
ADDITIONAL SERVICES AUTHORIZATION 01

June 1, 2026

Cumming Group (Client/Architect)
201 Moffett Blvd.
Mountain View, CA 94043
Deborah Slivkoff
669-600-1309 / dslivkoff@cumming-group.com
Martin Cervantes
(650)423.2263 | mcervantes@rcsdk8.net
Cc: Will Robertson / will.robertson@cumming-group.com

Roy Cloud School Solar Array Screen – RCS26-01
Redwood City, 94062

PROJECT DESCRIPTION

Landscape architectural services to include Meetings and Conceptual Design.

A. SERVICES

1. Meetings
 - a. Meetings and coordination with District and homeowner for consultation with neighbor for final approvals of screening solutions.
2. Conceptual Design of Screen Options
 - a. One (1) site walk with Owner/Architect to review visible existing conditions of each area identified above and review project goals.
 - b. Up to two (2) meetings with District & Neighbors to review progress of up to (3) three masterplan/conceptual options that align with the project goals and budgets. Work with District to determine applicable schedule.
 - c. Prepare a landscape imagery board showing image to communicate the proposed design language of the spaces identified above.
 - d. 3-D rendering of solution based on neighbor's views.

B. SERVICES NOT INCLUDED IN THE BASE CONTRACT

1. Meeting with agencies or the City beyond those listed above for plan approvals will be billed as additional services.

C. COMPENSATION

1. Fees for work performed by the Landscape Architect as may be necessary to complete Items A1-2(d) will be hourly T&M Not to Exceed \$25,884.35 (Twenty-Five Thousand Eight Hundred Eighty Four Dollars and Thirty-Five Cents), payable per the following schedule:

Task 1 & 2: Meetings & Conceptual Design	\$25,884.35
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Total:	\$25,884.35

2. Additional services will be billed at monthly intervals.
3. Reimbursable Expenses: Invoiced at cost or mileage per IRS
 - a. Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Landscape Architect in the interest of the project for the expenses in the following subparagraphs:
 - i) Expense of transportation in connection with the project.
 - ii) Expense of reproductions, postage, delivery and handling of drawings, specifications and other documents.
 - iii) Expense of renderings, model and special graphics beyond those listed in Services as requested by the Client.
 - iv) Expense of soil tests, surveys or special consultants.
 - b. Reimbursable expenses will be at direct cost. Mileage is billed at published Internal Revenue rate.
4. Billing
 - a. Billings are payable upon presentation and are past due (30) thirty days beyond the invoice date. Legal expenses necessary for the collection of delinquent fees will be paid to the prevailing party.
 - b. Failure to honor any of the billing within this time will justify cessation of further services.

D. ADDITIONAL SERVICES

1. Additional services, if requested and authorized in writing by the Owner or Client beyond those listed under Items A1(a)- 2(d) will be on an hourly basis charged at:

Principal	\$265.00 per hour
Associate Principal	\$215.00 per hour
Senior Associate	\$200.00 per hour
Associate	\$180.00 per hour
Designer	\$155.00 per hour
Clerical/Word Processing	\$120.00 per hour

2. If, after the preliminary landscape plan has been approved, the Client makes a decision which, for its proper execution, involves additional services and expenses for changes in the drawings, specifications, or other documents, or if the Landscape Architect be put to labor or expense by delays caused by the client or a contractor, or by the delinquency or insolvency of either, or as a result of damage by fire or casualty, the Landscape Architect is to be paid by the Client for such additional services, expenses, or legal fees that may be incurred.

E. TERMINATION

1. If either party terminates the contract, the Landscape Architect will be paid for all work completed per the hourly fee schedule up to the point of termination. All expenses incurred up to the point of termination shall be reimbursed.



2. For purposes of this agreement, non-payment by the Client of invoices past 60 days is included as, and considered a material breach of contract.
3. If this contract is terminated by either party prior to its completion, Carducci & Associates Inc. shall be held harmless and indemnified by the client for all claims by any use of the work produced during the course of the contract to the date of termination.

