

PROJECT ADDENDUM NO. 211519.1
TO
AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS

This Project Addendum No. 211519.1 to Agreement for Architectural Services for Measure I Bond Projects ("Addendum") is made as of March 24, 2021, 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"):

Wood Middle School
Mechanical Systems Upgrade

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

- Architectural services related to the design and construction of mechanical modernization work.
- This project is a restart of the project started in 2017, which included SD, DD, and CD phases. At the end of the CD phase, the project was placed on hold and was never submitted to DSA and never constructed. Since then, some significant changes are required:
 - Per District direction, project has evolved to become an HVAC-only project.
 - Code revision in 2019 – require updates to the entire set in order to respond to the code revisions.
 - Redesign work is required due to scope change (particularly at the MPR building and admin)
 - Structural engineering is required for admin rooftop and classroom mechanical units.
 - Due to design work already completed, and the schedule constraints, SD phase can be omitted, and provide an abridged DD phase before rolling directly into an expedited CD-CA phases of work.
 - Fee will reflect the abridged phasing and redesign work required by scope changes and code revisions.
- Scope of modernization work includes:
 - Replace campus wide HVAC system with new, code compliant system, including new classroom ventilation to meet current code requirements. This includes mechanical, electrical, structural, and mechanical design services.
- Services included:
 - Cost Estimating at CD level only
 - Brief Design Development phase
 - Preparation of Construction Documents (CD) level plans and specifications for DSA submittal
 - DSA submittal, coordination, back check, and close-out
 - (1) local fire department review meeting, if required
 - (2) pre-proposal meeting with MOF and consultants (occurred Jan and Feb 2021)
 - (1) DSA pre-application meeting (TBD)
 - Bidding and Construction Administration for RFI, RFP, and submittal review, punch list and contractor close-out using Procore software
- Services not included:
 - Perimeter fencing
 - Door hardware
 - Fire alarm improvements
 - Site topographic survey by Civil engineer
 - Soils reports
 - Property line review by Civil Engineer
 - Site lighting
 - Engineering and design of unanticipated upgrade required by DSA or local Fire Authority
 - Civil Engineering (DSA has confirmed ACS review is not required, thus CE is not included)

- ADA upgrades
- Necessary info to be provided by AUSD at commencement of project:
 - Hazmat reports
 - As-builts plans of existing buildings

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	Joel Williams
Project Architect:	TBD
- 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:	
Structural Engineer:	
Mechanical Engineer:	Costa Engineers
Electrical Engineer:	
- 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 **Pre-Design / Architectural Program Development Phase through Project Close-Out Phases:**

An amount not to exceed the figure derived from the Construction Cost Budget, including all subconsultants' fee(s), based on the following fee schedule:

**Wood Middle School – Mechanical Systems Upgrade
Architect Fee – OPSC funding – MODERNIZATIONS**

Total Cumulative	Estimated Construction Cost Budget (Hard Costs)		% of Hard Costs	Estimated Total
	1st 500k	\$0.00	12.00%	\$60,000
	2nd 500k	\$0.00	11.50%	\$57,500
	next \$1m	\$0.00	11.00%	\$110,000
	next \$4m	\$0.00	10.00%	\$45,000
	next \$4m	\$0.00	9.00%	
	in excess of \$10m	\$0.00	8.00%	
		Architectural Estimated Fee:		\$272,500
		Credit for Previous Work:		-\$73,990
		Total Fee:		\$198,510
Reimbursable expenses not to exceed: (Not part of architectural estimated fee)				\$8,200
Estimated Construction Cost Budget:				\$2,450,000

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 \$2,450,000, resulting in an initial fee of \$272,500. 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:

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	\$ 210.00
Architect - Associate	\$ 195.00
Project Architect/Designer	\$ 190.00
Job Captain	\$ 180.00
Construction Admin Project Manager	\$ 180.00
Specifications Writer	\$185.00
CADD/Drafting/BIM Modeler	\$165.00
Construction Admin Technician	\$155.00
Clerical	\$105.00

_____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:	_____

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: 03/30/2021

Date: March 29, 2021

By: 
Robbie Lyng (Mar 30, 2021 12:38 PDT)

By: 

Print Name: Robbie Lyng
Print Title: Senior Director of Construction

Print Name: Mark Quattrocchi
Print Title: Principal
License No.: C15438

Date: 03/30/2021

By: 
Shariq Khan (Mar 30, 2021 12:27 PDT)

Print Name: Shariq Khan
Print Title: Chief Business Officer

Date: _____

By: _____
Print Name: Mialisa Bonta
Print Title: School Board President



QUATTROCCHI KWOK
ARCHITECTS

March 18, 2021

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

RE: Measure I Modernization Project at Wood Middle School – Mechanical Systems Upgrade
QKA Project 1916.00

Dear Robbie,

In accordance with conversations and correspondences with you, we are pleased to provide you with a proposal for architectural services related to the design and construction of mechanical modernization work at the Wood Middle School campus.

