

**PROJECT ADDENDUM NO. 211613IH  
TO  
AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS**

This Project Addendum No. 211613IH to Agreement for Architectural Services for Measure I Bond Projects ("Addendum") is made as of June 10, 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"):

**Encinal High School Modernization – Interim Housing**

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

- Architectural services related to the installation of twelve (12) leased 24x40 portable classrooms from Mobile Modular Stockpile to Encinal Junior/Senior High School to be used for interim classrooms during a separate modernization project.
  - The portable buildings will be located in the southwest parking area and basketball courts and will be placed on above-grade pressure-treated wood foundations with ramps at the entries. The District will provide a letter to DSA stating these portable classroom building are temporary (less than two years), to be used for interim housing during the campus modernization, and then completely removed from the site.
- Services Include:
  - Site design for building layout and path of travel considerations.
  - Civil engineering for grading, paving, and utility connections.
  - Review of as-built drawings and verification of existing elements along the accessible path of travel.
  - Design of minor upgrades such as signage, striping, and patching of asphalt where required. *Major remodel or upgrades are excluded.*
  - Electrical engineering for power, fire alarm, data, and signal systems.
  - DSA approval after full submittal (as the project will likely exceed the number of PC plans allowed at over the counter appointments).
  - Assistance with project bidding.
  - Construction administration and contract closeout.
  - DSA Certification of the project.
  - Coordination with campus modernization project with respect to fire hydrant installation
- A new fire hydrant will be required for this project, but will be designed and installed as part of the campus modernization project. The design for the modernization project includes adding three (3) fire hydrants to the campus. QKA to note on the plans for both interim housing and modernizations projects that the hydrant serving the portable classrooms must be installed when the portables are installed. Should DSA require that the fire hydrant design to the Interim Housing plans, QKA can do so as an additional service.

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:   | Jon Stong & Sofia Veniard |
- 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 dated November 15, 2018.

Fixed Fee:	\$100,900
Reimbursable Expenses at 10%:	\$10,090

- 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	\$ 225.00
Architect - Associate	\$ 210.00
Project Architect/Designer	\$ 205.00
Job Captain	\$ 195.00
Construction Admin Project Manager	\$ 195.00
Specifications Writer	\$200.00
CADD/Drafting/BIM Modeler	\$180.00
Construction Admin Technician	\$170.00
Clerical	\$120.00

____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**

**Quattrocchi Kwok Architects, Inc.**

Date: 6/18/19

Date: 6/18/19

Print Name: Robbie Lyng

Signature: \_\_\_\_\_

Print Title: Senior Director of Construction

Signature: \_\_\_\_\_

Print Name: Mark Quattrocchi

Print Title: Principal

License No.: C15438

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

Print Name: Shariq Khan

Signature: \_\_\_\_\_

Print Title: Chief Business Officer

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

Print Name: Mia Bonta

Signature: \_\_\_\_\_

Print Title: School Board President



**QUATTROCCHI KWOK  
ARCHITECTS**

November 15, 2018

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

RE: Encinal Junior/Senior High School Interim Housing  
Project No. 1617.04

Dear Robbie Lyng,

We are pleased to provide this proposal for the Architectural services related to the installation of 12 leased 24x40 portable classrooms from Mobile Modular Stockpile to Encinal Junior/Senior High School to be used for interim classrooms during a separate modernization project.

The portable buildings will be located in the southwest parking area and basketball courts and will be placed on above-grade pressure-treated wood foundations with ramps at the entries. The District will provide a letter to DSA stating these portable classroom buildings are temporary (less than two years), to be used for interim housing during the campus modernization, and then completely removed from the site.

**Services Include:**

- Site design for building layout and path of travel considerations.
- Civil engineering for grading, paving and utility connections.
- Review of as-built drawings and verification of existing elements along the accessible path of travel.
- Design of minor upgrades such as signage, striping, and patching of asphalt where required. Major remodel or upgrades are excluded from this proposal.
- Electrical engineering for power, fire alarm, data, and signal systems.

MAIN OFFICE:  
636 Fifth Street, Santa Rosa, CA 95404  
PLEASANTON OFFICE:  
600 Main Street, Suite E, Pleasanton, CA 94566  
707.576.0829  
A California Corporation  
www.qka.com

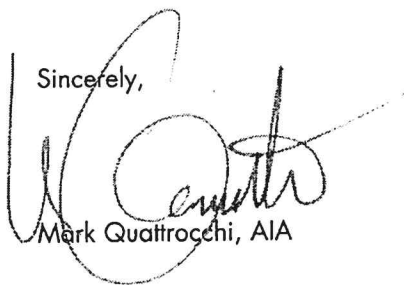
- DSA approval after full submittal (as the project will likely exceed the number of PC plans allowed at over the counter appointments).
- Assistance with project bidding.
- Construction administration and contract closeout.
- DSA certification of the project.
- Coordination with campus modernization project with respect to fire hydrant installation (see below)

A new fire hydrant will be required for this project, but will be designed and installed as part of the campus modernization project. The design for the modernization project includes adding three fire hydrants to the Encinal campus. We will note on the plans for both projects (the interim housing project and the modernization project) that the hydrant serving the portable classrooms must be installed when the portables are installed. Should DSA require that we add this fire hydrant design to the Interim Housing plans, we can do so as an additional service.

We propose to provide these services for a fixed fee of \$100,900 plus reimbursable expenses billed at direct cost plus 10%. We base this fee on our consultant fees and our own production time based on past similar projects. Exclusions to the fee are civil survey, mechanical and geotechnical engineering, and any unanticipated upgrades required by DSA and the local fire authority.

Thank you for the opportunity to provide this proposal. If you approve this proposal, please sign and return one signed copy to our Contracts Manager, Carol Tonelli. We look forward to working with you on this project.

Sincerely,



Mark Quattrocchi, AIA

Sign below to accept this proposal:

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Robbie Lyng, Director of Maintenance and Operations

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Date