

**PROJECT ADDENDUM NO. 211509  
TO  
AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS**

This Project Addendum No. 2 to Agreement for Architectural Services for Measure I Bond Projects ("Addendum") is made as of July 13, 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") which is dated on or about April 10, 2015 ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

**Alameda High School Seismic Mitigation**

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

- For the Design Criteria Report (DCR), ZFA Structural Engineers will provide detailed recommendations for proposed seismic mitigation to comply with applicable SMP standards. Plus structural work to bring the buildings into conformance with the Field Act is triggered by the SMP work, and will be included in the DCR. Such work will include, among other items, foundation mitigation in accordance with the Geotechnical Report which is a required part of the DCR.
- QKA in conjunction with our other consultants will prepare the Access Compliance and Fire Life Safety portions of the DCR, providing narrative and drawings describing all the other work that is incidentally required by the structural work or is otherwise required by the SMP process. Such work will include, for example, fire alarm and fire sprinkler systems, and accessibility improvements to toilet rooms and paths of travel.
- QKA will submit the DCR with supporting documents and drawings to DSA for review and approval. The report will be revised based on DSA comments and requests. The DSA approved DCR then becomes the basis for the actual design and construction documents, which is the next step in the SMP process, and which will be provided under a subsequent Contract.
- Based on the totality of the work described in the approved DCR, QKA's cost estimator will provide a conceptual estimate in the format required by OPSC.
- The DSA approved DCR and the cost estimate will be submitted to OPSC for their "Conceptual Approval." QKA and the District's OPSC consultants will defend and revise this submittal as required to obtain approval. We anticipate one meeting with OPSC to resolve contended issues.

**Services Beyond this Agreement**

The following additional steps are required under the DSA 08-03 program to be submitted for State SMP funding. Note fees for these scopes are not covered under this Agreement:

- Construction Documents: Upon DSA approval of the Design Criteria Report, QKA and our consulting engineers including ZFA Structural Engineers will provide the detailed Construction Documents (drawings and specifications) suitable for cost estimating, permits, bidding and construction. If so directed by the District, some of this design work may occur simultaneously with DCR review and approval.

- DSA Concurrence Letter: QKA to arrange for a DSA Concurrence Letter in which they state which portions of the approved work (full Construction Documents for the buildings) are required under the SMP program.
- Cost Estimate(s): Upon DSA approval of the full Construction Documents, QKA to provide an additional cost estimate for the SMP portions of the work, using the formats and values required by OPSC to establish the amount to be funded by the State.
- OPSC review/SAB approval: QKA will support the District and the District's OPSC consultants in the submittal and review and approval process.

The proposal from Architect dated July 7, 2015 is attached.

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:
  - Structural Engineer, ZFA
  - Mechanical Engineer, Costa Engineers
  - Electrical Engineer, O'Mahony & Myer
  - Consulting Cost Estimator, Dan Bartlett
- 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"):

QKA will provide services for a fixed fee of \$152,300.00  
Reimbursable expenses not to exceed \$5,000.00

- 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:

Alameda High School Seismic Mitigation Project

Architect Fee – OPSC funding – NEW CONSTRUCTION

Total Cumulative	Estimated Construction Cost Budget (Hard Costs)		% of Hard Costs	Estimated Total
	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%	
	Architectural Estimated Fee:			
	Reimbursable expenses not to exceed: (Not part of architectural estimated fee)			
	Estimated Construction Cost Budget:			

**Alameda High School Seismic Mitigation 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%	
	2nd 500k	\$0.00	11.50%	
	next \$1m	\$0.00	11.00%	
	next \$4m	\$0.00	10.00%	
	next \$4m	\$0.00	9.00%	
	in excess of \$10m	\$0.00	8.00%	
<b>Architectural Estimated Fee:</b>				
Reimbursable expenses not to exceed: (Not part of architectural estimated fee)				
<b>Estimated Construction Cost Budget:</b>				

**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 \$\_\_\_\_\_, resulting in an initial fee of \$\_\_\_\_\_. 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 generated during the construction period to the extent caused by Architect's error or omission only on work that required additional architectural services.
- 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: 7/13, 2015  
By: [Signature]  
Print Name: Sean McPhetridge  
Print Title: Superintendent

Date: 7/13, 2015  
By: [Signature]  
Print Name: MARK QUATTROCCI  
Print Title: PRESIDENT  
License No.: CL5438



QUATTROCCHI KWOK  
ARCHITECTS

7 July 2015

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

RE: Alameda High School Seismic Mitigation  
Project No. 1480.02

Dear Robbie,

I am pleased to provide this Supplemental Services proposal for continued work on the historic Alameda High School, under DSA/OPSC Procedure 08-03 for the State's Seismic Mitigation Program (SMP). Our prior Agreement of April 2015 covered only the "Eligibility Reports" which is the first of three main steps under this program. Eligibility has been approved by DSA for the three non-DSEA approved buildings on campus: The eastern Adult Education wing, the eastern Administration wing, and the western library wing. For these buildings we are now ready to proceed to the next step which is the preparation of "Evaluation and Design Criteria Reports" for review and approval by DSEA, and then "Conceptual Approval" by OPSC.

