### PROJECT ADDENDUM NO. 211606.8.1

#### TO

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

This Project Addendum No. 211606.8.1 to Agreement for Architectural Services for Measure I Bond Projects ("Addendum") is made as of September 26, 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 December 10, 2013 ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

### Perimeter Fencing Project at Alameda High School and Encinal High School Fee Adjustment

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

## Planning Services Phase

- Meetings as required with school and district staff to discuss and review fencing needs.
- Field investigation and required drawing review.
- Provide site plan options for new gates and fences for district review and comment.
- Create final fencing and gate concept plan.
- Excluded from the Planning Services Phase is cost estimating and drawings for DSA approval and construction.

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

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:

No Consulting Engineers for this Project

- 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 on an hourly basis with an initial authorization equal to the following ("Fee"):

Alameda HS and Encinal HS Original Fee	\$25,000
Fee Adjustment	\$25,000
New Fencing Project Total:	\$50,000

Should services exceed this initial authorization, QKA will request an increased fee authorization. See per attached Proposal from QKA dated September 26, 2023.

## 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	\$ 260.00	
Architect - Associate	\$ 240.00	
Project Architect/Designer	\$ 225.00	
Job Captain	\$ 210.00	
Construction Admin Project Manager	\$220.00	
Assistant Construction Admin Project Manager	\$200.00	
Interior Designer	\$220.00	
Junior Designer	\$195.00	
Construction Admin Project Coordinator	\$185.00	
Administrative	\$135.00	

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

**Alameda Unified School District** 

Date: \_ 10/18/2023

Signature: Robbie Lyng (Oct 18, 20 715:00 PDT)

Name: Robbie Lyng

Title: Senior Director of Construction

Date: \_ 10/18/2023

Signature: Shariq Khan (Oct 18, 2023 15:25 PDT)

Name: Shariq Khan

Title: Assistant Superintendent, Business Services

Quattrocchi Kwok Architects, Inc.

Date: \_10/17/2023

Title: Principal License No.: C15438



September 26, 2023

Shariq Kahn, CBO Alameda Unified School District 2060 Challenger Drive Alameda, CA 94501

RE: New Gates & Fences - Alameda and Encinal High Schools

Project No.: 2207.00

Dear Shariq,

I am writing to provide this Fee Increase proposal to our ongoing preliminary design services for new gates and fences at Alameda and Encinal High Schools. Our work for Encinal High School was recently completed and similar preliminary fence and gate design services have just commenced for Alameda High School. The entirety of the \$25,000 design fee provided in AUSD Project Addendum 211606.8 was utilized to complete the work for Encinal High School. This was due to attending more design meetings than anticipated including numerous design alternatives, and significant coordination meetings and design options with the City of Alameda regarding their upcoming street improvements and bike lane.

This letter provides the design fee increase needed to undertake similar services for Alameda High School.

# **Scope of Services:**

Like Encinal High School, the Alameda High School design services will study the existing fencing and gates as well as options for new front of school fences and gates along the Central Avenue Frontage. Unlike Encinal HS, the services for Alameda High School will likely include providing fencing and gate options for the school's two parking lots. Fortunately, unlike Encinal High School, we are unaware of any required coordination with the City of Alameda for the new fencing and gate work.

Similar to the work at Encinal HS, the Alameda HS preliminary services include:

## **Planning Services Phase**

- Meetings as required with school and district staff to discuss and review fencing needs.
- Field investigation and required drawing review.
- Provide site plan options for new gates and fences for district review and comment.

#### 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

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- Create final fencing and gate concept plan.
- Excluded from the Planning Services Phase is cost estimating and drawings for DSA approval and Construction.

# **Design Services Phase:**

• Upon approval to proceed with the fencing and gates from the Planning Services Phase, QKA will provide a fee proposal for design services, DSA approval and construction.

## Compensation

The current AUSD Project Addendum 211606.8 provided an <u>hourly</u> design fee of \$25,000. The hourly rates remain the same as the District approved Addendum. While it is hoped the needed services for Alameda HS will be less than those for Encinal, I am requesting an authorization increase of \$25,000. As an hourly service, if not all of the \$25,000 increase is needed, QKA will not bill for the entire fee increase.

Combined with the previously approved fee, our revised Total hourly authorization for this project will be \$50,000. Should services exceed this authorization, QKA will request an increased fee authorization. This fee increase is exclusive of the previously approved reimbursable allowance and is not anticipated to increase from that.

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

Sincerely,

Mark Quattrocchi, FAIA

cc: James Tu, AUSD