

**San Mateo-Foster City School District
1170 Chess Drive
Foster City, CA 94404**

Audiovisual Systems Design Project at Six Sites

This Short Form Small Project Architectural Services (“**Agreement**”) is made as of October 20, 2021, between the **San Mateo-Foster City School District** (“**District**”) and **Smith Fause & McDonald Inc., located at 351 8th Street, San Francisco, California 94103**, (“**Engineer**”) (individually a “**Party**” and collectively the “**Parties**”).

WHEREAS, the District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process (e.g., by using a request for proposal or request for qualification process); and

WHEREAS, the District is in need of such services and advice and the Engineer warrants that it is specially trained and experienced and competent to perform the services required by the District; and

WHEREAS, the Engineer agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Engineer shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (“**Services**” or “**Work**”).
2. **Term.** The Engineer shall commence providing services under this Agreement on November 5, 2021, and will diligently perform as required or requested by District as applicable. The term of this Agreement shall expire upon the completion of Services under this Agreement or as may terminated pursuant to the terms of this Agreement. This Agreement may be extended upon mutual written agreement of the Parties to the extent permissible by law.
3. **Submittal of Documents.** The Engineer shall not commence the Work under this Contract until the Engineer has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Signed Agreement | <input checked="" type="checkbox"/> Workers' Compensation Certification |
| <input checked="" type="checkbox"/> Insurance Certificates & Endorsements | <input checked="" type="checkbox"/> W-9 Form |
| <u>N/A</u> Bonds (as requested by District) | <input checked="" type="checkbox"/> Roofing Certification |
| <input checked="" type="checkbox"/> Iran Contracting Certification | |

4. **Compensation.** District agrees to pay the Engineer for Services satisfactorily rendered pursuant to this Agreement for a **maximum not-to-exceed amount of One Hundred Ten Thousand Eight Hundred and Forty Dollars (\$110,840.00)**. District shall pay Engineer the undisputed amounts in installment payments within thirty (30) days after the Engineer submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work.
5. **Expenses.** The compensation stated above is all inclusive with the exception of project plotting and reprographic costs as related to bidding and District requested sets. These expenses will be compensated at 1.10 times the amounts invoiced to the Engineer.

6. **Materials.** Engineer 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.
7. **Payment Schedule.** District shall pay Engineer for all Services contracted for under this Agreement pursuant to the Payment Schedule attached hereto as **Exhibit "B."**
8. **Independent Contractor.** Engineer, in the performance of this Agreement, shall be and act as an independent contractor. Engineer understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partners, or joint venturers 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. Engineer 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 Engineer's employees.
9. **Standard of Care.** Engineer's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
10. **Originality of Services.** Engineer 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 Engineer and shall not be copied in whole or in part from any other source, except that submitted to Engineer by District as a basis for such services.
11. **Not Used**
12. **Ownership of Instruments of Service.** Pursuant to Education Code section 17316, the Parties acknowledge that the plans, including, but not limited to record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the project for which Engineer was retained under this Agreement. If the District proposes to reuse the plans prepared by Engineer under this Agreement for purposes other than that authorized by Education Code section 17316 (a), pursuant to Education Code section 17316 (c), the District acknowledges that the Engineer's reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. The District recognizes that no such documents should be subject to unauthorized re-use, that is, re-use without written authorization of the Engineer to do so except for those uses under this Article. Such authorization is essential because it requires the Engineer to evaluate the documents' applicability to new circumstances, not the least of which is passage of time. In return for the Engineer's relinquishment of ownership, the District agrees to waive any claim against the Engineer and defend, indemnify and hold the Engineer harmless from any claim or liability for injury or loss allegedly arising from unauthorized re-use of the Engineer's instruments of service. The District further agrees to compensate the Engineer for any time spent or expenses incurred by the Engineer in defense of any such claim, in accordance with the Engineer's prevailing fee schedule and expense reimbursement policy.
13. **Termination.**
 - 13.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Engineer only for services satisfactorily rendered to the date of

termination. Written notice by District shall be sufficient to stop further performance of services by Engineer. Notice shall be deemed given when received by the Engineer or no later than three days after the day of mailing, whichever is sooner.

