

Contract Number:

1

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated May 14, 2025, for reference purposes only, and is made by and between Santa Rosa Elementary School District (“District”) and Crawford & Associates, Inc. (“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”).[*Geotech @ HLES. See proposal attached.*]

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on [May 29, 2025]. Consultant shall diligently perform as required and complete performance by [August 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 [\$38,453.10]. 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 Interim Superintendent Santa Rosa City Schools 110 Stony Point Rd., Suite 210 Santa Rosa, CA 95401	If to the Contractor: Crawford & Associates, Inc. 4701 Feeport Boulevard, Sacramento, CA 95822
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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.

CONSULTANT: Crawford & Associates, Inc.	SANTA ROSA ELEMENTARY SCHOOL DISTRICT
By: _____	By: _____
Name: _____	Name: <u>Lisa August</u>
Title: _____	Title: <u>Interim Superintendent</u>
Date: _____	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: _____

Name of Consultant: Crawford & Associates, Inc.

Signature: _____

Print Name: _____

Title: _____

(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 / ___ 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: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</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></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</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: <u>Lisa August</u> _____</p> <p>Title: <u>Interim Superintendent</u> _____</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 _____, California on _____

Consultant Signature: _____

Date _____

Please Print Name: _____

Mailing Address: _____

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

May 12, 2025

Geotechnical and Geohazard Scope of Services

TK Classroom at Helen Lehman Elementary School Project

Santa Rosa, CA

PROJECT DESCRIPTION

Crawford and Associates, Inc (Crawford) understands that Van Pelt Construction Services (VPCS) is working with the Santa Rosa School District (District) to support the proposed Transitional Kindergarten Classroom improvements at Helen Lehman Elementary School Campus located at 1700 Jennings Ave, Santa Rosa. Crawford will support VPCS and the District by performing geotechnical review, field explorations, and engineering analysis addressing the Transitional Kindergarten Classroom.

The new buildings' location is unknown now however, we understand the existing buildings and flatwork may need to be demolished for the new improvements.

We assume that the project improvements will not be within the nearby AP fault zone, and a fault study will not be required for the project. If a fault study is required, a separate scope and fee must be provided.

To provide Geotechnical support for the project, Crawford will complete the following scope of services.

SCOPE OF SERVICES – GEOTECHNICAL AND GEOLOGIC HAZARDS

Task 1: Data Review, Preliminary Coordination, and Permits

- Review existing information pertinent to the project location including nearby soils reports, geologic, hazard, and fault maps and studies, etc;
- Coordinate with the design team to review the preliminary plans and discuss the project design needs, goals, and schedule;
- Visit the site to mark our boring locations for USA 811 North;
- Obtain the required boring permit; and
- Coordinate with site maintenance/facility management staff in regards to existing utilities and access requirements.

Task 2: Subsurface Exploration

To better understand the soil conditions at the site, Crawford proposes to complete 3 subsurface explorations for the proposed improvements. Our boring depths will range between 20 and 50 ft below ground surface. We understand that the proposed improvements are not final, and location of our field exploration needs to be established based on final building location.

The California Building Code requires one exploration per every 5,000 SF of building footprint, with a minimum of two explorations.



At a minimum we will sample the borings continuously in the upper five feet and at 5-foot intervals thereafter with a truck or track-mounted drill rig and will deliver the samples to the laboratory for testing. A portable rig may be required, depending on the planned building location. Standard Penetration Testing and/or California Modified sampling will be performed within the borings to obtain samples and blow count information. Bulk soil samples will also be collected from the borings for laboratory testing and reference. We will use concrete coring equipment to core through the flatwork, as needed. The borings will be backfilled according to the permit and capped with quick setting concrete (dyed black in asphalt areas) or native soil.

Task 3: Laboratory Testing

At the boring locations, Crawford will complete the following laboratory tests on representative soil samples obtained from the exploratory borings, as appropriate: moisture content and dry density; grainsize analysis; plasticity index; direct shear and/or unconfined compression; consolidation; expansion index; and corrosivity (pH, minimum resistivity, chloride, sulfate, and redox potential).

Task 4: Engineering Analysis

Crawford will review available geotechnical, geologic, geohazard, and seismic information for the site including:

- Geologic Maps
- Fault Maps
- Seismic Hazard Maps
- Liquefaction Maps
- Previous Geotechnical/Geohazard Reports if available

We will perform engineering analysis and calculations to determine geotechnical design parameters and provide recommendations for:

- Site-specific response spectrum per ASCE 7-16 requirements including PGA_m for liquefaction analysis. *Crawford assumes a Site Class D location, therefore a site-specific ground motion hazard analysis may be required. If the site classifies as a Site Class F, a change in scope and fee will be required due to the cost of performing the additional time histories for a site response.*
- Preliminary spread and mat foundation recommendations including minimum dimensions, bearing capacity, settlement, and skin friction and passive pressure to resist sliding.
- Liquefaction, and seismic settlement estimates.

Task 5: Geotechnical and Geologic Hazards Report

Crawford will perform geotechnical and geologic hazard analysis and summarize the results of our fieldwork and laboratory testing program in a Geotechnical/Geologic/Seismic Hazards Assessment Report. The purpose of the report will be to comment on key Geotechnical considerations that should be considered as the project moves into final design. Additional fieldwork may be required to develop final design documents for the site as the improvements are further developed and if the proposed building footprints enlarge. Crawford's Geotechnical/Seismic/Hazards Assessment will include the following:

- Project description.
- Field explorations.

- Subsurface soil and groundwater conditions.
- Geologic conditions.
- Existing geotechnical/geologic information.
- Laboratory results.
- Potential geohazards including liquefaction, compressible soils, corrosion, slope instability, expansive soils, and seismic settlement.
- Key geotechnical considerations.
- Preliminary foundation options for the building structure (likely spread foundations, depending on the expected loads and availability of support).
- Exterior concrete flatwork sections.
- Suggestions for design-level geotechnical explorations and reports likely required during future phases will also be provided.
- Limitations.
- Vicinity Map, Geologic Map, Fault Map, Cross-Sections.
- Site Plan with boring locations.
- Boring logs with laboratory test results.

Task 5 Deliverables: Draft Geotechnical and Geologic Hazards Report

Task 6: Report Review

Crawford will submit the draft Geotechnical and Geologic Hazards Report to the District, Division of State Architect (DSA) for review. After the District and DSA review, Crawford will submit the report to California Geological Survey (CGS) for review. Crawford will respond and update the report per CGS comments. We assume there will be one virtual meeting to discuss the comments reviewers.

Task 6 Deliverables: Final Geotechnical and Geologic Hazards Report

PROJECT SCHEDULE

We estimate the exploration will be initiated within two to four weeks of authorization provided we have received the required boring permit, have access to the site and our proposed boring locations have been approved by the district. Laboratory testing, preliminary evaluations, and report preparation will take approximately four to six weeks following exploration. We will provide a final report within two to three weeks after receiving comments.

ASSUMPTIONS

- Final building location is accessible for our drilling operation.
- Rights-of-entry will be provided for the subsurface exploration by Pleasanton Unified School District.
- The district will approve our boring locations based on their understanding of the onsite utilities; we cannot be held responsible for damage to unmarked utilities. A district maintenance staff member should be available during our fieldwork in case an unmarked utility line is encountered so they can repair it.

Geotechnical and Geohazard Scope of Services

TK Classroom at Helen Lehman Elementary School Project
Santa Rosa, California

May 12, 2025

- Crawford will mark our borings and submit a USA 811 North ticket to locate underground utilities; potholing is excluded from this scope of services.
- We will set up cones and caution tape to prevent entrance to our work area during school hours.
- Auger cuttings will be drummed and removed from the site.
- Other third-party review and/or building permit fees (other than those indicated in the above scope) are excluded from our scope of services.
- A Site-Specific assessment for Site Class F is beyond the scope of our services, we expect the site will meet a Site Class D however this will not be confirmed until completion of our fieldwork. If a Site-Specific assessment for a Site Class F is required, it can be completed at an additional cost of \$17k.
- The borings will be backfilled according to the boring permit requirements.
- Borings performed in asphalt or concrete areas will be capped with quick setting concrete dyed (dyed black, applicable).

FEE

We attach a fee itemization to complete the above scope of services.

We appreciate the opportunity to propose and support this project. Please do not hesitate to contact the undersigned with any questions.

