

Contract Number:

1



April 9, 2025

Erik Oden, of Maintenance & Operations
Santa Rosa City Schools
211 Ridgeway Avenue
Santa Rosa, CA 95401

Reference: PO Increase for Montgomery High School 2-Story Classroom Building Project

Erik:

Greystone West Company is requesting an increase to PO P24-03622 for the associated project management services needed for the added landscaping scope of work approved on March 12, 2025, as Change Order No. 1 to the *Montgomery High School 2-Story Classroom Building Project*.

Greystone West Company proposes to perform project management services through to completion and approval of the added scope of work for a lump sum fee of **\$52,616.34**, based on 3.5% of the cost of Change Order No. 1 (*attached for reference*). The total fee for this project, should the PO P24-032622 Increase Request be approved, will be \$1,547,523.36.

Please call me should you have any questions.

Best Regards,

Theresa Novotny
Accounting Dept.

TLCD ARCHITECTURE
CHANGE ORDER

CHANGE ORDER NO.: ONE
DATE: 2/28/2025

DSA FILE NO: 49-H7
 DSA APP. NO: 01-118024

PROJECT: MONTGOMERY HIGH SCHOOL NEW TWO-STORY CLASSROOM BUILDING
PROJECT NO: 17123.00

OWNER: SANTA ROSA CITY SCHOOLS
CONTRACTOR: WRIGHT CONTRACTING
CONTRACT DATE: 3/18/2024
CONTRACT COMPLETION DATE: 9/18/2025
PREVIOUS CONTRACT COMPLETION DATE: 9/18/2025

ORIGINAL CONTRACT SUM:	\$ 28,190,603.00
TOTAL CHANGE BY PREVIOUS CHANGE ORDERS:	\$ -
CONTRACT SUM PRIOR TO THIS CHANGE ORDER:	\$ 28,190,603.00
CONTRACT SUM WILL BE INCREASED BY THIS CHANGE ORDER:	\$ 1,503,324.00
CONTRACT TIME WILL BE INCREASED BY THIS CHANGE ORDER:	0
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE:	\$ 29,693,927.00
THE NEW CONTRACT COMPLETION DATE WILL BE:	9/18/2025

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES TO THIS CONTRACT:

ITEM	COST
1.01 Add/Revise Landscape Scope (PCO #025) Description: Revise landscape design south of new classroom building due to the removal of two additional portable buildings. Revision includes planting, hardscape, grading, and drainage between new classroom building and the existing campus. Fencing and gates have also been revised per district request. Reason: Owner discretion	\$ 1,503,324.00

TOTAL CHANGE ORDER	ONE	\$ 1,503,324.00
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TLCD ARCHITECTURE

CHANGE ORDER

CHANGE ORDER NO.: ONE
DATE: 2/28/2025
PROJECT: MONTGOMERY HIGH SCHOOL NEW TWO-STORY CLASSROOM BUILDING
PROJECT NO.: 17123.00
CONTRACT DATE: 3/18/2024
OWNER: SANTA ROSA CITY SCHOOLS

DSA FILE NO: 49-H7
 DSA APP. NO: 01-118024

SIGNATURE SHEET

Signed by:
Carl Semais 2/28/2025
2024838707FE4A4...
 ARCHITECT DATE

DocuSigned by:
Cory Rossow 2/28/2025
4D526FA076864C8...
 CONSTRUCTION MANAGER DATE

DocuSigned by:
Catherine Gotfrid 3/3/2025
5710076033C64B8...
 OWNER DATE

DocuSigned by:
Erik Oden 3/3/2025
41E98BFADD9B409...

DocuSigned by:
Duncan Young 2/28/2025
9EC0B8B73E254B7...
 CONTRACTOR DATE

CERTIFICATION

The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§12650 *et seq.* It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Governing Board of the District.

It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived.

Contract Number:

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated March 26, 2025, for reference purposes only, and is made by and between SANTA ROSA ELEMENTARY SCHOOL DISTRICT, a California public school district (“District”) and Brelje & Race (“Consultant”), (together, “Parties”).

WHEREAS, Government Code section 53060 authorizes the District to contract with independent entities for the furnishing of special and professional services and advice, if those persons are specially trained and experienced and competent to perform the services required;

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

WHEREAS, the Consultant 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. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”). [*Topo & underground utility surveys @ABES. See attached proposal.*]

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on [April 10, 2025]. Consultant shall diligently perform as required and complete performance by [May 15], unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Submittal of Documents. The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Insurance Endorsements
- Workers' Compensation Certificate
- Debarment Certification
- W-9 Form
- Scope of Work
- Fingerprinting/Criminal Background Certificate

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of [\$ 23,000]. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

5. Expenses. Expenses will not be charged for Consultant's performance of these Services, with the exception of [*none*].

6. Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.

8. Performance of Services / Standard of Care.

8.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations.

8.1.1. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

8.1.2. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

8.1.3. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess all appropriate licenses, and shall have sufficient skill and experience to perform the work assigned to them.

8.2. Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementation of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. The work completed hereunder must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. Originality of Services. Except as to standard generic details, Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination.

11.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

11.2. For Convenience by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

11.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.3.1. any material violation of this Agreement by the Consultant; or

11.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant 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.

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

12. Indemnification. To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

13. Insurance.

13.1 Insurance Requirement

Consultant shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Consultant's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence

\$ 100,000 fire damage

\$ 5,000 med expenses

\$1,000,000 personal & adv. injury

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

Workers' Compensation and Employers Liability Insurance covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Statement of verification.

Errors & Omissions (Professional Liability) coverage

\$1,000,000 per occurrence/ \$1,000,000 aggregate

Sexual Abuse and Molestation coverage

\$1,000,000 per occurrence/ \$1,000,000 aggregate

13.2. Proof of Carriage of Insurance.

Consultant, upon execution of this contract and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the District as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Consultant shall be required to provide District with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Consultant and shall be deemed included in Consultant's obligations under this Agreement at no additional charge.

14. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

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

16. Certificates/Permits/Licenses/Registration. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

17. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant 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.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant 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.

19. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

20. Fingerprinting of Employees.

The Consultant shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

20.1. Require all current and subsequent employees of Consultant who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").

20.2. Prohibit employees of Consultant from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.

20.3. Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Consultant nor any of Consultant's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

20.4. Provide a list of the names of Consultant's employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.

20.5. The District may require the Consultant and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

21. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant 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 Consultant and the Consultant's employees and subconsultants and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

24. 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.

25. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

26. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(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.

27. 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 deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

If to the District: Lisa August Associate Superintendent Business Services Santa Rosa City Schools 110 Stony Point Rd., Suite 210 Santa Rosa, CA 95401	If to the Contractor: Paul V. Bartholow 475 Aviation Blvd. Suite 120 Santa Rosa, CA 95403
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Any notice personally given or sent by facsimile or email transmission 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. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. 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.

29. 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 county in which the District's administration offices are located.

30. 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.

31. 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.

32. Incorporation of Recitals and Exhibit. The Recitals and exhibit attached hereto are hereby incorporated herein by reference.

33. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

34. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

35. Attorney's Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

36. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its

legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

37. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

38. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

39. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

[Signatures on Following Page]

CONSULTANT: Brelje & Race	SANTA ROSA CITY SCHOOLS
By: <u>Paul Bartholow</u>	By: _____
Name: <u>Paul Bartholow</u>	Name: _____
Title: <u>Sr Principal</u>	Title: _____
Date: <u>3/27/2025</u>	Date: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation Insurance in this state.
- b. 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 his 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: 3/27/2025

Name of Consultant: Brelje & Race

Signature: *Paul Bartholow*

Print Name: Paul Bartholow

Title: Sr Principal

(This certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CONFLICT OF INTEREST STATEMENT

The undersigned Consultant for the Santa Rosa City Schools is required to disclose any actual or possible conflicts of interest, the existence of his or her financial interest, and any outside alliance or professional or personal involvement that might conflict with his/her responsibilities to the District.

Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Consultant agrees it shall notify District in writing.

If the District has reasonable cause to believe that a Consultant has failed to disclose actual or possible conflicts of interest, it will provide the member an opportunity to explain the situation.

If, after hearing the response of the Consultant and making such further investigation as appropriate, the District determines that the Consultant has failed to disclose an actual or possible conflict of interest, the contract is subject to immediate termination.

I have read and understand the foregoing, and I certify that:

I do / x do not have business or financial interests in the Santa Rosa City Schools or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

By: <u> Paul Bartholow </u>
Name: <u> Paul Bartholow </u>
Title: <u> Sr Principal </u>
Date: <u> 3/27/2025 </u>

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

(Consultant REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Consultant Agreement (“Agreement”):

- Consultant’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant’s services under this Agreement.
- Consultant’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement, and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subconsultants, agents, and subconsultants’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Consultant’s services under this Agreement.

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Surveillance of Employees by District personnel.

Megan’s Law (Sex Offenders). Consultant shall verify and continue to verify that the employees of Consultant that will be on the project site and the employees of the subconsultant(s) that will be on the project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE:

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.

<p><u>CONSULTANT</u></p> <p>By: <u>Paul Bartholow</u></p> <p>Name: <u>Paul Bartholow</u></p> <p>Title: <u>Sr Principal</u></p> <p>Date: <u>3/27/2025</u></p>	
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MUST BE COMPLETED BY DISTRICT’S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

<p><u>DISTRICT:</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	
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HEALTH SCREENING CERTIFICATION

Consultant and the Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

The following Contracted Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

[Attach and sign additional pages, as needed.]

Consultant shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

Consultant further certifies that he/she has carefully read and understands Education Code 49406, regarding health screening requirements for all persons employed by and/or doing services with _____ School District when such service is in direct proximity to students of the District.

I declare under penalty of perjury the foregoing is true and correct.

Executed at Santa Rosa California on 3/27/2025

Consultant Signature: Paul Bartholow

Date 3/27/2025

Please Print Name: Paul Bartholow

Mailing Address: 475 Aviation Blvd Suite 120

Social Security Number: _____ or Tax ID: _____

Phone: _____ Fax: _____

Consultant: Please submit this certification to Site/Department with Consultant Service Agreement, if required.

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

648-102/6759457.1



EXHIBIT "A"
SCOPE OF SURVEYING SERVICES
ALBERT BIELLA ES MODERNIZATION
TOPOGRAPHIC MAPPING AND UTILITY SURVEY
PREPARED FOR
SANTA ROSA CITY ELEMENTARY SCHOOL DISTRICT
C/O BRIAN CAMERON, VPCS
PREPARED BY
BRELJE & RACE ENGINEERS
B&R JOB NO. 5144.00
March 26, 2025

Discussion

Our office was contacted to provide a proposal to prepare a design level topographic map and underground utility survey of portions of the Albert Biella Elementary School located at 2140 Jennings Avenue, Santa Rosa. This topographic mapping and utility survey is being performed to support a future anticipated modernization project. The limits of ground and utility surveys are as requested by the project manager and generally as indicated on the attached exhibit B.

1. Topographic Design Survey

Conduct field surveys, supporting office calculations, and drafting for the limits as generally depicted within the red border on the attached Exhibit B. Topographic mapping within the limits shown will include:

- Building corners
- Grade elevations at exterior doors
- Existing building finished floor elevations where possible
- Existing walkways with paired elevations at 15' o.c. for cross slope determination
- Paved areas between buildings for access compliance determination
- Top of curbs at all angle points, BCR, ECR, and at 25' o.c. maximum
- Grade shots through open paving or other areas at 50' o.c. maximum
- Swales or drainage courses
- Hardscape features
- Stairs and ramps
- Fences and gates
- Retaining walls, including TW and BW elevations
- Water valve boxes, irrigation boxes, dry utility structures, etc.
- Visible surface utility features including dips of sewer or storm structures where possible
- Grade at existing tree trunk with diameter greater than 4" at 4' height, identify species

Mapping to be prepared at a scale of 1" = 10' on the NAVD88 datum. Provide completed mapping in both pdf and AutoCAD format to client for use in design.

