

PROJECT ADDENDUM NO. 2104
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum No. 2104 to Agreement for Architectural Services (“**Addendum**”) is made as of January 9, 2023 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**”):

Wood Middle School Campus Modernization & New Construction

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

- **Modernization**
 - Reconfigure reception and administration area per AUSD Safety & Security Design Standards
 - New Floor Finished
 - New Lighting
 - Electrical upgrades
 - HVAC upgrades not already provided in the underway HVAC upgrade project
 - New Fire Alarm System
 - New Door Hardware
 - New Doors as required
 - Windows upgrades at 3-story classroom building
 - New Paint
 - Accessibility Upgrades
- **New Classrooms**
 - 4 standard classrooms (described under Measure B)
 - 3 STEAM classrooms (described under Measure I)
- **New Gymnasium**
 - Gymnasium with multisport court striping including an 84’ x 50’ basketball court
 - Limited bleacher seating
 - Small lobby with limited toilet rooms
 - Locker rooms including all-gender facilities
- **Site Improvements**
 - Entry quad shade structure
 - Minor site landscape
 - Accessibility upgrades including replacing existing noncompliant paving
 - New campus-wide fencing
 - Site lighting improvements
 - Increased bike parking
- **Increments** – the project will be separately packaged and submitted to DSA into the following Increments
 - Increment 1 – New Construction with its related site development
 - Increment 2 – Modernization and site development

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 Manager: 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 Structural Engineers
Civil: Brelje & Race

- 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 Architect
Energy for Title 24 Compliance
Elevator Consultant
Acoustical Engineer
Food Service Consultant
Fire Protection Consultant
Evaluation & Design Criteria Report & Foundation Study
New Cod Require Photovoltaic & Battery Backup Consultant

- 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).

Per attached QKA proposal, dated November 7, 2022.

New Construction Fee Schedule: Initial Construction Cost Budget = \$ 23,549,507

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%	\$677,475
	Total Basic Services Fee for New Construction	\$1,364,975

Modernization Fee Schedule: Initial Construction Cost Budget = \$ 18,952,694

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%	\$400,000
next \$4m	9.00%	\$360,000
in excess of \$10m	8.00%	\$716,216
	Total Basic Services Fee for Modernization	\$1,703,716

Additional Services for Consultants:

Additional Services (includes QKA markup)	Fee
Landscape Architect	\$169,575
Energy (T-24 Compliance)	\$17,352
Elevator Consultant	TBD
Acoustical Engineer	\$42,000
Food Service Consultant	\$18,900
Fire Protection Consultant	\$126,000
Evaluation & Design Criteria Report & Foundation Study	\$49,500
New Code Required Photovoltaic (PV) Panels & Battery Backup for New Construction – O’Mahony & Myer Electrical Engineer & QKA	\$50,000
Additional Services Subtotal	\$473,327

Grand Total Fee:

New Construction	\$1,364,975
Modernization	\$1,703,716
Additional Services for Consultants	\$473,327
Grand Total Fee	\$3,542,018

- 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. Reimbursable expenses for this project are not expected to exceed \$25,000.
- 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:

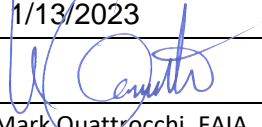
Phase	Date to be Completed <u>OR</u> Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
For Schematic Design Phase:	January 1, 2023, to April 18, 2023
For Design Development Phase:	April 19, 2023, to August 4, 2023
For Construction Documents Phase:	August 7, 2023, to December 18, 2023
For Bidding Phase:	TBD
For Construction Administration Phase:	TBD
For Close Out:	TBD


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

Alameda Unified School District

Date: 01/17/2023
Signature: 
Robbie Lyng (Jan 17, 2023 13:55 PST)
Print Name: Robbie Lyng
Print Title: Senior Director of Construction

Quattrocchi Kwok Architects, Inc.

Date: 1/13/2023
Signature: 
Print Name: Mark Quattrocchi, FAIA
Print Title: Principal

Date: 01/17/2023
Signature: 
Shariq Khan (Jan 17, 2023 14:01 PST)
Print Name: Shariq Khan
Print Title: Assistant Superintendent, Business Services

Date: _____
Signature: _____
Print Name: Heather Little
Print Title: Board President