

**PROJECT ADDENDUM NO. 211612.5
TO
AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS**

This Project Addendum No. 211612.5 to Agreement for Architectural Services for Measure I Bond Projects ("Addendum") is made as of December 2, 2020 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 (Love) Elementary School Modernization
Fee Adjustment for Change Order 5**

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

- Fee adjustment for the value-added items on Construction Change Order 5

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”):

Current total fee	\$679,327
Fee Increase for CO #5:	\$10,404
New total fee	\$689,731

- 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: Dec 7, 2020

Name: Robbie Lyng

Signature: *Robbie Lyng*
Robbie Lyng (Dec 7, 2020 10:00 PST)

Print Title: Senior Director of Construction

Date: Dec 7, 2020

Name: Shariq Khan

Signature: *Shariq Khan*
Shariq Khan (Dec 7, 2020 09:07 PST)

Print Title: Chief Business Officer

Date: _____

Name: Mialisa Bonta

Signature: _____

Print Title: School Board President

Quattrocchi Kwok Architects, Inc.

Date: 12/3/20

Signature: *[Signature]*

Print Name: Mark Quattrocchi

Print Title: Principal

License No.: C15438



QUATTROCCHI KWOK
ARCHITECTS

May 18, 2020

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

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

Dear Robbie,

The purpose of this letter is to request a fee adjustment for the Love Elementary School Modernization, QKA project # 1649.00, for Construction Change Orders 3 and 4. The value-added items on Construction Change Order Numbers 3 and 4 total \$407,981, generating a fee increase of \$40,798. When added to the current Total Fee of \$638,529, the new Total Fee on the project is \$679,327, plus reimbursable expenses.

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
clt

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