2. **Underground Utility Survey**

Location of underground utilities by Subtronic Corporation utilizing electromagnetic field induction and ground penetrating radar for location limited to the area indicated within the green border on the attached exhibit B:

- Metallic utilities – electric, telephone, gas, and water
- Non-metallic utilities with tracer wire visible
- Sewer and drain lines with minimum 4” cleanout or manhole access will be located by inserting a transmitter
- Incorporation of underground utility information, provided in CAD by Subtronic to Brelje & Race, into topographic mapping. Adjustment of linework, layers, and text for plan clarity.

3. **Fee**

Our fees for this work shall be billed monthly on a lump sum, percentage of completion basis, as follows:

Item 1.: Topographic Design Survey:	\$ 15,000.00
Item 2.: Underground Utility Survey:	\$ 8,000.00

Total Fee: \$ 23,000.00

Excluding fees for reproduction and plotting services, which will be billed in addition to the engineering fees.

4. **Assumptions and Limitations**

- Survey will not include features (cleanouts, manholes, drop inlets, etc.) that are obscured by vegetation, debris, or otherwise hidden.
- Subtronic Corporation shall be subcontracted by Brelje & Race to provide underground utility locating services.
- Topographic survey does not include a boundary survey. Property lines and easement locations will not be shown. For the delineation and location of property lines and easements, an additional services agreement would be necessary.
- Owner to provide any available existing record utility plans.
- Depths of utilities will be provided where possible within 10% accuracy.
- Proposal assumes that owner will pay all application, processing, inspection, and other fees in conjunction with this application.
- The Engineers Services Rate Schedule is adjusted March 1 of each calendar year. Any work performed after March 1, 2026 would be subject to adjustment based on the current fee schedule.



Red Cloud
Extents of ground
survey

Green border
Extents of
underground utility
survey

Area of Utility
Survey

Area of Utility
Survey
Alberta-Battle Elementary School

Exhibit B

Certificate Of Completion

Envelope Id: CFEC0BAE-64E2-4BFB-A245-426340B3C0D1	Status: Completed
Subject: Complete with Docusign: 2_ABES_Brelje & Race Professional Services Agreement .docx.pdf	
Source Envelope:	
Document Pages: 20	Signatures: 5
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 157.131.81.166

Record Tracking

Status: Original	Holder: Jonette Johnson	Location: DocuSign
3/26/2025 3:10:49 PM	jonette.johnson@vpcsonline.com	

Signer Events

Signer Events	Signature	Timestamp
Paul Bartholow bartholow@brce.com Sr Principal Brelje & Race Consulting Engineers Security Level: Email, Account Authentication (None)		Sent: 3/26/2025 3:18:14 PM Viewed: 3/27/2025 7:15:59 AM Signed: 3/27/2025 7:20:07 AM
	Signature Adoption: Pre-selected Style Using IP Address: 75.101.35.242	

Electronic Record and Signature Disclosure:
 Accepted: 3/27/2025 7:15:59 AM
 ID: 9a623444-bf0d-4261-b7ac-9836e83d63ef

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2025 3:18:14 PM
Certified Delivered	Security Checked	3/27/2025 7:15:59 AM
Signing Complete	Security Checked	3/27/2025 7:20:07 AM
Completed	Security Checked	3/27/2025 7:20:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Van Pelt Construction Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Van Pelt Construction Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: eric@vpcsonline.com

To advise Van Pelt Construction Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at eric@vpcsonline.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Van Pelt Construction Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to eric@vpcsonline.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Van Pelt Construction Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to eric@vpcsonline.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Van Pelt Construction Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Van Pelt Construction Services during the course of your relationship with Van Pelt Construction Services.

Contract Number:

3



MARCH 26, 2025

Santa Rosa City Schools

Document Imaging Project Proposal

Prepared By: Nathan Gamble
530-520-8825



Sample Photos of "The Cage"



Proposed Pricing for File Conversion Services “The Cage”

QTY	Location/Item	Description/Quantity	Unit Price	Ext Price
2,380,000	Standard documents based on 2800 images per box and 850 boxes.	Document up to 11x17	\$.08	\$190,400
2,380,000	Indexing Details TBD Last, First, ID, etc.	Indexing per file (Per file price)	\$0.00	\$0.00
2,380,000	QC	To ensure accuracy and quality of scan	\$0.00	\$0.00
TBD	Transportation Round trip	Pick up and Secure Transport of Documents	\$275.00	TBD
TBD	Boxing and Manifest - 50% of total are already boxes	Pulling files from drawers and loading into Bankers Boxes, Manifest/Inventory	\$4	\$TBD
850	Destruction	Letter of destruction	\$5.00	\$4,250.00
Warehouse total				\$194,650

** Please note this is an estimate, quantity/cost could change based on actual count of images at project completion **



Contract Number:

4

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated March 27, 2025, for reference purposes only, and is made by and between SANTA ROSA HIGH SCHOOL DISTRICT, a California public school district (“District”) and Miller Pacific Engineering Group (“Consultant”), (together, “Parties”).

WHEREAS, Government Code section 53060 authorizes the District to contract with independent entities for the furnishing of special and professional services and advice, if those persons are specially trained and experienced and competent to perform the services required;

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

WHEREAS, the Consultant 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. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”). [*Geotechnical Engineering Services @PHS. See attached proposal.*]

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on [April 10, 2025]. Consultant shall diligently perform as required and complete performance by [October 1, 2025], unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Submittal of Documents. The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Insurance Endorsements
- Workers' Compensation Certificate
- Debarment Certification
- W-9 Form
- Scope of Work
- Fingerprinting/Criminal Background Certificate

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of [\$ 29,800]. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

5. Expenses. Expenses will not be charged for Consultant's performance of these Services, with the exception of [*none*].

6. Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.

8. Performance of Services / Standard of Care.

8.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations.

8.1.1. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

8.1.2. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

8.1.3. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess all appropriate licenses, and shall have sufficient skill and experience to perform the work assigned to them.

8.2. Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementation of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. The work completed hereunder must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. Originality of Services. Except as to standard generic details, Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination.

11.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

11.2. For Convenience by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

11.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.3.1. any material violation of this Agreement by the Consultant; or

11.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant 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.

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

12. Indemnification. To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

13. Insurance.

13.1 Insurance Requirement

Consultant shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Consultant's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence

\$ 100,000 fire damage

\$ 5,000 med expenses

\$1,000,000 personal & adv. injury

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

Workers' Compensation and Employers Liability Insurance covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Statement of verification.

Errors & Omissions (Professional Liability) coverage

\$1,000,000 per occurrence/ \$1,000,000 aggregate

Sexual Abuse and Molestation coverage

\$1,000,000 per occurrence/ \$1,000,000 aggregate

13.2. Proof of Carriage of Insurance.

Consultant, upon execution of this contract and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the District as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Consultant shall be required to provide District with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Consultant and shall be deemed included in Consultant's obligations under this Agreement at no additional charge.

14. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

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

16. Certificates/Permits/Licenses/Registration. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

17. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant 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.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant 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.

19. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

20. Fingerprinting of Employees.

The Consultant shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

20.1. Require all current and subsequent employees of Consultant who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").

20.2. Prohibit employees of Consultant from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.

20.3. Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Consultant nor any of Consultant's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

20.4. Provide a list of the names of Consultant's employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.

20.5. The District may require the Consultant and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

21. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant 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 Consultant and the Consultant's employees and subconsultants and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

24. 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.

25. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

26. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(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.

27. 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 deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

If to the District: Lisa August Associate Superintendent Business Services Santa Rosa City Schools 110 Stony Point Rd., Suite 210 Santa Rosa, CA 95401	If to the Contractor: Miller Pacific Engineering Group PO Box 2802 Novato, CA 94948-2802
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Any notice personally given or sent by facsimile or email transmission 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. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. 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.

29. 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 county in which the District's administration offices are located.

30. 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.

31. 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.

32. Incorporation of Recitals and Exhibit. The Recitals and exhibit attached hereto are hereby incorporated herein by reference.

33. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

34. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

35. Attorney's Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

36. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its

legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

37. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

38. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

39. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

[Signatures on Following Page]

CONSULTANT: Miller Pacific Engineering Group	SANTA ROSA CITY SCHOOLS
By: <u>Benjamin S. Pappas</u>	By: _____
Name: <u>Benjamin S. Pappas</u>	Name: _____
Title: <u>Associate Engineer</u>	Title: _____
Date: <u>3/28/2025</u>	Date: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation Insurance in this state.
- b. 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 his 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: 3/28/2025

Name of Consultant: Miller Pacific Engineering Group

Signature: *Benjamin S. Pappas*

Print Name: Benjamin S. Pappas

Title: Associate Engineer

(This certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CONFLICT OF INTEREST STATEMENT

The undersigned Consultant for the Santa Rosa City Schools is required to disclose any actual or possible conflicts of interest, the existence of his or her financial interest, and any outside alliance or professional or personal involvement that might conflict with his/her responsibilities to the District.

Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Consultant agrees it shall notify District in writing.

If the District has reasonable cause to believe that a Consultant has failed to disclose actual or possible conflicts of interest, it will provide the member an opportunity to explain the situation.

If, after hearing the response of the Consultant and making such further investigation as appropriate, the District determines that the Consultant has failed to disclose an actual or possible conflict of interest, the contract is subject to immediate termination.

I have read and understand the foregoing, and I certify that:

I do / x do not have business or financial interests in the Santa Rosa City Schools or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

<p>By: <u> <i>Benjamin S. Pappas</i> </u></p> <p>Name: <u> Benjamin S. Pappas </u></p> <p>Title: <u> Associate Engineer </u></p> <p>Date: <u> 3/28/2025 </u></p>
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FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

(Consultant REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Consultant Agreement (“Agreement”):

- Consultant’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant’s services under this Agreement.

- Consultant’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement, and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subconsultants, agents, and subconsultants’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Consultant’s services under this Agreement.

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.

- Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

- ☐ Surveillance of Employees by District personnel.

Megan’s Law (Sex Offenders). Consultant shall verify and continue to verify that the employees of Consultant that will be on the project site and the employees of the subconsultant(s) that will be on the project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE:

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.

<p><u>CONSULTANT:</u> Miller Pacific Engineering</p> <p>By: <u>Benjamin S. Pappas</u></p> <p>Name: <u>Benjamin S. Pappas</u></p> <p>Title: <u>Associate Engineer</u></p> <p>Date: <u>3/28/2025</u></p>	
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MUST BE COMPLETED BY DISTRICT’S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

<p><u>DISTRICT:</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	
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HEALTH SCREENING CERTIFICATION

Consultant and the Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

The following Contracted Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

[Attach and sign additional pages, as needed.]

Consultant shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

Consultant further certifies that he/she has carefully read and understands Education Code 49406, regarding health screening requirements for all persons employed by and/or doing services with _____ School District when such service is in direct proximity to students of the District.

I declare under penalty of perjury the foregoing is true and correct.

