

**PROJECT ADDENDUM NO. 211517
TO
AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS**

This Project Addendum No. 211517 to Agreement for Architectural Services for Measure I Bond Projects ("Addendum") is made as of August 11, 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 High School Modernization:

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

This is a general project list and will be refined as the design work progresses:

- Campus Site Safety and Security Improvements - Implementation of soon-to-be developed District Standards for Site Safety and Security.
- Campus Technology and Communications Systems Improvements - Implementation of soon-to-be developed District Standards for Technology and Communications systems.
- Seismic upgrade and modernization of the non-Field Act portions of the historic Alameda High School including alterations to create approximately nine science classrooms – note this work is in conjunction with QKA's ongoing Seismic Mitigation Program work for the historic buildings which is in addition to the services in this proposal.
- Other modernization work for the historic Alameda High School including exterior renovation, mechanical/electrical modernization, general modernization work and removal of the existing debris fencing.
- Modernization of Technical Arts Building
- Accessibility improvements required by DSA for approval, including work at toilet rooms, path of travel improvements, and accessible parking.
- Window, door and door lock replacements as required campus wide.
- Roofing replacements at critical locations campus wide, including the existing academic building. No other renovations are included for the existing academic building.
- Minor modernization work to Patton Gymnasium
- Exterior facade improvements to Kofman Auditorium
- No improvements at Thompson Field are included

In addition to preparation of design and 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.

ok KL

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:	Jon Strong

- 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:

Civil Engineer:	Brelje & Race
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"):

6.1.2 QKA proposes to provide services for a fee based on a percentage of the construction cost for modernization as established in the Master Agreement. The Board adopted Implementation Plan total "Project Cost" for Alameda HS, including soft costs is \$44 million in 2014 year costs- 70% of this is Construction Cost or \$33.8 million. The Alameda HS Modernization Construction Cost Budget is set at \$33,800,000. The total fee is calculated in the following table:

\$33.8 Million Construction Cost	% of Construction Costs	Fee
1 st \$500k	12.00%	\$60,000
2 nd \$500k	11.50%	\$57,500
Next \$1m	11.00%	\$110,000
Next \$4m	10.00%	\$400,000
Next \$4m	9.00%	\$360,000
In excess of \$10m	8.00%	\$1,904,000
	Architectural Estimated Fee:	\$2,891,500
	Reimbursable expenses not to exceed: (Not part of architectural estimated fee)	
	Estimated Construction Cost Budget:	

Compensation is based on a single construction bid and DSA approval, and will be adjusted as necessary after each design phase and 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 \$60,000.

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.

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:

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	

Extra Services

Services requested by the District that are not included in this proposal will be provided as an Extra Service using the hourly rates included in Exhibit B of the Master Agreement.

In our work on Alameda HS Seismic Mitigation, it was identified that Programming must be completed expeditiously in order to submit to DSA as soon as possible and that no more than three Programming meetings are planned. Programming meetings in excess of three meetings will be invoiced as an Extra Service.

As described in Exhibit B of the Master Agreement, anticipated Extra Service consultants are identified below. However the need for additional consultants may be determined during design. Once design work has commenced, QKA will provide fee proposals for Extra Services consultants.

- Fire sprinkler consultant
- Landscape Architect
- Elevator consultant
- Audio Visual consultant
- Energy consultant

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__

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 Fall 2019.

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.

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: _____, 20__

Date: _____, 20__

By: _____
Print Name:
Print Title:

By: _____
Print Name:
Print Title:
License No.:





QUATTROCCHI KWOK
ARCHITECTS

August 3, 2015

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

RE: Alameda High School Modernization
Project No. 1480.00

Dear Robbie,

I am pleased to provide this proposal for architectural services for modernization to Alameda High School. The project consists of design services needed for the following campus improvements.

Scope of Work

The scope of work below is identified in the Board adopted June 10, 2014 Facilities Master Plan; Implementation Plan. This is a general project list and will be refined as the design work progresses:

- Campus Site Safety and Security Improvements - Implementation of soon-to-be developed District Standards for Site Safety and Security.
- Campus Technology and Communications Systems Improvements - Implementation of soon-to-be developed District Standards for Technology and Communications systems.
- Seismic upgrade and modernization of the non-Field Act portions of the historic Alameda High School including alterations to create approximately nine science classrooms – note this work is in conjunction with QKA's ongoing Seismic Mitigation Program work for the historic buildings which is in addition to the services in this proposal.
- Other modernization work for the historic Alameda High School including exterior renovation, mechanical/electrical modernization, general modernization work and removal of the existing debris fencing.
- Modernization of Technical Arts Building

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

www.qka.com

211517

- Accessibility improvements required by DSA for approval, including work at toilet rooms, path of travel improvements, and accessible parking.
- Window, door and door lock replacements as required campus wide.
- Roofing replacements at critical locations campus wide, including the existing academic building. No other renovations are included for the existing academic building.
- Minor modernization work to Patton Gymnasium
- Exterior façade improvements to Kofman Auditorium
- No improvements at Thompson Field are included

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

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:	Jon Stong

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
Consulting Cost Estimator	Dan Bartlett

Compensation

QKA proposes to provide services for a fee based on a percentage of the construction cost for modernization as established in the Master Agreement. The Board adopted Implementation Plan total "Project Cost" for Alameda HS, including soft costs is \$44 million in 2014 year costs – 70% of this is Construction Cost or \$33.8 million. The Alameda HS Modernization Construction Cost Budget is set at \$33,800,000. The total fee is calculated in the following table;

\$33.8 Million 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%	\$400,000
next \$4m	9.00%	\$360,000
in excess of \$10m	8.00%	\$1,904,000
Total Fee		\$2,891,500

Robbie Lyng
Page 3 of 3

Compensation is based on a single construction bid and DSA approval, and will be adjusted as necessary after each design phase and 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 \$60,000.

Extra Services

Services requested by the District that are not included in this proposal will be provided as an Extra Service using the hourly rates included in Exhibit B of the Master Agreement.

In our work on Alameda HS Seismic Mitigation, it was identified that Programming must be completed expeditiously in order to submit to DSA as soon as possible and that no more than three Programming meetings are planned. Programming meetings in excess of three meetings will be invoiced as an Extra Service.

As described in Exhibit B of the Master Agreement, anticipated Extra Service consultants are identified below. However the need for additional consultants may be determined during design. Once design work has commenced, QKA will provide fee proposals for Extra Services consultants.

- Fire sprinkler consultant
- Landscape Architect
- Elevator consultant
- Audio Visual consultant
- Energy consultant

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 fall 2019.

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 acceptable, we will look forward to receiving a completed Project Addendum for signature.

Sincerely,



Mark Quattrocchi, AIA