- 13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 13.2.1. material violation of this Agreement by the Engineer; or
 - 13.2.2. any act by Engineer exposing the District to liability to others for personal injury or property damage; or
 - 13.2.3. Engineer is adjudged a bankrupt, Engineer makes a general assignment for the benefit of creditors or a receiver is appointed on account of Engineer'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 Engineer. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Engineer 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.

- 13.3. Upon termination, Engineer shall provide the District with all documents produced maintained or collected by Engineer pursuant to this Agreement, whether or not such documents are final or draft documents.

14. **Indemnification.**

- 14.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Engineer shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Engineer, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Engineer's liability as to the active or sole negligence or willful misconduct of the District.
- 14.2. Engineer's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

15. **Mandatory Mediation for Claims.**

- 15.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 15.2. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in

accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code section 1152.5.

- 15.3. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.

16. Insurance.

- 16.1. The Engineer shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

- 16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Engineer's performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 16.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Engineer shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Engineer's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 16.2. **Proof of Carriage of Insurance.** The Engineer shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 16.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Engineer's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 17. **Assignment.** This Agreement shall not be assigned by the Engineer.
- 18. **Compliance with Laws.** Engineer 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. Engineer shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Engineer observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Engineer shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Engineer's receipt of a written termination notice from the District. If Engineer performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Engineer shall bear all costs arising therefrom.
- 19. **Permits/Licenses.** Engineer and all Engineer'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.
- 20. **Safety and Security:** Engineer is responsible for maintaining safety in the performance of this Agreement. Engineer 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.
- 21. **Employment with Public Agency.** Engineer, if an employee of another public agency, agrees that Engineer 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.
- 22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Engineer 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 Engineer agrees to require like compliance by all its subcontractor(s).
- 23. **Fingerprinting of Employees.** The Engineer shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Engineer shall not permit any employee to have any contact with District pupils until such time as the Engineer has verified in writing to

the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Engineer's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Engineer. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

24. **Audit.** Engineer shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Engineer transacted under this Agreement. Engineer shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Engineer 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 Engineer and shall conduct audit(s) during Engineer's normal business hours, unless Engineer otherwise consents.
25. **District's Evaluation of Engineer and Engineer's Employees and/or Subcontractors.** The District may evaluate the Engineer in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 25.1. Requesting that District employee(s) evaluate the Engineer and the Engineer's employees and subcontractors and each of their performance.
 - 25.2. Announced and unannounced observance of Engineer, Engineer's employee(s), and/or subcontractor(s).
26. **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.
27. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Engineer shall neither rescind the Agreement nor stop Work.
28. **Confidentiality.** The Engineer and all Engineer'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.
29. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

District
San Mateo-Foster City School District
1170 Chess Drive

Engineer
Smith Fause & McDonald Inc.
351 8th Street

Foster City, CA 94404
Attn: Amy Ruffo, Director
Tel.: 650-312-7700
E-mail: aruffo@smfcsd.net

San Francisco, California 94103
Tel.: 415-255-9140
E-mail: peter@sfmi.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

- 30. **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. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Engineer.
- 31. **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.
- 32. **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.
- 33. **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.
- 34. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

San Mateo-Foster City School District

Smith Fause & McDonald Inc.

Date:

Date: 10/28/2021

Name: Patrick Gaffney

Name: Peter McDonald

Title: Chief Business Officer

Title: President

Information regarding Engineer:

Type of Business Entity:

- Individual
- Partnership
- Corporation, State: California
- Other: n/a

- Sole Proprietorship
- Limited Partnership

Employer Identification and/or Social Security Number: 94-3018584

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

EXHIBIT A
Scope of Services

ARTICLE 1 - BASIS OF PROPOSAL

1.1 Documents of Record. This Proposal is based on:

- a. Request for proposal (RFP) received by SFMI on August 03, 2021 from Amy Ruffo, representing the District. Documents provided with the RFP included PDF project progress plans for six Multi Use Building projects at the following District campuses:

Site	Abbreviation	Project Architect
George Hall Elementary School	Hall	HMC Architects
Highlands Elementary School	Highlands	LPA Design Studios
LEAD Elementary School	LEAD	HKIT Architects
Meadow Heights Elementary School	Meadow Heights	Lionakis
Parkside Montessori School	Parkside	HMC Architects
Sunnybrae Elementary School	Sunnybrae	CSDA Design Group

- b. SFMI Proposal of August 18, 2021.

c. Emails between Peter McDonald, representing SFMI and Amy Ruffo, representing the District, between August 27, 2021 and September 28, 2021 clarifying scope and fee expectations.

