

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

**Short Form Architectural Services Agreement  
Turf Design Build Project at Five Sites**

This Short Form Small Project Architectural Services (“**Agreement**”) is made as of October 26, 2021, between the **San Mateo-Foster City School District** (“**District**”) and **HMC Group**, (“**Architect**”) (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 Architect warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District; and

**WHEREAS**, the Architect 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, including without limitation Architect licensing.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The Architect 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 Architect shall commence providing services under this Agreement on October 26, 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 Architect shall not commence the Work under this Contract until the Architect has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

_____ Signed Agreement	_____ Workers' Compensation Certification
_____ Insurance Certificates & Endorsements	_____ W-9 Form
N/A _____ Bonds (as requested by District)	_____ Roofing Certification
_____ Iran Contracting Certification	

4. **Compensation.** District agrees to pay the Architect for Services satisfactorily rendered pursuant to this Agreement for **a maximum not-to-exceed amount of One Hundred Sixty Thousand Dollars (\$160,000)**. District shall pay Architect the undisputed amounts in installment payments within thirty (30) days after the Architect 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 billed through the District’s purchase order at a print shop.
6. **Materials.** Architect 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 Architect for all Services contracted for under this Agreement pursuant to the Payment Schedule attached hereto as **Exhibit “B.”**

8. **Independent Contractor.** Architect, in the performance of this Agreement, shall be and act as an independent contractor. Architect 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. Architect 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 Architect's employees.
9. **Standard of Care.** Architect'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.** Architect 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 Architect and shall not be copied in whole or in part from any other source, except that submitted to Architect by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Pursuant to Education Code 17316, the project documents produced under this Agreement shall become the property of the District. This Agreement creates a non-exclusive perpetual license for the District to use or re-use the project documents for the repair, maintenance, renovation or any other purpose related to the project site. However, the Architect's copyright to the project documents is not waived. Any such use or re-use of the project documents without the participation of the Architect shall be at the District's sole risk and without liability to the Architect.
12. **Termination.**
  - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Architect only for services properly rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Architect. Notice shall be deemed given when received by the Architect or no later than three days after the day of mailing, whichever is sooner.
  - 12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 12.2.1. material violation of this Agreement by the Architect; or
    - 12.2.2. any act by Architect exposing the District to liability to others for personal injury or property damage; or
    - 12.2.3. Architect is adjudged a bankrupt, Architect makes a general assignment for the benefit of creditors or a receiver is appointed on account of Architect'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 Architect. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Architect shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
  - 12.3. Upon termination, Architect shall provide the District with all documents produced maintained or collected by Architect pursuant to this Agreement, whether or not such documents are final or draft documents.
13. **Indemnification.**
  - 13.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect 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 Architect, 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 Architect's liability as to the active or sole negligence or willful misconduct of the District.

- 13.2. Architect'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.

#### 14. Mandatory Mediation for Claims.

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.

#### 15. Insurance.

- 15.1. The Architect 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.
- 15.1.1. **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 Architect's performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 15.1.2. **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 Architect 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.
- 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Architect's profession.

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

- 15.2. **Proof of Carriage of Insurance.** The Architect 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:

- 15.2.1. 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."
  - 15.2.2. 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.
  - 15.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Architect's insurance policies shall be primary to any insurance or self-insurance maintained by District.
  - 15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 15.3. **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.

16. **Assignment.** This Agreement shall not be assigned by the Architect.

17. **Compliance with Laws.** Architect shall observe and comply with all rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Architect shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Architect observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Architect 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 Architect's receipt of a written termination notice from the District. If Architect performs any work that is in violation of any applicable laws, ordinances, rules or regulations, without first notifying the District of the violation, Architect shall bear all costs arising therefrom.

18. **Permits/Licenses.** Architect and all Architect'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, including without limitation Architect licensing.

19. **Safety and Security:** Architect is responsible for maintaining safety in the performance of this Agreement. Architect 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.

20. **Employment with Public Agency.** Architect, if an employee of another public agency, agrees that Architect 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.

21. **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 Architect 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 Architect agrees to require like compliance by all its subcontractor(s).

22. **Fingerprinting of Employees.** The Architect 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 Architect shall not permit any employee to have any contact with District pupils until such time as the Architect 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 Architect'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 Architect. 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.

