

**PROJECT ADDENDUM NO. 211513  
TO  
AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS**

This Project Addendum No. 211513 to Agreement for Architectural Services for Measure I Bond Projects ("Addendum") is made as of April 28, 2015, and forms a part of the Agreement for Architectural Services between **Alameda Unified School District**, a California public school district ("District") and **Quattrocchi Kwok Architects, Inc.** ("Architect") (collectively "Parties") dated on or about April 10, 2015 ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

**Donald Lum Elementary School Modernization**

The scope of work may include, but is not limited to the following, plus the following assumptions:

- Technology and Communications Systems Improvements - Implementation of soon-to-be developed District Standards for Technology and Communications systems. The development of the District Standards for technology and communications systems is not included in this proposal.
- Site Safety and Security Improvements - Implementation of soon-to-be developed District Standards for Site Safety and Security. The development of the District Standards for site safety and security is not included in this proposal.
- Critical mechanical and electrical improvements
- Accessibility Improvements

In addition to preparation of construction documents, QKA will also obtain DSA approval and assist the District with Bidding, Construction Administration, and Project Closeout.

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement shall remain in full force and effect.

**Article 3. Architect Staff**

3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal in Charge:	Mark Quattrocchi
Project Associate	John Dybczak
Project Architect:	Nick Stephenson

3.3. The Architect agrees to contract for or employ at Architect's expense, the following consultant(s) to be associated with the Project in the following capacities:

Civil Engineer::	Brelje & Race
Structural Engineer:	ZFA
Mechanical Engineer:	Costa Engineers

Electrical Engineer: O'Mahony & Myer

- 3.4. The Architect shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 6. Fee And Method Of Payment**

- 6.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

- 6.1.2 **Pre-Design / Architectural Program Development Phase through Project Close-Out Phases:**  
An amount not to exceed the figure derived from the Construction Cost Budget, including all subconsultants' fee(s), based on the following fee schedule:

\_\_\_\_\_ Project

#### **Architect Fee – OPSC funding – NEW CONSTRUCTION**

<b>Total Cumulative</b>	<b>Estimated Construction Cost Budget (Hard Costs)</b>		<b>% of Hard Costs</b>	<b>Estimated Total</b>
	1st 500k	\$0.00	9.00%	
	2nd 500k	\$0.00	8.50%	
	next \$1m	\$0.00	8.00%	
	next \$4m	\$0.00	7.00%	
	next \$4m	\$0.00	6.00%	
	in excess of \$10m	\$0.00	5.00%	
<b>Total Estimated Fee:</b>				
<b>Estimated Construction Cost Budget:</b>				

**Donald Lum Elementary School  
Modernization Project**

**Architect Fee – OPSC funding – MODERNIZATIONS**

Total Cumulative	Estimated Construction Cost Budget (Hard Costs)		% of Hard Costs	Estimated Total
	1st 500k	\$0.00	12.00%	\$60,000
	2nd 500k	\$0.00	11.50%	\$57,500
	next \$1m	\$0.00	11.00%	\$110,000
	next \$4m	\$0.00	10.00%	
	next \$4m	\$0.00	9.00%	
	in excess of \$10m	\$0.00	8.00%	
		Architectural Estimated Fee:		\$227,500
Reimbursable expenses not to exceed: (Not part of architectural estimated fee)				\$5,000
Estimated Construction Cost Budget:				\$2,000,000.00

**BASIC SERVICES:** For all “Basic Services” compensation in the amount of a percentage of construction as follows:

All fees are based on the stated percentage of “total construction costs” for the project and the said compensation applies to work let under a single construction contract. “Total construction costs” for purposes of this paragraph shall mean the total amount of money derived by adding the contractor’s bid for the project accepted by District and any Additive Bid Alternates (whether awarded or not) and Change Orders agreed to by District and the contractor which require additional architectural services (deductive Change Orders and deductive Bid Alternatives shall not reduce “total construction costs” for purposes of this paragraph). For the Lease-Leaseback delivery method “total construction costs” for purposes of this paragraph shall mean the Guaranteed Maximum Price (GMP) inclusive of GMP contingencies, agreed to by District plus any additive construction Change Orders agreed to by District.

Each portion of the project let separately on a segregated bid basis shall be considered a separate project for purposes of determining the fee.

For purposes of computing initial fees based upon “total construction costs” the parties estimate such costs at \$2,000,000.00, resulting in an initial fee of \$227,500. This estimate may be revised by the parties at any time to more accurately reflect actual “total construction costs” as such costs become apparent from later estimates, the award of the contract of GMP, or additive change orders agreed to by District and contractor. Any revision must be agreed to by District and Architect and reduced to writing.

6.2. District shall pay Architect the Fee for all Services performed and pursuant to the provisions of **Exhibit “D.”**

6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit “D.”**

- 6.4. No increase in Fee will be due from change orders caused by Architect's error or omission unless (1) the change order resulted in the District requiring Architect to provide additional services and (2) for omissions only, the omission did not result in an increase to the cost of the Project as commissioned. District will meet and confer with Architect before denying a Fee increase based on subsection (2).
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

**Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)**

Add the following to indicate the number of meetings for each Phase as applicable:

To Be Determined

**Exhibit "B," Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)**

Replace with the following:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Work and shall not be changed for the term of the Agreement, unless agreed to in writing by the Parties and approved by the District's Board.