Executed at March 28, 2025 California on 3/28/2025

Consultant Signature: *Benjamin S. Pappas*

Date 3/28/2025

Please Print Name: Benjamin S. Pappas

Mailing Address: _____

Social Security Number: _____ or Tax ID: 68-0174990

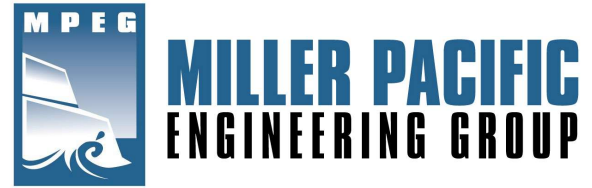
Phone: _____ Fax: _____

Consultant: Please submit this certification to Site/Department with Consultant Service Agreement, if required.

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

648-102/6759457.1



March 27, 2025
File: 25-13589pro.doc

Santa Rosa City Schools
c/o Van Pelt Construction Services
450 Chadbourne Road, Suite B
Fairfield, California 94534
Attn: Ms. Felicia Silveira

Re: Proposal for Geotechnical Engineering Services
New 2-Story Classroom Structure
Piner High School
1700 Fulton Road
Santa Rosa, California 95403

Introduction

As requested, we are pleased to propose our geotechnical engineering services for the two-story classroom structure at Piner High School located in Santa Rosa, California. This proposal is submitted in response to the Geotechnical Consultant RFP and Addendum 1 dated March 25, 2025. We understand the floor plan and specific details for the proposed classroom structure has not been finalized; however, the current project scope includes constructing an 8,000- to 10,000-square foot (footprint), 2-story classroom structure, housing 12-classrooms. The proposed classroom structure will be constructed on the southern end of the existing high school campus. Ancillary improvements will likely include, new underground utilities, site drainage, landscaping, concrete flatwork and other improvements typical of such developments.

The purpose of our services is to evaluate geologic and geotechnical conditions within the proposed project area, and to provide geotechnical recommendations and criteria for use in the planning, design and construction of the project. We customarily provide our services in phases to match project development. Based on our experience with similar projects, we recommend the following scope of services:

Phase 1 – Geotechnical Investigation

We understand this project will be reviewed by DSA and CGS. Therefore, we will perform a subsurface exploration that complies with CGS' Note 48. Per Note 48 a minimum of one point of exploration is required for every 5,000-square foot, with a minimum of two-points per structure, to analyze, at a minimum, the upper 50-feet of the soil column.

Prior to our geotechnical investigation, we will contact Underground Service Alert (USA) to locate any public utility lines which may traverse the project site. However, USA will not locate any private utilities that were constructed on campus to service the existing improvements. Therefore, we will coordinate with a utility location service to verify our exploration locations do not interfere with existing utilities. Additionally, we will obtain the necessary drilling permits from the Sonoma County Environmental Health Department. To avoid interfering with students and staff and assure their safety, we will perform our exploration during weekend or holiday hours.

Santa Rosa City Schools
Page 2

March 27, 2025

Our Subsurface exploration will include 1-soil boring performed over a 1-day period and drilled with hydraulically powered equipment. We anticipate the boring will extend roughly 50-feet below the ground surface, or a few feet into weathered bedrock. We will log our borings in the field and collect soil samples at select intervals for laboratory testing. Additionally, we will perform 2-CPTs, performed over a one-day period to depths between 50- and 100-feet below the ground surface, or to refusal. We will perform a shear wave velocity profile in one of the CPTs to aid in classifying the site soil conditions per CGS requirements.

Based on the results of our subsurface exploration and laboratory testing, we will prepare a design-level Geotechnical Investigation Report. The purpose of our report is to aid in the design and construction of the proposed project addressing the following:

- Summary of regional and local geologic conditions;
- Summary of historic seismicity;
- Summary of the existing subsurface conditions;
- Summary of the pertinent geologic hazards and associated mitigation measures
- Site grading recommendations;
- Seismic design criteria in accordance with the latest edition of the California Building Code;
- Foundation recommendations and design criteria;
- Excavation conditions and OSHA guidelines;
- Underground utility recommendations; and,
- Other geotechnical items as warranted by project features; and,

Our report will also include a site plan indicating the approximate boring locations; copies of the boring logs; laboratory test results; and other figures as needed to support our conclusions and recommendations. We will present the report to the design team for submission to DSA.

Phase 2 – Geotechnical Consultation and Plan Review

We will be available to consult and attend meetings with the project team to answer questions or provide supplemental recommendations as needed. We should review the project plans as they near completion to ensure that the intent of our recommendations has been sufficiently incorporated, and to provide a Geotechnical Plan Review letter to the City building department, as is typically required for issuance of a building permit.

Phase 3 – Construction Observation and Testing

During construction, we will visit the site intermittently to observe the Contractor's operations and test geotechnical portions of the work. We anticipate observing and/or testing foundation excavations, retaining wall construction and backfill, site grading, and other geotechnical items as requested. Upon satisfactory completion of the project, we will prepare a brief letter report documenting our observations and testing. We will also present our opinion regarding Contractor compliance with the geotechnical portion of the approved design plans and specifications.



Santa Rosa City Schools
Page 3

March 27, 2025

Contractual Arrangements

Our services will be provided in accordance with the attached Agreement and Schedule of Charges. Based on our understanding of the project and the scope of services described above, we propose the following fee arrangements:

- Phase 1 – Geotechnical Investigation, Fixed Fee, \$24,800
- Phase 2 – Geotechnical Consultation and Plan Review Time & Expense, Estimate., \$5,000
- Phase 3 – Construction Observation and Testing Time & Expense, TBD*

*Budget to be provided after plans are prepared and a construction schedule is established.

We are pleased to have the opportunity to provide our services on this project and are prepared to begin work upon your authorization. When you wish us to proceed, please return one signed original of the attached Agreement.

Sincerely,
MILLER PACIFIC ENGINEERING GROUP

Benjamin S. Pappas
Geotechnical Engineer No. 2786
(Expires 9/30/26)

Attachments: Agreement
Schedule of Charges



AGREEMENT FOR PROFESSIONAL ENGINEERING AND TESTING SERVICES

This AGREEMENT is made between MILLER PACIFIC ENGINEERING GROUP ("MPEG"), a California Corporation, and the CLIENT to provide Professional Engineering and Testing Services with respect to the PROJECT, with the following GENERAL CONDITIONS and for the FEE as described below and on the attached pages.

- 1.0 **CLIENT NAME:** Santa Rosa City Schools
c/o Van Pelt Construction Services
Attn: Ms. Felicia Silveira

ADDRESS: 450 Chadbourne Road, Suite B
Fairfield, California 94534

CLIENT PW#: 25-13589
- 2.0 **PROJECT:** Piner High School -New 2-Story Classroom Structure

LOCATION: 1700 Fulton Road
Santa Rosa, California 95403
- 3.0 **SCOPE OF SERVICES:** Geotechnical Engineering Services as below:
Phase 1 – Geotechnical Investigation
Phase 2 – Geotechnical Consultation /Plan Review
Phase 3 – Construction Observation and Testing
- 4.0 **FEE:** Phase 1 – Fixed Fee\$24,800
Phase 2 – Time & Expense Estimate.....\$5,000
Phase 3 – Time & Expense Estimate..... \$TBD*

*Budget to be provided after plans are prepared and a construction schedule is established.

FOR MPEG: _____
Benjamin Pappas, Geotechnical Engineer No. 2786 Date _____

FOR CLIENT: _____
Property Owner (Signature) Date _____

Property Owner Primary Email Address Primary Phone _____

CARE OF: _____
Owner's Representative (if applicable) Primary Phone _____

BILLING: _____
Billing Contact (if applicable) Primary Phone _____

Billing Contact Primary Email Address DIR # (If Prevailing Wage) _____

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE PROPOSAL DATE

GENERAL CONDITIONS

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which MPEG is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by MPEG as set forth in this Agreement, the Scope of Services, and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment, and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

MPEG will perform the scope of Services per Page 1 of the agreement.

2.1. Changes in Scope. If MPEG provides Client with a written confirmation of a change in the Scope of Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by MPEG on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the Scope of Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. MPEG will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. MPEG's Services under this Agreement include only those Services specified in the Scope of Services.

2.3.1. General. Client expressly waives any claim against MPEG resulting from its failure to perform recommended additional Services that Client has not authorized MPEG to perform, and any claim that MPEG

failed to perform services that Client instructs MPEG not to perform.

2.3.2. Biological Pollutants. MPEG's Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts.

MPEG's Scope of Services will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that MPEG has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless MPEG from all claims by any third party concerning Biological Pollutants, except for damages caused by MPEG's sole negligence.

3. PAYMENTS TO MPEG

3.1. Basic Services. MPEG will perform the Services set forth per the Scope of Services for the Fee and per the Schedule of Charges shown on Page 1 and Page 8 of this Agreement.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached Scope of Services, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. MPEG will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by MPEG. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that MPEG shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay MPEG at the rates set forth in the Schedule of Charges.

3.4.1. Changes to Rates. Client and MPEG agree that the Schedule of Charges is subject to periodic review and amendment, as appropriate to reflect MPEG's current fee structure. Unless Client objects in writing to the proposed amended fee structure within 30 days of invoice, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure within 30 days, and MPEG and Client cannot agree upon a new fee structure within 30 days after notice, MPEG may terminate this Agreement and be

compensated as set forth under Section 18, "Termination."

3.4.2. **Prevailing Wages.** Unless Client specifically informs MPEG in writing that prevailing wage regulations cover the Project and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless MPEG from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. MPEG offers different levels of Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the Scope of Services and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, MPEG will endeavor to perform its Services consistent with that level of care and skill ordinarily exercised by other professional practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of MPEG's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by MPEG and that MPEG does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If MPEG's Scope of Services includes observation and/or testing during the course of construction, the following conditions apply.

6.1. Construction Observation.

6.1.1. **Site Meetings & Visits.** MPEG will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the Scope of Services or, if not specified in the Scope of Services at intervals as MPEG deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, MPEG may inform Client of the progress of the geotechnical aspects of the Work. Client understands that MPEG may not be on site continuously; and, unless expressly agreed otherwise, MPEG will not observe all of the Work.

6.1.2. **Contractor's Performance.** MPEG does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of MPEG's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can MPEG be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of MPEG.

6.1.3. **Contractor's Responsibilities.** MPEG will not supervise, direct or have control over the Work nor will MPEG have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. **Final Report.** At the conclusion of Construction Phase Services, MPEG may provide Client with a written report summarizing the tests and observations, if any, made by MPEG.

6.2. Review of Contractor's Submittals. If included in the Scope of Work, MPEG will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. MPEG will review such submittals solely for general conformance with MPEG's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by MPEG on finished Work or Work in progress are taken intermittently and indicates the general acceptability of the Work on a statistical basis. MPEG's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in

accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with MPEG in any manner necessary and within its ability to facilitate MPEG's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for MPEG to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. MPEG will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that MPEG's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply MPEG with all information and documents in Client's possession or knowledge which are relevant to MPEG's Services. Client warrants the accuracy of any information supplied by it to MPEG, and acknowledges that MPEG is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify MPEG of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to MPEG the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by MPEG to any such structure or utility not so designated. MPEG is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to MPEG.

8. CHANGED CONDITIONS

If MPEG discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), MPEG will notify Client in writing of the Changed Conditions. Client and MPEG agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If MPEG and

Client cannot agree upon amended terms and conditions within 30 days after notice, MPEG may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that MPEG's Services under this Agreement are limited to geotechnical investigation and that MPEG has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that MPEG execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) MPEG believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) MPEG believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) MPEG has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by MPEG is limited to an expression of professional opinion based upon the Services performed by MPEG, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of MPEG, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees, and agents (collectively "MPEG Entities"), to Client arising from Services under this Agreement, including any indemnity obligation, defense costs, damages and attorney's fees due under this Agreement, will not exceed the gross compensation received by MPEG under this Agreement or \$50,000, whichever is greater, provided that such liability is further limited as described below. This limitation applies to all lawsuits, claims, or actions for errors or omissions in MPEG's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Client and Engineer agree that this negotiated clause was expressly and agreed upon. Upon Client's written request, MPEG and Client may agree to modify the limitation in exchange for negotiated scope or MPEG's fee, provided they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this Agreement, including Section 11.1, MPEG agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by MPEG's negligent performance of its Services under this Agreement. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of Engineer.

