

PROJECT ADDENDUM NO. 2101
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum No. 2101 to Agreement for Architectural Services (“**Addendum**”) is made as of August 9, 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 **August 9, 2022** (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

Emma Hood Pool Replacement & Pool Building Modernization

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

- Project provides the replacement of two pools and pool deck including modernization of the existing pool changing building. Scope of work is to match the Encinal High School pool replacement project and includes the following:
 - Up to four (4) programming and design meetings with the District and City of Alameda Design Committee to finalize project scope, based on the Encinal High School pools.
 - One (1) board presentation
 - Preparation of SD, DD, and CD submittals including plans, project narratives or specification, and Cost Estimating at SD, DD, and CD phases.
 - DSA Submittal, coordination, backcheck, and close-out
 - Construction Administration (CA) for RFI, RFP and submittal review, punch list and contractor closeout using our Procore software. Use of other CA software will be provided as an Additional Service.
 - Coordination with District’s geotechnical engineer for pool foundation and deck structural engineering.
 - Civil engineering in coordination with aquatic consultant for site utility connections and finish grades.
 - Landscape architect services for pool entry and new pool fencing. Landscape architect services including coordination with future campus wide site development as indicated in the Alameda High School Master Plan.
 - If required by DSA for providing sufficient locker and toilet room facilities, provide required improvement plans to the main gymnasium locker rooms.
 - Coordinate with agencies having jurisdiction including public health and the Division of State Architect.
 - Facilities Include:
 - Demolition of existing dive pool
 - Demolition of swimming pool
 - Demolition and replacement of swimming pool decks and deck drainage
 - New swimming pool mechanical equipment and appurtenances
 - New teaching and recreational pool
 - New pool deck, deck lighting and path lighting
 - New pool timing system and scoreboard
 - Modernization including accessibility upgrades to the existing pool building including required structural upgrades based on District’s geotechnical engineer
 - Services not included:
 - Geotechnical reports (performed by District’s consultant)
 - Site topographic survey (performed By District’s consultant)
 - Hazardous materials report (performed by District’s consultant)

- Professional architectural renderings (may be provided 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
Studio Leader: Joel Williams

- 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:

Electrical: O'Mahoney & Myer
Mechanical: Costa Engineers
Structural: ZFA
Civil: Brelje & Race
Estimating: TBD Consulting Estimators

- 3.2.2. The Architect agrees to contract for or employ as Extra Services, the following Consultant(s) to be associated with the Project in the following capacities:

Landscape: Carducci Landscape Architects
Aquatic Consultant: Aquatic Design Group

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the Project.
- 3.4. The Architect shall not change any of the key personnel or Consultants 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.
- 3.5. 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.
- 3.6. 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.

- 3.7. 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 4. Schedule of Services

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in **Exhibit "A,"** to this Agreement so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C"** to this Agreement. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement, and subject to the terms of this Agreement, an amount equal to the following ("Fee"):
- 6.2. Fee will be based on the OPSC Fee schedule, plus applicable Extra Service consultants. Fee will be adjusted at the end of each phase based on District approved Construction Cost Budget. 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, or Guaranteed Maximum Price (GMP) exclusive of Construction Contingencies under Lease-Leaseback, accepted by District and any Additive Bid Alternates (whether awarded or not), and Change Orders agreed to by District and the contractor (deductive Change Orders and deductive Bid Alternatives shall not reduce "total construction costs" for purposes of this paragraph).

New Construction Fee Schedule: Initial Construction Cost Budget = \$ 10,500,000

Construction Cost	% of Construction Cost	Fee
1st \$500k	9.00%	\$45,000
2nd \$500k	8.50%	\$42,500
next \$1m	8.00%	\$80,000
next \$4m	7.00%	\$280,000
next \$4m	6.00%	\$240,000
in excess of \$10m	5.00%	\$25,000
Total Basic Services Fee		\$712,500
Reimbursable		\$50,000 NTE

Total Basic Services Fee:	\$712,500
Additional Services Consultants	
Aquatic Consultant	\$176,000
Landscape Architect	\$24,750
Allowance for Professional Renderings	\$6,000
Total Fee (basic services plus addtl services consultants)	\$919,250

- 6.3. Each portion of the project let separately on a segregated bid basis shall be considered a separate project for purposes of determining the fee.
- 6.4. Fee is exclusive of reimbursable expenses as defined in **Exhibit B** of the Master Agreement.
- 6.5. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.6. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.7. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error.
- 6.8. 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."**
- 6.9. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)

Per Master Agreement

Exhibit "B," Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

All rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services, unless agreed to in writing by the Parties and approved by the District's Board.

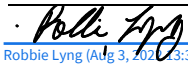
Exhibit "C" (SCHEDULE OF WORK)

Add the following to indicate the schedule for Architect's performance of the Project:

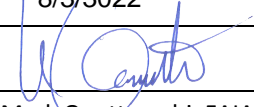
Phase	Date to be Completed <u>OR</u> Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
For Schematic Design Phase:	
For Design Development Phase:	
For Construction Documents Phase:	
For Bidding Phase:	
For Construction Administration Phase:	
For Close Out:	


IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Alameda Unified School District

Date: 08/03/2022
Signature: 
Robbie Lyng (Aug 3, 2022 3:39 PDT)
Print Name: Robbie Lyng
Print Title: Senior Director of Construction

Quattrocchi Kwok Architects, Inc.

