in this First Amendment, the present allowable compensation, a maximum amount not-to-exceed Ninety Two Thousand Seven Hundred Fifty Dollars (\$92,750), is hereby increased by Ninety Two Thousand Six Hundred Thirty Four Dollars (\$92,634), for a total maximum amount not-to-exceed One Hundred Eighty Five Thousand Three Hundred Eighty Four Dollars (\$185,384).

3. Amended Scope of Services. The Scope of Services of the Agreement is hereby modified as follows:
1. Architectural Design Services will include the following:
 - A. HY will develop construction documents to modify the (E) science portable into a pre-school portable with the following changes: elimination of the science lab tables, the addition of two restrooms and providing a ramp into the pre-school play yard.
 - B. Investigate the existing plywood sub-floor where damaged and include repair/replacement in our documents.
 - C. 4 foot high chain link fencing for an 1,800 SF play yard.
 - D. Include a mat in the yard for a play structure.
 - E. Include a shade structure.
 - F. Incorporate WCCUSD Pre-school requirements into the redesign (Version 2 with a 3/09/2012 date).
 2. Design
 - A. Attend two meetings with the District as necessary for coordination / review purposes.
 - B. Provide specifications
 - C. Submit to DSA for review and approval.
 3. Bidding and Construction Administration
 - A. We will provide bidding and construction administration support by answering RFI's and attending a maximum of 8 construction meetings. A single punch list and final walk are also anticipated.
 - B. We will prepare and submit the required DSA close-out documentation.
 4. Mechanical / Plumbing Services will consist of the following:
 - A. Visit the project site to review existing conditions.
 - B. Perform load calculations to determine the HVAC equipment's capacity for the portable classroom
 - C. Utilize the existing heat pump unit and design new ductwork to match the new layout of the classroom
 - D. Design a ceiling mounted exhaust fan with ductwork for the restrooms.
 - E. Design the domestic water, waste, and vent piping distribution for each of the plumbing fixtures. Vents shall terminate to a roof vent and waste and water pipes shall terminate to 5 feet outside of the building.
 - F. Design an electric under the sink water heater for each of the lavatories.
 - G. Prepare mechanical and plumbing drawings necessary for DSA approval, bid and construction.
 5. Electrical Engineering Services:
 - A. Include power, fire alarm, data, and phone systems as needed in the modernized space.
 - 1) Site visit to survey existing electrical and low voltage systems in existing Science classroom portable.
 - 2) Provide demolition and new plans for remodel of Science Classroom to kindergarten to include new toilet rooms. Plans to include power, lighting, data, clock/paging, intrusion and fire alarm systems.
 - 3) Revise electrical and low voltage riser diagrams.
 - 4) Provide panel schedule as required.
 - 5) Revise fire alarm plans, riser diagram, calculations, cut sheets and CSFM listing sheets to show remodeled classroom connected to existing Faraday FA system.

1. Architectural Services will include the following:
 - A. HY will assist WCCUSD in acquiring flow and pressure readings by EBMUD for the campus site, which will be necessary for local DSA FLS approval and for design purposes.
 - B. Handle sign-off by the El Cerrito Fire Marshal.
 - C. Develop RCP's of building clusters for use by the fire sprinkler team.
 2. Fire Sprinkler Design services will include the following:
 - A. Design a complete fire sprinkler system throughout the campus tied into the existing fire loop.
 3. Civil Engineering services will include the following:
 - A. Provide utility drawings connecting the existing fire loop to building risers.
 4. Electrical Engineering Design services will include the following:
 - A. Provide fire alarm tie-in from fire risers to FACP.
4. Miscellaneous. This First Amendment may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. Except as expressly modified by this First Amendment, all other terms and provisions of the Agreement are and remain in full force and effect. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Dated: _____, 20__

West Contra Costa Unified School District

HY Architects, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR
STORM WATER COMPLIANCE SUPPORT SERVICES
BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
STORMWATER SPECIALISTS, INC.**

THIS FIRST AMENDMENT to Independent Contractor Agreement (“First Amendment”) is made this Twentieth day of July, 2017, by and between **West Contra Costa Unified School District**, a California public school district (“District”), and **Stormwater Specialists, Inc.** (“Consultant”). District and Consultant may be individually referred to herein as “Party” or collectively referred to herein as “Parties.”