Sincerely,

Crawford & Associates, Inc



Johnathan Wright, PE, GE
Project Manager



Shawn Leyva, PE
Principal

Attachment: Fee Itemization

Crawford & Associates, Inc. Tasks and Descriptions		Principal *	Principal *	Principal *	Senior Project Manager	Project Manager	Senior Engineer / Geologist	Project Engineer I / Geologist	Project Engineer I / Geologist	Staff Engineer / Geologist	Project Coordinator	Administrative Assistant	Welding/Steel Technician (Non-PW)	Senior Technician (Non-PW)	Staff Technician (Non-PW)	Masonry Technician ** (PW) Group 1	Welding Technician ** (PW) Group 2	Laborer Technician ** (PW) Group 2 / 3	Soils/Asphalt Technician ** (PW) Group 3	Concrete Technician ** (PW) Group 4	HOURS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST PER TASK	
Crawford Staff		B. Crawford	E. Nichols	S. Leyva	C. Trumbull	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD					
Hourly Rate		\$250.00	\$250.00	\$250.00	\$210.00	\$190.00	\$170.00	\$150.00	\$140.00	\$135.00	\$127.00	\$110.00	\$160.00	\$135.00	\$125.00	\$190.00	\$185.00	\$137.00	\$175.00	\$165.00					
TASK NO. 1																									
Data Review, Preliminary Coordination, and Permits		1.00				6.00			17.00			2.00										26.00	\$ 3,990.00	\$ 1,406.55	\$ 5,396.55
Task 1 - Hours		1.00	0.00	0.00	0.00	6.00	0.00	0.00	17.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.00	\$ 3,990.00	\$ 1,406.55	\$ 5,396.55	
TASK NO. 2																									
Subsurface Exploration						1.50			8.00													9.50	\$ 1,405.00	\$ 9,211.55	\$ 10,616.55
Task 2 - Hours		0.00	0.00	0.00	0.00	1.50	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.50	\$ 1,405.00	\$ 9,211.55	\$ 10,616.55	
TASK NO. 3																									
Laboratory Testing						2.00			4.00													6.00	\$ 940.00	\$ 3,760.00	\$ 4,700.00
Task 3 - Hours		0.00	0.00	0.00	0.00	2.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	\$ 940.00	\$ 3,760.00	\$ 4,700.00	
TASK NO. 4																									
Engineering Analysis		2.00			2.00	5.00	10.00		20.00			2.00										41.00	\$ 6,590.00	\$ -	\$ 6,590.00
Task 4 - Hours		2.00	0.00	0.00	2.00	5.00	10.00	0.00	20.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.00	\$ 6,590.00	\$ -	\$ 6,590.00	
TASK NO. 5																									
Geotechnical Report		2.00			2.00	6.00	18.00		15.00	8.00		2.00										53.00	\$ 8,520.00	\$ -	\$ 8,520.00
Task 5 - Hours		2.00	0.00	0.00	2.00	6.00	18.00	0.00	15.00	8.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.00	\$ 8,520.00	\$ -	\$ 8,520.00	
TASK NO. 6																									
Report Review and Final Report		2.00			2.00	2.00			6.00	2.00		2.00										16.00	\$ 2,630.00	\$ -	\$ 2,630.00
Task 6 - Hours		2.00	0.00	0.00	2.00	2.00	0.00	0.00	6.00	2.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	\$ 2,630.00	\$ -	\$ 2,630.00	
Subtotal- Hours/Tasks		7.00	0.00	0.00	6.00	22.50	28.00	0.00	70.00	10.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.50				
Overtime and Graveyard Charges May Apply																					TOTAL LABOR COST:		\$ 24,075.00		
(*) Indicates Key Staff																					OTHER DIRECT COSTS:		\$ 14,378.10		
(**) Indicates Prevailing Wage Classifications																					TOTAL ESTIMATED FEE:		\$ 38,453.10		

General Note: This costs allocation represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. Charges to this project will be made for actual time spent on the project and will be charged as per this fee schedule.

Rates are subject to a 5% annual escalation effective January 1, 2025.

Task 1 Data Review, Preliminary Coordination, and Permits

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage	10	Mile	\$ 0.655	1	\$ 6.55
Vehicle Charge	4	Hour	\$ 5.00	1	\$ 20.00
Encroachment Permit		Cost	\$ 100.00	1.15	\$ -
Caltrans Encroachment Permit		Cost	\$ 100.00	1.15	\$ -
Environmental Health Permit	1	Cost	\$ 1,200.00	1.15	\$ 1,380.00
			\$ -	1	\$ -
			\$ -	1	\$ -
			\$ -	1	\$ -

Task 1 ODC Total: \$ 1,406.55

Task 2 Subsurface Exploration

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage	10	Mile	\$ 0.655	1	\$ 6.55
Vehicle Charge	8	Hour	\$ 5.00	1	\$ 40.00
Per Diem		Day	\$ -	1	\$ -
Drilling Rig & Crew	1	Cost	\$ 7,500.00	1.15	\$ 8,625.00
Steel Liners (MCAL/SPT)	54	Liner	\$ 10.00	1	\$ 540.00
Traffic Control (Major)		Day	\$ 2,500.00	1.15	\$ -
Traffic Control (Minor)		Day	\$ 700.00	1	\$ -
Traffic Control Equipment		Day	\$ 150.00	1	\$ -
Hand Auger **Prevailing Wage		Day	\$ 200.00	1	\$ -
Backfill		Bag	\$ 8.00	1	\$ -
Equipment Rental		Cost	\$ 5,000.00	1	\$ -
Wildcat DCP Equipment **Prevailing Wage		Day	\$ 750.00	1.15	\$ -
Wildcat DCP Tips		Each	\$ 20.00	1	\$ -
Seismic Refraction (12 Channel)		Day	\$ 1,300.00	1	\$ -
Survey Equipment - Tripod, Level and Rod		Day	\$ 150.00	1	\$ -
Percolation Equipment		Day	\$ 200.00	1	\$ -
Core Machine with Generator Prevailing Wage		Day	\$ 2,600.00	1.15	\$ -
Core Machine Bit		Inch	\$ 3.00	1	\$ -
Core Boxes		Each	\$ 17.25	1	\$ -
Hot Mix Asphalt Patching (First) **Prevailing Wage		First	\$ 1,000.00	1	\$ -
Hot Mix Asphalt Patching (2 or more) **Prevailing Wage		Each After	\$ 500.00	1	\$ -
Concrete Equipment		Per Pour	\$ 65.00	1	\$ -
			\$ -	1	\$ -
			\$ -	1	\$ -
			\$ -	1	\$ -

Task 2 ODC Total: \$ 9,211.55

Task 3 Laboratory Testing

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
#200 Wash (D1140)		Each	\$ 120.00	1	\$ -
Corrosivity Testing - pH, Resistivity, Sulfate, and Chloride Content (CTM 417,422,643)		Each	\$ 240.00	1	\$ -
Corrosivity Testing with Reddox - pH, Resistivity, Sulfate, Chloride, and Redox Potential (CTM 417,422,643/ASTM G200M)	2	Each	\$ 350.00	1	\$ 700.00
Grain Size Analysis to #200 / Sieve Analysis (D6913)	4	Each	\$ 160.00	1	\$ 640.00
Grain Size with Hydrometer (D422)		Each	\$ 245.00	1	\$ -
Grain Size Analysis (CTM202)		Each	\$ 210.00	1	\$ -
Hydrometer Analysis (D422)		Each	\$ 210.00	1	\$ -
Mass Grain Size-Scour (D6913)		Each	\$ 2,200.00	1	\$ -
Moisture & Density (D2216, D7263)	8	Each	\$ 80.00	1	\$ 640.00
Moisture Content (D2216, CTM 226)		Each	\$ 55.00	1	\$ -
Non-Plastic Index Result (D4318)		Each	\$ 125.00	1	\$ -
Plasticity Index (D4318)	2	Each	\$ 260.00	1	\$ 520.00
R-Value (D2844 / CAL301)	2	Each	\$ 450.00	1	\$ 900.00
Unconfined Compression - Rock (D2166)		Each	\$ 230.00	1	\$ -
Unconfined Compression - Soil (D2166)	2	Each	\$ 180.00	1	\$ 360.00
Landscape Suitability		Each	\$ 125.00	1	\$ -
California Impact (CTM216)		Each	\$ 350.00	1	\$ -
4" Mold Compaction Curve (D698/D1557)		Each	\$ 455.00	1	\$ -
6" Mold Compaction Curve (D698/D1557)		Each	\$ 510.00	1	\$ -
4" Mold Compaction Curve Checkpoint (D698/D1557)		Each	\$ 125.00	1	\$ -
6" Mold Compaction Curve Checkpoint (D698/D1557)		Each	\$ 125.00	1	\$ -
Compression - Rock (D7012)		Each	\$ 275.00	1	\$ -
6x12 Compressive Strength of Cylinders (C39)		Each	\$ 40.00	1	\$ -
4x8 Compressive Strength of Cylinders (C39)		Each	\$ 37.00	1	\$ -
Direct Shear (CD 3pt) Peak Only (D3080)		Each	\$ 500.00	1	\$ -
Point Load - Rock (D5731)		Each	\$ 65.00	1	\$ -
Triaxial Shear-UU (D2850)		Each	\$ 175.00	1	\$ -
Triaxial Staged-UU (D2850)		Each	\$ 290.00	1	\$ -
Expansion Index (D4829)		Each	\$ 275.00	1	\$ -
1-D Consolidation (D2435)		Each	\$ 400.00	1	\$ -
1-D Consolidation - Time Rate / Per Point (D2435)		Each	\$ 100.00	1	\$ -
Asphalt Ignition Calibration (CTM 382)		Each	\$ 460.00	1	\$ -
Mix Design (D1557, D1633)		Each	\$ 2,000.00	1	\$ -
Percent Asphalt Ignition Oven (CTM 382)		Each	\$ 225.00	1	\$ -
Asphalt Sand Equivalent (CTM 217)		Each	\$ 135.00	1	\$ -
Stabilometer Value (CTM 366)		Each	\$ 225.00	1	\$ -
Theoretical Maximum Specific Gravity/Density (CTM 309)		Each	\$ 225.00	1	\$ -
			\$ -	1	\$ -
			\$ -	1	\$ -