F. LIABILITY

1. The Client agrees to limit Carducci & Associates, Inc. liability to those negligent acts and errors and omissions of Carducci & Associates, Inc. own causing. Suits which arise from other's work, such as water related damage, siding failure, leaks, or drainage, will be defended by the Client, covering reasonable attorney's fees and the Client agrees to provide Carducci & Associates, Inc. an attorney of his own choice.
2. Carducci & Associates, Inc. shall be held harmless with no recourse from the Client and shall be defended by the Client for claims against Carducci & Associates, Inc. if after the acceptance of bid documents, the Owner for any reason lessens the quality of a project by deletion of products, planting or procedures which may be construed to be detrimental to the planting, irrigation, drainage or landscape aesthetic value or any other resulting or claim arising from the changing of plans or specifications of Carducci & Associates, Inc.
3. The Client acknowledges that Carducci & Associates, Inc. reports, plans specifications and designs are instruments of professional service, and not products and as such instruments are retained by Carducci & Associates, Inc. Following final payment to Carducci & Associates, Inc., reuse of said documents without the express written permission of Carducci & Associates, Inc. is prohibited. Such authorization is essential, because it requires Carducci & Associates, Inc. to evaluate the document's applicability to changed circumstances, not the least of which is passage of time. Prior to final payments unauthorized use of instruments of service shall be considered infringement of ownership and copyright rights. If the Client proceeds with unauthorized use they agree to waive any claim against Carducci & Associates, Inc. and shall defend, indemnify, and hold harmless Carducci & Associates, Inc. from all claims or liability for injury or loss allegedly arising from unauthorized reuse of Carducci & Associates, Inc. instruments of service. The Client further agrees to compensate Carducci & Associates, Inc. for any time spent or expenses incurred by Carducci & Associates, Inc. in defense of any such claim, in accordance with Carducci & Associates, Inc. prevailing fee schedule and expense reimbursement policy.
4. Nothing contained in this Agreement shall create a contractual relationship between Carducci & Associates, Inc. and a third party. Carducci & Associates, Inc. services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Carducci & Associates, Inc. because of this Agreement or the performance or non-performance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
5. Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Carducci & Associates, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Carducci & Associates, Inc. and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Carducci & Associates, Inc. and its subconsultants to all those named shall not exceed \$250,000.00 or Carducci & Associates' total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.



G. SITE INFORMATION AND DRAWINGS

1. The Client agrees to furnish the Landscape Architect with accurate site information, topography, building plans or other documentation concerning the site's plant materials, existing conditions or restrictions of land use necessary to perform his work. This also includes the location of underground utilities so far as it will relate to the design and layout of the irrigation system. These may be drawings or in written document form.
2. Additional expenses during construction due to site plan changes or changes in contract documents caused by the failure of the Client to provide adequate information will not be the responsibility of the Landscape Architect. Services as may be necessary to correct the contract documents will be billed as additional services.

H. EXCLUSIONS

1. This contract excludes design of all underground utilities except landscape irrigation, any off-site work, rough grading, balancing of on-site cut and fill and lighting circuit layout and electrical specifications.
2. The Landscape Architect is not responsible for site conditions or hazardous materials uncovered during construction, which are detrimental to the project.
3. The Landscape Architect is not responsible for surface and subsurface drainage except as outlined in the contract, failure of slopes, settlement or expansion of the soil, problems caused by inadequate soil conditions, compaction, or geologic subsurface conditions which become detrimental to the project.
4. Structural engineering.
5. Final grading and drainage.
6. SWPPP and erosion control plan.
7. Lighting design and electrical engineering.
8. Redesign due to program changes.
9. Design of signage.
10. Design of arbors or trellises or custom site furnishings
11. Design of water features.
12. Waterproofing.
13. Submittal of more than one package for each permit.
14. Value engineering and revisions due to value engineering.
15. Arborist report.



16. Design of vehicular paving and curbs is limited to color, finish, texture and pattern. Final engineering design by civil engineer.
17. LEED documentation
18. Cost estimating.
19. As-built documentation of any existing irrigation system that maybe adjusted or modified as part of the renovation.

I. COMPLETION

The terms and conditions of this contract will remain valid until December 31,2026. If this Agreement meets with your approval, signing and returning one executed copy of this Contract to our office, will be our authorization to proceed.

Sincerely,

CARDUCCI & ASSOCIATES, INC.



Vincent Lattanzio | ASLA | Landscape Architect 2554 | Principal
415.447.5214
vince@carducciassociates.com

Accepted by:

Name

Title

Signature

Date

The State of California regulates landscape architects. Any questions concerning a landscape architect may be referred to the Landscape Architects Technical Committee, 2420 Del Paso Road, Suite 105, Sacramento, CA 95834-973, (916) 575-7230.

