

**PROJECT ADDENDUM NO. 2121  
TO  
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum No. 2121 to Agreement for Architectural Services (“**Addendum**”) is made as of February 15, 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**”):

**Alameda High School Kofman Auditorium Minor Stage Upgrades**

**Scope of Work - Schematic Design to Closeout Services**

The Scope of Work for the minor Kofman Auditorium upgrades are the result of the school staff and community Programming services as described in the 2022.01.18 Alameda HS - Kofman Theatre Proposed Scope summary by The Shalleck Collaborative. Note that “stretch goals” indicated will be provided as budget allows. In general, the services include:

1. Maximum construction bid day budget of \$2.1 million - unless District approves an increase.
2. Limited rigging upgrades as budget and Division of State Architect (DSA) allows including new dead hung battens for lighting and masking drapes.
3. Limited audio-visual equipment upgrades including new mixing console.
4. Drapery upgrades as budget allows.
5. New motorized screen and video projector as budget allows.
6. New lighting consul including dimmer rack, new power receptacles and low voltage DMX distribution.
7. New balcony safety rail at end of stairs only.
8. Electrical engineering as required for theatrical improvements.
9. Structural engineering as required for theatrical improvements.
10. DSA required accessibility improvements. The scope of accessibility upgrades is not yet known and may include new dressing rooms, path of travel upgrades or accessible seating.
11. Fire alarm upgrades as required.

**Excluded Services:**

Work under this proposal is limited to that described in the 2022.01.18 Alameda HS - Kofman Theatre Proposed Scope summary by The Shalleck Collaborative. No mechanical engineering is included but can be provided as an additional services consultant.

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:

Theatrical Consultant: The Shalleck Collaborative  
Electrical: O'Mahoney & Myer  
Structural: ZFA Structural Engineers  
Estimating: TBD Consulting Estimators

- 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”):

<b>Total Fee:</b>	<b>\$468,000</b>
Reimbursables:	\$5,000 (NTE)

- 6.2. Fee is exclusive of reimbursable expenses as defined in **Exhibit B** of the Master Agreement.
- 6.3. District shall pay Architect the Fee pursuant to the provisions of **Exhibit “D.”**
- 6.4. Architect shall bill its work under this Agreement in accordance with **Exhibit “D.”**
- 6.5. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect’s error.
- 6.6. 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.”**
- 6.7. 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)**

The following 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.

**Quattrocchi Kwok Architects  
Hourly Rate Schedule  
For Calendar Year 2023**

Principal	\$260/hr.
Project Manager/Associate/Director	\$240/hr.
Project Architect/Designer	\$225/hr.
Job Captain	\$210/hr.
Construction Admin Project Manager	\$220/hr.
Assistant Construction Admin Project Manager	\$200/hr.
Interior Designer	\$220/hr.
Junior Designer	\$195/hr.
Construction Admin Project Coordinator	\$185/hr.
Administrative	\$135/hr.
Consultants: 1.10 times the consultants’ standard hourly rates.	

**Exhibit “C” (SCHEDULE OF WORK)**

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

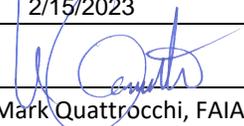
Phase	Date to be Completed <u>OR</u> Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
For Schematic Design Phase:	TBD
For Design Development Phase:	TBD
For Construction Documents Phase:	TBD
For Bidding Phase:	TBD
For Construction Administration Phase:	TBD
For Close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

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

**Alameda Unified School District**

Date: 02/23/2023  
Signature:   
Robbie Lyng (Feb 23, 2023 11:45 PST)  
Print Name: Robbie Lyng  
Print Title: Senior Director of Construction

**Quattrocchi Kwok Architects, Inc.**

Date: 2/15/2023  
Signature:   
Print Name: Mark Quattrocchi, FAIA  
Print Title: Principal

Date: 02/23/2023  
Signature:   
Shariq Khan (Feb 23, 2023 12:45 PST)  
Print Name: Shariq Khan  
Print Title: Assistant Superintendent, Business Services

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: Heather Little  
Print Title: Board President