Budget:

Based on the previous mechanical work for Wood Middle School, plus changes in scope identified below, the estimated construction budget for this mechanical project is \$2,450,000, exclusive of soft costs. This construction budget includes only HVAC improvements and all ancillary scope directly related to this work.

Scope Criteria:

This project is a restart of QKA project #1636.00, that we began with you in 2017. That project included SD, DD and CD phases. At the end of the CD the project was shelved, and was never submitted to DSA and never constructed.

Since then, some significant changes are required.

- First, at your direction the project has evolved to become an HVAC-only project, we will be backing out other modernization scopes such as door hardware replacement, toilet room reconfigurations and modernizations, site lighting, and fencing to name a few.
- Second, a code revision in 2019, which will require updates to the entire set in order to respond to the code revisions.

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

www.qka.com

- Lastly, after discussions with you, Costa Engineering and district mechanical consultant Marc Apodaca, much of the scope (particularly at the MPR building and administration) is changing, and thus redesign work is required here.
- Additional structural engineering is required for administration rooftop and classroom mechanical units.
- Due to design work already completed, and the schedule constraints, we believe we can omit the SD phase, and provide a very abridged DD phase before rolling directly into an expedited CD-CA phases of work.
- Our fee will reflect this abridged phasing and redesign work required by scope changes and code revisions.

Scope of Work:

The scope of modernization work includes the following:

1. Replace campus wide HVAC systems with new, code compliant system, including new classroom ventilation to meet current code requirements. This includes related mechanical, electrical, structural and architectural design services.

Services included:

- Cost Estimating at CD Level only
- Brief Design Development phase
- Preparation of Construction Document (CD) level plans and specifications for DSA submittal.
- DSA submittal, coordination, back check and close-out
- (1) Local Fire Dept. review meeting if required
- (2) pre-proposal meeting with MOF and consultants (occurred January and February 2021)
- (1) DSA Pre-application meeting (TBD)
- Bidding and Construction administration for RFI, RFP and submittal review, punch list and contractor close out using our Procore software

Services not included:

- | | |
|--|--|
| - Perimeter Fencing | - Engineering and design of |
| - Door hardware | unanticipated upgrade required by |
| - Fire Alarm Improvements | DSA or the Local Fire Authority |
| - Site topographic survey by civil | - Civil engineering (DSA has confirmed |
| engineer Soils Reports | that ACS review is not required, thus |
| - Property line review by civil engineer | civil engineering is not included) |
| - Site lighting | - ADA upgrades |

Necessary information to be provided by AUSD at commencement of project:

- Hazmat reports
- As-built plans of existing buildings

Compensation:

QKA proposes to provide services for a fee based on a percentage of the construction cost for modernization work. For purposes of this proposal, the Construction Cost Budget is set at an allowance of \$2,450,000. (escalated to 2021). This is an estimate only without full understanding yet of the costs for HVAC changes, such as the new boiler system at the multi-use building.

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%	\$45,000
next \$4m	9.00%	
in excess of \$10m	8.00%	
Total Fee		\$272,500

Compensation will be adjusted as necessary after the Bid and Construction Administration Phases.

Credit for work already done, under QKA project #1636.00:

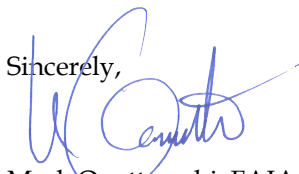
Enough of the current scope is like the prior project that we can bypass the SD phase, and 80% of the DD phase, before entering into a new CD-CA phases. We can provide the following credits per phase:

- For the SD phase: 100% credit of the SD fee, amounting to \$35,750
- For the DD phase: 85% credit for the DD fee, amounting to \$38,240
- Total Credit: \$73,990
- **Total Fee** – including credit for previous work **\$198,510**

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 \$8,200. Services requested by the District that are not included in this proposal will be provided as an Additional Service using the hourly rates included in Exhibit B of the Master Agreement.

If this proposal is acceptable, please prepare a Project Addendum for our review and signature. Thank you for the opportunity to provide this proposal.

Sincerely,



Mark Quattrocchi, FAIA
Principal, Quattrocchi Kwok Architects

cc: Priscilla Wong, AUSD