#### PROJECT ADDENDUM NO. 211615.2

TO

#### AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS

This Project Addendum No. 211615.2 to Agreement for Architectural Services for Measure I Bond Projects ("Addendum") is made as of October 19, 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"):

# Bay Farm School – New Classroom Building Additional Site Survey

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

- Brelje & Race to perform some additional site survey work required to verify existing path or travel and
  accessible parking requirements are met in preparation for the DSA submittal for the new classroom
  building.
- Scope of Supplemental Services:
  - Existing walkways with paired elevations at 15' o.c. for cross slope determination
  - o Top of curbs at all angle points, BCR, ECR, and at 25' o.c. maximum
  - Detail of existing ADA parking and ramps
  - Water valve boxes, irrigation boxes, dry utility structures
  - Visible surface utility
  - o Grade at existing tree trunk with diameter greater than 4" at 4' height, identify species

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:

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 QKA proposal letter dated October 12, 2021.

Current Total Fee	\$338,125
Increase for Addtl Site Survey	\$ 4,620
New Total Fee	\$342,745

- 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."**
- 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	<b>Hourly Rate</b>	
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: 10/19/2021 , 2021  By: Robbie Lyng (Oct 19/20/014:36 PDT)  Print Name: Robbie Lyng  Print Title: Senior Director of Construction	By: Print Name: Mark Quattocchi Print Title: Principal License No.: C15438
Date: 10/19/2021 , 2021  By: Shariq Khan (Oct 19, 2021 14:43 PDT)  Print Name: Shariq Khan  Print Title: Chief Business Officer	
Date:, 2021  By: Print Name: Jennifer Williams Print Title: School Board President	



October 12, 2021

Robbie Lyng Senior Director of Construction, MOF Alameda Unified School District 2060 Challenger Drive Alameda, CA 94501

RE: Bay Farm ES – Add'l Survey

Project No.: 1492.02

Robbie,

This letter describes the added scope and associated fee required for the civil engineer (Brelje & Race) to perform some additional site survey work required to verify existing path of travel and accessible parking requirements are met in preparation for the DSA submittal for the new classroom building.

# Scope of Supplemental Services

- Existing walkways with paired elevations at 15' o.c. for cross slope determination
- Top of curbs at all angle points, BCR, ECR, and at 25' o.c. maximum
- Detail of existing ADA parking and ramps
- Water valve boxes, irrigation boxes, dry utility structures
- Visible surface utility
- Grade at existing tree trunk with diameter greater than 4" at 4' height, identify species

The services described above will be provided for the lump sum of <u>\$4,620</u>. Our current total fee amount was \$338,125. With this additional amount the new total fee for the project will be \$342,745.

If this additional service is accepted, please forward an addendum to our current design contract.

Mark Quattrocchi, Principal in Charge

MAIN:

Sincerely,

636 Fifth Street, Santa Rosa, CA 95404

EAST BAY:

55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829

A California Corporation

www.qka.com