

**PROJECT ADDENDUM NO. 211613.3
TO
AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS**

This Project Addendum No. 211613.3 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
Fee Revision per GMP and Supplemental Services**

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

- Fee revision due to project budget increase and project phasing based on Lathrop Construction's board approved GMP. Does not include temporary housing.
- Additional supplemental services:
 - Energy consultant for new classroom building (Increment 1)
 - Additional fire sprinkler for new classroom building (Increment 1)

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"):

Project	District Budget	Previous QKA Fee	Revised QKA Fee
New Classroom Building (Inc.1)	\$9,800,000	\$713,500	\$713,500
200-Wing Modernization (Inc. 2)	\$14,642,465	\$1,842,230	\$1,358,897
Campus Modernization	\$9,410,809	-	\$934,473
Subtotal	\$33,853,274	\$2,555,730	\$3,006,870

*Fees & budgets exclude hazardous material abatement (\$157,000) & interim housing (\$500,000).

Previously Approved Additional Services (Addendum 211613.1)

Adjustment for splitting into two projects after completion of SD	\$10,575
Landscape Architecture	\$148,995
Fire Sprinkler Consultant	\$15,540
Energy Consultant	\$6,300
Subtotal	\$181,410

New Additional Services

Energy Consultant for New Classroom Building (Increment 1)	\$3,675
Additional Fire Sprinkler for New Classroom Building (Increment 1)	\$2,835
Subtotal	\$6,510

SUMMARY OF REVISED FEE

Basic Services for 200-Wing, New CR Bldg., & Campus Modernization	\$3,006,870
Previously Approved Additional Services Consultants	\$181,410
New Additional Services Consultants	\$6,510
TOTAL REVISED FEE (excluding \$60,000 reimbursable expenses)	\$3,194,790

- 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:

Add the following to indicate the schedule for Architect's performance of the Project:	Date to be Completed
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Phase	
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

Print Name: Robbie Lyng

Signature: _____

Print Title: Senior Director of Construction

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, Inc.

Date: 6/18/19

Signature: _____

Print Name: Mark Quattrocchi

Print Title: Principal

License No.: C15438

<u>QKA Project#/Name</u>	<u>DSA #</u>	<u>District Budget</u>	<u>Previous QKA Fee</u>	<u>Revised QKA Fee</u>
1617.02 EHS New Classroom Bldg. (Inc. 1)	01-117611 Inc.1	\$ 9,800,000	\$ 713,500	\$ 713,500
1617.00 EHS 200-wing Mod. (Inc. 2)	01-117611 Inc.2	\$ 14,642,465	\$ 1,842,230	\$ 1,358,897
1617.03 EHS Campus Modernization	to be submitted	\$ 9,410,809	\$ -	\$ 934,473
Subtotal:		\$ 33,853,274	\$ 2,555,730	\$ 3,006,870

* QKA fees are per master agreement for construction cost percentages for basic services.
Fees & Budgets exclude hazardous mat. abatement & the temporary campus

Previously Approved Additional Services (District's Addendum #211613.1)

• Adjustment for Split into two projects after completion of SD	\$ 10,575
• Landscape Architecture for 1617.00 and 1617.02	\$ 148,995
• Fire Sprinkler Consultant for 1617.02	\$ 15,540
• <u>Energy Consultant 1617.00 & 1617.03</u>	\$ 6,300
Subtotal Previously Approved Addition services:	\$ 181,410

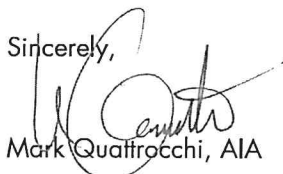
NEW Additional Services

• Energy Consultant for New Clsrm. Building (Inc. 1)	\$ 3,675
• <u>Additional Fire Sprinkler for New Clsrm Building (Inc. 1)</u>	\$ 2,835
Subtotal NEW Additional Services:	\$ 6,510

SUMMARY REVISED FEE – see detail above:

• Basic Services for 200-Wing, New Classroom Bld. & Campus Modernization	\$ 3,006,870
• Previously Approved Additional Services Consultants	\$ 181,410
• <u>New Additional Services Consultants</u>	\$ 6,510
Total Revised Fee (exclusive of \$60,000 allowance for reimbursable expenses)	\$ 3,194,790

This represents a \$457,650 fee increase from the previous \$2,737,140 fee in the last Project Addendum. If this fee adjustment is acceptable, please prepare an amendment for Project Addendum 211613 for our signature at your earliest convenience. Please call me if you have any questions.

Sincerely,

Mark Quattrocchi, AIA

cc: Priscilla Wong, AUSD



QUATTROCCHI KWOK
ARCHITECTS

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

RE: Encinal HS Modernization & New Classroom Building
AUSD Project Addendum No. 211613
QKA Job No. 1617.00, 1617.02 & 1617.03

Dear Robbie,

The purpose of this letter is to revise our fee for Encinal High School Modernization, AUSD Project Agreement # 211613 dated January 24, 2017 (amended on February 22, 2018) due to project budget increase and project phasing. The District's Project Addendum Number 211613.1 incorporated the 2/22/18 fee adjustments.

For the purposes of this fee letter, the temporary campus is not included as QKA has a separate agreement for that work.

Budget Increase:

As you know, the original construction budget of \$30,484,125, which is the basis for our current fee, has been increased to \$34,510,954. This budget is based on 23% soft costs, the added \$1 million for the Building 200 windows, the added \$1 million for the Science Building modernization, and without the construction work already performed. This is based on Lathrop Construction's latest estimates and GMP.

Project Splits and Phasing:

Additionally, the modernization of the campus has been split into two projects: modernization of Building 200 and modernization of the rest of the campus. The two projects will have separate DSA approval processes, bidding and construction schedules. There is no change to the fee nor construction costs for the 1617.02 EHS New Classroom Building.

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