

**PROJECT ADDENDUM 24003  
TO  
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum 24003 to Agreement for Architectural Services (“**Addendum**”) is made as of February 13, 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** (“**Architect**”) (collectively “**Parties**”) dated on or about February 13, 2024 (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

District Warehouse at Singleton, located at 250 Singleton Avenue, Alameda, as further described in the Project Scope attached hereto as Exhibit “A”.

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

- Schematic Design through closeout phases for a new, prefabricated steel warehouse building

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:	<u>Mark Quattrocchi</u>
Studio Leader:	<u>Joel Williams</u>
Project Architect:	<u>Bryan Chubb</u>

- 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:	<u>O’Mahony &amp; Myer</u>
Mechanical:	<u>Costa Engineers</u>
Civil:	<u>Brelje &amp; Race</u>
Landscape:	<u>Carducci Landscape Architect</u>
Food Service:	<u>Larry Ballinger</u>

- 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,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** 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 5. Construction Cost Budget.**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. 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, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. 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 Addendum to the Agreement, and subject to the terms of this Agreement, an amount equal to the following ("Fee"):

Per attached QKA Proposal letter, dated December 20, 2023

Design Services Fee	\$299,850
Reimbursable Expenses	\$25,000 (NTE)

- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. 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."**
- 6.6. 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)**

Add the following to indicate the number of meetings for each Phase indicated in the following sections:

- 9.3. Meetings During Project Initiation Phase (\_\_\_\_\_) meeting (s))
- 9.4. Initial Site Visits (\_\_\_\_\_) meeting (s))
- 9.5. Meetings During Architectural Program (\_\_\_\_\_) meeting (s))
- 9.6. Meetings During Schematic Design Phase (\_\_\_\_\_) meeting (s))
- 9.7. Meetings During Design Development Phase (\_\_\_\_\_) meeting (s))
- 9.7.2. Value Engineering Workshop (\_\_\_\_\_) meeting (s))
- 9.8. Meetings During Construction Documents Phase (\_\_\_\_\_) meeting (s))
- 9.9. Meetings During Bidding Phase (\_\_\_\_\_) meeting (s))

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

Replace **Section 11** 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.

<b>BASIC HOURLY RATE SCHEDULE</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Principal	\$270/hr.
Project Manager/Associate/Director	\$250/hr.
Project Architect/Designer	\$235/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.

**Exhibit "C" (SCHEDULE OF WORK)**

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

<b>Phase</b>	<b>Date to be Completed OR Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase</b>
Pre- Design/Architectural Program Development Phase:	TBD days
For Schematic Design Phase:	TBD days
For Design Development Phase:	TBD days
For Construction Documents Phase:	TBD days

For Bidding Phase:	TBD days
For Construction Administration Phase:	TBD days
For Close Out:	TBD, 201__


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

Dated: \_\_\_\_\_, 20\_\_

Dated: February 13, 2024

**Alameda Unified School District**

**Quattrocchi Kwok Architects**

Signature:   
Robbie Lyng (Feb 7, 2024 16:00 PST)

Signature: 

Print Name: Robbie Lyng


Print Name: Mark Quattrocchi

Print Title: Senior Director of Construction

Print Title: Principal

Date: 02/07/2024

Date: February 13, 2024

Signature:   
Shariq Khan (Feb 7, 2024 17:07 PST)

Print Name: Shariq Khan

Print Title: Assistant Superintendent

Date: 02/07/2024

Signature: \_\_\_\_\_

Print Name: Jennifer Williams

Print Title: Board President

Date: \_\_\_\_\_



QUATTROCCHI KWOK  
ARCHITECTS

November 7, 2023, **Revised** December 20, 2023

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

RE: Alameda USD Warehouse - Singleton Avenue  
Project #2251.00

Dear Robbie,

We are pleased to provide this Revised proposal for architectural services for a new Alameda USD Warehouse at 250 Singleton Avenue, Alameda. This proposal supersedes the previous September 15 proposal. The project is based on the Central Kitchen and District Warehouse Preliminary Design Review that was approved by the City of Alameda at the May 22, 2023 Planning Board meeting but will not include the central kitchen building or related central kitchen on-and off-site work. Our professional services will include Schematic Design through Closeout phases for the Warehouse and required sitework, with permitting handled with the city rather than DSA.

### **Scope of Work**

The project consists of Schematic Design through Closeout phases for a new, prefabricated steel warehouse building. This building is intended to include refrigerated and dry food storage for use by the district food services, as well as additional storage for various departments in the district. In order to accommodate food storage, a single-occupant toilet room will need to be provided along with a hot water heater for the handwash sink. The site plans should include outlines only for the central kitchen building and street frontage improvements shown in the preliminary design approval documents, with annotations indicating that scope is for a future phase of work.

**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](http://www.qka.com)

The estimated construction cost for the warehouse project is \$3,200,000 exclusive of change orders and non-construction costs.

## Architectural Staff

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

Principal in Charge: Mark Quattrocchi  
 Project Manager: Joel Williams  
 Project Architect: Bryan Chubb

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

Food Service: Larry Ballinger  
 Civil Engineer: Brelje & Race  
 Mechanical Engineer: Costa Engineers  
 Electrical Engineer: O'Mahony & Myer  
 Landscape Architect: Carducci Landscape Architect

## Compensation

Basic Services of Design Through Closeout: QKA proposes to provide Basic Services for a fee based on a percentage of the construction cost for new construction work. The Construction Cost Budget is estimated to be \$3,200,000, with the professional services fee calculated using the following table;

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%	\$84,000
next \$4m	6.00%	-
in excess of \$10m	5.00%	-
<b>Total Fee</b>		<b>\$251,500</b>

Compensation will be adjusted to account for changes in scope and as necessary at the end of each design phase, after the Bid and/or during Construction Administration Phases.

Additionally, QKA will credit the District for the majority of the Schematic Design phase for this warehouse project, as much of that was covered by our Additional Services fees for the City's Design Review submittal. This results in a one-time **fee credit of \$25,150**.

Additional Services. For Basic Services (Design Through Closeout), there will be at least three additional services consultants with fees in addition to the Basic Services as follows:

- Larry Ballenger, Food Service           \$ 16,800
- Carducci Landscape Architects       \$ 47,250
- Fire Sprinkler Consultant           \$ 9,450
- Other Additional Services Consultants as required.

Services requested by the district that are not included in this proposal will be provided as an Additional Service using the current QKA hourly rates.

**Including the one-time Schematic Design Fee Credit, the total fee for this project is calculated to be \$299,850.**

Reimbursable Expenses: Compensation is exclusive of reimbursable expenses that may include copying, plotting, mileage, and postage. Costs for these items will be billed at direct cost plus 5% and are not expected to exceed \$25,000.

## **Project Schedule**

Work will be performed in accordance with mutually agreed upon project schedule to commence sometime in December 2023 that will be defined upon execution of this agreement.

All work will be performed in accordance with the District's Agreement for Architectural Services.

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 will look forward to receiving a completed Project Addendum for my signature.

Sincerely,

Mark Quattrocchi, FAIA

CC: James Tu, AUSD; Carol Tonelli, QKA

Encl: QKA Hourly Rates - 2023

**QKA 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.
CADD/Drafting / BIM Modeler	\$195/hr.
Construction Admin Project Coordinator	\$185/hr.
Clerical	\$135/hr.

Consultants: 1.10 times the consultants' standard hourly rates.

The above rates are effective January 1, 2023 and are in effect for the calendar year 2023. On January 1 of each of the subsequent years, the above rates shall be adjusted at the rate of the Consumers Price Index as published by the Bureau of Labor Statistics.