1.2 Project Schedule.

- a. SFMI understands that the design of the Hall and Sunnybrae Multi Use Buildings have already been submitted to the State of California's Division of the State Architect (DSA). SFMI understands that the state of design of the Multi Use Buildings at the remaining four sites to be between Schematic Design and Design Development.
- b. SFMI is prepared to proceed upon receipt of an executed copy of this Proposal/Agreement.
- c. SFMI's Proposal assumes that the following regarding the total duration of the design and construction phases of the separate projects, following receipt of authorization to proceed, or per the Project Schedule, whichever is sooner:

Site	Design Completion	System Commissioning / Final Punch
George Hall Elementary School	5 months	26 months
Highlands Elementary School	16 months	40 months
LEAD Elementary School	16 months	40 months
Meadow Heights Elementary School	16 months	40 months
Parkside Montessori School	16 months	40 months
Sunnybrae Elementary School	7 months	28 months

1.3 Summary Description of Technical Services/Systems.

- a. SFMI understands that design services are required in the areas of:
1. Audiovisual Systems
 2. Production Lighting Criteria

3. Acoustical Engineering (Optional Additional Service)
 - a) Room Acoustics
 - b) Interior Sound Isolation
 - c) HVAC Noise & Vibration Control Assessment
- b. The Scope of Services proposed for these areas is identified in Article 2. Fees and expenses for these services are presented in Article 4.

1.4 Submittals/Deliverables

- a. For the Hall and Sunnybrae MPR's, SFMI assumes that Audiovisual System Drawing and Spec submittals, and Production Lighting Criteria as described in Article 2 below are required at 100% Construction Documents/DSA Backcheck and potentially via bid Addendum.
- b. For the remaining four sites, SFMI assumes that Audiovisual System drawing and spec submittals, and Production Lighting Criteria documents as described in Article 2 below are required at 100% Design Development, 50% Construction Documents, 95% Construction Documents/DSA Submittal and 100% Construction Documents/DSA Backcheck.

ARTICLE 2 - BASIC SCOPE OF SERVICES

2.1 Audio-visual System Design

- a. Meet jointly with the District, its site stakeholders and the District's Project Architect for each site to review proposed facility and receive criteria from District for function of Project Audio-visual System(s).
 1. Based on 1.1, SFMI anticipates the MPR audiovisual requirements to include:
 - a) Video Projection system, including media input location(s).
 - b) Program audio (audio associated with the projected image)
 - c) Speech reinforcement (enhancement of talker's speech via wired and wireless microphone systems)
 - d) Wired and wireless control
 - e) Equipment rack
 2. SFMI to identify image sizes appropriate to each room size, configuration and use based on the criteria outlined by the District for the use of the system(s).
- b. Provide information to the District's Project Architectural Design Team on aspects of Audio-visual Systems impact on architectural design, including AV Systems equipment rack, screen, projector and speaker, floor/wall input locations and control panel requirements (size, location, adjacencies) and items in public view. Provide catalog cuts for review.
- c. Coordinate with the Design Team members for each site as to requirements for Audio-visual Systems to be incorporated in Documents by other disciplines, including at least:
 1. Architectural/Interiors:
 - a) Presentation/Instructional Podium: Control and A/V input integration requirements.
 - b) Projection Screen integration with reflected ceiling and wall elevations.
 - c) Backing
 2. Structural: Hanging, support and seismic restraint provisions. Project Structural Engineer for each project to provide direction on fastening and support provisions for audiovisual system elements to be included in SFMI's DSA submittal plans.
 3. Electrical: AC main power, grounding, power conditioning,
 4. Lighting Design: Requirements for ambient/glare lighting control in vicinity of screens, and in large public spaces.
- d. Provide criteria sketches for use by other disciplines of the Project Design Team.
- e. Using CAD or Revit backgrounds provided by the Project Architect for each site, prepare Audio-visual/Video Projection system subcontract drawings in Project standard format used by each Design Team including at least:

