

PROJECT ADDENDUM NO. 35

This Project Addendum No. 35 to Agreement for Architectural Services (“Addendum”) is made as of July 29th 2021, and forms a part of the Agreement for Architectural Services between **Mountain View Los Altos High School District**, a California public school district (“District”) and **Quattrocchi Kwok Architects, Inc.** (“Architect”) (collectively “Parties”) dated on or about January 8, 2018 (“Agreement”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“Project”):

Los Altos High School Cafeteria Modernization QKA Project #1949.00

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

- Reconfigure Cafeteria and Food Services to be more efficient and expand into spaces that have been relocated to new Student Services Building.
- Mechanical, Roofing and Accessibility improvements

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:	Eddie VanSlambrouck
Project Designer:	Diana Mendez

- 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:	O’Mahony & Myer Engineers
Mechanical:	Capitol Engineering
Civil:	HMH Engineering
Fire Protection:	Capitol Engineering
Door Hardware:	Larry L. Locuson
Title 24 / Energy Compliance:	Guttman & Blaevot Engineers
Security:	Catalyst Consulting
Kitchen:	Larry Ballinger
Cost Estimating:	TBD Cost Estimators

- 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”):

- 6.1.2 **Pre-Design / Architectural Program Development Phase through Project Close-Out Phases:** An amount not to exceed the figure derived from the Construction Cost Budget, including subconsultants’ fee(s), based on the following fee schedule:

Modernization Project

Total Cumulative	Estimated Construction Cost Budget (Hard Costs)		% of Hard Costs	Estimated Total
\$60,00	1st 500k	\$500,000	12.00%	\$60,000
\$117,500	2nd 500k	\$1,000,000	11.50%	\$57,500
\$227,500	next \$1m	\$2,000,000	11.00%	\$110,000
\$361,900	next \$4m	\$3,344,000	10.00%	\$134,400
\$	next \$4m	\$0.00	10.00%	\$
\$	in excess of \$10m	\$0.00	10.00%	\$
Total Estimated Fee:				\$361,900
Estimated Construction Cost Budget:				\$3,344,000

Construction Cost determined as 80% of Low Range of 1/8/2018 Program Budget w/o Change Orders

- 6.2. Extra Services consultants provided in addition to the fee schedule above shall be provided at direct cost plus ten percent (10%). For this Addendum, the Extra Services Consultants shall be:

Kitchen Consulting:	Larry Ballinger	\$17,600
Security Consulting:	Catalyst Consulting	\$33,385
Title 24 / Energy Compliance:	Guttman & Blaevot Engineers	\$2,200
Subtotal Extra Services Consultant Fee		\$53,185

6.2.1. Summary of Total Fees

Subtotal Extra Services Consultant Fee from 6.2 above	\$53,185
Subtotal Design Services Fees from 6.1.2 above	\$361,900
Reimbursable Expenses Allowance from 6.5.1 below	\$18,000
TOTAL Fees including Reimbursable Expenses	\$433,085

- 6.3. District shall pay Architect the Fee for all Services performed and pursuant to the provisions of **Exhibit "D."**
- 6.4. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.5. Reimbursable Expenses include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, and are in addition to fees listed above. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost for printing, copying, plotting, mileage, postage and other District approved expenses.
- 6.5.1. Architect may not exceed the total estimated amount unless approved by District. For this project Addendum, the total estimated Reimbursable Expense is: \$18,000
- 6.6. 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."**
- 6.7. 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:

Number of meetings shall be as indicated in Agreement

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.

Principal	\$240/hr.
Project Manager/ Associate	\$225/hr.
Project Architect/Designer	\$220/hr.
Job Captain	\$210/hr.
Construction Admin. Project Manager	\$220/hr.
Assistant Construction Admin. Project Manager	\$200/hr.
Specifications Writer	\$220/hr.
CADD/ Drafting/ BIM Modeler	\$195/hr.
Construction Project Coordinator	\$185/hr.
Clerical	\$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
Pre- Design/Architectural Program Development Phase:	10/22/21
For Schematic Design Phase:	11/12/21
For Design Development Phase:	1/14/22
For Construction Documents Phase:	5/2/22
For Bidding Phase:	8/11/22
For Construction Administration Phase:	7/5/24
For Close Out:	9/6/24

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

Mountain View Los Altos High School District

Date: _____, 20__

By: _____

Print Name:

Print Title:

Quattrocchi Kwok Architects

Date: August 2., 2021

By:  _____

Print Name: Mark Quattrocchi

Print Title: Principal

License No.: C15438