- 23. **Audit.** Architect shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Architect transacted under this Agreement. Architect shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Architect 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 Architect and shall conduct audit(s) during Architect's normal business hours, unless Architect otherwise consents.
- 24. **District's Evaluation of Architect and Architect's Employees and/or Subcontractors.** The District may evaluate the Architect in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - 24.1. Requesting that District employee(s) evaluate the Architect and the Architect's employees and subcontractors and each of their performance.
  - 24.2. Announced and unannounced observance of Architect, Architect's employee(s), and/or subcontractor(s).
- 25. **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.
- 26. **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, Architect shall neither rescind the Agreement nor stop Work, and the District agrees to continue to make progress payments in accordance with the Agreement, except that the District may withhold only those funds that are in dispute.
- 27. **Confidentiality.** The Architect and all Architect'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.
- 28. **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  
 Foster City, CA 94404  
 Attn: Amy Ruffo  
 E-mail: aruffo@smfcsd.net

**Architect**  
**HMC Group**  
 333 W. San Carlos Street, Studio 750  
 San Jose, CA 95110  
 Attn: Judy Krall  
 E-mail: Judy.Krall@hmcarchitects.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.

- 29. **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 Architect.

- 30. **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.
- 31. **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.
- 32. **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.
- 33. **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**

Date:

Signature:

Name: Patrick Gaffney

Title: Chief Business Official

**HMC Group**

Date: 11/10/2021

Signature:

DocuSigned by:  
  
 8FE5845BB47A43F...

Name: Brian Meyers

Title: Principal

**Information regarding Architect:**

Architect: Judy Krall

License No.: C30964

Address: 333 W. San Carlos Street,  
Studio 750  
San Jose, CA 95110

Telephone: 408-343-7074

E-Mail: judy.krall@hmcarchitects.com

Type of Business Entity:

- Individual  Sole Proprietorship
- Partnership  Limited Partnership
- Limited Liability Company  CA
- Corporation, State: CA
- Other: \_\_\_\_\_

Employer Identification and/or Social Security Number: 95-2109939

**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**

October 26, 2021

Ms. Amy Ruffo  
Director of Facilities and Construction  
San Mateo-Foster City School District  
1170 Chess Drive  
Foster City, CA 94404

Subject: Proposal / Agreement for Bridging Architecture Design Services  
San Mateo-Foster City School District  
San Mateo Foster City SD Synthetic Turf  
HMC #3542006-000

Dear Ms. Ruffo,

HMC Group (HMC) hereby submits the following Proposal / Agreement to provide Architectural and Engineering Services for the Bridging Architecture Design of synthetic turf projects at 5 sites in the San Mateo Foster City School District. See Reference Attachment "A" – Site Plan Exhibits.

- George Hall ES
- Brewer Island ES
- Bayside MS
- Audubon ES
- Fiesta Gardens ES

Project will require DSA 'Access Only' review. DSA will require individual submittals per school, but District may combine projects into a single package for bidding to attract larger contractors. Design-Build Contractor is responsible for construction documents including grading and drainage plans for each site, path of travel from campus core to playfields, fields striping such as kickball and soccer. Design-Build contractor will obtain DSA approval.

Since the application will be Access Only to DSA, the civil engineer also anticipates potential ADA parking stall verification (and possible improvements) and ADA pathway verification from ADA stalls to the refurbished field (and possible improvements of pathway).

Preliminary Construction Cost estimated at \$8M - \$10M.

**A. Bridging Architecture Design Consultants Included:**

- Civil Engineer
- Landscape Architect

**B. Bridging Architecture Design Scope of Services:**

**Bridging Documents**

Pre-Schematic Design level documents suitable for Bridging Documents to obtain Design-Build Entity proposals using the following methods:

1. Topographically survey the fields and ADA path of travel
2. Create concise map depicting areas with aerial photo to coordinate with survey

3. Develop Basis of Design (BOD) to define project requirements but allow DBE flexibility in proposing cost and time saving measures
4. Develop performance specs
5. Clarify intent with Bridging Documents

**Design Build Entity (DBE) Selection**

Assist District in selecting the most qualified DBE:

1. Provide design clarifications as needed
2. Assist with substitution request evaluation
3. Evaluate proposed design modifications and changes as needed
4. Evaluate bids
5. Develop response for District review
6. Respond to questions from selected DBE as needed
7. No cost modeling scope is anticipated

**CD Review/ Design Intent Review**

1. Assist or support District in reviewing DBE design and construction documents in respect to design intent compliance
2. Monthly meetings with DBE team
3. Assist as liaison as needed
4. Provide peer review as needed for design
5. Review RFIs as needed
6. No cost modeling scope anticipated – DBE provides
7. Review 80% design submittals

**DB Construction**

1. Review submittals
2. Respond to RFIs
3. Respond to substitution requests
4. Respond as needed to email and phone inquiries as related to design intent
5. No cost modeling scope anticipated – DBE provides

**B. Exclusions:**

The following items are excluded:

1. Bridging documents to a Pre-Schematic Design level is anticipated - detailed design drawings are not included
2. Field measuring of existing site or building structures and/or creating as-built documents
3. Cost Estimating
4. Architectural/ artistic or photorealistic depictions/ renderings
5. Mapping of the existing conditions, utilities, systems or surveying of equipment to be reused
6. Site and building assessments
7. Multiple design options and detailing for additive or deductive alternates that would significantly alter the set organization or require multiple additional sheets and specs
8. Code Analysis
9. Preliminary DSA meeting(s)
10. Testing, sampling, or in-depth inspections into specific areas of concern related to fields is not included
11. Fees and charges required by the City, County, Division of State Architect, or other agencies

