

San Mateo-Foster City School District
Independent Contractor Services Agreement
(Non-construction Related)

THIS AGREEMENT is made and entered into on March 27, 2025 (“Agreement”),
by and between and **San Mateo-Foster City School District** (“District”) and Aedis Architects
 (“Contractor”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Services.** The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☒ **As indicated in Exhibit “A”** **or** ☐ **as follows:**

Exhibit A – Proposal from AEDIS Architects to update the Districts Facilities Master Plan

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:

☒ Contractor is providing services for a total flat fee of: \$ 120,000.00 ; **or**

☐ Contractor will provide a maximum number of hours of service at a rate of \$ _____
per hour for a total not to exceed \$ _____; **or**

☐ Other: _____

(“Agreement Price”). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor’s form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

3. **Agreement Time.** The Services shall commence on March 31, 2025 and

shall be completed by September 26, 2025. (“Agreement Time”)

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input type="checkbox"/> W-9 Form
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5. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

San Mateo-Foster City School District
1170 Chess Drive
Foster City, CA 94404
Attn: Amy Ruffo

Contractor: Aedis Architects
333 W Santa Clara Street #900
San Jose, CA 95113
Attn: John Diffenderfer

6. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of these two boxes below **must** be checked:

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

X [TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: Amy Ruffo **INITIAL HERE:** _____

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☐ The District has a statement of TB Clearance on file for each person.

X Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

INITIAL HERE: DR (Contractor initials). **INITIAL HERE:** _____ (District Representative initials)

8. **Insurance:** Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

9. **Terms & Conditions.** The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: DR (Contractor initials).

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Information regarding Contractor:

Indicate type of entity or if individual:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number: 94-1617114

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

San Mateo-Foster City School District

Dated:

Signature:

Name: Patrick Gaffney

Title: Deputy Superintendent and CBO

Contractor Name: Aedis Architects

3/18/2025

Dated:

Signature:

Name: John Diffenderfer

Title: President

DocuSigned by:

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TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
4. **Standard of Care.**
 - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
 - 4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.2.1. material violation of this Agreement by the Contractor; or
 - 7.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 7.2.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
 - 7.3. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free

and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

10. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

11. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

12. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

13. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

14. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the

California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

15. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

16. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

17. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

18. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

19. **Disputes: DISPUTES/CLAIMS:** Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

- 19.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
- 19.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the

Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

19.3. Payment of an amount that is disputed by the District.

Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.

Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's

written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion

that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

20. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

22. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined

and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

23. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

26. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

27. **Conflict of Interest.** Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

28. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

EXHIBIT "A"



February 24, 2025

Mr. Patrick Gaffney
Chief Business Official
San Mateo-Foster City School District
1170 Chess Drive,
Foster City, CA 94404

Subject: Facilities Master Plan Update 2025 - Proposal

Dear Mr. Gaffney,

Per Amy Ruffo's request, we are submitting this Proposal for Architectural Services for the subject Project. We will honor the terms herein for 90 calendar days from the date of this proposal. The proposal is as follows:

PROJECT SUMMARY

More fully described in Exhibit A of the attached Proposal, the project consists of an 'update' of project lists and estimates associated with the SMFCSD Facilities Master Plan for the New Decade, identifying completed projects, projects yet to be completed, updating budget values, and identifying new projects not contemplated in 2020.

The Work includes meetings with key District stakeholders and creating new data records of completed, incomplete, and new projects for District review and adoption in a final report.

PROPOSAL/AGREEMENT

The attached pages to this letter contain our Proposal and a Form of Agreement with Exhibits A that describe the Scope of Work, Compensation and Project Schedule.

This Proposal is for the Services described in Exhibit A, only.

We are available to proceed immediately with the Project, upon your approval of this Proposal. 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 same to our office.

We thank you for the opportunity to be of service.

Sincerely yours,

AEDIS, Inc.

A handwritten signature in blue ink, appearing to read "John Diffenderfer", with a stylized flourish extending to the right.

John Diffenderfer, AIA LEED AP ALEP

President



Professional Service Agreement

This Agreement is made effective February 21, 2024, between Aedis Architects ("Architect") and San Mateo Foster City School District ("Client") (collectively "Parties") with respect to Architect's services as set forth below for the following project:

Facilities Master Plan Update 2025 - Proposal

Project Address: Various
 Client Name: San Mateo-Foster City School District
 Address: 1170 Chess Drive, Foster City CA 94404
 Phone Number: (650) 312-7700
 Client Representative(s): Amy Ruffo, Executive Director of Facilities and Construction

Scope of Services: Architect's Services shall be limited to those expressly set forth Exhibit A and shall include all such services whether provided prior to or following the effective date set forth above and how architect shall be compensated for said Services. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing. All of the Architect's actions, communications, and services relative to the Project shall be subject to this Agreement.