11.2.2. Indemnification of MPEG. Client will indemnify and hold harmless MPEG Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by MPEG's sole negligence, Client expressly agrees to defend, indemnify and hold harmless MPEG Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor MPEG will be liable to the other for any special, consequential, incidental, or penal losses or damages including but not limited to losses, damages, or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If MPEG provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. MPEG's Insurance. MPEG will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation / Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. MPEG maintains Professional Liability Insurance for our own benefit.

12.2. Contractor's Insurance. Client or Project Owner will require owner's Contractor, subcontractors and consultants to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above.

12.3. Certificates of Insurance. Upon request, MPEG and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. MPEG will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. MPEG's Documents. Unless otherwise agreed in writing, all documents and information prepared by MPEG or obtained by MPEG from any third party in connection with the performance of Services, including, but not limited to, MPEG's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of MPEG. MPEG has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by MPEG are solely for use by Client and will not be provided by either party to any other person or entity without MPEG's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by MPEG. MPEG retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. MPEG may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by MPEG in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, MPEG's electronic Documents and media will conform to MPEG's standards. MPEG will provide any requested electronic Documents for a 30-day acceptance period, and MPEG will correct any defects reported by Client to MPEG during this period. MPEG makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely and Client will not represent to any other party that it may rely on Documents without MPEG's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without MPEG's express prior written consent. Client waives any and all claims against MPEG resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through client. Client will defend, indemnify and hold harmless MPEG from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without MPEG's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If MPEG provides laboratory testing or analytic Services, MPEG will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by MPEG, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

MPEG will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. MPEG may subcontract for the services of others without obtaining Client's consent if MPEG deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by MPEG. MPEG may terminate this Agreement if Client suspends MPEG's Services for more than 60 days and Client will pay MPEG as set forth under Section 18, "Termination." If Client suspends MPEG's Services, or if Client or others delay MPEG's Services, Client and MPEG agree to equitably adjust: (1) the time for completion of the Services; and (2) MPEG's compensation in accordance with MPEG's then current Schedule of Charges for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by MPEG for demobilization and subsequent remobilization.

17.2. Liability. MPEG is not liable to Client for any failure to perform or delay in performance due to circumstances beyond MPEG's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. MPEG and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for MPEG's material breach of this Agreement, Client will pay MPEG for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in

accordance with MPEG's then current Schedule of Charges.

19. DISPUTES

19.1. Mediation. All disputes between MPEG and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of MPEG's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions

Contract Number:

5



CHANGE ORDER NO.: 1R

CHANGE ORDER 1R

Project: Rincon Valley Well
DSA File No.: N/A

Date: 3/26/25
DSA Appl. No.: N/A

The following parties agree to the terms of this Change Order:

Owner:
Santa Rosa City Schools
110 Stony Point Road
Santa Rosa, CA 95401

Contractor:
Weeks Drilling & Pump Company
 6100 Highway 12
 Sebastopol, CA 95473

Architect:
 N/A

Project Inspector:
 No DSA inspector

Reference	Description	Cost	Days Ext.
PCO # Requested by: District Performed by: Contractor Reason: Required for system to operate	Added cost to drill an additional 5' and replace the existing electrical panel/motor starter.	\$10,624.50	0
Contract time will be adjusted as follows:		Original Contract Amount:	\$141,230
Previous Completion Date: 8/10/24		Amount of Previously Approved Change Order(s):	\$0.00
<u> </u> 0 Calendar Days Extension (zero unless otherwise indicated)		Amount of this Change Order:	\$10,624.50
Current Completion Date: 8/10/24		Revised Contract Amount:	151,854.50

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District: Santa Rosa City Schools

Contractor: Weeks Drilling & Pump Co.

Lisa August, Associate
Superintendent

Date

DocuSigned by:
Brandon Burgess 3/26/2025
178D0749A58E446...

Brandon Burgess Date

Construction Manager: Greystone West Co.

Steve Petcavich Digitally signed by Steve Petcavich
DN: cn=Steve Petcavich, email=spetcavich@greystonewest.com,
c=Greystone West Company, ou=Steve Petcavich
Date: 2025.03.26 16:51:20-0700

Steve Petcavich Date

END OF DOCUMENT

Rincon Valley Middle School Well

3/11/25

Recap of Changes

Depth of the Well

The contract depth of the well was 345'. This was based on information from the old well that was abandoned. The actual drill depth ended up at 350'. The additional 5' of depth, included additional PVC casing, drill spoils removal, well pack, reaming, air lift development and test hole drilling.

Total added cost \$3,808.50

Electrical Panel

The existing electrical panel for the old well was unusable and the backboard and supports were rebuilt. A new 20HP 200V electrical panel and motor starter were installed. This work was completed prior to connecting the new conduit and wiring for the well motor.

Total added cost \$6,816.00

Total \$10,624.50





6100 Highway 12 / P.O. Box 176,
 Sebastopol, CA 95473
 Contractor's License: 177681

Water Well Drilling Proposal

QUOTE #	WDPQ4159
DATE	May 29, 2024
Salesperson	Brandon Burgess



Independently Rated
 Highest in Quality

To Rincon Valley School District

Site: 4650 Badger Rd
 Santa Rosa, CA

APN: 183-080-01

Phone:

Email:

Scope of Work:

We propose to construct a water well to an approximate depth of: 345 feet and set approximately 345 feet of 8 inch PVC casing. Costs may include:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
345	ft / Test Hole Drilling @ \$50/ft	\$50.00	\$17,250.00
345	ft / Reaming @ \$50/ft	\$50.00	\$17,250.00
345	ft / 8" SDR17 PVC Casing, Installed @ \$60/ft	\$60.00	\$20,700.00
295	ft / Well Pack, Installed @ \$30/ft	\$30.00	\$8,850.00
50	ft / Sanitary Seal, Installed @ \$30/ft	\$30.00	\$1,500.00
345	ft / Drill Soil Removal @ \$35/ft	\$35.00	\$12,075.00
8	hr / Air Lift Development @ \$400/hr	\$400.00	\$3,200.00
1	Permit & Processing	\$2,000.00	\$2,000.00
1	Tax & Misc	\$1,500.00	\$1,500.00
This estimate will be billed on a Time & Materials basis (Approximate)		TOTAL	\$84,325.00

Notes

The approximate cost of the proposed well is: \$84,325.00 more or less, depending upon conditions encountered.

This is a proposal and not a substitute for a drilling contract as required by California law. Other than unit prices listed above, we do not make any representations by this proposal. If we can serve you with your water needs please FILL OUT AND RETURN this form OR CALL OUR OFFICE with the needed information (AP#, PHONE NUMBERS and PARCEL MAPS) and we will then prepare a contract that contains the details of our agreement with you.

To accept this quotation, sign here and return: _____

Print Name: _____

Email: _____



Weeks Drilling and Pump Co.

P.O. Box 176
 Sebastopol CA 95473-0176
 707-823-3184

Drilling Invoice

Invoice#: 57083

Date: 10/10/2024

Due: Upon Receipt

License: C57-177681

Billed To: Santa Rosa High School District
 211 Ridgway Ave
 Santa Rosa CA 95401

Project: 1247507
 SRHSD, 4650 Badger Road
 4650 Badger Road
 Santa Rosa CA 95409

Part#	Description	Quantity	Price ea.	Ext Price	Sales Tax
143	Test Hole Drilling @ \$50/ft	350.00	50.00	17,500.00	N
113	Reaming @ \$50/ft	350.00	50.00	17,500.00	N
	8" Blank PVC Casing, Installed @ \$60/ft	152.00	60.00	9,120.00	N
	8" Perf PVC Casing, Installed @ \$60/ft	200.00	60.00	12,000.00	N
165	Well Pack, Installed @ \$30/ft	300.00	30.00	9,000.00	N
125	Sanitary Seal, Installed @ \$30/ft	50.00	30.00	1,500.00	N
71	Drill Soil Removal @ \$35/ft	350.00	35.00	12,250.00	N
54	Air Lift Development @ \$400/hr	12.00	400.00	4,800.00	N
108	Permit & Processing	1.00	2,000.00	2,000.00	N
9108402500	Granular Grout	7.00			N
198	Concrete	4.00			N
47	8" Centralizer per set.	10.00	90.00	900.00	N
9108000000	Hi-Yield Bentonite	5.00			N
9108402100	CETCO Super Thin #45 Bucket	3.00			N
	8 S40 Cap Slip	2.00	97.58	195.16	N

Payment Methods:

By Check:

Mail payments to:
 PO Box 176
 Sebastopol, CA 95473

By Credit Card or ACH:

Go to www.weeksdrilling.com
 Click "Pay Now"

3% service fee applied to credit card transactions.

By Wire:

Bank Name: Exchange Bank
 Account Name: Weeks Drilling and Pump Co.
 Account No.: 0040002693
 Routing No.: 121101985
 Swift Code: EXCNUS62

Non-Taxable Amount:	70,667.10
Taxable Amount:	16,098.06
Sales Tax:	1,368.34
Invoice Total	88,133.50
Payments & Credits Applied	0.00
Amount Due	88,133.50



6100 Highway 12 / P.O. Box 176,
 Sebastopol, CA 95473
 Contractor's License: 177681

Service Proposal

QUOTE #	WDPQ4271
DATE	May 29, 2024
Salesperson	Brandon Burgess



Independently Rated
 Highest in Quality

To Rincon Valley School District

Site: 4650 Badger Rd
 Santa Rosa, CA

APN:

Phone:

Email:

Scope of Work:

Well Pump Installation

1. Install new 20HP 150gpm rated stainless steel submersible pump end with 6" 200v 3phase motor.
2. Set the pump and motor on 273' of 3" galvanized pipe with couplings, a riser check valve, and a 2/0 sub-cable.
3. Install a new 8" x 3" HD well seal with vent, check valve, and union. Install an 8" x 2" well saddle for submersible wire connections.
4. Install the existing 2" cycle stop valve with 1 1/4" bypass.
5. Install a 3" cross with a fast-acting pressure relief valve and a 2" full flow valve for service and calibration.
6. Excavate a trench from the new well to the existing well equipment. Install a 3" SCH40 water line and 2" SCH40 conduit with #2 thhn wire. Make necessary plumbing and electrical connections-Backfill and compact.
7. Install 2 new 85-gal pressure tanks.
8. Cycle and calibrate the system. Place well in service.

Well Destruct

1. Obtain a permit from the county.
2. Fill well with clean gravel from the bottom to 50'.
3. Tremie cement/bentonite grout from 50' to surface with county inspection.
4. Excavate around well head down 3', remove PVC casing, and backfill with native.

Notes / Assumptions:

- a. All other existing well components are in good working order.
- b. Underground utilities located by others.
- c. Water pumped from the well to be discharged into the field.
- d. The exiting well is 8" PVC x 345' deep.

Excluded (see General Exclusions on Page Two):

- Any work not stated above.