1. Title/ Legend Sheet
2. Conduit, Wiring and Device floor plans, RCP's and elevations of the MPR.
3. System Functional Diagrams
4. Screen and Projector Section Views
5. Equipment Rack Elevations
6. Wiring Details
7. Receptacle Panel Details
- f. Provide specification sections as follows:
 1. Section 27 41 00 - Common Work Results For Audio Visual Systems
 2. Section 27 41 01 - Grounding and Bonding for Audio Visual Systems
 3. Section 27 41 02 - Hangers and Supports for Audio Visual Systems
 4. Section 27 41 03 - Conduits and Back boxes for Audio Visual Systems
 5. Section 27 41 06 - Noise and Vibration Controls for Audio Visual Systems
 6. Section 27 41 07 - Identification for Audio Visual Systems
 7. Section 27 41 08 – Audio Visual Cabinets, Racks, Frames and Enclosures
 8. Section 27 41 09 – Audio Visual Cable Management
 9. Section 27 41 16 - Integrated Audio-Video Systems and Equipment
- g. Review pertinent Contract Documents for incorporation by others of Audio-visual support requirements and coordination. Review at Progress Set intervals and prior to bid issue. Issue review memo/e-mail.

2.2 Platform Lighting Criteria

- a. Meet jointly with the District, its site stakeholders and the District's Project Architect for each site to review proposed facility and receive criteria from District for function of Project Platform Production Lighting.
 1. Based on 1.1, SFMI anticipates the platform lighting requirements to include two light pipes over the platform area and one over the house/audience area to illuminate student, staff/parent and guest elementary school level performances and presentations using wall mounted controls.
 - a) Design to support of advanced theater arts "magnet" school performances is not anticipated.
- b. For each site and with each Project Design Team:
 1. SFMI to provide recommended locations of lighting pipes over platform and main floor to provide dramatic lighting for performances such as musical groups, dance, and drama.
 - a) Based on the review of plans provided under 1.1, this will require modification or removal of proposed ceiling in some projects.
 2. SFMI to provide pipe recommendation and loading requirements for pipes.
 3. SFMI to provide recommendations for lighting system equipment, including distribution and control systems.
 4. SFMI to provide a list of recommended portable lighting fixtures and accessories for general illumination of performance events.
 5. SFMI to provide coordination of control locations with existing MPR general lighting design, including coordination of performance lighting control system with occupancy sensors.
 6. SFMI to provide Standard text for inclusion in appropriate professionals' specification. Text to include requirement for contractor installation of standard "repertory lighting plot" and training for District personnel to achieve a turn-key installation ready to use with a variety of standard lighting "looks" for immediate use following project Final Completion/District Occupancy.
- c. Elementary School level Production lighting systems are typically included on the sheets of the

Project Electrical Engineer. SFMI's proposal assumes that this approach will be the used by the six projects. As a consequence of this, SFMI's deliverables for this Scope will include:

1. AutoCAD format blocks for insertion on title block by Project Electrical Engineer for each site.
2. CAD criteria sketches, PDFs, equipment cut sheets and Word documents containing suggested spec text to appear in Division 26 specs prepared by the Project Electrical Engineer for each site.

2.3 Not Used

2.4 Bid Phase Services

- a. Where requested, assist the District in marketing the Projects to prospective specialty bidders through email dissemination of the District's Public Bid Announcement following its publication.
- b. Respond to Requests for Clarification of Contract Documents. Issue addenda as required to respond.

2.5 Construction Administration - A/V Systems and Platform Production Lighting Systems

- a. Review submittals regarding A/V Systems and Platform Production Lighting Systems not to exceed one submittal and one re-submittal of each SFMI specified submittal item.
- b. Respond to requests for Clarification of Contract Documents according to Project procedures as directed by Project Architects for each site.
- c. Conduct up to one (1) construction site visits to observe progress.
 1. Construction observation shall consist of visual observation of materials, equipment or construction work for the purpose of ascertaining that the work is in substantial conformance with the Contract Documents prepared by SFMI and with the design intent.
 2. Such observation shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the Contractor in any way from his obligations and responsibilities under the construction contract. Specially, but without limitation, observation by SFMI shall not require SFMI to assume responsibilities for the means and methods of construction, nor for safety on or about the jobsite.
 3. Provide written reports of observations.
- d. Provide performance testing and checkout for the separate systems, including observation of Contractor Proof-of- Performance demonstration balancing and final adjustment review to verify compliance with requirements of the Contract Documents, (1.5 man-days/site maximum).
 1. Provide written reports of system checkouts, including punch lists.