Additional Services: Additional Services will be subject to review and agreement by both Parties prior to the start of additional services. Where Architect believes additional services are appropriate, it shall notify Client. Client shall respond within three (3) business days to such notification. If Client does not respond within such time period, at its option and based on its professional judgment, Architect may proceed with such services on a time-and-material basis based on the Rate Schedule attached hereto in Exhibit A to be paid by Client or decline to proceed with such services based on a lack of authorization without any responsibility for the subject services or the impacts of same.

Standard of Care: Architect's services shall be provided consistent with and limited to the standard of care applicable to such services consistent with the professional skill and care ordinarily provided by Architects practicing in the same or similar locality under the same or similar circumstances. Such standard of care is not a warranty or guarantee and Architect shall have no such obligation. The client shall prepare and plan for reasonable clarifications and modifications which may impact both the cost and schedule of the Project.

Invoicing & Payments: Architect shall regularly issue invoices for services provided and reimbursable costs incurred. The client's payment shall be due within thirty (30) days of the invoice date and shall incur interest at the rate of 1% per month thereafter. The client shall promptly review Architect's invoice upon receipt and shall notify Architect of any dispute or any portion of such invoice within ten (10) days of receipt. Any dispute identified thereafter shall not be a basis for withholding any payment except as agreed by the Parties or as determined by audit or other investigation at the end of the Project. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim. Client may withhold payment as to those specific services Client claims were improperly performed. If Client fails to make payments to Architect as set forth above, such failure shall be cause for immediate suspension or termination of services under this Agreement at the Architect's sole option. Before resuming services, the Architect shall be paid all



sums due prior to suspension and any expenses incurred in the resumption of Architect's services and Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Client-Supplied Information: Client shall provide all information for the Project site and program within its possession, as well as other information reasonably requested by Architect. Architect will notify Client of errors and/or discrepancies in such information to the extent they are actually identified, but otherwise shall be entitled to rely on the adequacy and accuracy of information provided by Client.

Allocation of Responsibilities: Architect shall act as an independent contractor responsible for its performance, as well as for those it retains. Architect shall not be responsible for the acts or omissions of the Client, Owner, Contractors, other Architects and their respective agents or employees, or any other persons or entities performing work on the Project who are not under the direct control or authority of Architect.

Construction & Site: Architect shall have no responsibility for construction means, methods, sequences, scheduling, or jobsite safety. All of the foregoing shall be the sole responsibility of Client and/or Contractor.

Intended Uses & Beneficiaries: Architect's services are intended for the Client's sole use and benefit and solely for the Client's use on the Project and are not intended to create any third-party rights or benefits. Except as agreed to in writing, Architect's services and work product shall not be used or relied on by any other person or entity or for any purpose following substantial completion of the Project.

Assignments: This Agreement, as well as the obligations, services, and deliverables hereunder, may not be assigned or transferred for any purpose except with the written consent of both Parties.

Instruments of Service: Upon execution of this Agreement, Architect grants to Client a nonexclusive license to use Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Architect shall retain all other rights in such Instruments of Service.

Suspension/Termination: If the Project is suspended or terminated for any reason outside the exclusive control of Architect, Architect shall have no liability to Client or any other Party for any associated delay or damage caused Client, Owner or others because of such suspension of services, and Client shall release, indemnify, and hold harmless Architect for any claims associated with such suspension.

Reductions in Services: Architect's commitments, as set forth in this Agreement, are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce Architect's scope of services, Client agrees to release, hold harmless, defend, and indemnify Architect from any, and all claims, damages, losses, or costs in any way associated with or arising out of such reduction in services.

Maintenance & Operation: All construction projects require inspection and maintenance following completion. Operation, inspection, and maintenance are the sole responsibility of the Project Owner, and Architect shall have no responsibility for any failures by the Owner or others to properly operate, inspect, or maintain the Project.

Consequential Damages: The Parties expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead expenses.

Sources of Recovery: The Parties waive any claim otherwise covered or paid for by insurance and expressly agree that any liability arising out of this project shall be limited to the Parties and shall not be the basis of personal liability as to either Party's owners, officers, directors, or employees.

Dispute Resolution: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by



the Parties. Such mediation shall be completed within forty-five (45) days of the either Party's written demand with each Party to bear its share of the mediation fees and its own respective costs.

Initiation of Claims: Any claim in litigation between these Parties must be filed not later than the earlier of the expiration of the applicable statute of limitation or four (4) years from either substantial completion or Architect's last services on the Project.

Final Integrated Agreement: Each party represents that it has full authority to enter this Agreement and acknowledges that this Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by mutual written agreement by Client and Architect.

Executed:

San Mateo-Foster City School District

By: _____
Title: _____
Dated: _____

Aedis Architects (Aedis Inc.)

A handwritten signature in blue ink, appearing to read "John Diffenderfer", written over a horizontal line.