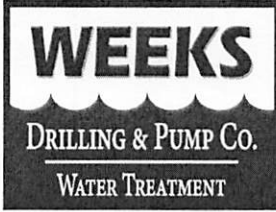
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Well Pump Installation	\$48,295.00	\$48,295.00
1	Well Destruct	\$8,610.00	\$8,610.00
This estimate will be billed: Flat Bid		SUBTOTAL	\$56,905.00
Flat Bid		SALES TAX	\$0.00
		TOTAL	\$56,905.00
		DEPOSIT	\$1,000.00

Notes

Important Notice:

The approximate cost of the proposed well is: \$56,905.00 more or less, depending upon conditions encountered.

This is a proposal and not a substitute for a drilling contract as required by California law. Other than unit prices listed above, we do not make any representations by this proposal. If we can serve you with your water needs please FILL OUT AND RETURN this form OR CALL OUR OFFICE with the needed information (AP#, PHONE NUMBERS and PARCEL MAPS) and we will then prepare a contract that contains the details of our agreement with you.



Weeks Drilling and Pump Co.

P.O. Box 176
Sebastopol CA 95473-0176
707-823-3184

Contract Invoice

Invoice#: 56610

Date: 12/19/2024

Due: Upon Receipt

License: C57-177681

Billed To: Santa Rosa High School District
211 Ridgway Ave
Santa Rosa CA 95401

Project: 2247748
SRHSD, 4650 Badger Road
4650 Badger Road
Santa Rosa CA 95409

Contract Description:

Contract# 6
Install well pump per contract.

Part#	Description	Quantity	Price	Ext Price	Sales Tax
	Fixed Price Contract	1.0000			Y

Payment Methods:

By Check:

Mail payments to:
PO Box 176
Sebastopol, CA 95473

By Credit Card or ACH:

Go to www.weeksdrilling.com
Click "Pay Now"

3% service fee applied to credit card transactions.

By Wire:

Bank Name: Exchange Bank
Account Name: Weeks Drilling and Pump Co.
Account No.: 0040002693
Routing No.: 121101985
Swift Code: EXCNUS62

Invoice Total	63,721.00
Payments & Credits Applied	0.00
Amount Due	63,721.00

Contract Number:

6

**PROJECT ASSIGNMENT
(EXHIBIT A TO AGREEMENT FOR ARCHITECTURAL SERVICES)**

This Project Assignment is executed between SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and Quattrocchi Kwok Architects (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated July 10, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

QKA to provide architectural services for the modernization and conversion at the existing Albert Biella Elementary School.

2. Basic Services. The Architect will provide the following Basic Services noted below for the above-described Project.

Basic Services Phases

- X Schematic Design
- Design Development
- Preliminary Plans Value Engineering
- Preliminary Plans Phase Constructability Review
- X Construction Documents
- Construction Drawings Value Engineering
- Construction Drawings Constructability Review
- X Bidding
- X Construction
- X Post-Construction

Design Consultants Included in Basic Services

- X Structural
- X Civil
- On-Site
- Off-Site
- X Mechanical
- X Plumbing
- X Electrical
- Telecommunications/Data

X Landscaping

X Other: Energy Consultant

3. Design Requirements and Deliverables. If applicable, the Architect will provide a list of all design requirements and deliverables to the District along with this executed Project Assignment. Said list will be attached to this Project Assignment as an exhibit and incorporated by reference herein.

4. Project Construction Budget. Two Million Dollars (\$2,000,000)

5. Architect Services Budget. _____ Dollars (\$_____).

6. Architect Compensation:

A. Contract Price. \$260,550 Lump Sum Not to Exceed.

B. Payment Method:

Allocation of Contract Price to Phases of Basic Services.

Schematic Design	20 %
Design Development	0 %
Construction Documents	48%
Government Approvals	2%
Bidding	5%
Construction Administration	20%
Post-Construction	5%

or

Hourly, not to exceed the Contract Price Above.

[insert hourly rates or reference architect proposal]

C. Additional Services Rate Schedule:

Architect Personnel

[insert hourly rates or reference architect proposal]

Design Consultants Personnel

[insert hourly rates or reference architect proposal]

6. Basic Services Submittal Schedule:

Phase	Completion Date
Schematic Design	Early May 2025
Design Development	Phase Skipped
Construction Documents	Mid Summer 2025
DSA Review and Approval	Winter 2025
Construction Administration	Spring/Summer 2026

Santa Rosa High School District

By: _____

Name: Lisa August

Title: Associate Superintendent, Business Services

ARCHITECT: QKA

By: _____

Name: _____

Title: _____



March 27th, 2025

Erik Oden
Executive Director Facilities, Maintenance, and Operations
Santa Rosa City Schools
211 Ridgway Ave., Santa Rosa, CA 95401

RE: Albert Biella Modernization
Project No.: 2452.00
DSA App No.:

Dear Erik,

Thank you for selecting QKA to provide architectural services for the modernization and conversion at the existing Albert Biella Elementary School. It's our understanding that the Early learning program is moving onto a portion of the campus and two of the buildings need to be modernized to allow for that project to move on to the site. The project consists of converting the two existing kindergarten classrooms into offices as well as adding toilet rooms to the 6 classrooms located south of the existing kindergarten room. There will be related site improvements consisting of new 2-5 age playground. The project will also include ADA path of travel improvements as required by DSA. Based on the information provided to us by Van Pelt Construction Services we have agreed to an initial Construction Cost Budget of \$2,000,000. These services are to be provided under the terms of our Master Agreement for Architectural Services dated July 14, 2023. We propose the scope of work, compensation and schedule as follows:

Scope of Work:

QKA will provide full architectural design services from Schematic Design through Construction Administration (No Design Development) and project closeout. Basic Services will be provided in each phase as described in the attached scope of the services memo.

QKA will provide the following engineering and consultant services as part of the proposed fee:

- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Architecture
- Energy Consultant



QKA will provide progress submittals at 100% Schematic Design, and 100% Construction Documents (DSA Submittal) including drawings and/or project narrative/specifications for architectural and all engineering disciplines according to the proposed schedule below.

Compensation:

QKA proposes a fixed fee for this work of \$260,550. This includes all engineering consultants described above and all reimbursable expenses per the terms of our Master Agreement. The fee will be billed monthly on a percentage of completion basis according to the following percentage breakdown by phase:

Phase	Percentage of fee
Programming and Schematic Design	20%
Design Development	0%
Construction Documents	48%
Government Approvals	2%
Bidding and Negotiations	5%
Construction Administration	20%
Closeout	5%

This fee is based on the scope of work and project budget described above. If the scope of work changes significantly from the basis of this proposal QKA will provide a proposal for additional services according to the terms of the Master Agreement.

Schedule:

We can begin work on this immediately upon approval of our agreement and propose the following schedule milestones to be finalized in collaboration with the District team:

Phase	Completion Date
Schematic Design	Early May 2025
Design Development	Phase Skipped
Construction Documents	Mid Summer 2025
DSA Review and Approval	Winter 2025
Construction Administration	Spring/Summer 2026

Exclusions:

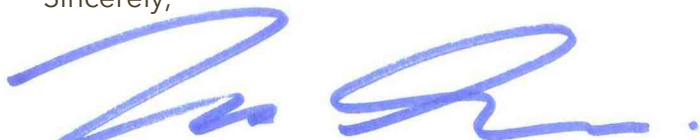
The following scope of work not included in this proposal, but can be provided as an additional service according to the terms of the Master Agreement:

- Cost estimating if the District would like to have a cost estimate completed during the project we can provide it as a supplemental service
- Fire Protection Engineering: We do not anticipate that fire sprinklers will be required. If at a later date it is determined that they will be required we will provide the required engineering as an additional service.

- Acoustic Consulting: If the District would like to have a cost estimate completed during the project we can provide it as a supplemental service.
- Bidding prior to DSA approval: Maintaining and managing a bid set as well as a DSA backcheck creates extra work for QKA to coordinate the sets. If we are required to bid the project prior to DSA approval, QKA will request additional services.

We appreciate the opportunity to provide these services to the District. Please let us know if there are any questions or concerns regarding this proposal. If the scope of work, compensation and schedule are acceptable please return a signed copy of this proposal or an agreement for these services.

Sincerely,



Kevin Chapin, Architect
Principal/Studio Leader

cc: Van Pelt Construction Services
encl. Scope of Services Appendix, Project Assignment form

_____ Date: _____
Erik Oden
Executive Director Facilities, Maintenance, and Operations

SCOPE OF SERVICES APPENDIX

Architect's Basic Services shall consist of the following items and those services further specified in the Task and Responsibilities Matrix at the end of this section:

- a. Schematic Design Phase:** Architect shall review the program furnished by District to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with District. If District requires assistance in the preparation of the program, including meetings with faculty or other representatives, this assistance shall be compensated as an Additional Service. Architect shall, as a part of Basic Services: prepare schematic design studies, drawings and other necessary documents showing site use and the scale and relationship of the components of the Project for District approval; meet with faculty or other representatives; and prepare a written time schedule for the performance of Architect's services.
- b. Design Development Phase:** Due to the size of the project and the project schedule, it was agreed to by the District that a formal Design Development Phase will not be required on this project.
- c. Construction Documents Phase:** From the approved design development documents, Architect shall prepare complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the Architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for approval by District. Architect shall assist the District and the District's Construction Manager with the preparation of Bid Documents. Architect shall assist District in filing any documents needed for obtaining the approval of any governmental authorities or other agencies having jurisdiction over the Project. When the Project involves a school building, Architect shall make best efforts to ensure that the construction documents receive all required DSA - approval prior to bidding and shall ensure that DSA approval is obtained prior to Board approval of the construction contract.
- d. Bid Phase:** Following the District's approval of construction documents and agency approval of construction documents, the Architect shall assist the District's Construction Manager (as needed) in dissemination of plans, specifications and construction contract documents among interested contractors. The Architect shall respond to bidders' questions and assist the District's Construction Manager in the creation of the Addendums. It is the Architects responsibility to submit the Addendum to the Division of the State Architect for approval.

District direction of Architect to provide bidding documents prior to agency approval is recognized as an additional service.

- e. Construction Phase:** The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:

- (1) Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.
- (2) Advise and consult with and serve as representative of District in dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract. However, all change orders affecting price shall be approved or ratified by the Governing Board of the District.
- (3) Provide general direction to any Project inspector employed by and responsible to District as required by applicable law.
- (4) Provide assistance to District for District to direct the contractor in the preparation of a set of drawings indicating exact location of buried utility lines and any other subsurface structures (as-built dimensions) which shall be forwarded to District upon completion of the Project.
- (5) Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the DSA approved plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over nor charge of, nor be responsible for, the contractor's construction sequences or procedures nor for safety precautions and programs in connection with the contractor's work.
- (6) Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies.
- (7) Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of matters which may affect the construction schedules.
- (8) Promptly notify District of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject the work or materials or both which do not conform. Architect shall promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract document. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the negligent acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.
- (9) Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

- (10) Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in the amount Architect determines is proper under the contract documents. Architect's approvals shall constitute representations to District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of Architect's knowledge, information and belief, the quality of the contractor's work is in accordance with the contract documents. Architect's approvals shall not be representations that Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (d) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.
- (11) Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.
- (12) After notice and approval by District, Architect shall have authority to reject work that does not conform to the contract documents. Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.
- (13) Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect shall respond to contractor's requests for information relating to the construction documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions nor, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (14) Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect

shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

(15) District shall require each contractor to provide District with record drawings indicating the location and size of all underground or imbedded construction and utility connections or other subsurface structures or installations not covered in the original drawings, change orders, supplemental drawings, or shop drawings. District shall require the contractor to record such construction on reproducible drawings furnished to the contractor by District. Architect shall review the contractor's completed record drawings for general completeness based on Architect's site visits. Such a review by Architect shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.

(16) Provide a color schedule of all finished materials in the project for District's review and approval.