Task 3 ODC Total: \$ 3,760.00

TOTAL OTHER DIRECT COSTS	\$ 14,378.10
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2024 STANDARD FEE SCHEDULE

CONSTRUCTION SERVICES	UNIT COST	UNIT/DETAIL
Traffic Control (Major) DBE or PW	\$2,500.00	DAY
Traffic Control (Minor) DBE or PW	\$1,500.00	DAY
Traffic Control (Major) Non-DBE	\$1,700.00	DAY
Traffic Control (Minor) Non-DBE	\$700.00	DAY
Traffic Control Equipment	\$150.00	DAY
Core Machine with Generator	\$2,600.00	DAY
Core Machine Bit	\$3.00	INCH
Core Boxes	\$17.25	EACH
Hot Mix Asphalt Patching (First)	\$1,000.00	FIRST
Hot Mix Asphalt Patching (2 or more)	\$500.00	EACH AFTER
Wildcat DCP Equipment	\$750.00	DAY
Wildcat DCP Tips	\$20.00	EACH
Seismic Refraction (12 Channel)	\$1,300.00	DAY
Survey Equipment - Tripod, Level and Rod	\$150.00	DAY
Survey Equipment - Liquid Level	\$150.00	DAY
Percolation Equipment	\$200.00	DAY
Hand Auger	\$200.00	DAY
Backfill	\$8.00	BAG
Steel Liners (MCAL/SPT)	\$10.00	LINER
Nuclear Density Tests	\$10.00	EACH
Concrete Equipment	\$65.00	PER POUR
CLASSIFICATION TESTING		
#200 Wash	\$120.00	ASTM D1140
Grain Size Analysis to #200 (Sieve Analysis)	\$160.00	ASTM D6913
Mass Grain Size (Scour)	\$2,200.00	ASTM D6913
Grain Size with Hydrometer	\$245.00	ASTM D422
Grain Size Analysis	\$210.00	CTM 202
Hydrometer Analysis	\$210.00	ASTM D422
Moisture & Density	\$80.00	ASTM D2216, D7263
Moisture Content	\$55.00	ASTM D2216, CTM 226
Non-Plastic Index Result	\$125.00	ASTM D4318
Plasticity Index	\$260.00	ASTM D4318
Landscape Suitability	\$125.00	
STRENGTH TESTING		
California Impact	\$350.00	CTM 216
Compaction Curve (4" Mold)	\$455.00	ASTM D0987, D1557
Compaction Curve (6" Mold)	\$510.00	ASTM D0987, D1557
Compaction Curve Checkpoint (4" Mold)	\$125.00	ASTM D0987, D1557
Compaction Curve Checkpoint (6" Mold)	\$125.00	ASTM D0987, D1557
Compression (Rock)	\$275.00	ASTM 7012
Compressive Strength of Cylinders (6x12)	\$40.00	ASTM C39
Compressive Strength of Cylinders (4x8)	\$37.00	ASTM C39
Direct Shear (CD 3pt) Peak Only	\$500.00	ASTM D3080
Point Load (Rock)	\$65.00	ASTM D5731
R-Value	\$450.00	ASTM D2844, CAL 301
Triaxial Shear-UU	\$175.00	ASTM D2850
Triaxial Staged-UU	\$290.00	ASTM D2850
Unconfined Compression (Rock)	\$230.00	ASTM D2166
Unconfined Compression (Soil)	\$180.00	ASTM D2166
CONSOLIDATION & EXPANSION		
1-D Consolidation	\$400.00	ASTM D2435
1-D Consolidation (Time Rate) / Per Point	\$100.00	ASTM D2435
Expansion Index	\$275.00	ASTM D4829
CORROSIIVITY TESTING		
Corrosivity Testing (pH, Resistivity, Sulfate, Chloride)	\$240.00	CTM 417,422,643
Corrosivity Testing (pH, Resistivity, Sulfate, Chloride, Redox)	\$350.00	CTM 417,422,643 / ASTM G200M
PAVEMENT TESTING		
Asphalt Ignition Calibration	\$460.00	CTM 382
Percent Asphalt Ignition Oven	\$150.00	CTM 382
Sand Equivalent	\$135.00	CTM 217
Stabilometer Value	\$225.00	CTM 366
Theoretical Maximum Specific Gravity/Density	\$225.00	CTM 309
Mix Design	\$2,000.00	ASTM D1557.D1633
SEISMIC ANALYSIS		
EZ Frisk Software Use	\$1,500.00	PER PROJECT
*Rush Testing is available at a 50% markup		
Rates are subject to a 5% escalation per year throughout the duration of the project.		

2024 STANDARD FEE SCHEDULE

PROFESSIONAL TITLE	RATE	CONSTRUCTION/EQUIPMENT	RATE	DETAIL
Principal	\$ 250.00	Traffic Control (Major) DBE or **	\$ 2,500.00	DAY
Senior Project Manager	\$ 210.00	Traffic Control (Minor)	\$ 700.00	DAY
Project Manager	\$ 190.00	Seismic Refraction (12 Channel)	\$ 1,300.00	DAY
Senior Engineer / Geologist	\$ 170.00	Core Machine with Generator **	\$ 2,600.00	DAY
Project Engineer II / Geologist	\$ 150.00	Core Machine Bit	\$ 3.00	INCH
Project Engineer I / Geologist	\$ 140.00	Core Box	\$ 17.25	EACH
Project Engineer I / Geologist - OT	\$ 210.00	Hot Mix Asphalt Patching (1st Core) **	\$ 1,000.00	FIRST
Staff Engineer / Geologist	\$ 135.00	Hot Mix Asphalt Patching (2 or More) **	\$ 500.00	EACH AFTER
Staff Engineer / Geologist - OT	\$ 202.50	Wildcat DCP Equipment **	\$ 750.00	DAY
Project Coordinator	\$ 127.00	Wildcat DCP Tip	\$ 20.00	EACH
Administrative Assistant	\$ 110.00	Survey Equipment (Tripod, Level, Rod)	\$ 150.00	DAY
Welding / Steel Technician (Non-PW)	\$ 160.00	Survey Equipment (Liquid Level)	\$ 150.00	DAY
Senior Technician (Non-PW)	\$ 135.00	Percolation Equipment	\$ 200.00	DAY
Senior Technician - OT (Non-PW)	\$ 190.00	Hand Auger **	\$ 200.00	DAY
Staff Technician (Non-PW)	\$ 125.00	Backfill	\$ 8.00	BAG
Staff Technician - OT (Non-PW)	\$ 175.00	Steel Liners (MCAL)	\$ 10.00	EACH
PREVAILING WAGE CLASSIFICATIONS **	RATE	Nuclear Density Test **	\$ 10.00	EACH
Group 1 - Masonry Technician (PW) **	\$ 190.00	Concrete Equipment	\$ 65.00	PER POUR
Group 1 - Masonry Technician - OT (PW) **	\$ 220.00	CLASSIFICATION TESTING		
Group 2 - Welding Technician (PW) **	\$ 185.00	#200 Wash	\$ 120.00	ASTM D1140
Group 2 - Welding Technician - OT (PW) **	\$ 215.00	Grain Size Analysis to #200 (Sieve Analysis)	\$ 160.00	ASTM D6913
Group 2/3 - Laborer Technician (PW) **	\$ 137.00	Mass Grain Size (Scour)	\$ 2,200.00	ASTM D6913
Group 2/3 - Laborer Technician - OT (PW) **	\$ 160.00	Grain Size with Hydrometer	\$ 245.00	ASTM D6913, D7928
Group 3 - Soils/Asphalt Technician (PW) **	\$ 175.00	Grain Size Analysis	\$ 210.00	CTM 202
Group 3 - Soils/Asphalt Technician - OT (PW) **	\$ 200.00	Hydrometer Analysis	\$ 210.00	ASTM D7928
Group 4 - Concrete Technician (PW) **	\$ 165.00	Moisture & Density	\$ 80.00	ASTM D2216, D7263
Group 4 - Concrete Technician - OT (PW) **	\$ 185.00	Moisture Content	\$ 55.00	ASTM D2216, CTM 226
WORKING HOURS AND PREMIUM TIME	RATE	Non-Plastic Index Result	\$ 125.00	ASTM D4318
A Regular Workday is the first 8 hours between 6:00am to 6:00pm, Monday through Friday.				
Overtime: Weekdays & Saturdays (first 8 hours)	1.5 x Hourly Rate	Plasticity Index	\$ 260.00	ASTM D4318
Overtime: Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x Hourly Rate	Landscape Suitability	\$ 125.00	
Overtime: Sundays (over 8 hours) and Holidays	3 x Hourly Rate	STRENGTH TESTING		
Night Shift: Work performed between 2:00 am and 4:00 am	15% / Hour Add'l to Hourly Rate	California Impact	\$ 350.00	CTM 216
REIMBURSABLES	RATE	Compaction Curve (4" Mold)	\$ 455.00	ASTM D698/D1557
Mileage	\$ 0.70 / Mile	Compaction Curve (6" Mold)	\$ 510.00	ASTM D698/D1557
Vehicle Charge	\$ 5.00 / Hour	Compaction Curve Checkpoint (4" Mold)	\$ 125.00	ASTM D698/D1557
Outside Costs	15% Markup	Compaction Curve Checkpoint (6" Mold)	\$ 125.00	ASTM D698/D1557
Permit Fees (City/County)	15% Markup	Compression (Rock)	\$ 275.00	ASTM 7012
Per Diem (Lodging & Meals)	\$ 250 / Day	Compressive Strength of Cylinders (6x12), per cylinder	\$ 40.00	ASTM C39
Rush Testing	50% Markup	Compressive Strength of Cylinders (4x8), per cylinder	\$ 37.00	ASTM C39
** Indicates Prevailing Wage Rates/Work				
		Direct Shear (CD 3pt) Peak Only	\$ 500.00	ASTM D3080
		Point Load (Rock)	\$ 65.00	ASTM D5731
		R-Value	\$ 450.00	ASTM D2844, CAL 301
		Triaxial Shear-UU	\$ 175.00	ASTM D2850
		Triaxial Staged-UU	\$ 290.00	ASTM D2850
		Unconfined Compression (Rock)	\$ 230.00	ASTM D7012
		Unconfined Compression (Soil)	\$ 180.00	ASTM D2166
CONSOLIDATION & EXPANSION				
		1-D Consolidation	\$ 400.00	ASTM D2435
		1-D Consolidation (Time Rate) / Per Point	\$ 100.00	ASTM D2435
		Expansion Index	\$ 275.00	ASTM D4829
CORROSIIVITY TESTING				
		pH, Resistivity, Sulfate, and Chloride Content	\$ 240.00	CTM 417,422,643
		pH, Resistivity, Sulfate, Chloride, and Redox Potential	\$ 350.00	CTM 417,422,643 and ASTM G200M
PAVEMENT TESTING				
		Asphalt Ignition Calibration	\$ 460.00	CTM 382
		Percent Asphalt Ignition Oven	\$ 225.00	CTM 382
		Sand Equivalent	\$ 135.00	CTM 217
		Stabilometer Value	\$ 225.00	CTM 366
		Theoretical Max Specific Gravity/Density	\$ 225.00	CTM 309
		Mix Design	\$ 2,000.00	ASTM 1557 and ASTM D1633
SEISMIC ANALYSIS				
		EZ Frisk Software Use	\$ 1,500.00	PER PROJECT

