

PROJECT ADDENDUM NO. 211614.1
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS

This Project Addendum No. 211614.1 to Agreement for Architectural Services (“**Addendum**”) is made as of June 26, 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 **April 8, 2015** (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

Earhart Elementary School Modernization Fee Adjustments

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

- Increased basic services fee based on revised GMP of \$5,422,325.00

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 Engineer: Brelje & Race
Electrical Engineer: O’Mahoney & Myer
Structural Engineer: ZFA
Mechanical Engineer: Costa Engineers

- 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).

| | |
|---------------------------------------|------------------|
| Original Total Fee (per PA 211614) | \$347,500 |
| Fee Adjustments | \$254,287 |
| Revised Fee | \$601,787 |
| Reimbursable Expenses (Not to Exceed) | \$ 17,375 |
| Revised Total Fee | \$619,162 |

- 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 2024**

| | |
|---|-----------|
| 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: | Completed |
| For Construction Administration Phase: | Completed |
| For Close Out: | Completed |

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

Alameda Unified School District

Date: 06/17/2024
Signature: *Monty Patterson*
Print Name: Monty Patterson
Print Title: Senior Director of Construction

Quattrocchi Kwok Architects, Inc.

Date: June 10, 2024
Signature: *Mark Quattrocchi*
Print Name: Mark Quattrocchi, FAIA
Print Title: Principal

Date: 06/17/2024
Signature: *Shariq Khan*
[Shariq Khan \(Jun 17, 2024 13:13 PDT\)](#)
Print Name: Shariq Khan
Print Title: Assistant Superintendent, Business Services

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



QUATTROCCHI KWOK
ARCHITECTS

July 11, 2023
Revised June 5, 2024

Pedro Mora
Construction Project Manager
Alameda Unified School District
2060 Challenger Dr.
Alameda, CA 94501

Project: Earhart Elementary School Modernization
Project No: 1871.00
Subject: Fee Adjustment Request for GMP - Revised

Dear Pedro,

The purpose of this letter is to revise our original, July 11, 2023, request for a fee adjustment for the Earhart Elementary School Modernization.

The original fee for Basic Services on this project of \$347,500 was based on an initial construction budget of \$3,200,000. The GMP has been recorded at \$5,568,825, including bid contingencies. Based on our meeting, we are removing the item for the Sewer Line Replacement in the amount of \$146,500, reducing the GMP to \$5,422,325. We are also, based on that meeting, adding in the approved Change Orders in the amount of \$320,543.

These adjustments generate a new Basic Services fee of \$569,733 plus \$32,054 for Change Orders (\$320,543 @ 10%), a total increase of \$254,287. When added to the current fee of \$347,500, the adjustments bring the total project fee, exclusive of reimbursable expenses, to \$601,787.

If this is acceptable, please prepare an addendum to Project Agreement # 211614, for our signature. If you have any comments or questions, please do not hesitate to call.

Sincerely,

Mark Quattrocchi, FAIA Principal

cc: James Tu, AUSD

MAIN:

636 Fifth Street, Santa Rosa, CA 95404

EAST BAY:

55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829

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