(17) Make final detailed on-site review of the work with representatives of District and contractor, including preparation of punch list.

(18) Collect from contractor and deliver to District all written guarantees, warranties, instruction books, diagrams, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.

(19) Determine the date of final completion based on full completion of all punch list items and all requirements of the Project contract, and issue Architect's certificate of completion and final certificate for payment.

(20) Architect provided and administrated web-resident data base shall be utilized for construction clarifications, modifications, and submittal review by Owner and Contractor(s). Architect will provide required program training and access to Project data base. Use of any additional construction administration data base shall be compensated as an additional service.

f. Post-construction Phase: After completion of Construction Phase services, Architect shall be available for reasonable consultation relating to the Project and the plans drawn by Architect and any disputes related thereto. Architect may be required to provide to the District a written detailed analysis of Contractor claims as they relate to the plans and specifications. Architect shall attend meetings, at the request of District, relating to completion of any punch list or lists; relating to any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or relating to any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Above mentioned consultation from the Architect and Architects consultants extending beyond 10 hours shall be compensated as Additional Services. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps, within Architect's control, to obtain a DSA closeout letter for the Project. Services after notice of completion that are not covered by this subparagraph shall be compensated as Additional Services.

Tasks and Responsibilities Matrix		-- Provided By --			
Scope of Services		District's Responsibilities	- A/E Team -		Not Provided
			Basic Services	Additional Services	
A.	Project Administration Services (throughout all phases)				
1	Project Team Selection				
	- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, others.)	X			
	- Coordination of District's additional consultants	X			
2	Project Communications				
	- Develop / implement a Community Relations & Public Information plan	X			
	- Special school board presentations & community meetings			X	
	- Special status reports to Board & Oversight Committee			X	
	- Establish & maintain web page			X	
3	Project Administration meetings				
	- As required for A/E basic services		X		
	- Other than required for A/E basic services			X	
4	Agency consultations / approvals				
	- Local Fire Marshal		X		
	- State Office of Reg. Services (DSA, SFM)		X		
	- State Dept. of Education, School Facilities Planning		X		
5	Prepare applications & supporting documents				
	- OPSC funding applications	X			
	- Bond issue funding information	X			
	- DSA applications		X		
B.	Programming, Planning & Evaluation Services				
1	Special investigations				
	- Geotechnical and soils engineering	X			
	- Hazardous materials reports & studies	X			
2	Investigation of unknown existing conditions				
	- Property surveys / building measurements (if not available from exist'g drawings)	X			
	- On-site utility studies (locations, condition, capacity, etc)	X			
	- Off-site utility studies (locations, condition, capacity, etc)	X			
3	Comprehensive ADA compliance study			X	
4	Develop detailed program				
	- Educational specifications/program, design criteria & standards	X			
	- Detailed space/adjacency programming			X	
	- Food service plan/program				X
	- Equipment program				X
	- Construction cost estimate				X

		-- Provided By --			
		District's Responsibilities	- A/E Team -		Not Provided
Scope of Services			Basic Services	Additional Services	
5	Assistance with environmental, Negative Declaration & EIR studies				
	- Ecological studies and mitigation measures	X			
	- Traffic, noise, off-site parking, etc.	X			
	- Hearings and community meetings	X			
C.	Schematic Design Phase				
1	Review of program and budget		X		
2	Field verification of existing conditions		X		
3	Code documentation & interpretations		X		
4	Schematic site and building plans		X		
5	Preliminary sections and elevations		X		
6	Preliminary interior elevations of key spaces		X		
7	Room data sheets and/or finish schedules		X		
8	Preliminary selection of systems & materials		X		
9	Develop approximate dimensions & areas		X		
10	Preliminary description of engineering systems (mechanical, electrical, civil, structural)		X		
11	Outline specifications of major materials, systems and equipment		X		
12	Construction cost estimates				
	- Unit cost estimate		X		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			X	
13	Presentation models and/or renderings			X	
14	In-house constructability reviews		X		
15	Building Commissioning	X			
D.	Design Development Phase				
1	Code documentation & interpretations				X
2	Plans, sections, interior and exterior elevations				X
3	Development of site plan				X
4	Development of landscape plan				X
5	Typical construction details				X
6	Equipment layouts				X
7	Developed description and drawings of engineering systems (mechanical, electrical, civil, structural)				X
8	Preliminary building specifications				X
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)				X
10	Furniture, furnishings and equipment <u>not</u> included within construction contract				X
11	Construction cost estimates				X
	- Unit cost estimate				X
	- Detailed cost estimate, value engineering or life-cycle cost analyses				X

		-- Provided By --			
		District's Responsibilities	- A/E Team -		Not Provided
Scope of Services			Basic Services	Additional Services	
12	Presentation models and/or renderings				X
13	In-house constructability reviews				X
14	Building Commissioning				X
E.	Construction Documents Phase				
1	Code documentation & interpretations		X		
2	Preparation of building construction plans		X		
3	Prepare color boards		X		
4	Final building specifications		X		
5	Furniture, furnishings and equipment				
	- Included within construction contract		X		
	- <u>Not</u> included within construction contract			X	
6	Develop detailed documentation on Construction Phasing Program or Multiple Contract Delivery			X	
7	Construction cost estimates				
	- Update of DD phase cost estimate		X		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			X	
8	Prepare bidding and procurement forms		X		
9	Prepare Conditions of the Contract (Divisions 0 & 1)	X			
10	Develop Project Manual		X		
11	Presentation models and/or renderings			X	
12	In-house constructability reviews		X		
13	Documentation for verification of green building compliance (CHPS, LEED, etc.)			X	
14	Building Commissioning	X			
F.	Other Design Services				
1	Hazardous materials identification / determination of mitigation measures	X			
2	FF&E design (furnishings & movable equipment)			X	
3	Graphic & signage design				
	- Fire/life safety graphics & signage		X		
	- Other graphics & signage			X	
4	Mock-Up services (workstations, classroom design, etc.)			X	
G.	Bidding Phase Services				
1	Advertisement to potential bidders		X		
2	Pre-qualification of bidders	X			
3	Pre-bid conferences		X		
4	Distribution of bidding documents following agency		X		
5	Distribution of special bidding / bidding prior to agency approval / negotiation addenda			X	
6	Response to bidders' questions and provide clarifications		X		
7	Report / analysis of bidding results	X			

		-- Provided By --			
		District's Responsibilities	- A/E Team -		
Scope of Services			Basic Services	Additional Services	Not Provided
8	Bid dispute resolution	X			
9	Contract award processing		X		
10	Multiple Contract Construction			X	
H.	Contract Administration Services				
1	Plan & manage move-in & out activities including temporary facilities	X			
2	Site visits / observations				
	- Scheduled meetings (at intervals appropriate for progress of work, unless scheduled otherwise)		X		
	- Additional meetings			X	
3	Review Contractors' safety programs				X
4	Coordination of other construction activities				
	- Removal of non-conforming portables			X	
	- Demolition and/or removal of other structures			X	
	- Moving of utilities underground			X	
	- Utility hookups			X	
5	Multiple contract administration or multiple phase coordination efforts for single project			X	
6	Submittals & substitutions				
	- Review and respond to Contractors' proposed submittal schedules		X		
	- Receive, process, distribute submittals, shop drawings, & substitutions		X		
	- Review submittals and shop drawings		X		
	- Review proposed substitutions		X		
	- Review of substitution outside prescribed time period			X	
	- Review of redundant submittals			X	
7	Requests for Information / Clarifications				
	- Receive, process & distribute requests		X		
	- Evaluate and respond to requests		X		
	- Review of information readily available			X	
8	Change orders				
	- Receive, process & distribute Change Orders		X		
	- Changes stemming from A/E documents		X		
	- Owner and contractor initiated changes			X	
	- Review and analyze prices with contractors			X	
	- Negotiate prices with contractors			X	
9	Testing and inspection administration	X			
10	Maintain official construction logs				
	- Change order log		X		
	- Request for Information (RFI) log		X		
	- Submittal log		X		

		-- Provided By --			
		District's Responsibilities	- A/E Team -		Not Provided
Scope of Services			Basic Services	Additional Services	
11	Construction cost accounting				
	- Maintain records of payments	X			
	- Maintain District construction related costs and budget	X			
	- Coordinate & assemble contractors' payment applications	X			
	- Approve & process contractors' payment applications		X		
12	Interpretations and decisions				
	- Relating to construction documents/specifications		X		
	- Relating to General Conditions		X		
13	Project closeout				
	- Preliminary and final punch lists		X		
	- Punch lists in addition to preliminary and final			X	
	- Multiple phased punch lists		X		
	- Determination of payment withholdings		X		
	- Issuance of Certificates of Substantial Completion		X		
	- Securing and receipt of sureties	X			
	- Receipt & review of warranties & manuals		X		
	- Receipt & review of waivers of liens	X			
	- Issuance of final Certificates of Payment		X		
	- Project closeout with DSA		X		
14	Construction tours (students & community)			X	
15	Multiple Contract Construction			X	
16	Construction administration services 60 days and beyond initial construction duration established by bidding documents.			X	
17	Documentation for verification of green building compliance (CHPS, LEED, etc.)			X	
18	Building Commissioning	X			
I.	Post-Construction & Facility Operation Services				
1	Record Drawings				
	- Develop record drawings			X	
	- Review record drawings for completeness			X	
	- Compile drawings			X	
	- Update contract documents to incorporate changes			X	
2	Warranty review (to be defined)		X		
3	Detailed analysis or response to Contractor claims not due to fault of Architect			X	
4	Staff training (operating & maintaining equipment and systems)				X
5	Post-construction facility reviews (operations & performance review)				
	- Post occupancy facility review meeting			X	
	- Document defects or deficiencies			X	
	- Prepare instructions to Contractors for correction of defects			X	
6	Documentation for verification of green building compliance (CHPS, etc.)			X	
7	Project promotion	X			

Contract Number:

7



Headquarters
 2500 De La Cruz
 Santa Clara, CA 95050
 T. 669.800.2500
 oneworkplace.com

Quotation 747364

Quote Date 03/31/25

Project 244744

Customer 179074

Terms Net 30

Account Representative Nancy O'Grady

Quote To

Erik Oden
 Santa Rosa City Schools
 211 Ridgway Ave
 Santa Rosa CA 95401-4320

Ship To

Erik Oden
 MONTGOMERY HIGH SCHOOL
 1250 HAHMAN DR
 Santa Rosa CA 95405-6934

Phone +1 (707) 890-3800 x80231
 eoden@srcs.k12.ca.us

Phone +1 (707) 890-3800 x80231
 eoden@srcs.k12.ca.us

Contacts:

Via: OMNIA #0-128
 Smith System: OMNIA #2019.001899
 VS America: OMNIA #R240118
 CEF: TIPS # 161202

All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).