EMPLOYEE NAME	CLASSIFICATION	EMAIL	OFFICE
Ben Crawford	Principal / President	ben.crawford@crawford-inc.com	Sacramento
Eric Nichols	Principal / Vice President	eric.nichols@crawford-inc.com	Sacramento
Shawn Leyva	Principal	shawn.leyva@crawford-inc.com	Sacramento
Chris Trumbull	Senior Project Manager	chris.trumbull@crawford-inc.com	Sacramento
Gary Manhart	Senior Project Manager / PM II	g.manhart@crawford-inc.com	Eureka
John Wright	Project Manager II	john.wright@crawford-inc.com	Sacramento
Ted Crump	Project Manager I	ted.crump@crawford-inc.com	Santa Rosa
David Castro	Project Manager I	david.castro@crawford-inc.com	Modesto
Ellen Tiedemann	Project Manager I	e.tiedemann@crawford-inc.com	Seattle
Reynicole Gilbert	Project Manager I / Senior Engineer	r.gilbert@crawford-inc.com	Sacramento
Amando Castro	Project Manager I / Senior Engineer	a.castro@crawford-inc.com	Sacramento
Ryan Houghton	Senior Engineer	ryan.houghton@crawford-inc.com	Ukiah
Keiko Lewis	Senior Engineer	keiko.lewis@crawford-inc.com	Sacramento
Brendan Moran	Senior Engineer	b.moran@crawford-inc.com	Seattle
Steve Carter	Senior Geologist	steve.carter@crawford-inc.com	Sacramento
Stan Walker	Senior Geologist	stan.walker@crawford-inc.com	Sacramento
Jennifer Genetti	Project Geologist II	j.genetti@crawford-inc.com	Ukiah
Kennedy Hauder	Project Engineer II	k.hauder@crawford-inc.com	Sacramento
Mauricio Arias	Project Engineer I	mauricio.arias@crawford-inc.com	Sacramento
Maria Ayala	Project Engineer I	maria.ayala@crawford-inc.com	Sacramento
Eric Hildebrandt	Project Engineer I	eric.hildebrandt@crawford-inc.com	Sacramento
Erik Spence	Staff Engineer	erik.spence@crawford-inc.com	Sacramento
Lois Kearney	Staff Geologist	lois.kearney@crawford-inc.com	Sacramento
Autumn Galinski	Staff Engineer	autumn.galinski@crawford-inc.com	Modesto
Oscar Rincon	Staff Engineer / Technician	oscar.rincon@crawford-inc.com	Sacramento
Spencer Chaney	Staff Geologist / Technician	s.chaney@crawford-inc.com	Eureka
Zack Zamora	Staff Technician	z.zamora@crawford-inc.com	Sacramento
Michael Rivera	Staff Technician	michael.rivera@crawford-inc.com	Sacramento
Nathan Burton	Senior Technician / Special Inspector	nate.burton@crawford-inc.com	Santa Rosa
Carmelo Pagan	Lab Technician	c.pagan@crawford-inc.com	Sacramento
Terri Falcone	Project Coordinator	terri.falcone@crawford-inc.com	Sacramento

Contract Number:

2

PROJECT ASSIGNMENT #18

This Project Assignment (“Project Assignment”) is entered into as of May 28, 2025 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Gym Floor Refinishing at Montgomery HS, Rincon Valley MS and Santa Rosa HS Project, commencing June 2025.

2. Services to be Provided.

Preconstruction Services, Basic Services, including Construction Phase Services and General Conditions, if applicable, and general scope of work of services pursuant to the Agreement. Provide for the planning, development, design, engineering and completion of the projects, manage and supervise professional consultants contracted by the District for the full array of architectural and construction and other necessary services related to the projects and Perform other related duties as assigned by the Superintendent and/or Chief Business Officer.

3. Project Schedule and Project Term.

Project commences June 2025 with an anticipated substantial completion date of August 2025. Contract term is from May 2025 to October 2025.

4. Project Budget.

The construction budget is \$185,023 broken out by site as follows:

- Montgomery HS \$65,378
- Rincon Valley MS \$55,860
- Santa Rosa HS \$63,785

5. Schedule of Fees (Compensation and Payment).

Payment for the Basic Services shall be in accordance with the rates set forth in Exhibits B-1 and B-2 to the Agreement and per attached fee schedule.

Payment for the Additional Services shall be as follows:

- This Project does not include any Additional Services.
- This Project includes Additional Services, the Fee Schedule for which is the same as that Fee Schedule set forth in Exhibit B-1.
- This Project includes Additional Services, the Fee Schedule for which is set forth below.

6. Special Conditions and/or Miscellaneous Provisions.

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IN WITNESS WHEREOF, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa High School District

By:

Name:

Title:

DocuSigned by:
Damien Lee
08763F778B7C4CF...

By:

Name:

Title:



May 12, 2025

Erik Oden
Executive Director of Facilities, Maintenance & Operations
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

Reference: Fee Proposal for Construction Management Services for the Gym Floor Refinishing Projects at Montgomery HS, Rincon Valley MS and Santa Rosa HS

Mr. Oden:

Greystone West Company proposes to perform scheduling and budgeting as well as construction management for the **Gym Floor Refinishing Projects at Montgomery HS, Rincon Valley MS and Santa Rosa HS** for a fee of 5.5% of the project construction budget. Services include facilitation of the bid process (*inclusive of bid documents, site walks, bid opening, preparation of award recommendations*) and project management through completion of construction (*inclusive of closeout, DSA certification, if applicable, through 1-year warranty period*). Should the schedule for the work extend out, so would our billing schedule. Our fee, however, will remain fixed.

Gym Floor Refinishing Project at MHS, RVMS & SRHS	
Construction Management Fee	\$10,176.27
Reimbursable Expenses	\$2,775.35
TOTAL FEE	\$12,951.62

Separate from the fee for CM Services is a 1.5% reimbursable expense (at cost, no mark-up) category. Any amount remaining at the conclusion of the project will not be billed by GWC and will be retained by the Santa Rosa City Schools District.

Sincerely,

Theresa Novotny
Accounting Dept.

FEE SCALE

CM Fee Proposal

Montgomery HS Gym Floor Refinishing Project

Construction Budget

\$65,378

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$65,378.00	\$ 3,595.79
TOTALS:		\$ 65,378	\$ 3,596

45.00%	Pre-Construction		\$ 1,618.11
50.00%	Construction		\$ 1,797.90
5.00%	Post Construction		\$ 179.79
			\$ 3,595.79

Billings

May	Preconstruction		\$ 1,618.11
June	Construction		\$ 599.30
July	Construction		\$ 599.30
August	Construction		\$ 599.30
September	Post Construction		\$ 89.89
October	Post Construction		\$ 89.89
			\$ 3,595.79

Reimbursable Expenses

1.50%	of Budget	\$65,378.00	\$980.67
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TOTAL PROPOSAL COST		\$	4,576.46
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FEE SCALE

CM Fee Proposal

Rincon Valley MS Gym Floor Refinishing Project

Construction Budget

\$55,860

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$55,860.00	\$ 3,072.30
TOTALS:		\$ 55,860	\$ 3,072

45.00%	Pre-Construction		\$ 1,382.54
50.00%	Construction		\$ 1,536.15
5.00%	Post Construction		\$ 153.62
			\$ 3,072.30

Billings

May	Preconstruction		\$ 1,382.54
June	Construction		\$ 512.05
July	Construction		\$ 512.05
August	Construction		\$ 512.05
September	Post Construction		\$ 76.81
October	Post Construction		\$ 76.81
			\$ 3,072.30

Reimbursable Expenses

1.50%	of Budget	\$55,860.00	\$837.90
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TOTAL PROPOSAL COST		\$ 3,910.20
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FEE SCALE

CM Fee Proposal

Santa Rosa HS Gym Floor Refinishing Project

Construction Budget

\$63,785

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$63,785.00	\$ 3,508.18
TOTALS:		\$ 63,785	\$ 3,508

45.00%	Pre-Construction		\$ 1,578.68
50.00%	Construction		\$ 1,754.09
5.00%	Post Construction		\$ 175.41
			\$ 3,508.18

Billings

May	Preconstruction		\$ 1,578.68
June	Construction		\$ 584.70
July	Construction		\$ 584.70
August	Construction		\$ 584.70
September	Post Construction		\$ 87.70
October	Post Construction		\$ 87.70
			\$ 3,508.18

Reimbursable Expenses

1.50%	of Budget	\$63,785.00	\$956.78
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TOTAL PROPOSAL COST		\$	4,464.95
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Contract Number:

3

PROJECT ASSIGNMENT #19

This Project Assignment (“Project Assignment”) is entered into as of May 28, 2025 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT / SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Exterior Paint at Abraham Lincoln ES, Rincon Valley MS and Elsie Allen HS Project, commencing June 2025.

2. Services to be Provided.

Preconstruction Services, Basic Services, including Construction Phase Services and General Conditions, if applicable, and general scope of work of services pursuant to the Agreement. Provide for the planning, development, design, engineering and completion of the projects, manage and supervise professional consultants contracted by the District for the full array of architectural and construction and other necessary services related to the projects and Perform other related duties as assigned by the Superintendent and/or Chief Business Officer.

3. Project Schedule and Project Term.

Project commences June 2025 with an anticipated substantial completion date of August 2025. Contract term is from May 2025 to October 2025.

4. Project Budget.

The construction budget is \$1,120,900 broken out by site as follows:

- Abraham Lincoln ES \$145,200
- Rincon Valley MS \$203,500
- Elsie Allen HS \$772,200

5. Schedule of Fees (Compensation and Payment).

Payment for the Basic Services shall be in accordance with the rates set forth in Exhibits B-1 and B-2 to the Agreement and per attached fee schedule.

