

**PROJECT ADDENDUM NO. 211612.1**  
**TO**  
**AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS**

This Project Addendum No. 211612.1 to Agreement for Architectural Services for Measure I Bond Projects ("Addendum") is made as of June 12, 2019, 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 December 10, 2013 ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

**Haight Elementary School Modernization**  
**Basic Services Fee Adjustment & Supplemental Services Fee**

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

- Fee Adjustment to basic services fee based on Alten Construction's GMP
- Three (3) supplemental services fees:
  - Kindergarten Classroom Wing Modernization – work was designed and stamped out at DSA but is not included in the GMP on the project the District decided not to perform the modernization work.
  - Building Enclosure Consulting Services – AUSD asked QKA to work with Terracon Consultants, Inc., to address known issues with water leakage throughout the building enclosure systems, and to adjust specification and detailing accordingly.
  - One (1) Additional Meeting with Haight Site Committee on May 15, 2018

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    | Nick Stephenson  |
| Project Architect:   |                  |
- 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 |
- 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"):

Per attached QKA Proposal Letters dated August 24, 2018 and May 8, 2019:

- Basic Services Fee Adjustment based on Alten Construction's board approved GMP:

		Basic Services fee of
Initial Cost Estimate	\$3,318,525	\$359,353
Bid Awarded at	\$4,714,617	\$498,962
Bid award represents a Basic Services Fee increase of:		\$139,609

- Kindergarten Classroom Wing Modernization:

Construction Estimate for Kindergarten Classroom Wing	\$524,005
Initial fee	\$62,760
20% Credit – Work was designed and stamped out of DSA, District decided to not perform the modernization work	-\$12,552
New Revised Fee	\$50,208

- Building Enclosure Consulting Services: \$16,890
- One Additional Site Committee Meeting on May 15, 2018: \$3,575

**New Total Project Fee for Haight Elementary School Modernization: \$569,635**

- 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
Architect - Principal	\$ 215.00
Architect - Associate	\$ 200.00
Project Architect/Designer	\$ 195.00
Job Captain	\$ 185.00
Construction Admin Project Manager	\$ 185.00
Specifications Writer	\$190.00
CADD/Drafting/BIM Modeler	\$170.00
Construction Admin Technician	\$160.00
Clerical	\$110.00

____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**

Date: 6/18/19  
 Name: Robbie Lyng  
 Signature:   
 Print Title: Senior Director of Construction

**Quattrocchi Kwok Architects, Inc.**

Date: 6/18/19  
 Signature:   
 Print Name: Mark Quattrocchi  
 Print Title: Principal  
 License No.: C15438

Date: \_\_\_\_\_

Name: Shariq Khan

Signature: \_\_\_\_\_  
 Print Title: Chief Business Officer

Date: \_\_\_\_\_

Name: Mialisa Bonta

Signature: \_\_\_\_\_  
 Print Title: School Board President



QUATTROCCHI KWOK  
ARCHITECTS

August 24, 2018

Robbie Lyng  
Director of Maintenance & Operations  
Alameda Unified School District  
2060 Challenger Dr.  
Alameda, CA 94501

RE: Haight Elementary School Modernization  
QKA Job No. 1649.00  
AUSD PA No. 211612

Dear Robbie,

The purpose of this letter is to request a Supplemental Service Fee for the Haight Elementary School Modernization, QKA project # 1649.00. As you may recall earlier this year you requested that we conduct (1) additional meeting with the Hight Site Committee, and this additional meeting occurred on May 15, 2018.

As discussed, QKA has already completed the expected number of meetings for this project, and we agreed that additional fees are in order to cover our costs for the additional meeting.

We respectfully request a Supplemental Service Fee in the amount of \$3,575 to cover the 1 additional meeting including preparation and follow up time. When added to the current Total Fee of \$359,353, the new Total Fee on the project comes to \$362,928.

If you approve of this fee adjustment, please have a Project Addendum sent to the attention of our Contracts Manager, Carol Tonelli, at your earliest convenience for our signature. Please call me if you have any questions regarding this fee adjustment.

Sincerely,

Mark Quattrocchi, AIA

cc: Priscilla Wong, AUSD  
Valezla Silva, AUSD

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Santa Rosa, CA  
95404  
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F: 707.576.0295  
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QUATTROCCHI KWOK  
ARCHITECTS

May 8, 2019

Robbie Lyng  
Director of Maintenance and Operations  
Alameda Unified School District  
2060 Challenger Dr.  
Alameda, CA 94501-1037

Haight ES Modernization  
QKA Project # 1649.00

Dear Robbie,

The purpose of this letter is to record an adjustment to the Basic Services fee on this project due to the Bid Award to Allen Construction and to request two supplemental service fees on the Haight Elementary School Modernization project.

Basic Services Fee adjustment due to Bid Award to Allen Construction:

Initial cost estimate	\$3,318,525	for a Basic Services Fee of	\$359,353
Bid awarded at	\$4,714,617	for a Basic Services Fee of	<u>\$498,962</u>
This bid award represents a Basic Services Fee increase of			\$139,609

Kindergarten Classroom Wing Modernization:

This modernization work was designed and stamped out at DSA but is not included in the GMP on the project the District decided not to perform the modernization work. Based on the construction estimate to do the work of \$524,000, we would have requested an additional fee of \$62,760 based on the modernization fee schedule, we respectfully request a supplemental service fee in the amount of \$50,208 which represents a 20% credit because the construction portion was not completed.

Building Enclosure Consulting Services:

AUSD has asked QKA to work with Terracon Consultants Inc., to address known issues with water leakage throughout the building enclosure systems, and to adjust specifications and detailing accordingly. We respectfully request an additional fee of \$16,890 for Terracon's work and the coordination time by QKA.

MAIN OFFICE:

636 Fifth Street, Santa Rosa, CA 95404

PLEASANTON OFFICE:

600 Main Street, Suite E, Pleasanton, CA 94566

707.576.0829

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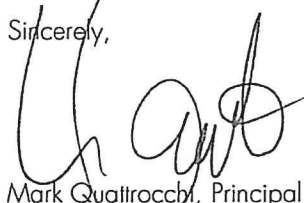
Below is a summary of the additional fee items in this letter:

Current total project fee	\$359,353.00	
Pending request for extra meeting 8/24/18	\$ 3,575.00	
Increase to Basic Services Fee for Bid Award	\$139,609.00	
Design of Kindergarten Classroom Wing through DSA approval	<del>\$ 62,760.00</del>	\$ 50,208
Building Enclosure Consulting	\$ 16,890.00	

New total project fee for Haight Elementary School Modernization	<del>\$582,187.00</del>	
	\$ 569,635	

I trust that your records agree with ours but please don't hesitate to contact me if this is not the case.  
We look forward to receiving your Project Agreement Addendum approving these fee adjustments.

Sincerely,



Mark Quattrocchi, Principal  
Quattrocchi Kwok Architects

cc: Priscilla Wong, AUSD  
Valezka Silva, AUSD

clt