PROJECT ADDENDUM NO. 211608

TO

AGREEMENT FOR ARCHITECTURAL SERVICES FOR MEASURE I BOND PROJECTS

This Project Addendum No. 211608 to Agreement for Architectural Services for Measure I Bond Projects ("Addendum") is made as of September 27, 2017, 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 September 27, 2017 ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

Donald Lum Elementary School - Repair & Replacement Study

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

- QKA will work with ZFA Structural Engineers and their consulting cost estimator Dan Bartlett to provide the services outlines below:
 - ZFA will provide preliminary design sketches for existing foundation and structural system upgrades necessary to retain the existing Lum School buildings. This will require upgrades to meet current California Building Code (CBC) requirements.
 - O ZFA will provide preliminary design sketches for potential foundation design for new foundations for a replacement campus option. Foundation types will be mat slab (if possible) and Pier and grade beam.
 - QKA will provide campus wide CBC required accessibility and fire/life safety improvements for the option to alter existing buildings.
 - QKA will review accessibility improvements to existing building interiors including toilet room upgrades for current CBC requirements.
 - QKA will direct the consulting cost estimator for his work on both options. This will include a new campus option to increase the school by an additional 50% in classrooms (this will include increase area of core facilities).
 - The replacement campus cost estimate will be presented in OPSC estimate format. This will e
 invaluable for the District submittal for hardship funding of the campus.
 - Final deliverables will be existing campus upgrades to the existing campus and assumptions for the replacement campus.

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

Nick Stephenson

Project Architect:

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

Structural Engineer:

ZFA

Mechanical Engineer:

Costa Engineers

Electrical Engineer:

O'Mahony & Myer

- 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 an amount equal to the following ("Fee"):

Per QKA proposal dated September 27, 2017:

Fixed Fee: \$58,600

Reimbursables (10%): \$5,860

- 6.2. District shall pay Architect the Fee for all Services performed and 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 caused by Architect's error or omission unless (1) the change order resulted in the District requiring Architect to provide additional services and (2) for omissions only, the omission did not result in an increase to the cost of the Project as commissioned. District will meet and confer with Architect before denying a Fee increase based on subsection (2).
- 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 may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)

Add the following to indicate the number of meetings for each Phase as applicable:

To be determined.

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	\$ 215.00	
Architect - Associate	\$ 200.00	
Project Architect/Designer	\$ 195.00	
Job Captain	\$ 185.00	
Construction Admin Project Manager	\$ 185.00	
Specifications Writer	\$190.00	
CADD/Drafting/BIM Modeler	\$170.00	
Construction Admin Technician	\$160.00	
Clerical	\$110.00	

Consultant BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Managing Principal	
Senior Vice President/Regional Vice President	
Director of Cost Management	
Senior Cost Manager	
Cost Manager	
Cost Management Technician/Coordinator	

Exhibit "C" (SCHEDULE OF WORK)

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

Phase	Date to be Completed
Pre- Design/Architectural Program Development Phase:	
For Schematic Design Phase:	
For Design Development Phase:	
For Construction Documents Phase:	
For Bidding Phase:	
For Construction Administration Phase:	
For Close Out:	, 201

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

Alameda Unified School District	Quattrocchi Kwok Architects, Inc.
Print Name: Robbie Lyng Signature: Print Title: Director of Maintenance, Operations, and Facilities	Date: 9-28-2017 2017 Signature: Print Name: Mark Quattrocchi Print Title: President License No.: C15438
Date: 10-3-2017	
Print Name: Shariq Khan Signature:	
Date:, 2017	
Print Name:	
Signature: Print Title: School Board President	



September 27, 2017

Shariq Khan, CBO Alameda Unified School District 2060 Challenger Dr. Alameda, CA 94501

RE: Donald Lum Elementary School – Repair & Replacement Study QKA Job No. 1495.05

Dear Shariq,

I am writing as requested regarding further study of the Lum Elementary School. The district is interested in an investigation of the Lum School to evaluate construction costs to both repair and replace the school based on the recent discovery of liquefiable soils underlying the campus. This proposal provides our scope of services and fees for this work.

Scope of Work;

QKA will work with ZFA Structural Engineers and our consulting cost estimator Dan Bartlett to provide the services outlined below:

- ZFA will provide preliminary design sketches for exiting foundation and structural system upgrades necessary
 to retain the existing Lum School buildings. This will require building upgrades to meet current California
 Building Code (CBC) requirements.
- ZFA will provide preliminary design sketches for potential foundation design for new foundations for a replacement campus option. Foundation types will be mat slab (if possible) and Pier and grade beam
- QKA will provide campus wide CBC required accessibility and fire/life safety improvements for the option to alter existing buildings.
- QKA will review accessibility improvements to existing building interiors including toilet room upgrades for current CBC requirements.

636 Fifth St. Santa Rosa, CA 95404 P: 707.576.0829 F: 707.576.0295 A California Corporation

www.qka.com

- QKA will direct the consulting cost estimator for his work on both options. This will include a new campus
 option to increase the school by an additional 50% in classrooms (this will include increase area of core
 facilities).
- The replacement campus cost estimate will be presented in OPSC estimate format. This will be invaluable for the District submittal for hardship funding of the campus.
- Final deliverables will be existing campus upgrade and replacement cost estimate summaries, outline of areas
 and brief narrative describing the required upgrades to the existing campus and assumptions for the
 replacement campus.

Compensation:

QKA proposes to provide these services as a fixed fee of \$58,600 plus reimbursable expenses invoiced at direct cost plus 10%. If you approve this Supplemental Service Consultant Fees, please prepare a Project Addendum for our signature and send it to our Contracts Manager, Carol Tonelli, for processing.

Thank you for this opportunity. Please let me know if you have any questions.

Accepted on behalf of Alameda Unified School District

Shariq Khan, CBO

Date

Robbie Lyng, MOF Priscilla Wong, AUSD