12. Reproduction costs (reimbursable expenses are not to include costs for in-house coordination)
13. CEQA or environmental reports
14. Storm Water Pollution Prevention Plan (SWPPP)
15. Preliminary or Final Water Quality Management Plan (WQMP)
16. Construction documentation
17. DSA registration, submittal, or approval
18. Post occupancy evaluation and punch list services
19. Meetings and submittals other than outlined above
20. DSA project close out services

**C. Preliminary Project Schedule:**

Pre-Schematic Design:	Oct – Dec 21
Topographical Survey:	Nov 21
DB Bidding:	Jan – Feb 22
DB Construction Documents:	Feb – Apr 22
DB DSA Review and Approval:	Apr - June 22
DB Construction Admin Support:	June – Sept 22
DB Closeout:	Sept – Oct 22

**D. Compensation:**

HMC will provide the services outlined in the scope of Work on a fixed fee basis of **One Hundred Sixty Thousand Dollars (\$160,000)**, as follows:

**Phase Breakdown:**

Pre-Schematic Design	80%	\$ 128,000
DB Bidding Support	5%	\$ 8,000
CD / Design Intent Review	10%	\$ 16,000
DB Construction Admin support	5%	<u>\$ 8,000</u>
<b>Subtotal Fee</b>		<b>\$ 160,000</b>

Note: The District and Architect agree & acknowledge that the performance of the Architect's services may depend on circumstances that the Architect cannot control. The schedule and fee, therefore, may be extended by agreement between the Owner and Architect, except where the Architect is solely responsible for Project delays.

**E. Additional Services:**

If Additional Services are required beyond the original Scope of Work, HMC will bill on an hourly basis per Attachment "B", HMC Rate Schedule attached in the Proposal / Agreement.

1. Design Services required to mitigate DSA directives/ changes not previously in scope
2. Additional site verification visits and detailed documentation of existing facilities to be upgraded for DSA compliance not identified in original project scope
3. Additional review and coordination with District and DSA for previous project certifications related to existing facilities in potential scope of work
4. Design Revisions due to budget/cost estimate reconciliation

**F. Authorization/Agreement to Proceed:**

HMC Group is hereby requested and authorized by San Mateo-Foster City School District to provide Architectural / Engineering Services as described above. All the foregoing is agreed to and authorized by:

 _____ Brian Meyers Principal / Pre K12 Practice Leader	<u>10/26/2021</u> _____ Date	_____ Ms. Amy Ruffo Director of Facilities	_____ Date
--	------------------------------------	--	---------------

Please review this Proposal and if it meets with your approval, please sign, and return to my attention.

Sincerely,

**HMC Group**

  
\_\_\_\_\_  
Judy Krall Architect, LEED® AP  
Associate / Senior Project Manager

Encls: Attachment "A" – Site Plan Exhibits  
Attachment "B" – HMC Hourly Rate Schedule

**Legend**

-  Audubon

Crane Ave

Crane Ave

Swan St

Swan St

Avocet Ct

56,310.95 sf

7,103 sf

Audubon Elementary School

Swan St

300 ft





108,105.4 sf



2,250.83 sf

N37°33'57.6"