Invoices to be mailed to facilities@srcs.k12.ca.us



















Description	Quantity	Unit Price	Extended Price
1st floor			

CLIENT SIGNATURE _____

PRINT NAME _____ TITLE _____ DATE _____



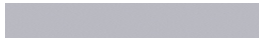

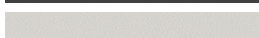







Description	Quantity	Unit Price	Extended Price
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Subsection Finish Summary

790960 790960 - Fusion Maple			
799060 799060 - MISSION MAPLE LAMINATE			
MAP MAP - Fusion Maple			
MIM MIM - MISSION MAPLE			
PLT PLT - Platinum			
PLT PLT - Platinum			
~ Not selected	No Image Available		
03U Graphite mesh	No Image Available		
18BB Black low-profile 5-star base	No Image Available		
9FA Ships 95% assembled	No Image Available		
STEEL Origin Steel	No Image Available		
Tile or Screen			
PLT PLT - PLATINUM			
SSHK SSHK - SHARK			
Worksurface			
799060 799060 - MISSION MAPLE LAMINATE			
MIM MIM - MISSION MAPLE			
PLT PLT - PLATINUM			
Storage Accessory			
799060 799060 - MISSION MAPLE LAMINATE			
MIM MIM - MISSION MAPLE			
PLT PLT - Platinum			
SMDT SMDT - MEDITERRANEAN			
Pedestal			
CHARCO CHARCOAL - CHARCOAL	No Image Available		
PLT PLT - Platinum			
Table			
799060 799060 - MISSION MAPLE LAMINATE			
MIM MIM - MISSION MAPLE			
PLT PLT - PLATINUM			

CLIENT SIGNATURE _____

PRINT NAME _____ TITLE _____ DATE _____

Description	Quantity	Unit Price	Extended Price
2HAK 2HAK - CLEAR OAK (HPL)  Seating CHARCO CHARCOAL - CHARCOAL No Image Available PLT PLT - Platinum  4799 4799 - PLATINUM METALLIC  5623 5623 - CYCLONE  6337 6337 - ELEMENT  6BD5 6BD5 - HONEY 			
1 01455_000 - Shift+ Base freeform teacher's table, gas-filled strut height adjustment from 71-114cm, table top WxD 67x50.5cm 230 metal color 059 arctic 348 top 055 Chipboard laminated 209 thickness 190 19mm 356 color laminate 028 natural maple laminate 500 glides / castors 060 mobile 502 Equipment under table/seat 014 with storage basket 903 packaging 002 with export protection VSFURNITUR Tag For CLASSROOM 01455_000	9T	910.00	8,190.00
2 02132 - Numbers Adjusted Height Student Desk - Petal Leg Finish: Smith System Paint PLT - PLATINUM  Worksurface Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE  Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  SMITHSYSTE Tag For CLASSROOM 30/34	36T	283.78	10,216.08
3 02241 - Numbers Adjusted Height 2-Student Desk Highrange - 24X54 Leg Finish: Smith System Paint PLT - PLATINUM  Worksurface Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE  Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  SMITHSYSTE Tag For CLASSROOM 24/54	126T	454.05	57,210.30
4 22855 - Numbers 4-Leg Mobile Chair- Size 6(18")	108T	139.46	15,061.68

CLIENT SIGNATURE _____

PRINT NAME _____ TITLE _____ DATE _____



Headquarters
 2500 De La Cruz
 Santa Clara, CA 95050
 T. 669.800.2500
 oneworkplace.com

Description	Quantity	Unit Price	Extended Price
4 Frame Finish: Smith System Paint PLT - PLATINUM Shell Finish: Smith System Plastic CHARCOAL - CHARCOAL SMITHSYSTE Tag For CLASSROOM NUMBERS			
5 22879 - NUMBERS CANTILEVER CHAIR- SIZE 6(18") Frame Finish: Smith System Paint PLT - PLATINUM Shell Finish: Smith System Plastic CHARCOAL - CHARCOAL Glide: Standard Nylon Base Glide SMITHSYSTE Tag For CLASSROOM NUMBERS	108T	124.86	13,484.88
6 22889 - Numbers Fixed Height Stool - Size 6 (24" Height) Frame Finish: Smith System Paint PLT - PLATINUM Shell Finish: Smith System Plastic CHARCOAL - CHARCOAL Glide: Standard Nylon Base Glide SMITHSYSTE Tag For CLASSROOM NUMBERS	36T	175.68	6,324.48
7 26160 - Cascade Teacher Desk-Single Bullet Box/Box/File Pedestal (Left Hand) Laminate Top Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE Edge: F - 1 1/4in Top w 3mm Edgbd Edge Finish: Smith System Plastic MIM - MISSION MAPLE Frame Finish: Smith System Paint PLT - PLATINUM SMITHSYSTE Tag For CLASSROOM 24/60-D	4T	779.46	3,117.84
8 45410_000 - VS America SpaceWalk; Mobile storage element with rails for Certwood bins; 14.45W; 19.05D; 39.25H; Row 1 receives 3" buns clear; Basic Model; Finished Back; Side Cladding Both Sides; Front; Lock Unified locking 18001 Metal Color Frame 084 Oxblood Metal Color Top 059 Arctic Finished Back Steel 059 Arctic Side Cladding 059 Arctic Front 059 Arctic	18T	1,068.67	19,236.06

CLIENT SIGNATURE _____

PRINT NAME _____ TITLE _____ DATE _____



Headquarters
 2500 De La Cruz
 Santa Clara, CA 95050
 T. 669.800.2500
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Description	Quantity	Unit Price	Extended Price
8 VSFURNITUR Tag For CLASSROOM 45410_000			
9 55000 - Soft Rocker Surface Finish: Alphabet SMDT - MEDITERRANEAN SMITHSYSTE Tag For CLASSROOM FLOWFORM	18T	490.81	8,834.58
10 55013 - FLEXSCREEN-BUBBLES Screen Finish: Smith System PET SSHK - SHARK Foot Finish: Smith System Paint PLT - PLATINUM SMITHSYSTE Tag For CLASSROOM FLOWFORM	9T	1,191.35	10,722.15
11 60168 - 2" Caster 4-Pack-Locking-Friction Stem-Polyurethane Tread SMITHSYSTE Tag For CLASSROOM CSTR/4	162T	78.92	12,785.04
12 782T - 4-UP mesh back sit-to-stand stool Control Mechanism: 67C-LS-FT: Sit to Stand with advanced synchro B: Black frame ~: Not selected 11TDR: Telescoping gas lift with black foot ring 39A6: Black roll back adjustable arm 18BB: Black low-profile 5-star base CASTERS OR GLIDES: 16HP: Black carpet casters ~: Not selected Mesh: 03U: Graphite mesh PACKAGING: 9FA: Ships 95% assembled Textile: GR-A: Grade A ORIGIN: Origin (Momentum) STEEL: Origin Steel VIA	9T	771.84	6,946.56

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




Description		Quantity	Unit Price	Extended Price
12	Tag For CLASSROOM 782T			
13	CLBAA - Smith Systems CONSTELLATE STORAGE MID-UNIT WITH SHELVES Quantity - Upper/Stand Alone 3 Inch Tote: 0.00000 Caster or Glide: C - Casters Door: B - Full Doors Tote: 0 - n/a Case Finish: Smith System Laminate 790960 - Fusion Maple  Case Edge Finish: Smith System Plastic MAP - Fusion Maple  Handle Finish: Smith System Plastic PLT - Platinum  SMITHSYSTE Tag For CLASSROOM Mid-S	27T	738.38	19,936.26
14	CLFAB - Smith Systems CONSTELLATE STORAGE DOUBLE MID CLUSTER WITH UPPER-SHELVES, LOWER-SHELVES Caster or Glide: C - Casters Door: F - Lower 30" Tote: 0 - n/a Case Finish: Smith System Laminate 790960 - Fusion Maple  Case Edge Finish: Smith System Plastic MAP - Fusion Maple  Handle Finish: Smith System Plastic PLT - Platinum  SMITHSYSTE Tag For CLASSROOM Mid-S/Mid-S	18T	1,238.38	22,290.84
15	HATT3648 - CEF HEIGHT ADJUSTABLE TILT TABLE 36"W x 48"L with height adjustable legs from 29"to 55", platinum base Standard Markerboard White CUSTOMEDUC Tag For CLASSROOM	9T	1,628.00	14,652.00
16	P1-GSL-LOCKING CASTE - Locking Casters for Gas Shock Legs. Set of 4. CUSTOMEDUC	9T	93.33	839.97
17	S26161 - Cascade Teacher Desk-Single Bullet Box/Box/File Pedestal (Right Hand) Laminate Top Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE 	5T	779.46	3,897.30

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Description	Quantity	Unit Price	Extended Price
17 Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  Frame Finish: Smith System Paint PLT - PLATINUM  SMITHSYSTE Tag For CLASSROOM 24/60-D			
18 TS31202B - Shortcut-Stool, Multipurpose Shell Finish: Plastic - PG1 6337 - ELEMENT  Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC  Cushion: No Cushion Caster or Glide Type: Hard Casters Steelcase Tag For CLASSROOM SHORTCUT	72T	417.96	30,093.12
19 TS4TPT - Campfire; Paper Table Base Finish: LAMINATE (HPL) 2HAK - CLEAR OAK (HPL)  Table: NO PAPER WITH GLASS TOP Steelcase Tag For CLASSROOM PAPER	9T	669.08	6,021.72
20 TSBUOY - Buoy; Seat, Cap Cap: Upholstered Cap Surface Finish: Stand In 5623 - CYCLONE  Body Surface Finish: Plastic - PG2 6BD5 - HONEY  Steelcase Tag For CLASSROOM BUOY	9T	263.16	2,368.44
21 XBRICK - X-Brick; 9.85"D x 13.25"W x 19.75"H Color BL Black MUZO Tag For CLASSROOM XBRICK	9T	150.00	1,350.00
22 XBRICK - X-Brick; 9.85"D x 13.25"W x 19.75"H Color LG Light Grey MUZO Tag For CLASSROOM XBRICK	9T	170.00	1,530.00
23 XBRICK - X-Brick; 9.85"D x 13.25"W x 19.75"H	9T	187.33	1,685.97

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Description	Quantity	Unit Price	Extended Price
23 Color OC Ocean Green MUZO Tag For CLASSROOM XBRICK			
Sub Total			276,795.27
Estimated Tax Rate - 9.750%			26,987.54
Total			303,782.81
2nd Floor			

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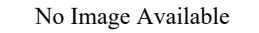
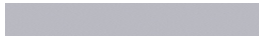









Description	Quantity	Unit Price	Extended Price
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Subsection Finish Summary

790960 790960 - Fusion Maple			
799060 799060 - MISSION MAPLE LAMINATE			
MAP MAP - Fusion Maple			
MIM MIM - MISSION MAPLE			
PLT PLT - Platinum			
PLT PLT - Platinum			
~ Not selected	No Image Available		
03U Graphite mesh	No Image Available		
18BB Black low-profile 5-star base	No Image Available		
9FA Ships 95% assembled	No Image Available		
STEEL Origin Steel	No Image Available		
Tile or Screen			
PLT PLT - PLATINUM			
SSHK SSHK - SHARK			
Worksurface			
799060 799060 - MISSION MAPLE LAMINATE			
MIM MIM - MISSION MAPLE			
PLT PLT - PLATINUM			
Storage Accessory			
799060 799060 - MISSION MAPLE LAMINATE			
MIM MIM - MISSION MAPLE			
PLT PLT - Platinum			
SMDT SMDT - MEDITERRANEAN			
Pedestal			
CHARCO CHARCOAL - CHARCOAL	No Image Available		
PLT PLT - Platinum			
Table			
799060 799060 - MISSION MAPLE LAMINATE			
MIM MIM - MISSION MAPLE			
PLT PLT - PLATINUM			