RECITALS

WHEREAS, District and Consultant entered into an Independent Consultant Agreement for Stormwater Compliance Services for various projects (“Project”), dated as of July 10, 2015 (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement’s terms to modify or incorporate certain provisions pursuant to and as set forth in this First Amendment; and

WHEREAS, the Parties now mutually intend to amend the terms of the Agreement to effectuate the intentions of the Parties set forth herein this First Amendment;

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, District and Consultant agree as follows:

1. Amended Term. Section 2, Term, is hereby deleted in its entirety and replaced with the following:
 2. **Term**. Consultant shall commence providing services under this Agreement on July 10, 2015, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on August 31, 2017. This Agreement may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law.

2. Amended Compensation. Section 4, Compensation, is hereby deleted in its entirety and replaced with the following:
 4. **Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit “B,”** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Two Hundred Twelve Thousand One Hundred Eighty Dollars (\$212,180)**.
 - 4.1 District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2 Consultant must provide, to the District’s satisfaction, appropriate substantiation for all Services or Work performed on an hourly basis. Consultant shall properly

support payment of all hourly services, as further described herein, for each invoice or application for payment submitted by Consultant for its Services and Work. Failure to satisfy this requirement will result in Consultant's invoice or application for payment being rejected until District approves Consultant's full compliance herewith.

- 4.3 To substantiate Consultant's hourly performance of the Services or Work, Consultant at a minimum must set forth (i) the date, (ii) location of the Services or Work, (iii) amount of time spent on each task performed that day, (iv) a sufficiently-detailed description of the Services or Work for the task, and (v) the day's total number of hours. Merely stating the date and total number of hours worked shall be deemed insufficient.

3. Amended District's Right to Audit. Section 22, Audit, of the Agreement is hereby deleted in its entirety and replaced with the following:

22. District's Right to Audit. District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

22.1 Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

22.2 Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

22.3 Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.

22.4 Consultant shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.

- 22.5 In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.
- 22.6 Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

4. Subcontractors. The following provision is hereby added to the Agreement as section 33:

33. Subcontractors. Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors, shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for the Work or Services, Consultant shall pay all subcontractor invoices within thirty (30) days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement.

5. Miscellaneous. This First Amendment may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. Except as expressly modified by this First Amendment, all other terms and provisions of the Agreement are and remain in full force and effect. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Dated: _____, 20__

West Contra Costa Unified School District

Stormwater Specialists, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

**FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL SERVICES
BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
HMR ARCHITECTS, INC**

THIS FIRST AMENDMENT to Agreement for Architectural Services (“First Amendment”) is made this Twentieth day of July, 2017, by and between **West Contra Costa Unified School District**, a California public school district (“District”), and **HMR Architects, Inc.** (“Architect”). District and Architect may be individually referred to herein as “Party” or collectively referred to herein as “Parties.”

RECITALS

WHEREAS, District and Architect entered into an Agreement for Architectural Services for Richmond High School Theatre Lighting (“Project”), dated as of February 6, 2017 (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement’s terms to modify or incorporate certain provisions pursuant to and as set forth in this First Amendment; and

WHEREAS, the Parties now mutually intend to amend the terms of the Agreement to effectuate the intentions of the Parties set forth herein this First Amendment;

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, District and Architect agree as follows:

1. Amended District’s Right to Audit. Section 25, Audit, of the Agreement is hereby amended as follows:

25. District’s Right to Audit. District retains the right to review and audit, and the reasonable right of access to Contractor’s and any subcontractor’s premises to review and audit, the Contractor’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Contractor’s premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District’s Audit Right shall also include the right to interview current or former employees and subcontractors of Contractor with respect to matters or issues under audit. ~~The District shall keep this information confidential, as allowed by applicable law. The information obtained pursuant to this section shall be~~ disclosable to third parties as required by applicable law.

Except as so indicated herein above, all other provisions of Section 25 shall remain the same.

2. Amended Compensation. The Compensation terms of the Agreement are hereby modified as follows: To allow for the additional fees required to implement the revisions described in this First Amendment, the present allowable compensation, a maximum amount not-to-exceed Nineteen Thousand Two Hundred Dollars (\$19,200), is hereby increased by Forty Nine Thousand Nine Hundred Dollars (\$49,900), for a total maximum amount not-to-exceed Sixty Nine Thousand One Hundred Dollars (\$69,100).

