

**AMENDMENT NO. 2**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**WITH**  
**AEDIS ARCHITECTS**  
**FOR**  
**DISTRICT WIDE SHADE STRUCTURES**  
**(CONTRACT #857/14)**  
**SAN MATEO – FOSTER CITY SCHOOL DISTRICT**

**JUNE 20, 2019**

**AMENDMENT NO. 2  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
DATED JUNE 20, 2019**

Between:

OWNER: San Mateo - Foster City School District  
1170 Chess Drive  
Foster City, CA 94404  
(Hereinafter "District")

and

CONSULTANT: Aedis Architects, Inc  
387 South 1<sup>st</sup> Street, Suite 300  
San Jose, CA 95113  
(Hereinafter "Consultant")

SUBJECT:

Bayside STEM/STEAM Classroom Conversion  
Contract No. 857/14  
Amendment No. 2

1. The "Scope of Services" of the above referenced Agreement is hereby modified as follows:
  - A. **Add Service Agreement No. 2. – Highlands Elementary School**
    - a. **Provided power for light fixtures installed at one of the shade structures**
    - b. **Provided layout for an additional grading to provide ADA compliant pass of travel to the newly installed shade structure.**
  - B. **Add Service Agreement No. 3. – George Hall Elementary School**
    - a. **Provide architectural services for installation of a fire hydrant, as it requested by local fire authority within one year of shade structure installation.**
2. "Compensation and Payment" of our Agreement approved by the BOT 02/18/16 is hereby modified to allow for the additional fees required to implement the above changes. The present fee of architectural services of \$243,530.00 is hereby increased by a not-to-exceed fee of **\$18,545.00** for the scope of services mentioned above as ADA No. 3(refer to the Exhibit A for details) and by a not-to-exceed fee of **\$19,674.00**, (refer to the Exhibit B for details).The present fee of \$243,530.00 is hereby increased by not-to-exceed fee of **\$38,219.00** for a for a fixed fee of **\$281,749.00** for the architectural services.

The new contract amount is **\$281,749.00**.

3. The contract completion date of the project after receiving the Amendment did not change.

All other conditions of our Agreement (and subsequent Amendment(s) set forth above) remain in full force and effect as originally stated.

IN WITNESS WHEREOF, the Consultant has executed this Amendment, and the District by its officers, who is authorized to do so, has executed this Amendment.

CONSULTANT:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Joe Vela  
Principal

SAN MATEO - FOSTER CITY SCHOOL DISTRICT:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Carolyn Chow  
Chief Business Official



April 22, 2018

Alex Kristal  
San Mateo Foster City School District  
14735 Juniper Street  
San Leandro, CA 94579

Subject: District Wide Lunch Shelter Installation  
Highlands ES Additional Fee No. 2 – Electrical and Civil Services

Dear Mr. Kristal,

We are submitting this proposal for architectural service for the above mentioned project. The District has requested to provide power for light fixtures to be installed at (1) of the shade structures at Highlands ES. Additionally, the site would require extensive grading work to provide ADA POT to the new shade structures.

We will provide services to include additional Civil and electrical work.

**COMPENSATION**

Compensation for this Service is as follows:

Architectural Services:	\$6,830.00
Civil Services:	\$7,750.00
Electrical Services:	\$2,900.00
Aedis 10% mark-up:	\$1,065.00
<b>Total:</b>	<b>\$18,545.00</b>

Please do not hesitate to call us if you require additional clarification on any of the above points. Otherwise, we ask that you indicate your acceptance of this Proposal by signing the enclosed copy of this letter, which will become our working agreement, and return the same to our office.

We thank you for the opportunity to be of service.

Sincerely yours,  
AEDIS, Inc.

Joe A . Vela, AIA  
Principal

Accepted:

\_\_\_\_\_  
For San Mateo Foster City School District

Attachment: Civil Consultant Proposal  
Electrical Consultant Proposal

Cc: Eric Moss, Aedis  
Afsha Ali, Aedis  
Contract file



June 11, 2019

Alex Kristal  
San Mateo Foster City School District  
14735 Juniper Street  
San Leandro, CA 94579

Subject: District Wide Lunch Shelter Installation  
Add Service No. 3 – George Hall ES Fire Hydrant

Dear Mr. Kristal,

Per your request we are submitting proposal for architectural service for the above mentioned project. The local Fire authority has requested to include (1) fire hydrant as required to be installed within a year of completion of the new shade structures at the site. Our services will include additional Civil work as required. Please see the attached proposal from Carroll for your reference.

**COMPENSATION**

Compensation for this Service is as follows:

Architectural Services:	\$9,224.00
Civil Services:	\$9,500.00
Aedis 10% mark-up:	\$950.00
<b>Total:</b>	<b>\$19,674.00</b>

Please do not hesitate to call us if you require additional clarification on any of the above points. Otherwise, we ask that you indicate your acceptance of this Proposal by signing the enclosed copy of this letter, which will become our working agreement, and return the same to our office.

We thank you for the opportunity to be of service.

Sincerely yours,  
AEDIS, Inc.

