

**AMENDMENT NO. 1**

**TO AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH**

**CONSOLIDATED ENGINEERING LABORATORIES**

**FOR**

**NEW FOSTER CITY ELEMENTARY SCHOOL PROJECT**  
**PROJECT #16-120 (CONTRACT #2592-18)**

**SAN MATEO – FOSTER CITY SCHOOL DISTRICT**

**MAY 10, 2020**

**AMENDMENT NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
DATED MAY 10, 2021**

Between:

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

and

CONSULTANT: Consolidated Engineering Laboratories  
2001 Crow Canyon Road, Suite 100  
San Ramon, CA 94583  
(Hereinafter "Consultant")

SUBJECT:

New Foster City Elementary School Project  
Contract No. 2592/18  
Amendment No. 1

1. The "Scope of Services" of the above referenced Agreement is hereby modified as follows:  
(For "Scope of Additional Services" refer to the Exhibit A (CEL's Proposal dated June 8, 2020), which is for reference only):

**A. Shell & Beach Sidewalks for New Foster City Elementary School - \$4,494.60**

- a. Moisture Density Curves
- b. Rock Correction for Oversize Material
- c. Soils Compaction Testing (4 visits)
- d. Final Affidavit (per permit #)
- e. Project Engineering and Management

2. The "Scope of Services" of the above referenced Agreement is hereby modified as follows:  
(For "Scope of Additional Services" refer to the Exhibit A (CEL's Proposal dated April 30, 2021), which is for reference only):

**A. New Foster City Elementary School (Beach Park Elementary School) - \$71,013.49**

- a. Covered Walkway
- b. Lunch Shelter
- c. AC paving

“Compensation and Payment” of our Agreement approved by the BOT 10/15/18 is hereby modified to allow for the additional fees required to implement the above changes. The present fee of special testing inspection services of \$151,394.30 is hereby increased by a not-to-exceed fee of **\$4,494.60 and \$71,013.96**, for a fixed fee of **\$226,593.49** for the special testing inspection services.

The new contract amount is **\$226,593.49**.

The contract completion date of the project after receiving the Amendment is to remain the same.

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: R. Morse

Dated: May 10, 2021

~~William K. Cale, Jr.~~ Rob Morse  
~~Senior Project Manager~~ Senior Vice President

SAN MATEO - FOSTER CITY SCHOOL DISTRICT:

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

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

Patrick Gaffney  
Chief Business Official