2.6 Meetings

- a. This proposal assumes SFMI's attendance at up to three design phase meetings per site in support of the scope of services above via web-conferencing or similar.
- b. This proposal further does not assume SFMI's attendance at any construction phase meetings other than in conjunction with the construction progress observation or final punch activities listed under CA services above.

ARTICLE 3 - SERVICES NOT PROVIDED

- 3.1 Per 1.1, SFMI understands that design and/or construction administration phase services are not required for the Project in the areas of:
 - a. Acoustics: Environmental Noise Impact Studies, Exterior Noise Impact Review, LEED Analysis, Recommendations, Submittals or Post Construction Testing /Evaluation.
 - b. Audio-visual Systems: Voice/Speech Lift Systems, Satellite Television Reception Systems.
 - c. Platform Lighting: Preparation of separate PL/TL lighting sheets by the SFMI team (as opposed to having them incorporated into each site's electrical engineering package as described herein above).
 - d. Theatre Planning:
 1. Recommendation for curtains and tracks over platform.

2. Recommendations for layout and equipment for performer or technical support spaces.
 3. Design assistance with ADA compliance as related to assembly spaces.
- e. Communications Systems: LAN/WAN Systems Hardware, including Routers, Firewalls, General Purpose Network Switches, General Purpose Servers, Disk and Tape Backup Systems, Wireless Access Points, Rackmount UPS, General Purpose Computer Workstations, Printers and Related, Microwave Communications Systems, VoIP/PBX Telephone Systems, Emergency Radio Responder Coverage (ERRC)/Public Safety Radio Repeater Systems, and/or Distributed Antenna Systems (DAS)/Cellular Telephone Repeater Systems.
 - f. Communications Infrastructure: Structured Cabling Infrastructure (Data/Voice Cabling).
 - g. Outside Plant Engineering – Design of Communications Duct banks or outside plant communications cabling infrastructure, conduit proofing or documentation of existing underground communications ducts, their fill and remaining capacity for use by this Project.
 - h. Mass Notification/Mass Communications Systems: Two-way Communications Systems, Emergency Alert Systems, Public Address, Intercom Systems, MATV/CATV Distribution Systems, and/or Master Clock Systems.
 - i. Electronic Security and Safety Systems: Risk Assessment Study, Access Control, Intrusion Detection, Duress Alarms and/or CCTV (Surveillance Camera) Systems, Area of Refuge Assistance Systems, Campus Bluelight Telephone Systems.
 1. and does not propose these services.
- 3.2 Services proposed by SFMI do not include the work of licensed Design Professionals, including but not limited to the work of a registered Architect, a Professional Mechanical, Structural or Electrical Engineer or a Surveyor. Provision of such services, where required by the Project, is the work of Others.
 - 3.3 As a consequence of 3.2, SFMI does not anticipate provision of base site or building plans. Preparation of same is the work of Others, unless such provision of such work by SFMI is specifically indicated herein. Where SFMI provides documentation of existing conditions, it is understood that such work does not constitute Survey work and should not be relied upon for circumstances requiring same. Such work is performed to prepare Contract Documents appropriate to the scope of SFMI's effort and may not be accurate in gross dimension, orientation, construction materials and other areas peripheral to SFMI's scope. Moreover, such drawings represent information that is available to SFMI personnel from visual observation of the visible portions of existing conditions, review of available documentation, and/or discussions with facility personnel and contractors. The CLIENT understands that this process is subject to error due to the unavailability of complete information, representation of design or as-built conditions that were not built as drawn or undocumented modifications since preparation of the drawings.
 - 3.4 As a consequence of 3.2, SFMI is not responsible for the design or engineering of a method of means of support, suspension, attachment, fastening, bracing, restraint, etc. (hereinafter "support"). Where the work of SFMI provides guidelines as to support, final engineering shall be provided by parties licensed to do so in the Project jurisdiction
 - 3.5 SFMI's Proposal does not anticipate that SFMI will prepare an Opinion of Probable Construction Costs for the work of it designs. Such services, if required will be provided as an Additional Service.
 - 3.6 SFMI's Proposal does not anticipate that SFMI will prepare Bid Documents other than Technical Specifications as listed above and the related drawing set. Specifically, SFMI's proposal does not anticipate that SFMI will prepare Division 0 or Division 1 documents for the work SFMI has designed. Such work, if requested, will be proposed as Additional Services.
 - 3.7 SFMI's Proposal assumes that the work of this Proposal will be bid as one package one time as part of each Project's Multi Use Building bid set. SFMI's proposal does not anticipate preparation of multiple bid packages bid separately from the Project Architect's Bid Set. Such work, if requested, will be proposed as Additional Services.