Leslie Creek

Bayside/ Joinville F

DWM Painting

Cresview Dr

Bayside Performing Arts Center

Bayside Academy

Kehoe Ave

Kehoe Ave

Kehoe Ave



**Legend**  
📍 Brewer Island

4,304 sf

8,417 sf

Brewer Island Elementary School Brewer Island Elementary School

34,847.52 sf

Polynesia Dr

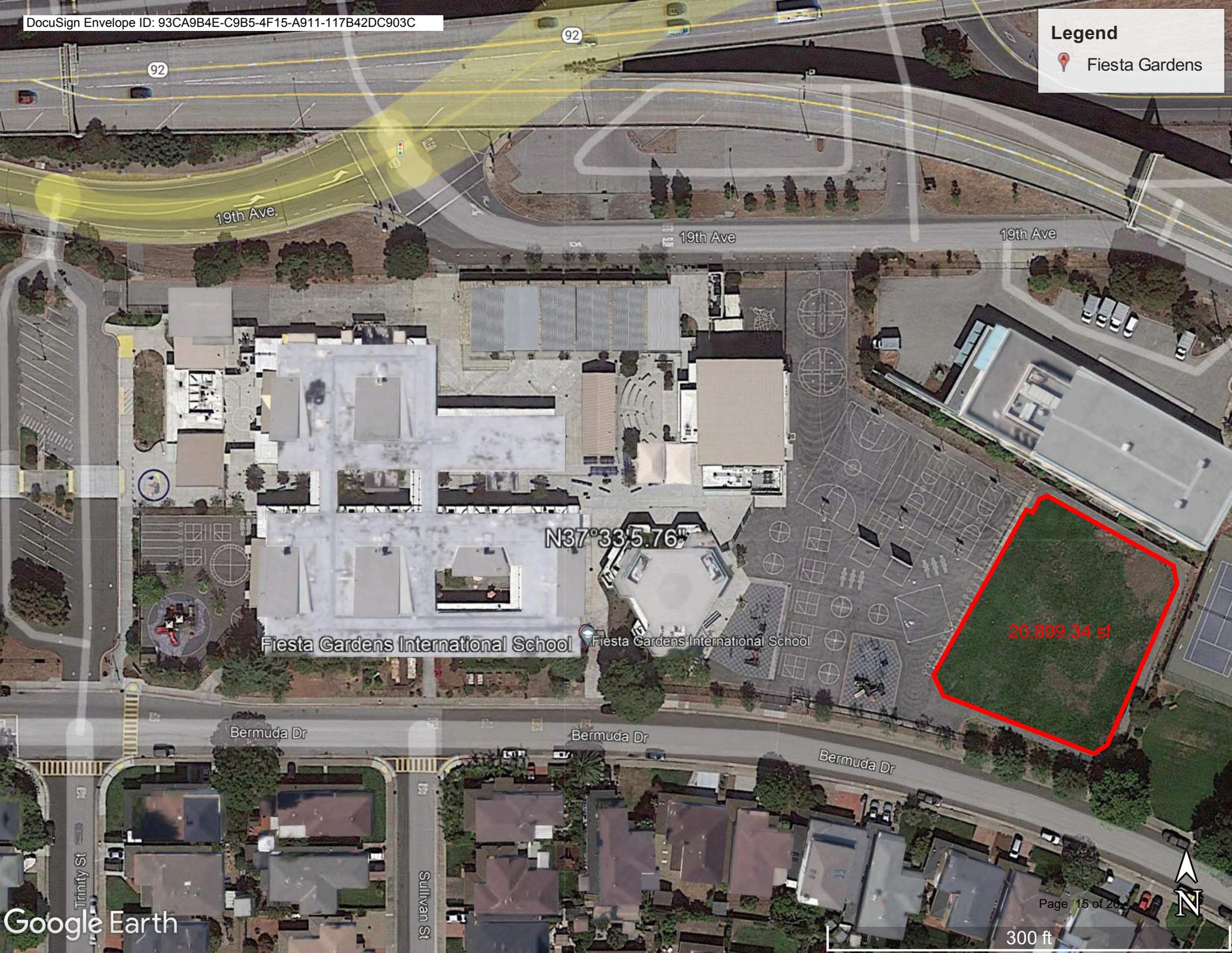
Nina Ln

Nina Ln



**Legend**

 Fiesta Gardens



92

92

19th Ave

19th Ave

19th Ave

$N37^{\circ}33'5.76''$

Fiesta Gardens International School

Fiesta Gardens International School

20,899.34 sf

Bermuda Dr

Bermuda Dr

Bermuda Dr

Trinity St

Sullivan St



Legend

George Hall



18,148.33 sf

(N) SYN TURF

(N) ASP

N37°32'13.92"

1,919.1 sf

George Hall Elementary School

San Mateo Foster City Annex

Orinda Dr

Orinda Dr

Orinda Dr

San Miguel Way

Curtiss St

Curtiss St

Curtiss St

E 38th Ave



**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: 11/10/2021

Proper Name of Architect: HMC Group

Signature: 

Name: Brian Meyers

Title: Pre K12 Practice Leader

(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.: Turf at 5 Sites between **San Mateo-Foster City School District** ("District" or "Owner") and **HMC Group**("Architect / Engineer") ("Contract" or "Project").

I Brian Meyers, HMC Group  
Name Name of Architect / 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 Brian Meyers, HMC Group  
Name Name of Architect / 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 Brian Meyers, HMC Group  
Name Name of Architect / 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"): HMC Group

Mailing address: 3546 Concourse Street, Ontario, CA 91764

Addresses of branch office used for this Project: 333 W. San Carlos Street, Studio 750, San Jose, CA 95110

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: 11/10/2021

Proper Name of Architect: HMC Group

Signature: 8FE5845BB47A43F...

Name: Brian Meyers

Title: Pre K12 Practice Leader

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: Turf at 5 sites between **San Mateo-Foster City School District** (“District”) and **HMC Group** (“Architect / 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: 11/10/2021

Proper Name of Architect / Engineer: HMC Group

Signature: 

Name: Brian Meyers

Title: Pre K12 Practice Leader