Payment for the Additional Services shall be as follows:

- This Project does not include any Additional Services.
- This Project includes Additional Services, the Fee Schedule for which is the same as that Fee Schedule set forth in Exhibit B-1.
- This Project includes Additional Services, the Fee Schedule for which is set forth below.

6. Special Conditions and/or Miscellaneous Provisions.

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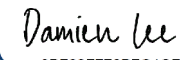
IN WITNESS WHEREOF, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company
DocuSigned by:

Santa Rosa High/Elementary School District

By: 
Name: _____
Title: CFO _____

By: _____
Name: _____
Title: _____



May 12, 2025

Erik Oden
Executive Director of Facilities, Maintenance & Operations
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

Reference: Fee Proposal for Construction Management Services for the Exterior Paint Projects at Abraham Lincoln ES, Elsie Allen HS and Rincon Valley MS

Mr. Oden:

Greystone West Company proposes to perform scheduling and budgeting as well as construction management for the **Exterior Paint Projects at Abraham Lincoln ES, Elsie Allen HS and Rincon Valley MS** for a fee of 5.5% of the project construction budgets. Services include facilitation of the bid process (*inclusive of bid documents, site walks, bid opening, preparation of award recommendations*) and project management through completion of construction (*inclusive of closeout, DSA certification, if applicable, through 1-year warranty period*). Should the schedule for the work extend out, so would our billing schedule. Our fee, however, will remain fixed.

Exterior Paint Projects at ALES, EAHS and RVMS	
Construction Management Fee	\$61,649.50
Reimbursable Expenses	\$16,813.00
TOTAL FEE	\$78,462.50

Separate from the fee for CM Services is a 1.5% reimbursable expense (at cost, no mark-up) category. Any amount remaining at the conclusion of the project will not be billed by GWC and will be retained by the Santa Rosa City Schools District.

Sincerely,

Theresa Novotny
Accounting Dept.

FEE SCALE

CM Fee Proposal

Abraham Lincoln ES Exterior Paint Project

Construction Budget

\$145,200

% APPORTIONMENT		COST	FEE
5.50%	of Budget	\$145,200.00	\$ 7,986.00
TOTALS:		\$ 145,200	\$ 7,986

45.00%	Pre-Construction		\$ 3,593.70
50.00%	Construction		\$ 3,993.00
5.00%	Post Construction		\$ 399.30
			\$ 7,986.00

Billings

May	Preconstruction		\$ 3,593.70
June	Construction		\$ 1,331.00
July	Construction		\$ 1,331.00
August	Construction		\$ 1,331.00
September	Post Construction		\$ 199.65
October	Post Construction		\$ 199.65
			\$ 7,986.00

Reimbursable Expenses

1.50%	of Budget	\$145,200.00	\$2,178.00
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TOTAL PROPOSAL COST		\$ 10,164.00
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FEE SCALE

CM Fee Proposal

Elsie Allen HS Exterior Paint Project

Construction Budget

\$772,200

% APPORTIONMENT		COST	FEE
5.50%	of Budget	\$772,200.00	\$ 42,471.00
TOTALS:		\$ 772,200	\$ 42,471

45.00%	Pre-Construction		\$ 19,111.95
50.00%	Construction		\$ 21,235.50
5.00%	Post Construction		\$ 2,123.55
			\$ 42,471.00

Billings

May	Preconstruction		\$ 19,111.95
June	Construction		\$ 7,078.50
July	Construction		\$ 7,078.50
August	Construction		\$ 7,078.50
September	Post Construction		\$ 1,061.78
October	Post Construction		\$ 1,061.77
			\$ 42,471.00

Reimbursable Expenses

1.50%	of Budget	\$772,200.00	\$11,583.00
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TOTAL PROPOSAL COST		\$ 54,054.00
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FEE SCALE

CM Fee Proposal

Rincon Valley MS Exterior Paint Project

Construction Budget

\$203,500

% APPORTIONMENT		COST	FEE
5.50%	of Budget	\$203,500.00	\$ 11,192.50
TOTALS:		\$ 203,500	\$ 11,193

45.00%	Pre-Construction		\$ 5,036.63
50.00%	Construction		\$ 5,596.25
5.00%	Post Construction		\$ 559.63
			\$ 11,192.50

Billings

May	Preconstruction		\$ 5,036.63
June	Construction		\$ 1,865.42
July	Construction		\$ 1,865.42
August	Construction		\$ 1,865.42
September	Post Construction		\$ 279.81
October	Post Construction		\$ 279.81
			\$ 11,192.50

Reimbursable Expenses

1.50%	of Budget	\$203,500.00	\$3,052.50
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TOTAL PROPOSAL COST		\$ 14,245.00
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Contract Number:

4

PROJECT ASSIGNMENT #20

This Project Assignment (“Project Assignment”) is entered into as of May 28, 2025 (“Effective Date”) by and between SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Parking Lot Drainage at James Monroe Elementary School Project, commencing June 2025.

2. Services to be Provided.

Basic Services, including Construction Phase Services and General Conditions, if applicable, and general scope of work of services pursuant to the Agreement. Provide for the planning, development, design, engineering and completion of the projects, manage and supervise professional consultants contracted by the District for the full array of architectural and construction and other necessary services related to the projects and Perform other related duties as assigned by the Superintendent and/or Chief Business Officer.

3. Project Schedule and Project Term.

Project commences June 2025 with an anticipated substantial completion date of August 2025. Contract term is from May 2025 to October 2025.

4. Project Budget.

The construction budget is \$629,339.00

5. Schedule of Fees (Compensation and Payment).

Payment for the Basic Services shall be in accordance with the rates set forth in Exhibits B-1 and B-2 to the Agreement and per attached fee schedule.

Payment for the Additional Services shall be as follows:

- This Project does not include any Additional Services.
- This Project includes Additional Services, the Fee Schedule for which is the same as that Fee Schedule set forth in Exhibit B-1.
- This Project includes Additional Services, the Fee Schedule for which is set forth below.

6. Special Conditions and/or Miscellaneous Provisions.

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IN WITNESS WHEREOF, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

Greystone West Company

DocuSigned by:
Damien Lee
By: _____
Name: Damien Lee
Title: CFO

DISTRICT:

Santa Rosa Elementary School District

By: _____
Name: _____
Title: _____



May 12, 2025

Erik Oden
Executive Director of Facilities, Maintenance & Operations
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

Reference: Fee Proposal for Construction Management Services for the Parking Lot Drainage Project at James Monroe ES

Mr. Oden:

Greystone West Company proposes to perform scheduling and budgeting as well as construction management for the **Parking Lot Drainage Project at James Monroe ES** for a fee of 4.5% of the project construction budgets. Services include project management through completion of construction (*inclusive of closeout, DSA certification, if applicable, through 1-year warranty period*). Should the schedule for the work extend out, so would our billing schedule. Our fee, however, will remain fixed.

Parking Lot Drainage Project at James Monroe ES	
Construction Management Fee	\$28,320.24
Reimbursable Expenses	\$9,440.08
TOTAL FEE	\$37,760.32

Separate from the fee for CM Services is a 1.5% reimbursable expense (at cost, no mark-up) category. Any amount remaining at the conclusion of the project will not be billed by GWC and will be retained by the Santa Rosa City Schools District.

Sincerely,

Theresa Novotny
Accounting Dept.

FEE SCALE

CM Fee Proposal

James Monroe ES Parking Lot Drainage Project

Construction Budget

\$629,339

% APPORTIONMENT		COST	FEE
4.50%	of Budget	\$629,338.70	\$ 28,320.24
TOTALS:		\$ 629,339	\$ 28,320

45.00%	Pre-Construction		\$ 12,744.11
50.00%	Construction		\$ 14,160.12
5.00%	Post Construction		\$ 1,416.01
			\$ 28,320.24

Billings

May	Preconstruction		\$ 12,744.11
June	Construction		\$ 4,720.04
July	Construction		\$ 4,720.04
August	Construction		\$ 4,720.04
September	Post Construction		\$ 708.01
October	Post Construction		\$ 708.01
			\$ 28,320.24

Reimbursable Expenses

1.50%	of Budget	\$629,338.70	\$9,440.08
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TOTAL PROPOSAL COST		\$ 37,760.32
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Contract Number:

5

PROJECT ASSIGNMENT #21

This Project Assignment (“Project Assignment”) is entered into as of May 28, 2025 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

PHASE 1 of the Districtwide Access Controls Project at Maria Carillo HS, Montgomery HS, Rincon Valley MS and Santa Rosa HS, commencing June 2025.

2. Services to be Provided.

Basic Services, including Construction Phase Services and General Conditions, if applicable, and general scope of work of services pursuant to the Agreement. Provide for the planning, development, design, engineering and completion of the projects, manage and supervise professional consultants contracted by the District for the full array of architectural and construction and other necessary services related to the projects and Perform other related duties as assigned by the Superintendent and/or Chief Business Officer.

3. Project Schedule and Project Term.

Project commences June 2025 with an anticipated substantial completion date of March 2026. Contract term is from May 2025 to June 2026.

4. Project Budget.

The construction budget is \$9,005,175

5. Schedule of Fees (Compensation and Payment).

Payment for the Basic Services shall be in accordance with the rates set forth in Exhibits B-1 and B-2 to the Agreement and per attached fee schedule.

Payment for the Additional Services shall be as follows:

- This Project does not include any Additional Services.
- This Project includes Additional Services, the Fee Schedule for which is the same as that Fee Schedule set forth in Exhibit B-1.
- This Project includes Additional Services, the Fee Schedule for which is set forth below.

6. Special Conditions and/or Miscellaneous Provisions.

Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have executed this Project Assignment as of the Effective Date.



May 12, 2025

Erik Oden
Executive Director of Facilities, Maintenance & Operations
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

Reference: Fee Proposal for Construction Management Services for PHASE 1 of the Districtwide Access Controls Project at Maria Carillo HS, Montgomery HS, Rincon Valley MS and Santa Rosa HS

Mr. Oden:

Greystone West Company proposes to perform scheduling and budgeting as well as construction management for **PHASE 1 of the Districtwide Access Controls Project at Maria Carillo HS, Montgomery HS, Rincon Valley MS and Santa Rosa HS** for a fee of 5.5% of the project construction budget. Services include project management through completion of construction (*inclusive of closeout, DSA certification, if applicable, through 1-year warranty period*). Should the schedule for the work extend out, so would our billing schedule. Our fee, however, will remain fixed.