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Description	Quantity	Unit Price	Extended Price
2HAK 2HAK - CLEAR OAK (HPL)  Seating CHARCO CHARCOAL - CHARCOAL  PLT PLT - Platinum  4799 4799 - PLATINUM METALLIC  5623 5623 - CYCLONE  6337 6337 - ELEMENT  6BD5 6BD5 - HONEY 			
24 01455_000 - VS America Shift+ Interact; Height adjustable sit-at/stand-at lectern/table; 26.4W; 19.95D; Chipboard Laminated; 3/4in Thickness; Equipment under table/seat; With Storage Basket Top Chipboard Laminated Metal Color 059 Arctic Color Laminate 028 Natural Maple Laminate VSFURNITUR Tag For CLASSROOM 01455_000	6T	910.00	5,460.00
25 02132 - Numbers Adjusted Height Student Desk - Petal Leg Finish: Smith System Paint PLT - PLATINUM  Worksurface Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE  Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  SMITHSYSTE Tag For CLASSROOM 30/34	24T	283.78	6,810.72
26 02241 - Numbers Adjusted Height 2-Student Desk Highrange - 24X54 Leg Finish: Smith System Paint PLT - PLATINUM  Worksurface Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE  Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  SMITHSYSTE Tag For CLASSROOM 24/54	84T	454.05	38,140.20
27 22855 - Numbers 4-Leg Mobile Chair- Size 6(18") Frame Finish: Smith System Paint PLT - PLATINUM 	72T	139.46	10,041.12

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Description	Quantity	Unit Price	Extended Price
27 Shell Finish: Smith System Plastic CHARCOAL - CHARCOAL SMITHSYSTE Tag For CLASSROOM NUMBERS			
28 22879 - NUMBERS CANTILEVER CHAIR- SIZE 6(18") Frame Finish: Smith System Paint PLT - PLATINUM  Shell Finish: Smith System Plastic CHARCOAL - CHARCOAL Glide: Standard Nylon Base Glide SMITHSYSTE Tag For CLASSROOM NUMBERS	72T	124.86	8,989.92
29 22889 - Numbers Fixed Height Stool - Size 6 (24" Height) Frame Finish: Smith System Paint PLT - PLATINUM  Shell Finish: Smith System Plastic CHARCOAL - CHARCOAL Glide: Standard Nylon Base Glide SMITHSYSTE Tag For CLASSROOM NUMBERS	24T	175.68	4,216.32
30 26160 - Cascade Teacher Desk-Single Bullet Box/Box/File Pedestal (Left Hand) Laminate Top Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE  Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  Frame Finish: Smith System Paint PLT - PLATINUM  SMITHSYSTE Tag For CLASSROOM 24/60-D	3T	779.46	2,338.38
31 45410_000 - VS America SpaceWalk; Mobile storage element with rails for Certwood bins; 14.45W; 19.05D; 39.25H; Row 1 receives 3" buns clear; Basic Model; Finished Back; Side Cladding Both Sides; Front; Lock Unified locking 18001 Metal Color Frame 084 Oxblood Metal Color Top 059 Arctic Finished Back Steel 059 Arctic Side Cladding 059 Arctic Front 059 Arctic VSFURNITUR	12T	1,068.67	12,824.04

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Description	Quantity	Unit Price	Extended Price
31 Tag For CLASSROOM 45410_000			
32 55000 - Soft Rocker Surface Finish: Alphabet SMDT - MEDITERRANEAN SMITHSYSTE Tag For CLASSROOM FLOWFORM	12T	490.81	5,889.72
33 55013 - FLEXSCREEN-BUBBLES Screen Finish: Smith System PET SSHK - SHARK Foot Finish: Smith System Paint PLT - PLATINUM SMITHSYSTE Tag For CLASSROOM FLOWFORM	6T	1,191.35	7,148.10
34 60168 - 2" Caster 4-Pack-Locking-Friction Stem-Polyurethane Tread SMITHSYSTE Tag For CLASSROOM CSTR/4	108T	78.92	8,523.36
35 782T - 4-UP mesh back sit-to-stand stool Control Mechanism: 67C-LS-FT: Sit to Stand with advanced synchro B: Black frame ~: Not selected 11TDR: Telescoping gas lift with black foot ring 39A6: Black roll back adjustable arm 18BB: Black low-profile 5-star base CASTERS OR GLIDES: 16HP: Black carpet casters ~: Not selected Mesh: 03U: Graphite mesh PACKAGING: 9FA: Ships 95% assembled Textile: GR-A: Grade A ORIGIN: Origin (Momentum) STEEL: Origin Steel VIA	6T	771.84	4,631.04

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Description		Quantity	Unit Price	Extended Price
35	Tag For CLASSROOM 782T			
36	CLBAA - Smith Systems CONSTELLATE STORAGE MID-UNIT WITH SHELVES Quantity - Upper/Stand Alone 3 Inch Tote: 0.00000 Caster or Glide: C - Casters Door: B - Full Doors Tote: 0 - n/a Case Finish: Smith System Laminate 790960 - Fusion Maple  Case Edge Finish: Smith System Plastic MAP - Fusion Maple  Handle Finish: Smith System Plastic PLT - Platinum  SMITHSYSTE Tag For CLASSROOM Mid-S	18T	738.38	13,290.84
37	CLFAB - Smith Systems CONSTELLATE STORAGE DOUBLE MID CLUSTER WITH UPPER-SHELVES, LOWER-SHELVES Caster or Glide: C - Casters Door: F - Lower 30" Tote: 0 - n/a Case Finish: Smith System Laminate 790960 - Fusion Maple  Case Edge Finish: Smith System Plastic MAP - Fusion Maple  Handle Finish: Smith System Plastic PLT - Platinum  SMITHSYSTE Tag For CLASSROOM Mid-S/Mid-S	12T	1,238.38	14,860.56
38	HATT3648 - CEF HEIGHT ADJUSTABLE TILT TABLE 36"W x 48"L with height adjustable legs from 29"to 55", platinum base Standard Markerboard White CUSTOMEDUC Tag For CLASSROOM	6T	1,628.00	9,768.00
39	P1-GSL-LOCKING CASTE - Locking Casters for Gas Shock Legs. Set of 4. CUSTOMEDUC	6T	93.33	559.98
40	S26161 - Cascade Teacher Desk-Single Bullet Box/Box/File Pedestal (Right Hand) Laminate Top Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE 	3T	779.46	2,338.38

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Description	Quantity	Unit Price	Extended Price
40 Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  Frame Finish: Smith System Paint PLT - PLATINUM  SMITHSYSTE Tag For CLASSROOM 24/60-D			
41 TS31202B - Shortcut-Stool, Multipurpose Shell Finish: Plastic - PG1 6337 - ELEMENT  Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC  Cushion: No Cushion Caster or Glide Type: Hard Casters Steelcase Tag For CLASSROOM SHORTCUT	48T	417.96	20,062.08
42 TS4TPT - Campfire; Paper Table Base Finish: LAMINATE (HPL) 2HAK - CLEAR OAK (HPL)  Table: NO PAPER WITH GLASS TOP Steelcase Tag For CLASSROOM PAPER	6T	669.08	4,014.48
43 TSBUOY - Buoy; Seat, Cap Cap: Upholstered Cap Surface Finish: Stand In 5623 - CYCLONE  Body Surface Finish: Plastic - PG2 6BD5 - HONEY  Steelcase Tag For CLASSROOM BUOY	6T	263.16	1,578.96
44 XBRICK - X-Brick; 9.85"D x 13.25"W x 19.75"H Color BL Black MUZO Tag For CLASSROOM XBRICK	6T	150.00	900.00
45 XBRICK - X-Brick; 9.85"D x 13.25"W x 19.75"H Color LG Light Grey MUZO Tag For CLASSROOM XBRICK	6T	170.00	1,020.00
46 XBRICK - X-Brick; 9.85"D x 13.25"W x 19.75"H	5T	187.33	936.65

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Description	Quantity	Unit Price	Extended Price
46 Color OC Ocean Green MUZO Tag For CLASSROOM XBRICK			
47 22842 - Numbers Adjustable Height Stool; 28"D x 28"W x 23.5"-33.5"H; 5-Star Base in Black, Chrome Footrest, Pneumatic Lift Shell Charcoal SMITHSYSTE Tag For SCIENCE LAB OPT 1 22842	25T	267.57	6,689.25
48 22842 - Numbers Adjustable Height Stool; 28"D x 28"W x 23.5"-33.5"H; 5-Star Base in Black, Chrome Footrest, Pneumatic Lift Shell Cerulean SMITHSYSTE Tag For SCIENCE LAB	25T	267.57	6,689.25
Sub Total			197,721.35
Estimated Tax Rate - 9.750%			19,277.83
Total			216,999.18
49 45318 - Shift+ Landscape low cabinet w/shelves, middle partition 506 sliding handle 009 2 sliding handles 237 metal color handle 059 arctic 340 body 001 chipboard décor 341 body color laminate 028 natural maple laminate 344 base type 029 mobile, spec.castors, d= 10cm 361 finished back 022 perforated metal 362 color finished back 059 arctic 505 equipment 074 with magnet for linking 544 Row 1 002 2 adj. shelf inserts like body 545 Row 2 002 2 adj. shelf inserts like body VSFURNITUR	7T	1,213.33	8,493.31
50 CONTRACT FEE - Omnia Contract Fee VSFURNITUR	1T	N/C	N/C
51 FREIGHT - Muzo Freight MUZO	1T	1,642.67	1,642.67
52 FREIGHT - Freight includes liftgate. REF 11349052 CUSTOMEDUC	1T	2,996.00	2,996.00
53 TARIFF - Via Tariff Surcharge VIA	1T	434.16	434.16
54 FREIGHT - Smith System Freight	1T	29,186.00	29,186.00

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Description	Quantity	Unit Price	Extended Price
54 SMITHSYSTE			
55 25030399T - Deliver, assemble/place: 15 general classrooms-all are typical 2 labs with stools only. 50 stools total between the two labs. Regular hours. Prevailing wage. ONEWORKPLA	1T	62,171.43	62,171.43
56 PROJECT MANAGEMENT - Project Management ONEWORKPLA	1T	7,600.00	7,600.00
57 DESIGN - Design Fee ONEWORKPLA	1T	8,750.00	8,750.00
Quotation Totals			
Sub Total			595,790.19
Estimated Tax Rate - 9.750%			58,089.54
Grand Total			653,879.73

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End of Quotation

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1. QUOTATIONS AND ORDERS

TERM: All prices are guaranteed for 30 days from date of quotation.

- a. **PAYMENT TERMS:** Balance is due in full net thirty (30) days from date of invoice. For open punch list items, an amount commensurate to items in question and no greater than 10% may be withheld until completion as per standard industry practice.
- b. **DELAYS:** If, for any reason, Buyer is unable to receive product at the job site on the mutually agreed upon delivery date, product will be deemed delivered and will be invoiced as if delivered
- c. **CANCELLATIONS:**
All product is manufactured to customer specifications and, therefore, cannot be canceled once produced or in production, or returned. Restocking programs are not available.
- d. **EXTRA HANDLING DUE TO SITE CONDITIONS:** Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons beyond Seller's control not specifically identified in the price quotation at a standard hourly rate or actual charges if performed by a third party.

2. DELIVERY AND INSTALLATION

- a. **SELLER'S RESPONSIBILITIES:** Seller assumes responsibility to receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be clean and put into good working order. Cartoning and packing materials will be removed and premises left in good order. When applicable, Seller may direct shipments directly to the job site.
- b. **FREIGHT CLAIMS:** Claims for product damaged in transit, other than drop shipments, will be processed by Seller and damaged product will be repaired or replaced to the reasonable satisfaction of Buyer.
- c. **WARRANTIES:**
SELLER MAKES NO WARRANTIES OF PRODUCT SOLD HEREUNDER WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE FURNITURE IS FIT FOR ANY PARTICULAR PURPOSE.

FORCE MAJEURE

Neither Party will be liable for a delay in performing its obligations under this Agreement or any Order to the extent that delay is caused by insurrection, war, terrorism, riot, explosion, nuclear incident, fire, flood, earthquake, or other catastrophic event or Act of God beyond the reasonable control of the affected Party.

These terms apply unless an alternative MSA has been agreed upon.

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