

PROJECT ADDENDUM NO. 2187.1
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum No. 2187.1 to Agreement for Architectural Services (“**Addendum**”) is made as of January 10, 2024 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**”):

New Encinal Junior & Senior High School Stadium
Additional Services

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

The Encinal Junior & Senior HS Stadium audio system will be completed by The Shalleck Collaborative and includes planning, criteria, design, and oversight as described below for the following AV Systems:

- Pole-mounted loudspeaker system to cover home/visitor and playing field areas.
- Control position at press box
- Press audio output for radio/TV use at press box and/or rooftop

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
Project Design: Bryan Chubb

- 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: Brelje & Race Civil Engineers
Electrical: O’Mahoney & Myer
Estimating: TBD Consulting Estimators
Landscape: Carducci Landscape Architects

- 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:

AV Consultant: The Shalleck Collaborative

- 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).

Current Total Fee (per PA 2187)	\$954,730
AV Consultant	\$ 20,475
New Total Fee	\$975,205

- 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)

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.	

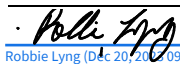
Exhibit "C" (SCHEDULE OF WORK)


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

Phase	Date to be Completed OR Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
For Schematic Design Phase:	May 2023
For Design Development Phase:	August 2023
For Construction Documents Phase:	December 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.

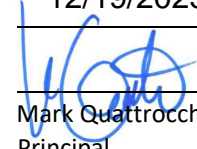
Alameda Unified School District

Date: 12/20/2023
Signature: 
Robbie Lyng (Dec 20, 2023 09:22 PST)
Print Name: Robbie Lyng
Print Title: Senior Director of Construction

Date: 12/20/2023
Signature: 
Shariq Khan (Dec 20, 2023 09:41 PST)
Print Name: Shariq Khan
Print Title: Assistant Superintendent, Business Services

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

Quattrocchi Kwok Architects, Inc.

Date: 12/19/2023
Signature: 
Print Name: Mark Quattrocchi, FAIA
Print Title: Principal



QUATTROCCHI KWOK
ARCHITECTS

2187.00/A6

October 24, 2023

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

RE: Replacement Encinal High School Stadium
Project No.: 2187.00

Dear Robbie,

I am writing to provide an Additional Services consultant for the Encinal High School stadium for audio systems. It has taken us until now to find a consultant capable of providing these complex audio reinforcement systems.

Scope of Work The Encinal HS Stadium audio system will be completed by The Shalleck Collaborative and includes planning, criteria, design, and oversight as described below for the following AV Systems:

- Pole-mounted loudspeaker system to cover home/visitor and playing field areas.
- Control position at press box
- Press audio output for radio/TV use at press box and/or rooftop

As described in our master agreement, AV consulting services are an Additional Service.

Compensation The Additional Services fee for the AV services will be a fixed fee of \$20,475. When added to the current fee under AUSD Addendum PA 2187 of \$954,730, our revised total fee for the project is \$975,205. The reimbursable fee remains unchanged.

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

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