

**PROJECT ADDENDUM NO. 2108.00**  
**TO**  
**Master Agreement For Architectural Services For Measure B Bond Projects**

This Project Addendum No. 2108.00 to Agreement for Architectural Services (“**Addendum**”) is made as of August 28, 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 Gymnasium**  
**Basic & Extra Services Fees**

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

The project provides a new, full-size gymnasium with 50’x94’ basketball court and additional multisport striping, limited bleachers, and a small lobby with limited toilet rooms

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 Manager: 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:

Brelje & Race Civil Engineers – Paul Bartholow  
O’Mahony & Myer Electrical Engineers – Pieter Colenbrander  
Costa Mechanical & Plumbing Engineers – Chris del Core  
ZFA Structural Engineers – Chris Warner  
TBD Consulting Estimators – Brian Tolland

- 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:

Carducci Landscape – Vince Lattanzio  
Dohn and Chu Acoustical Engineers – Bill Dohn

- 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).

Basic & Extra Services Fee	\$1,147,891
Reimbursables (NTE)	\$25,000
<b>New Total Fee</b>	<b>\$1,172,891</b>

- 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 9 (MEETINGS / SITE VISITS / WORKSHOP)**

Per Master Agreement

#### **Exhibit "B," Section 13 (CRITERIA AND BILLING FOR EXTRA SERVICES)**

All 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.

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

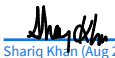
Add the following to indicate the schedule for Architect's performance of the Project:

<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>
For Schematic Design Phase:	January 2025
For Design Development Phase:	April 2025
For Construction Documents Phase:	August 2025
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.

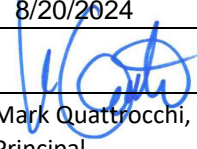
**Alameda Unified School District**

Date: 08/20/2024  
Signature: *Monty Patterson*  
Print Name: Monty Patterson  
Print Title: Senior Director of Construction

Date: 08/20/2024  
Signature:   
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: 8/20/2024  
Signature:   
Print Name: Mark Quattrocchi, FAIA  
Print Title: Principal



QUATTROCCHI KWOK  
ARCHITECTS

2315.00/A6

August 14, 2024 **Revised** August 19, 2024

Monty Patterson  
Senior Director of Construction  
Alameda Unified School District  
2060 Challenger Drive  
Alameda, CA 94501

RE: New Encinal High School Gymnasium  
Project No.: 2315.00

Dear Monty,

I am pleased to provide this Revised proposal for the New Encinal High School Gymnasium.

### **Scope of Work**

The project provides a new, full-size gymnasium with 50'x94' basketball court and additional multisport striping, limited bleachers, and a small lobby with limited toilet rooms as described in the July 5, 2022, Board approved Master Plan Update.

### **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

### **BASIC SERVICES Consulting Team**

Brelje & Race Civil Engineers – Paul Bartholow  
O'Mahony & Myer Electrical Engineers – Pieter Colenbrander  
Costa Mechanical & Plumbing Engineers – Chris del Core  
ZFA Structural Engineers – Chris Warner  
TBD Consulting Estimators – Brian Tolland

### **ADDITIONAL SERVICES Consulting Team**

Carducci Landscape – Vince Lattanzio  
Dohn and Chu Acoustical Engineers – Bill Dohn

#### **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

### Compensation

QKA proposes to provide Basic Services as a percentage of the construction cost calculated as defined in our Master Agreement. The District budget for this project was determined in the July 2022 Master Plan Update at \$21,180,991. Using 30% non-construction costs, this provides a construction allowance of \$14,826,694.

The New Construction fee is calculated using the following table: New Construction = \$14,826,694

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%	\$280,000
Next \$4m	6.00%	\$240,000
Next \$10m	5.00%	\$241,335
<b>New Construction Subtotal Fee</b>		<b>\$928,835</b>

**Additional Services consultants** will be required for this project. Those known at this time are included below. Others may be added as the need arises. Their proposed fees are as follows:

<b>Additional Services</b> (includes QKA markup)	<b>Fee</b>
Landscape Architect - Carducci	\$102,113
AFSS Engineer - Costa	\$68,250
Acoustical Engineer – Chu and Dohn	\$12,600
Rendering Consultant – Robert Becker	\$5,644
PV/Battery Engineering - OMM	\$17,850
EV Engineering - OMM	\$3,150
Energy Analysis for DSA – G&B	\$9,450
<b>Additional Service Subtotal</b>	<b>\$219,056</b>

**The Grand Total fee for this project is calculated to be \$1,147,891.**

Compensation will be adjusted as necessary after the Design, Bid and Construction Administration Phases.

Compensation is exclusive of reimbursable expenses that may include copying, plotting, and postage. Costs for these items will be billed at direct cost plus 5% and are not expected to exceed \$25,000. Services requested by the District that are not included in this proposal will be provided as an Additional Service using the attached hourly rates.

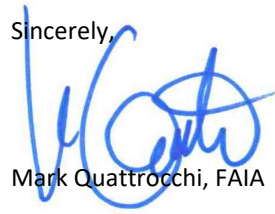
**Schedule:**

Anticipated Start:	September 2024
Programming Complete	October 2024
Schematic Design Complete	January 2025
Design Development Complete	April 2025
Construction Documents Complete	August 2025
Construction Start	Spring / Summer 2026

All work will be performed in accordance with the Master Agreement for Architectural Services on District Measure B Bond Program Projects, dated August 1, 2022.

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  
encl. QKA Hourly Rates

**Quattrocchi Kwok Architects  
Hourly Rate Schedule  
For Calendar Year 2024**

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.
Consultants: 1.05 times the consultants' standard hourly rates.	

The above rates are effective January 1, 2024, and are in effect for the calendar year 2024. 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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 800 Edgewood Place Windsor CA 95492-9207	<b>CONTACT NAME:</b> Nancy Reseigh <b>PHONE (A/C, No, Ext):</b> 925-298-9226 <b>FAX (A/C, No):</b> 925-299-0328 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Quattrocchi & Kwok Architects, Inc. 636 Fifth Street Santa Rosa CA 95404	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co of America <b>INSURER B:</b> Security National Insurance Company <b>INSURER C:</b> The Travelers Indemnity Company of CT <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

License#: 0D69293  
QUAT&KW-01**COVERAGES** **CERTIFICATE NUMBER: 1274028503** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6800J8414122447	5/13/2024	5/13/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA7R8031482447G	5/13/2024	5/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll deductible \$ 1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP8B5969372447	5/13/2024	5/13/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	SWC1492896	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Specific School District

**CERTIFICATE HOLDER****CANCELLATION**Alameda Unified School District  
2060 Challenger Drive  
Alameda CA 94501  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.