

**PROJECT ADDENDUM NO. 211514
TO
AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS**

This Project Addendum No. 211514 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"):

Alameda USD Technology & Communications District Standards

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

- AUSD will assemble a Standards Committee that may include School Principals, Director of Technology Services, teachers, and staff.
- QKA will lead the Committee and facilitate a series of four (4) meetings. Meetings will include discussion of school technology and communications systems including; data, audio- visual systems, voice amplification systems, clocks, bells, speakers, and phones.
- Once the Committee is assembled, QKA will coordinate a meeting schedule with AUSD. It is anticipated that the meetings will begin in May, 2015. Three of the meetings will occur in the Fall, 2015.
- Based on the four meetings, QKA will prepare a written report of the Committee's recommendations for Board approval.
- Once approved by the Board, the Technology and Communications District Standards will be incorporated, as appropriate, into future modernization and new construction projects.

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

- 3.2.1. 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:

Electrical Engineer:	O'Mahony & Myer
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- 3.3. 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.
- 3.4. 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.

- 3.5. 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.
- 3.6. 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 Fixed fee of \$20,900.

Reimbursable expenses not to exceed \$1,000.

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.

QKA will provide services for a fixed fee of \$29,900. 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:

Meetings will occur during the months of May and August/September. Once the meetings are complete, QKA will assemble the written District Standards for Board approval in October, 2015.

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: [Signature]
 Print Name: _____
 Print Title: _____

Date: April 22, 2015
 By: [Signature]
 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: Alameda USD Technology & Communications District Standards
Project No. 1490.01

Dear Robbie,

We are pleased to provide this proposal for architectural services for the development of District Facility Standards for school technology and communication systems.

Scope of Work

- AUSD will assemble a Standards Committee that may include School Principals, Director of Technology Services, teachers, and staff.
- QKA will lead the Committee and facilitate a series of four (4) meetings. Meetings will include discussion of school technology and communications systems including; data, audio-visual systems, voice amplification systems, clocks, bells, speakers, and phones.
- Once the Committee is assembled, QKA will coordinate a meeting schedule with AUSD. It is anticipated that the meetings will begin in May, 2015. Three of the meetings will occur in the Fall, 2015.
- Based on the four meetings, QKA will prepare a written report of the Committee's recommendations for Board approval.
- Once approved by the Board, the Technology and Communications District Standards will be incorporated, as appropriate, into future modernization and new construction projects.

Architectural Staff

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

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

www.qka.com

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

We propose to use the following consultant as part of our team on this project;

Electrical Engineer: O'Mahony & Myer

Compensation

QKA proposes to provide services for a fixed fee of \$20,900.

Compensation is exclusive of reimbursable expenses that may include copying, plotting, mileage, and postage. Costs for these items will be billed at direct cost plus 5% and are not expected to exceed \$1,000. 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.

Project Schedule

Meetings will occur during the months of May and August/September. Once the meetings are complete, QKA will assemble the written District Standards for Board approval in October, 2015.

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 be 'JDm', written over a horizontal line.

John Dybczak AIA