PHASE 1 of the Districtwide Access Controls Project at MCHS, MHS, RVMS and SRHS	
Construction Management Fee	\$495,284
Reimbursable Expenses	\$135,078
TOTAL FEE	\$630,362

Separate from the fee for CM Services is a 1.5% reimbursable expense (at cost, no mark-up) category. Any amount remaining at the conclusion of the project will not be billed by GWC and will be retained by the Santa Rosa City Schools District.

Sincerely,

Theresa Novotny
Accounting Dept.

FEE SCALE

CM Fee Proposal

Electronic Access Control, Phase 1: Maria Carillo HS

Construction Budget

\$2,251,295

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$2,251,295.00	\$ 123,821.23
TOTALS:		\$ 2,251,295	\$ 123,821

45.00%	Preconstruction		\$ 55,720
50.00%	Construction		\$ 61,911
5.00%	Post Construction		\$ 6,191
			\$ 123,821

Billings

May	Preconstruction		\$ 13,930
June	Preconstruction		\$ 13,930
July	Preconstruction		\$ 13,930
August	Preconstruction		\$ 13,930
September	Construction		\$ 12,382
October	Construction		\$ 12,382
November	Construction		\$ 12,382
December	Construction		\$ 12,382
2025 January	Construction		\$ 12,382
February	Post Construction		\$ 2,064
March	Post Construction		\$ 2,064
April	Post Construction		\$ 2,064
			\$ 123,821

Reimbursable Expenses

1.50%	of Budget	\$2,251,295.00	\$33,769.43
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TOTAL PROPOSAL COST		\$ 157,590.65
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FEE SCALE

CM Fee Proposal

Electronic Access Control, Phase 1: Montgomery HS

Construction Budget

\$1,936,110

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$1,936,110.00	\$ 106,486.05
TOTALS:		\$ 1,936,110	\$ 106,486

45.00%	Preconstruction		\$ 47,919
50.00%	Construction		\$ 53,243
5.00%	Post Construction		\$ 5,324
			\$ 106,486

Billings

May	Preconstruction		\$ 23,959
June	Preconstruction		\$ 23,959
July	Construction		\$ 10,649
August	Construction		\$ 10,649
September	Construction		\$ 10,649
October	Construction		\$ 10,649
November	Construction		\$ 10,649
December	Post Construction		\$ 1,775
2025 January	Post Construction		\$ 1,775
February	Post Construction		\$ 1,775
			\$ 106,486

Reimbursable Expenses

1.50%	of Budget	\$1,936,110.00	\$29,041.65
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TOTAL PROPOSAL COST		\$ 135,527.70
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FEE SCALE

CM Fee Proposal

Electronic Access Control, Phase 1: Rincon Valley MS

Construction Budget

\$1,710,985

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$1,710,985.00	\$ 94,104.18
TOTALS:		\$ 1,710,985	\$ 94,104

45.00%	Preconstruction		\$ 42,347
50.00%	Construction		\$ 47,052
5.00%	Post Construction		\$ 4,705
			\$ 94,104

Billings

May	Preconstruction		\$ 6,050
June	Preconstruction		\$ 6,050
July	Preconstruction		\$ 6,050
August	Preconstruction		\$ 6,050
September	Preconstruction		\$ 6,050
October	Preconstruction		\$ 6,050
November	Preconstruction		\$ 6,050
December	Construction		\$ 11,763
2025 January	Construction		\$ 11,763
February	Construction		\$ 11,763
March	Construction		\$ 11,763
April	Post Construction		\$ 1,568
May	Post Construction		\$ 1,568
June	Post Construction		\$ 1,568
			\$ 94,104

Reimbursable Expenses

1.50%	of Budget	\$1,710,985.00	\$25,664.78
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TOTAL PROPOSAL COST		\$ 119,768.95
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FEE SCALE

CM Fee Proposal

Electronic Access Control, Phase 1: Santa Rosa HS

Construction Budget

\$3,106,785

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$3,106,785.00	\$ 170,873.18
TOTALS:		\$ 3,106,785	\$ 170,873

45.00%	Preconstruction		\$ 76,893
50.00%	Construction		\$ 85,437
5.00%	Post Construction		\$ 8,544
			\$ 170,873

Billings

May	Preconstruction + Construction		\$ 93,980
June	Construction		\$ 17,087
July	Construction		\$ 17,087
August	Construction		\$ 17,087
September	Construction		\$ 17,087
October	Post Construction		\$ 2,848
November	Post Construction		\$ 2,848
December	Post Construction		\$ 2,848
			\$ 170,873

Reimbursable Expenses

1.50%	of Budget	\$3,106,785.00	\$46,601.78
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TOTAL PROPOSAL COST		\$ 217,474.63
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Contract Number:

6



We have prepared a quote for you

Bluebeam Subscription Renewal

Quote # 035640
Version 1

Prepared for:

Santa Rosa City Schools

Catherine Gotfrid
cgotfrid@srcs.k12.ca.us

Subscription Renewal

Description	Price	Qty	Ext. Price
Bluebeam Core Renewal per User, Annual Subscription. Renewing Serial Number : SN-0521763 New Term Date : 14 Aug 2025 to 14 Aug 2026	\$330.00	2	\$660.00

Subtotal: \$660.00

Bluebeam Subscription Renewal

Prepared by:

U.S. CAD
Adriane Wiklund
877-648-7223
adriane.wiklund@uscad.com

Prepared for:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
Catherine Gotfrid
(707) 890-3800
cgotfrid@srcs.k12.ca.us

Quote Information:

Quote #: 035640
Version: 1
Delivery Date: 05/14/2025
Expiration Date: 08/13/2025

Quote Summary

Description	Amount
Subscription Renewal	\$660.00
Total:	
	\$660.00

Terms & Conditions:

- 1.) Please sign below as orders will not be accepted without a signed quotation.
- 2.) Product returns will be allowed within 30 days of invoice date. A restocking fee of 15% plus original shipping fee may be charged.
- 3.) Customer is eligible to receive free technical support. To submit a support case, visit <https://uscad.com/support/> or call our technical support department.
- 4.) If shipping charges do not appear on this quote, shipping charges for physical media shipments, if applicable, will appear on the invoice.
- 5.) Customer has one year from date of purchase to receive training or services that have been prepaid, unless otherwise agreed upon by management, after which time customer has forfeited rights to receive such training or services.
- 6.) Payment is due in advance unless a credit limit has been established with U.S. CAD.
- 7.) If sales tax charges do not appear on this quote, but are determined to be applicable, they will appear on the invoice.

Please mail checks to:
U.S. CAD 18831 Bardeen Ave., #200
Irvine, CA 92612

U.S. CAD

Signature: _____
Name: Adriane Wiklund
Title: Sales Development Representative, Bluebeam
Date: 05/14/2025

Santa Rosa City Schools

Signature: _____
Name: Catherine Gotfrid
Date: _____

Contract Number:

7

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated May 14, 2025, for reference purposes only, and is made by and between Santa Rosa Elementary School District (“District”) and Crawford & Associates, Inc. (“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”).[*Geotech @ JMES. See proposal attached.*]

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on [May 29, 2025]. Consultant shall diligently perform as required and complete performance by [August 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 [\$38,453.10]. 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 Interim Superintendent Santa Rosa City Schools 110 Stony Point Rd., Suite 210 Santa Rosa, CA 95401	If to the Contractor: Crawford & Associates, Inc. 4701 Feeport Boulevard, Sacramento, CA 95822
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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.

CONSULTANT: Crawford & Associates, Inc.	SANTA ROSA ELEMENTARY SCHOOL DISTRICT
By: _____	By: _____
Name: _____	Name: <u>Lisa August</u>
Title: _____	Title: <u>Interim Superintendent</u>
Date: _____	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: _____

Name of Consultant: Crawford & Associates, Inc.

Signature: _____

Print Name: _____

Title: _____

(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 / ___ 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: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</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></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</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: <u>Lisa August</u> _____</p> <p>Title: <u>Interim Superintendent</u> _____</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 _____, California on _____

Consultant Signature: _____

Date _____

Please Print Name: _____

Mailing Address: _____

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

May 12, 2025

Geotechnical and Geohazard Scope of Services

TK Classroom at James Monroe Elementary School Project

Santa Rosa, CA

PROJECT DESCRIPTION

Crawford and Associates, Inc (Crawford) understands that Van Pelt Construction Services (VPCS) is working with the Santa Rosa School District (District) to support the proposed Transitional Kindergarten Classroom improvements at James Monroe Elementary School Campus located at 2567 Marlow Rd, Santa Rosa. Crawford will support VPCS and the District by performing geotechnical review, field explorations, and engineering analysis addressing the Transitional Kindergarten Classroom.

The new buildings' location is unknown now however, we understand the existing buildings and flatwork may need to be demolished for the new improvements.

We assume that the project improvements will not be within the nearby AP fault zone, and a fault study will not be required for the project. If a fault study is required, a separate scope and fee must be provided.

To provide Geotechnical support for the project, Crawford will complete the following scope of services.

SCOPE OF SERVICES – GEOTECHNICAL AND GEOLOGIC HAZARDS

Task 1: Data Review, Preliminary Coordination, and Permits

- Review existing information pertinent to the project location including nearby soils reports, geologic, hazard, and fault maps and studies, etc;
- Coordinate with the design team to review the preliminary plans and discuss the project design needs, goals, and schedule;
- Visit the site to mark our boring locations for USA 811 North;
- Obtain the required boring permit; and
- Coordinate with site maintenance/facility management staff in regards to existing utilities and access requirements.