Date: 8/3/2022
Signature: 
Print Name: Mark Quattrocchi, FAIA
Print Title: Principal

Date: 08/10/2022
Signature: 
Shariq Khan (Aug 10, 2022 14:12 PDT)
Print Name: Shariq Khan
Print Title: Assistant Superintendent, Business Services

Date: _____
Signature: _____
Print Name: Jennifer Williams
Print Title: Board President



QUATTROCCHI KWOK
ARCHITECTS

July 26, 2022

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

**RE: Emma Hood Pool Replacement & Pool Building Modernization
Project No. 2112.00**

Dear Robbie,

I am pleased to provide this proposal for architectural services for the Emma Hood Pool Replacement & Pool Building Modernization. The construction budget for this project, including construction escalation, is \$10.5 million - derived from using 70% of the Bond project budget of \$15 million.

Scope of Work

This project provides the replacement of two pools and pool deck including modernization of the existing pool changing building. The scope of work is to match the Encinal High School pool replacement project, and includes the following:

- Up to four programming and design meetings with the District and City of Alameda Design Committee to finalize project scope, based on the Encinal High School pools.
- One Board presentation.
- Preparation of SD, DD and CD submittals including plans, project narratives or specifications, and Cost Estimating at SD, DD, and CD phases
- DSA submittal, coordination, backcheck, and close-out
- Construction Administration (CA) for RFI, RFP and submittal review, punch list and contractor close out using our Procore software. Use of other CA software will be provided as an Additional Service.
- Coordination with District's geotechnical engineer for pool foundation and deck structural engineering.

MAIN:

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

- Civil engineering in coordination with aquatic consultant for site utility connections and finish grades.
- Landscape architect services for pool entry and new pool fencing. Landscape architect services including coordination with future campuswide site development as indicated in the Alameda High School Master Plan.
- If required by DSA for providing sufficient locker and toilet room facilities, provide required improvement plans to the main gymnasium locker rooms
- Coordinate with agencies having jurisdiction including public health and the Division of State Architect.
- Facilities Include:
 - Demolition of existing dive pool
 - Demolition of swimming pool
 - Demolition and replacement of swimming pool decks and deck drainage
 - New swimming pool mechanical equipment and appurtenances
 - New teaching and recreational pool
 - New pool deck, deck lighting and path lighting
 - New pool timing system and scoreboard
 - Modernization including accessibility upgrades to the existing pool building including required structural upgrades based on District's geotechnical engineer.

Services Not Included:

- Geotechnical reports (performed by District's consultant)
- Site topographic survey (performed by District's consultant)
- Hazardous materials reports (performed by District's consultant)
- Professional architectural renderings (may be provided as an Additional Service)

Architectural Staff:

We propose the following key people to be associated with this project in the following capacities:

Principal in Charge:	Mark Quattrocchi
Studio Leader	Joel Williams

We propose to include the following consultants as part of our team on this project

Aquatic Consultant	Aquatic Design Group
Civil Engineer:	Brelje & Race
Structural Engineer:	ZFA
Mechanical Engineer:	Costa Engineers
Electrical Engineer:	O'Mahony & Myer
Landscape Architect	Carducci Landscape Architects
Consulting cost Estimator	TBD Consulting Estimators

Compensation

QKA proposes to provide services for a fee based on a percentage of the construction cost for new work.

For purposes of this proposal, the Construction Cost Budget is set at \$10,500,000 (70% of Bond project budget). The total fee is calculated in the following table:

Construction Cost	% of Construction Cost	Basic Services Fee
1st \$500k	9.00%	\$45,000
2nd \$500k	8.50%	\$42,500
next \$1m	8.00%	\$80,000
next \$4m	7.00%	\$280,000
next \$4m	6.00%	\$240,000
in excess of \$10m	5.00%	\$25,000
Total Basic Services Fee		\$712,500

Additional Services Consultants:

As described in the AUSD-QKA Master Agreement, Additional Services Consultants are invoiced in addition to Basic Services Fees. For the Emma Hood project these additional services are:

Aquatic Consultant	\$176,000	
Landscape Architect	\$24,750	
Allowance for Professional Renderings	<u>\$6,000</u>	
Total Additional Services Consultants		<u>\$206,750</u>

TOTAL FEE (Basic Services plus Additional Services Consultants) **\$919,250**

Compensation will be adjusted as necessary if the budget increases and for Bid and Construction Administration Phases.

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 \$50,000. 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.

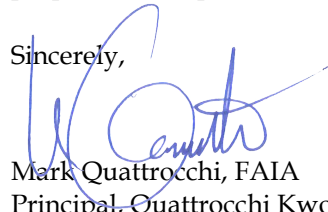
Project Schedule

Work will be performed in accordance with mutually agreed upon project schedule. It is anticipated the project will commence design Fall of 2022 with construction commencing in early 2024.

All work will be performed in accordance with the Master Agreement for Architectural Services on District Measure B Bond Program Projects.

Thank you for the opportunity to provide this proposal. Please let me know if you have any questions. If this proposal is acceptable, I look forward to receiving a completed Project Addendum for my signature.

Sincerely,



Mark Quattrocchi, FAIA
Principal, Quattrocchi Kwok Architects

cc: Priscilla Wong, AUSD