QKA BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Principal	\$ 205.00
Project Associate	\$ 190.00
Senior Project Manager	\$ 185.00
Project Architect	\$ 185.00
Job Captain	\$ 175.00
Professional	
Professional Staff	
Intermediate Staff	
Staff	
Support Specialist	
Clerical Staff	\$ 100.00
Intern	

_____Consultant BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Managing Principal	
Senior Vice President/Regional Vice President	
Director of Cost Management	
Senior Cost Manager	
Cost Manager	
Cost Management Technician/Coordinator	

**Exhibit "C" (SCHEDULE OF WORK)**

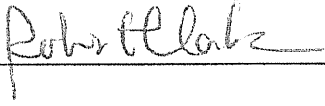
Add the following to indicate the schedule for Architect's performance of the Project:

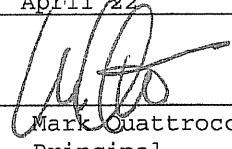
Phase	Date to be Completed
Pre- Design/Architectural Program Development Phase:	_____
For Schematic Design Phase:	_____
For Design Development Phase:	_____
For Construction Documents Phase:	_____
For Bidding Phase:	_____
For Construction Administration Phase:	_____
For Close Out:	_____, 201__

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

**Alameda Unified School District**

**Quattrocchi Kwok Architects, Inc.**

Date: 22 Apr, 2015  
By:   
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Date: April 22, 2015  
By:   
Print Name: Mark Quattrocchi  
Print Title: Principal  
License No.: C15438



QUATTROCCHI KWOK  
ARCHITECTS

April 15, 2015

Robbie Lyng  
Director of Maintenance and Operations  
Alameda Unified School District  
2060 Challenger Drive  
Alameda, CA 94501

RE: Donald Lum Elementary School Modernization  
Project No. 1495.00

Dear Robbie,

We are pleased to provide this proposal for architectural services for the Donald Lum Elementary School Modernization Project. The project consists of preparation of construction documents needed for the following campus improvements;

Scope of Work

- Technology and Communications Systems Improvements - Implementation of soon-to-be developed District Standards for Technology and Communications systems. The development of the District Standards for technology and communications systems is not included in this proposal.
- Site Safety and Security Improvements - Implementation of soon-to-be developed District Standards for Site Safety and Security. The development of the District Standards for site safety and security is not included in this proposal.
- Critical mechanical and electrical improvements
- Accessibility Improvements

In addition to preparation of construction documents, QKA will also obtain DSA approval and assist the District with Bidding, Construction Administration, and Project Closeout.

636 Fifth St.  
Santa Rosa, CA  
95404  
P: 707.576.0829  
F: 707.576.0295  
A California Corporation

[www.qka.com](http://www.qka.com)

### Architectural Staff

We propose the following key people to be associated with this project in the following capacities;

Principal in Charge: Mark Quattrocchi  
Project Associate: John Dybczak  
Project Architect: Nick Stephenson

We propose to include the following consultants as part of our team on this project

Civil Engineer: Brelje & Race  
Structural Engineer: ZFA  
Mechanical Engineer: Costa Engineers  
Electrical Engineer: O'Mahony & Myer

### Compensation

QKA proposes to provide services for a fee based on a percentage of the construction cost for modernization work. For purposes of this proposal, the Construction Cost Budget is set at \$2,000,000.00. The total fee is calculated in the following table;

Construction Cost	% of Construction Cost	Fee
1st \$500k	12.00%	\$60,000
2nd \$500k	11.50%	\$57,500
next \$1m	11.00%	\$110,000
next \$4m	10.00%	
next \$4m	9.00%	
in excess of \$10m	8.00%	
Total Fee		\$227,500

Compensation will be adjusted as necessary after the Bid and Construction Administration Phases.

Compensation is exclusive of reimbursable expenses that may include DSA fees, copying, plotting, mileage, and postage. Costs for these items will be billed at direct cost plus 5% and are not expected to exceed \$5,000. Services requested by the District that are not included in this proposal will be provided as an Additional Service using the hourly rates included in Exhibit B of the Master Agreement.

Robbie Lyng  
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#### Project Schedule

Work will be performed in accordance with mutually agreed upon project schedule that satisfies the District's need to have construction completed by August, 2016.

All work will be performed in accordance with the Master Agreement for Architectural Services on District Measure I Bond Program Projects, dated April 10, 2015.

Thank you for the opportunity to provide this proposal. Please let me know if you have any questions. If this proposal is deemed acceptable, we will look forward to receiving a completed Project Addendum for Marks' signature.

Sincerely,

A handwritten signature in dark ink, appearing to read "John Dybczak". The signature is stylized with a large initial "J" and "D".

John Dybczak AIA