Task 2: Subsurface Exploration

To better understand the soil conditions at the site, Crawford proposes to complete 3 subsurface explorations for the proposed improvements. Our boring depths will range between 20 and 50 ft below ground surface. We understand that the proposed improvements are not final, and location of our field exploration needs to be established based on final building location.

The California Building Code requires one exploration per every 5,000 SF of building footprint, with a minimum of two explorations.



At a minimum we will sample the borings continuously in the upper five feet and at 5-foot intervals thereafter with a truck or track-mounted drill rig and will deliver the samples to the laboratory for testing. A portable rig may be required, depending on the planned building location. Standard Penetration Testing and/or California Modified sampling will be performed within the borings to obtain samples and blow count information. Bulk soil samples will also be collected from the borings for laboratory testing and reference. We will use concrete coring equipment to core through the flatwork, as needed. The borings will be backfilled according to the permit and capped with quick setting concrete (dyed black in asphalt areas) or native soil.

Task 3: Laboratory Testing

At the boring locations, Crawford will complete the following laboratory tests on representative soil samples obtained from the exploratory borings, as appropriate: moisture content and dry density; grainsize analysis; plasticity index; direct shear and/or unconfined compression; consolidation; expansion index; and corrosivity (pH, minimum resistivity, chloride, sulfate, and redox potential).

Task 4: Engineering Analysis

Crawford will review available geotechnical, geologic, geohazard, and seismic information for the site including:

- Geologic Maps
- Fault Maps
- Seismic Hazard Maps
- Liquefaction Maps
- Previous Geotechnical/Geohazard Reports if available

We will perform engineering analysis and calculations to determine geotechnical design parameters and provide recommendations for:

- Site-specific response spectrum per ASCE 7-16 requirements including PGA_m for liquefaction analysis. *Crawford assumes a Site Class D location, therefore a site-specific ground motion hazard analysis may be required. If the site classifies as a Site Class F, a change in scope and fee will be required due to the cost of performing the additional time histories for a site response.*
- Preliminary spread and mat foundation recommendations including minimum dimensions, bearing capacity, settlement, and skin friction and passive pressure to resist sliding.
- Liquefaction, and seismic settlement estimates.

Task 5: Geotechnical and Geologic Hazards Report

Crawford will perform geotechnical and geologic hazard analysis and summarize the results of our fieldwork and laboratory testing program in a Geotechnical/Geologic/Seismic Hazards Assessment Report. The purpose of the report will be to comment on key Geotechnical considerations that should be considered as the project moves into final design. Additional fieldwork may be required to develop final design documents for the site as the improvements are further developed and if the proposed building footprints enlarge. Crawford's Geotechnical/Seismic/Hazards Assessment will include the following:

- Project description.
- Field explorations.

- Subsurface soil and groundwater conditions.
- Geologic conditions.
- Existing geotechnical/geologic information.
- Laboratory results.
- Potential geohazards including liquefaction, compressible soils, corrosion, slope instability, expansive soils, and seismic settlement.
- Key geotechnical considerations.
- Preliminary foundation options for the building structure (likely spread foundations, depending on the expected loads and availability of support).
- Exterior concrete flatwork sections.
- Suggestions for design-level geotechnical explorations and reports likely required during future phases will also be provided.
- Limitations.
- Vicinity Map, Geologic Map, Fault Map, Cross-Sections.
- Site Plan with boring locations.
- Boring logs with laboratory test results.

Task 5 Deliverables: Draft Geotechnical and Geologic Hazards Report

Task 6: Report Review

Crawford will submit the draft Geotechnical and Geologic Hazards Report to the District, Division of State Architect (DSA) for review. After the District and DSA review, Crawford will submit the report to California Geological Survey (CGS) for review. Crawford will respond and update the report per CGS comments. We assume there will be one virtual meeting to discuss the comments reviewers.

Task 6 Deliverables: Final Geotechnical and Geologic Hazards Report

PROJECT SCHEDULE

We estimate the exploration will be initiated within two to four weeks of authorization provided we have received the required boring permit, have access to the site and our proposed boring locations have been approved by the district. Laboratory testing, preliminary evaluations, and report preparation will take approximately four to six weeks following exploration. We will provide a final report within two to three weeks after receiving comments.

ASSUMPTIONS

- Final building location is accessible for our drilling operation.
- Rights-of-entry will be provided for the subsurface exploration by Pleasanton Unified School District.
- The district will approve our boring locations based on their understanding of the onsite utilities; we cannot be held responsible for damage to unmarked utilities. A district maintenance staff member should be available during our fieldwork in case an unmarked utility line is encountered so they can repair it.

Geotechnical and Geohazard Scope of Services

TK Classroom at James Monroe Elementary School Project
Santa Rosa, California

May 12, 2025

- Crawford will mark our borings and submit a USA 811 North ticket to locate underground utilities; potholing is excluded from this scope of services.
- We will set up cones and caution tape to prevent entrance to our work area during school hours.
- Auger cuttings will be drummed and removed from the site.
- Other third-party review and/or building permit fees (other than those indicated in the above scope) are excluded from our scope of services.
- A Site-Specific assessment for Site Class F is beyond the scope of our services, we expect the site will meet a Site Class D however this will not be confirmed until completion of our fieldwork. If a Site-Specific assessment for a Site Class F is required, it can be completed at an additional cost of \$17k.
- The borings will be backfilled according to the boring permit requirements.
- Borings performed in asphalt or concrete areas will be capped with quick setting concrete dyed (dyed black, applicable).

FEE

We attach a fee itemization to complete the above scope of services.

We appreciate the opportunity to propose and support this project. Please do not hesitate to contact the undersigned with any questions.

Sincerely,

Crawford & Associates, Inc



Johnathan Wright, PE, GE
Project Manager



Shawn Leyva, PE
Principal

Attachment: Fee Itemization

Crawford & Associates, Inc. Tasks and Descriptions	Principal *	Principal *	Principal *	Senior Project Manager	Project Manager	Senior Engineer / Geologist	Project Engineer I / Geologist	Project Engineer I / Geologist	Staff Engineer / Geologist	Project Coordinator	Administrative Assistant	Welding/Steel Technician (Non-PW)	Senior Technician (Non-PW)	Staff Technician (Non-PW)	Masonry Technician ** (PW) Group 1	Welding Technician ** (PW) Group 2	Laborer Technician ** (PW) Group 2 / 3	Soils/Asphalt Technician ** (PW) Group 3	Concrete Technician ** (PW) Group 4	HOURS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST PER TASK	
	Crawford Staff	B. Crawford	E. Nichols	S. Leyva	C. Trumbull	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Hourly Rate			
TASK NO. 1																								
Data Review, Preliminary Coordination, and Permits	1.00				6.00			17.00			2.00										26.00	\$ 3,990.00	\$ 1,406.55	\$ 5,396.55
Task 1 - Hours	1.00	0.00	0.00	0.00	6.00	0.00	0.00	17.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.00	\$ 3,990.00	\$ 1,406.55	\$ 5,396.55	
TASK NO. 2																								
Subsurface Exploration					1.50			8.00													9.50	\$ 1,405.00	\$ 9,211.55	\$ 10,616.55
Task 2 - Hours	0.00	0.00	0.00	0.00	1.50	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.50	\$ 1,405.00	\$ 9,211.55	\$ 10,616.55	
TASK NO. 3																								
Laboratory Testing					2.00			4.00													6.00	\$ 940.00	\$ 3,760.00	\$ 4,700.00
Task 3 - Hours	0.00	0.00	0.00	0.00	2.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	\$ 940.00	\$ 3,760.00	\$ 4,700.00	
TASK NO. 4																								
Engineering Analysis	2.00			2.00	5.00	10.00		20.00			2.00										41.00	\$ 6,590.00	\$ -	\$ 6,590.00
Task 4 - Hours	2.00	0.00	0.00	2.00	5.00	10.00	0.00	20.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.00	\$ 6,590.00	\$ -	\$ 6,590.00	
TASK NO. 5																								
Geotechnical Report	2.00			2.00	6.00	18.00		15.00	8.00		2.00										53.00	\$ 8,520.00	\$ -	\$ 8,520.00
Task 5 - Hours	2.00	0.00	0.00	2.00	6.00	18.00	0.00	15.00	8.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.00	\$ 8,520.00	\$ -	\$ 8,520.00	
TASK NO. 6																								
Report Review and Final Report	2.00			2.00	2.00			6.00	2.00		2.00										16.00	\$ 2,630.00	\$ -	\$ 2,630.00
Task 6 - Hours	2.00	0.00	0.00	2.00	2.00	0.00	0.00	6.00	2.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	\$ 2,630.00	\$ -	\$ 2,630.00	
Subtotal- Hours/Tasks	7.00	0.00	0.00	6.00	22.50	28.00	0.00	70.00	10.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.50				
Overtime and Graveyard Charges May Apply																					TOTAL LABOR COST:		\$ 24,075.00	
(*) Indicates Key Staff																					OTHER DIRECT COSTS:		\$ 14,378.10	
(**) Indicates Prevailing Wage Classifications																					TOTAL ESTIMATED FEE:		\$ 38,453.10	

General Note: This costs allocation represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. Charges to this project will be made for actual time spent on the project and will be charged as per this fee schedule.

Rates are subject to a 5% annual escalation effective January 1, 2025.