- 3.8 SFMI assumes no responsibility as to the method or means of construction employed in the provision of construction and/or systems designed by SFMI, nor for safety at the Project job site.
- 3.9 SFMI's Proposal does not anticipate preparation of Record Documents from Contractor As-Builts. Such services, if required will be provided as an Additional Service.
- 3.10 Services to the Project for a period beyond the Project duration outlined in 1.2 Project Schedule. Services provided beyond this point will be either provided at SFMI's then prevailing professional rate schedule or will be provided as an Additional Service.

EXHIBIT B
Compensation

Basic Scope of Services, Test Equipment Charges, Reimbursable Expenses and Additional Services in accordance with the terms and conditions of this Proposal, as follows:

Scope			Professional Services Fee
Design Phase			
Scope	Per Site	Subtotal (Six Sites)	
Audiovisual Systems Design (Six Sites)	\$9,120	\$54,720	
Production Lighting Criteria (Six Sites)	\$3,850	\$23,100	
Total Design Phase			\$77,820
Bid Phase (Six Sites)	\$550		\$3,300
Construction Phase (Six Sites)	\$4953		\$29,720
Professional Services Fee Total (Six Sites)	\$18,473		\$110,840
Recommended NTE allowance for site travel reimbursables	\$125		\$750

- 1.1 Compensation for Basic Scope of Services. For the basic services described in Article 2, SFMI shall receive compensation on a phased fixed fee basis computed as follow
- 1.2 Reimbursable Expenses.
- a. CLIENT shall reimburse SFMI for expenses, as described in Article 2, incurred in connection with this Proposal.
- 1.3 Compensation for Additional Service. For Additional Services, as described in and requested or authorized by CLIENT in accordance with Article 9, SFMI shall receive compensation computed as follows:
- a. SFMI personnel charged at the following hourly rate schedule:
- | | |
|---------------------------------------|--------------------|
| Principal Consultants/Engineers: | \$210.00 per hour |
| Associates/Senior Engineers: | \$ 185.00 per hour |
| Project Consultants/Engineers: | \$ 170.00 per hour |
| Consultants/Engineers: | \$ 150.00 per hour |
| Technicians/CAD/BIM: | \$ 110.00 per hour |
| Production/Administrative Assistants: | \$ 72.00 per hour |
- b. Rose Steele Theatre Consulting personnel charge at the following hourly rate schedule:
- | | |
|---------------------------------------|--------------------|
| Principal Consultants: | \$ 165.00 per hour |
| Associates: | \$ 115.00 per hour |
| CAD/BIM: | \$ 115.00 per hour |
| Production/Administrative Assistants: | \$72.00 per hour |
- c. For procurement of materials or consultation with other non-SFMI personnel, cost plus ten percent (10%).
- 1.4 Invoices and Payments.
- a. Monthly Invoices. SFMI shall invoice CLIENT on a monthly basis for Professional Services, Reimbursable Expenses, Test Equipment Rental and Additional Services rendered or incurred

during the preceding month. CLIENT shall make full payment on SFMI's invoices within thirty (30) days of the invoice date.

- b. 2 in 10 Discount. SFMI's invoices are subject to a two percent (2%) discount on the invoice amount if payment is received by SFMI within ten (10) days of the invoice date.
- c. Late Payments. Payments due and unpaid on any invoice in excess of thirty (30) days shall be subject to a late charge of eighty-two and one half hundredths of a percent (.825%) per month from the date payment is due. In the event that any payment is due and unpaid on any invoice in excess of sixty (60) days, CLIENT shall be deemed to be in substantial breach of this Proposal and SFMI may, in its sole discretion, elect to suspend its services hereunder without prejudice.