Background

From our recent conversations, including input from State Allocations Board staff, it is the District's desire to expedite completion of the Evaluation and Design Criteria Reports to allow the design team to expeditiously submit full Construction Documents for the SMP and other Alameda High School modernization to the Division of State Architect (DSA). Full Construction Documents services for these buildings, covered under Basic Services in our master Agreement, is not included in this proposal. Because of diminishing available SMP funds, the District has requested QKA accelerate our services to increase the probability of SMP funding. A timely approval of this Supplemental Services proposal is desirable.

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)

### Scope of Services

The scope of services in this proposal involves the following specific components:

- For the Design Criteria Report (DCR), ZFA Structural Engineers will provide detailed recommendations for proposed seismic mitigation to comply with applicable SMP standards. Plus structural work to bring the buildings into conformance with the Field Act is triggered by the SMP work, and will be included in the DCR. Such work will include, among other items, foundation mitigation in accordance with the Geotechnical Report which is a required part of the DCR.
- QKA in conjunction with our other consultants will prepare the Access Compliance and Fire Life Safety portions of the DCR, providing narrative and drawings describing all the other work that is incidentally required by the structural work or is otherwise required by the SMP process. Such work will include, for example, fire alarm and fire sprinkler systems, and accessibility improvements to toilet rooms and paths of travel.
- QKA will submit the DCR with supporting documents and drawings to DSA for review and approval. The report will be revised based on DSA comments and requests. The DSA approved DCR then becomes the basis for the actual design and construction documents, which is the next step in the SMP process, and which will be provided under a subsequent Contract.
- Based on the totality of the work described in the approved DCR, QKA's cost estimator will provide a conceptual estimate in the format required by OPSC.
- The DSA approved DCR and the cost estimate will be submitted to OPSC for their "Conceptual Approval." QKA and the District's OPSC consultants will defend and revise this submittal as required to obtain approval. We anticipate one meeting with OPSC to resolve contended issues.
- Consulting Engineers Provided:
  - Structural Engineer, ZFA
  - Mechanical Engineer, Costa Engineers
  - Electrical Engineer, O'Mahony & Myer
  - Consulting Cost Estimator, Dan Bartlett

### Services Beyond this Agreement

The following additional steps are required under the DSA 08-03 program to be submitted for State SMP funding. Note fees for these scopes are not covered under this Agreement:

- Construction Documents: Upon DSA approval of the Design Criteria Report, QKA and our consulting engineers including ZFA Structural Engineers will provide the detailed Construction Documents (drawings and specifications) suitable for cost estimating, permits, bidding and construction. If so



directed by the District, some of this design work may occur simultaneously with DCR review and approval.

- DSA Concurrence Letter: QKA to arrange for a DSA Concurrence Letter in which they state which portions of the approved work (full Construction Documents for the buildings) are required under the SMP program.
- Cost Estimate(s): Upon DSA approval of the full Construction Documents, QKA to provide an additional cost estimate for the SMP portions of the work, using the formats and values required by OPSC to establish the amount to be funded by the State.
- OPSC review/SAB approval: QKA will support the District and the District's OPSC consultants in the submittal and review and approval process.

#### Compensation

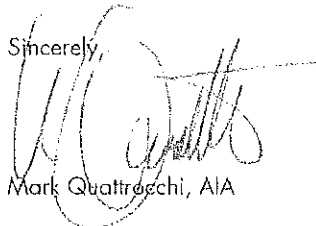
QKA proposes to provide these services for a fixed fee of \$152,300

These fees are exclusive of reimbursable expenses including copying, plotting, mileage and postage which will be billed at direct cost and are not expected to exceed \$5,000. The District paid DSA fees for the initial DCR submittal are estimated at \$6,000, with additional hourly amounts to be billed by DSA based on their review time expended. Services beyond this Agreement requested by the District will be provided as an Additional Service using the attached hourly rates.

As a separate proposal, QKA will provide a Basic Services proposal for the complete modernization of Alameda High School for the scope of services provided in the Board adopted Implementation Plan. This proposal will also provide the design team services needed for the SMP Construction Document services established in the DSA Evaluation and Design Criteria Report.

Thank you for the opportunity to provide this Agreement. Please let me know if you have any questions. If this Agreement is acceptable, please provide an Amendment to our Master Agreement for QKA signature.

Sincerely,



Mark Quattrocchi, AIA



QUATTROCCHI KWOK  
ARCHITECTS

Hourly Rate Schedule  
For Calendar Year 2015

Architect – Principal	\$205/hr.
Architect - Associate	\$190/hr.
Project Manager/Architect	\$185/hr.
Job Captain	\$175/hr.
Construction Admin Project Manager	\$175/hr.
Specifications Writer	\$180/hr.
CADD/Drafting	\$160/hr.
Construction Admin Technician	\$150/hr.
Clerical	\$100/hr.

Consultants: 1.10 times the consultants' standard hourly rates.

The above rates are effective January 1, 2015, and are in effect for the calendar year 2015. On January 1 of each of the subsequent years, the above rates shall be adjusted at the rate of the Consumers Price Index as published by the Bureau of Labor Statistics.