3. Amended Scope of Services. The Scope of Services of the Agreement is hereby modified as follows:

Schuler Shock scope of work will include the following:

Construction Documents

- Prepare drawings and specifications, as follows. This information will be prepared as advisory and requires the review and approval of HMR Architects. Review by HMR Architects and the project electrical engineers will be required prior to inclusion of this information in the project contract drawings.
- Prepare informational layout drawings for the stage lighting system and house lighting control system for the theatre, not including emergency, exit, and alarm systems. The project electrical engineer will include the theatrical lighting system in the electrical contract drawings.
- Prepare riser diagrams and dimmer schedules for the lighting systems, control network, and production infrastructure. We will prepare details as required to illustrate device and fixture mounting conditions. These diagrams and details will be included in the electrical contract drawings.

- Prepare complete specifications for stage and house lighting control and distribution systems.
- Prepare complete specifications for stage lighting luminaires and other portable stage lighting equipment.

Bidding/Construction Administration

- Assist in the identification and prequalification of specialty contractors for consideration in final selection by others.
- Assist in the preparation of Addenda.
- Assist in the review of bids and suggested substitutions by bidders – theater lighting consultant.
- Maximum of one (1) local meeting during this phase.
- Attend an initial construction team meeting to discuss theatrical requirements. Provide consultation as required during construction to resolve job site questions and coordination issues.
- Provide review and recommendations on related shop drawings and submittals. Review and respond to contractor Requests for Information within our scope
- Conduct job site visits to observe work in progress, and assist in the coordination of related trades at the job site.
- Observe completed installations and submit punch list items. Observe system commissioning for related systems.
- Work closely with the Owner and Architect to assist in publicizing the completed project, helping identify special theatrical features of the building to result in a positive and supportive public image.
- Maximum of three (3) site visits during this phase.

4. Miscellaneous. This First Amendment may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. Except as expressly modified by this First Amendment, all other terms and provisions of the Agreement are and remain in full force and effect. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Dated: _____, 20__

West Contra Costa Unified School District

HMR Architects, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR
GEOLOGIC AND SEISMIC ASSESSMENT SERVICES
BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
KLEINFELDER**

THIS FIRST AMENDMENT to Independent Contractor Agreement (“First Amendment”) is made this Twentieth day of July, 2017, by and between **West Contra Costa Unified School District**, a California public school district (“District”), and **Kleinfelder** (“Contractor”). District and Contractor may be individually referred to herein as “Party” or collectively referred to herein as “Parties.”

RECITALS

WHEREAS, District and Contractor entered into an Independent Contractor Agreement for Geologic and Seismic Assessment Services for Madera ES Kindergarten Portable (“Project”), dated as of April 28, 2017 (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement’s terms to modify or incorporate certain provisions pursuant to and as set forth in this First Amendment; and

WHEREAS, the Parties now mutually intend to amend the terms of the Agreement to effectuate the intentions of the Parties set forth herein this First Amendment;

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, District and Contractor agree as follows:

1. Amended District’s Right to Audit. Section 23, Audit, of the Agreement is hereby amended as follows:

23. District’s Right to Audit. District retains the right to review and audit, and the reasonable right of access to Contractor’s and any subcontractor’s premises to review and audit, the Contractor’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Contractor’s premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District’s Audit Right shall also include the right to interview current or former employees and subcontractors of Contractor with respect to matters or issues under audit. ~~The District shall keep this information confidential, as allowed by applicable law. The information obtained pursuant to this section shall be~~ disclosable to third parties as required by applicable law.

Except as so indicated herein above, all other provisions of Section 23 shall remain the same.

2. Amended Compensation. The Compensation terms of the Agreement are hereby modified as follows: To allow for the additional fees required to implement the revisions described in this First Amendment, the present allowable compensation, a maximum amount not-to-exceed Forty Six Thousand Two Hundred (\$46,200), is hereby increased by Twenty Two Thousand Five Hundred Dollars (\$22,500), for a total maximum amount not-to-exceed Sixty Eight Thousand Seven Hundred Dollars (\$68,700).

- 3. Amended Scope of Services. The Scope of Services of the Agreement is hereby modified as follows: Additional geologic site investigation including a ground motion analysis, site-specific assessment and reporting as required by CGS.

- 4. Miscellaneous. This First Amendment may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. Except as expressly modified by this First Amendment, all other terms and provisions of the Agreement are and remain in full force and effect. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

West Contra Costa Unified School District

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20__

Kleinfelder

By: _____

Print Name: _____

Print Title: _____