ARTICLE 2 - REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for the Basic Scope of Services and any Additional Services which may be requested or authorized by CLIENT. SFMI shall invoice CLIENT for such reimbursable expenses at SFMI's cost plus 10%. Reimbursable expenses include expenses incurred by SFMI and its employees and agents in the interest of the Project, including but not limited to the following expenses:

- 2.1 When authorized in advance, expense of transportation, including mileage at the IRS reimbursement rates in effect at the time of travel, subsistence and/or lodging when traveling in connection with the Project.
- 2.2 Expense of express shipping, air freight, and any Project site expenses.
- 2.3 Expense of photocopying, binding, reproductions, CAD plotting of deliverables required by contract, expendable materials, special handling of any studies, reports, design documents, drawings and/or specifications.
- 2.4 If authorized in advance by CLIENT, the expense of any premium portion of the overtime services at premium rates.
- 2.5 Expense of renderings, models and mockups requested by CLIENT.

ARTICLE 3 - ADDITIONAL SERVICES

Services not included in the Basic Scope of Services shall be considered Additional Services of SFMI. Compensation and payment for such Additional Services shall be in accordance with the terms herein. Upon authorization or confirmation in writing by CLIENT, SFMI will furnish or obtain additional services of the following types:

- 3.1 Bid Phase and Construction Phase services, other than as are provided for under Article 2 herein.
- 3.2 Services made necessary due to changes in the general scope and/or design of the Project.
- 3.3 Revisions to documents prepared by SFMI when such revisions are inconsistent with CLIENT's prior written approval or instructions, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to any other cause not solely within the control of SFMI.
- 3.4 Furnishing copies of studies, reports, design documents, drawings and/or specifications in excess of those set forth herein.
- 3.5 Preparation of LEED/US Green Building Council submittal documentation, or similar advanced building performance documentation submittals, calculations and resubmittals, unless specifically provided for under Article 2 herein.
- 3.6 Preparation of reproducible record drawings showing significant changes in the work made during construction based upon marked-up prints, drawings and other data furnished by CLIENT to SFMI.
- 3.7 Providing repeated punching of the Contractor's work due to failure of Contractor to adequately complete the work or the specified testing of the work prior to requesting SFMI to visit the jobsite to observe the proof-of-performance testing and systems demonstration by the Contractor provided for in

SFMI's Basic Scope of Services.

- 3.8 Providing extensive assistance in the utilization of any equipment or system including, but not limited to initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.9 Providing any other services not otherwise included herein.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 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 and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 10/28/2021

Proper Name of Engineer: Smith, Fause & McDonald, Inc.

Signature: 
11136F724E0E44C...
Peter McDonald

Print Name: _____

Title: President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
(Public Contract Code section 3006)

PROJECT/CONTRACT NO.: Audio Visual Design at 6 sites between **San Mateo-Foster City School District** ("District" or "Owner") and **Smith Fause & McDonald Inc** ("Engineer") ("Contract" or "Project").

I Peter McDonald, Smith, Fause & McDonald, Inc.
Name Name of Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I Peter McDonald, Smith, Fause & McDonald, Inc.
Name Name of Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I Peter McDonald, n/a
Name Name of Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): n/a

Mailing address: n/a

Addresses of branch office used for this Project: n/a

If subsidiary, name and address of parent company: _____

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 10/28/2021

Proper Name of Engineer: Smith, Fause & McDonald, Inc.

Signature:

DocuSigned by:

11136F724E0E44C Peter McDonald

Print Name: _____

Title: President

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

PROJECT/CONTRACT NO.: Audio Visual Design at 6 sites between **San Mateo-Foster City School District** (“District”) and **Smith Fause & McDonald Inc** (“Engineer”) (“Contract” or “Project”).

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

1. Architect / Engineer’s total Fee is less than one million dollars (\$1,000,000).

OR

2. Architect / Engineer’s total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

3. Architect / Engineer’s total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 10/28/2021

Proper Name of Engineer: Smith, Fause & McDonald, Inc.

Signature:  Peter McDonald

Print Name: Peter McDonald

Title: President