Joe A. Vela, AIA  
Principal

Accepted:

\_\_\_\_\_  
For San Mateo Foster City School District

Attachment: Civil Consultant Proposal

Cc: Eric Moss, Aedis  
Afsha Ali, Aedis  
Contract file

# CARROLL ENGINEERING, INC.

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## AGREEMENT FOR ENGINEERING SERVICES

Date: April 25, 2019

This Agreement, by and between:

AEDIS, INC.  
Attn: John Diffenderfer  
387 So. First Street – Suite #300  
San Jose, CA 95113  
408-300-5160 / FAX: 408-300-5121  
Email: [jdifferfer@aedisarchitects.com](mailto:jdifferfer@aedisarchitects.com)

herein referred to as CLIENT, and

CARROLL ENGINEERING, INC.  
Engineers & Surveyors  
1101 So. Winchester Blvd., Suite #H-184  
San Jose, CA 95128-3903  
(408) 261-9800 / FAX: (408) 261-0595

herein referred to as CONSULTANT, is for Professional Services in connection with the project described as follows:

I. PROJECT:  
George Hall Elementary School, 130 San Miguel Way, San Mateo, CA 94403 - Fire System Design for the Shade Structure project. (AEDIS Job # \_\_\_\_\_)

II. SCOPE OF SERVICES:  
On-Site Plans – Construction Documents:  
Utilizing the final developed site plan, and the topographic survey by others, CONSULTANT will prepare a fire service site plan based upon Architect's and District's requirements, and final 20 scale construction documents for the George Hall Elementary School Shade Structure project. The project consists of creating a new fire service system from the available public system in the adjoining right of way, including backflow prevention and placement of a new on-site fire hydrant.

The plans will consist of a Fire System Plan with details, notes, and legend. CONSULTANT will perform hydraulic calculations for the required flow, which will show the residual pressure and the available flow at 20 psi per usual fire review requirements. Details will include thrust blocking, and appurtenance details as necessary.

CONSULTANT'S fee includes site visits during design, coordination with the Architect and design team, and submittal to Cal Water Bayshore District. Necessary revisions required by Cal Water are also included in our fees.

Bidding & Construction Administration:

CONSULTANT will answer questions and prepare responses to RFI's. During construction CONSULTANT will answer questions and visit the site as needed and will respond to submittals.

III. COMPENSATION:

CLIENT shall pay CONSULTANT the following fees for the Professional Services performed under II above:

A. Basic Services:

1. Fire Service Construction Documents .....	\$ 8,000.00
2. Bidding & Construction Administration .....	<u>\$ 1,500.00</u>
TOTAL FEE .....	\$ 9,500.00

B. Additional Services:

1. In the event that extra work is needed, and upon written authorization from CLIENT, the following hourly rates for CONSULTANT shall be used:
  - a. Principal Engineer.....\$225.00/hr.
  - b. Principal Surveyor .....
  - c. Associate Engineer.....\$190.00/hr.
  - d. Project Engineer.....\$165.00/hr.
  - e. Assistant Engineer.....\$140.00/hr.
  - f. Survey Assistant (Office) .....
  - g. CAD Operator/Drafter .....
  - h. Administrative/Clerical.....\$ 78.00/hr.
  - i. Field Surveys .....

C. Method of Payment:

Progress billings for all items of service will be made monthly based upon the percentage of work completed to date. The total fee indicated for each item of service will be billed upon completion of work in that category. Additional services will be billed monthly.

Payment of invoices are due upon receipt. Payments not received within thirty (30) days of the invoice date shall result in a suspension of further work on the project until all amounts are received and the account is current. Interest at the rate of 1-1/2% per month (18% per annum) shall be applied to all amounts due after 30 days of the invoice date.

IV. ARCHITECT & CONSULTANT AGREEMENT:

The work herein shall be accomplished under the Architect & Consultant Agreement dated November 4, 2002.

V. ASSUMPTIONS AND CONDITIONS:

The description of work and associated fees outlined in this Agreement take into consideration the following assumptions and conditions:

- 1) 1) Site Plan and Survey shall be supplied to CONSULTANT by CLIENT in AutoCAD format. CONSULTANT shall be entitled to rely on its accuracy and completeness.
- 2) Design services other than fire system design are excluded.

- 3) Landscape plans, if required, shall be by others.
- 4) CONSULTANT will be provided a soils report containing as a minimum: soil bearing pressure, and ground water table information.
- 5) Any required environmental documents, mitigations or identification of same are specifically excluded.
- 6) Construction Staking services are excluded.
- 7) Construction Traffic Control Plans, if required, shall be by others.
- 8) Structural design, including retaining walls, is excluded.
- 9) Permit Registration Documents (PRDs), including a Storm Water Pollution Prevention Plan (SWPPP), Notice of Intent (NOI), etc., to file with the State Water Quality Control Board to obtain a WDID# are excluded as the site is less than 1 acre.

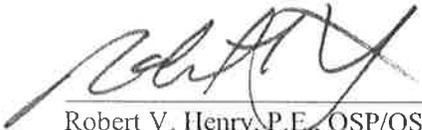
The above is mutually agreed to this 25<sup>th</sup> day of April, 2019.

**CONSULTANT**

CARROLL ENGINEERING, INC.  
 Engineers & Surveyors  
 1101 So. Winchester Blvd., #H-184  
 San Jose, CA 95128-3903  
 408-261-9800 / FAX 408-261-0595

**CLIENT**

AEDIS, INC.  
 Attn: John Diffenderfer  
 387 So. First Street - Suite #300  
 San Jose, CA 95113  
 408-300-5160 / FAX: 408-300-5121



Robert V. Henry, P.E., QSP/QSD  
 President  
 RCE License No. 60443

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CEI Project #: \_\_\_\_\_

Client Project #: \_\_\_\_\_

AEDIS-George Hall ES Fire Water Design Agr.docx