By: John Diffenderfer
Title: President
Dated: February 21, 2025
License No.: C-25840

Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.



EXHIBIT A
SCOPE OF SERVICES

Project Understanding

The SMFCSD commissioned a Facility Master Plan (FMP) in 2020 (by Aedis). The District has completed successfully a portion of the recommendations identified in this FMP. However, a number of projects remain, and new needs have arisen. The District desires to have these needs documented in an updated report. This report is intended to facilitate the District’s ongoing capital program and may serve as the basis for the Board’s consideration of a future general obligation bond to fund facilities improvement.

The project consists of an update of project lists associated with the SMFCSD Facilities Master Plan for the New Decade, identifying completed projects, identifying projects yet to be completed, identifying new projects not contemplated in 2020, and updating budget values for projected projects.

The Work includes meetings with key District stakeholders and creating new data records for District review and adoption in a final report.

The District’s goal is to complete this update report in anticipation of a March 2026 bond campaign. The District has an internal process underway to survey staff and parents to identify facility needs. This process will continue in the coming months, which will result in additional input, which Aedis as the FMP planning consultant can rely upon as the basis from which we generate a project list and cost projection.

SMFCSD consists of fifteen (15) K-5 schools, three (3) 6-8 schools, three (3) K-8 school, a pre-school center, a closed school, and three (3) administrative support facilities. This FMP Update will cover all these campuses as well as the District Office.

Planning Process

To meet the District’s objectives in a short timeline and to minimize cost, Aedis proposes the following planning process.

- Bi-weekly Meetings: Aedis team will meet with SMFCSD representatives and the to-be-appointed Facilities Advisory Committee (FAC) on a basis TBD at a regular pre-determined day and time during the process of discussing the facility needs gathered by SMFCSD and to prioritize these needs.
- Site visitation: Aedis team will visit each of the campuses covered under this FMP in March/April 2025, as needed (see Conditions of Proposal below).
- Board meetings: Aedis may attend one (1) Board study session to present the FMP and for an expanded discussion of facility issues, and one (1) regular Board meeting when the Board will consider any direction it wishes to give and provide preliminary approval of the FMP Update.
- Final submittal: Aedis will revise its report to address Board comments and submit the final report to SMFCSD, in digital format.

Preliminary Schedule

Task	From	To
Project Kick-Off (Alignment)	March 31 - 2025	April 18 - 2025
Meetings/Updating FMP data	April 21 - 2025	June 27 - 2025
Meetings/Create New FMP data	April 21 - 2025	June 27 - 2025
Cost Opinions/Budgeting	June 30, 2025	August 15, 2025
Final Report	August 18, 2025	September 26, 2025



Deliverables

The report shall include the below general elements for conveying updates on work to date vs 'current' projects:

- Update what has been completed
 - District to identify for Aedis what's been completed from previous FMP, what's still outstanding, and/or what's become moot and isn't a need any more for any reason.
 - Report will identify these projects in a narrative list format (no updated spreadsheet)
- Current FMP projects identified
 - District to identify what new needs are to be added for each site, beyond open needs from prior FMP
 - New districtwide spreadsheet identifying District needs and associated costs, with new priority projects identified.
 - Report summary for each campus with needs and associated costs.

Compensation

Our fee for this FMP Update is fixed lump sum of **\$120,000.00**, including expenses.

The payment schedule for compensation will be as follows. Invoices will be submitted monthly based on the percentage of completion of each phase of service as outlined:

Project Kick-Off (Alignment)	10%
Meetings/Updating FMP data	30%
Meetings/Create New FMP data	30%
Cost Opinions/Budgeting	20%
Final Report	10%

The following rates, which include overhead, administrative cost, and profit, shall be used as a basis for calculating fees if the scope or schedule should change. The CLIENT will be invoiced monthly for work completed per Exhibit A. Invoices will be based on the hourly rates below multiplied by the hours spent by engaged staff levels.

<u>Staff Level</u>	<u>Hourly Rates (\$/hr)</u>
President	\$295
Principal	\$275
Senior Project Manager	\$230
Project Manager	\$200
Assistant Project Manager	\$180
Designer	\$150
Clerical	\$135



Conditions of Proposal

- SMFCSD will provide Aedis with the complete list of facility needs. Aedis is not required to interact directly with campus staff, and end-users to survey needs, or to verify the accuracy of these needs. In collaboration with Aedis, SMFCSD, through an FAC, will initially prioritize these needs as deemed appropriate.
- Aedis will not be held responsible for the accuracy and completeness of the list of facility needs, as Aedis is not involved in gathering those needs.
- SMFCSD will facilitate and provide access to all facilities on each campus for Aedis staff to visit. For efficiency and keeping cost low, the meetings should be grouped into no more than 3 full days (on average, 6 to 7 campuses per day). SMFCSD staff do not need to accompany the Aedis team for the entire duration, as long as we are provided access.