Task 1 Data Review, Preliminary Coordination, and Permits

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage	10	Mile	\$ 0.655	1	\$ 6.55
Vehicle Charge	4	Hour	\$ 5.00	1	\$ 20.00
Encroachment Permit		Cost	\$ 100.00	1.15	\$ -
Caltrans Encroachment Permit		Cost	\$ 100.00	1.15	\$ -
Environmental Health Permit	1	Cost	\$ 1,200.00	1.15	\$ 1,380.00
			\$ -	1	\$ -
			\$ -	1	\$ -
			\$ -	1	\$ -

Task 1 ODC Total: \$ 1,406.55

Task 2 Subsurface Exploration

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage	10	Mile	\$ 0.655	1	\$ 6.55
Vehicle Charge	8	Hour	\$ 5.00	1	\$ 40.00
Per Diem		Day	\$ -	1	\$ -
Drilling Rig & Crew	1	Cost	\$ 7,500.00	1.15	\$ 8,625.00
Steel Liners (MCAL/SPT)	54	Liner	\$ 10.00	1	\$ 540.00
Traffic Control (Major)		Day	\$ 2,500.00	1.15	\$ -
Traffic Control (Minor)		Day	\$ 700.00	1	\$ -
Traffic Control Equipment		Day	\$ 150.00	1	\$ -
Hand Auger **Prevailing Wage		Day	\$ 200.00	1	\$ -
Backfill		Bag	\$ 8.00	1	\$ -
Equipment Rental		Cost	\$ 5,000.00	1	\$ -
Wildcat DCP Equipment **Prevailing Wage		Day	\$ 750.00	1.15	\$ -
Wildcat DCP Tips		Each	\$ 20.00	1	\$ -
Seismic Refraction (12 Channel)		Day	\$ 1,300.00	1	\$ -
Survey Equipment - Tripod, Level and Rod		Day	\$ 150.00	1	\$ -
Percolation Equipment		Day	\$ 200.00	1	\$ -
Core Machine with Generator **Prevailing Wage		Day	\$ 2,600.00	1.15	\$ -
Core Machine Bit		Inch	\$ 3.00	1	\$ -
Core Boxes		Each	\$ 17.25	1	\$ -
Hot Mix Asphalt Patching (First) **Prevailing Wage		First	\$ 1,000.00	1	\$ -
Hot Mix Asphalt Patching (2 or more) **Prevailing Wage		Each After	\$ 500.00	1	\$ -
Concrete Equipment		Per Pour	\$ 65.00	1	\$ -
			\$ -	1	\$ -
			\$ -	1	\$ -
			\$ -	1	\$ -

Task 2 ODC Total: \$ 9,211.55

Task 3 Laboratory Testing

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
#200 Wash (D1140)		Each	\$ 120.00	1	\$ -
Corrosivity Testing - pH, Resistivity, Sulfate, and Chloride Content (CTM 417, 422, 643)		Each	\$ 240.00	1	\$ -
Corrosivity Testing with Reddox - pH, Resistivity, Sulfate, Chloride, and Redox Potential (CTM 417, 422, 643/ASTM G200M)	2	Each	\$ 350.00	1	\$ 700.00
Grain Size Analysis to #200 / Sieve Analysis (D6913)	4	Each	\$ 160.00	1	\$ 640.00
Grain Size with Hydrometer (D422)		Each	\$ 245.00	1	\$ -
Grain Size Analysis (CTM202)		Each	\$ 210.00	1	\$ -
Hydrometer Analysis (D422)		Each	\$ 210.00	1	\$ -
Mass Grain Size-Scour (D6913)		Each	\$ 2,200.00	1	\$ -
Moisture & Density (D2216, D7263)	8	Each	\$ 80.00	1	\$ 640.00
Moisture Content (D2216, CTM 226)		Each	\$ 55.00	1	\$ -
Non-Plastic Index Result (D4318)		Each	\$ 125.00	1	\$ -
Plasticity Index (D4318)	2	Each	\$ 260.00	1	\$ 520.00
R-Value (D2844 / CAL301)	2	Each	\$ 450.00	1	\$ 900.00
Unconfined Compression - Rock (D2166)		Each	\$ 230.00	1	\$ -
Unconfined Compression - Soil (D2166)	2	Each	\$ 180.00	1	\$ 360.00
Landscape Suitability		Each	\$ 125.00	1	\$ -
California Impact (CTM216)		Each	\$ 350.00	1	\$ -
4" Mold Compaction Curve (D698/D1557)		Each	\$ 455.00	1	\$ -
6" Mold Compaction Curve (D698/D1557)		Each	\$ 510.00	1	\$ -
4" Mold Compaction Curve Checkpoint (D698/D1557)		Each	\$ 125.00	1	\$ -
6" Mold Compaction Curve Checkpoint (D698/D1557)		Each	\$ 125.00	1	\$ -
Compression - Rock (D7012)		Each	\$ 275.00	1	\$ -
6x12 Compressive Strength of Cylinders (C39)		Each	\$ 40.00	1	\$ -
4x8 Compressive Strength of Cylinders (C39)		Each	\$ 37.00	1	\$ -
Direct Shear (CD 3pt) Peak Only (D3080)		Each	\$ 500.00	1	\$ -
Point Load - Rock (D5731)		Each	\$ 65.00	1	\$ -
Triaxial Shear-UU (D2850)		Each	\$ 175.00	1	\$ -
Triaxial Staged-UU (D2850)		Each	\$ 290.00	1	\$ -
Expansion Index (D4829)		Each	\$ 275.00	1	\$ -
1-D Consolidation (D2435)		Each	\$ 400.00	1	\$ -
1-D Consolidation - Time Rate / Per Point (D2435)		Each	\$ 100.00	1	\$ -
Asphalt Ignition Calibration (CTM 382)		Each	\$ 460.00	1	\$ -
Mix Design (D1557, D1633)		Each	\$ 2,000.00	1	\$ -
Percent Asphalt Ignition Oven (CTM 382)		Each	\$ 225.00	1	\$ -
Asphalt Sand Equivalent (CTM 217)		Each	\$ 135.00	1	\$ -
Stabilometer Value (CTM 366)		Each	\$ 225.00	1	\$ -
Theoretical Maximum Specific Gravity/Density (CTM 309)		Each	\$ 225.00	1	\$ -
			\$ -	1	\$ -
			\$ -	1	\$ -

Task 3 ODC Total: \$ 3,760.00

TOTAL OTHER DIRECT COSTS	\$ 14,378.10
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2024 STANDARD FEE SCHEDULE

CONSTRUCTION SERVICES	UNIT COST	UNIT/DETAIL
Traffic Control (Major) DBE or PW	\$2,500.00	DAY
Traffic Control (Minor) DBE or PW	\$1,500.00	DAY
Traffic Control (Major) Non-DBE	\$1,700.00	DAY
Traffic Control (Minor) Non-DBE	\$700.00	DAY
Traffic Control Equipment	\$150.00	DAY
Core Machine with Generator	\$2,600.00	DAY
Core Machine Bit	\$3.00	INCH
Core Boxes	\$17.25	EACH
Hot Mix Asphalt Patching (First)	\$1,000.00	FIRST
Hot Mix Asphalt Patching (2 or more)	\$500.00	EACH AFTER
Wildcat DCP Equipment	\$750.00	DAY
Wildcat DCP Tips	\$20.00	EACH
Seismic Refraction (12 Channel)	\$1,300.00	DAY
Survey Equipment - Tripod, Level and Rod	\$150.00	DAY
Survey Equipment - Liquid Level	\$150.00	DAY
Percolation Equipment	\$200.00	DAY
Hand Auger	\$200.00	DAY
Backfill	\$8.00	BAG
Steel Liners (MCAL/SPT)	\$10.00	LINER
Nuclear Density Tests	\$10.00	EACH
Concrete Equipment	\$65.00	PER POUR
CLASSIFICATION TESTING		
#200 Wash	\$120.00	ASTM D1140
Grain Size Analysis to #200 (Sieve Analysis)	\$160.00	ASTM D6913
Mass Grain Size (Scour)	\$2,200.00	ASTM D6913
Grain Size with Hydrometer	\$245.00	ASTM D422
Grain Size Analysis	\$210.00	CTM 202
Hydrometer Analysis	\$210.00	ASTM D422
Moisture & Density	\$80.00	ASTM D2216, D7263
Moisture Content	\$55.00	ASTM D2216, CTM 226
Non-Plastic Index Result	\$125.00	ASTM D4318
Plasticity Index	\$260.00	ASTM D4318
Landscape Suitability	\$125.00	
STRENGTH TESTING		
California Impact	\$350.00	CTM 216
Compaction Curve (4" Mold)	\$455.00	ASTM D0987, D1557
Compaction Curve (6" Mold)	\$510.00	ASTM D0987, D1557
Compaction Curve Checkpoint (4" Mold)	\$125.00	ASTM D0987, D1557
Compaction Curve Checkpoint (6" Mold)	\$125.00	ASTM D0987, D1557
Compression (Rock)	\$275.00	ASTM 7012
Compressive Strength of Cylinders (6x12)	\$40.00	ASTM C39
Compressive Strength of Cylinders (4x8)	\$37.00	ASTM C39
Direct Shear (CD 3pt) Peak Only	\$500.00	ASTM D3080
Point Load (Rock)	\$65.00	ASTM D5731
R-Value	\$450.00	ASTM D2844, CAL 301
Triaxial Shear-UU	\$175.00	ASTM D2850
Triaxial Staged-UU	\$290.00	ASTM D2850
Unconfined Compression (Rock)	\$230.00	ASTM D2166
Unconfined Compression (Soil)	\$180.00	ASTM D2166
CONSOLIDATION & EXPANSION		
1-D Consolidation	\$400.00	ASTM D2435
1-D Consolidation (Time Rate) / Per Point	\$100.00	ASTM D2435
Expansion Index	\$275.00	ASTM D4829
CORROSIIVITY TESTING		
Corrosivity Testing (pH, Resistivity, Sulfate, Chloride)	\$240.00	CTM 417,422,643
Corrosivity Testing (pH, Resistivity, Sulfate, Chloride, Redox)	\$350.00	CTM 417,422,643 / ASTM G200M
PAVEMENT TESTING		
Asphalt Ignition Calibration	\$460.00	CTM 382
Percent Asphalt Ignition Oven	\$150.00	CTM 382
Sand Equivalent	\$135.00	CTM 217
Stabilometer Value	\$225.00	CTM 366
Theoretical Maximum Specific Gravity/Density	\$225.00	CTM 309
Mix Design	\$2,000.00	ASTM D1557.D1633
SEISMIC ANALYSIS		
EZ Frisk Software Use	\$1,500.00	PER PROJECT
*Rush Testing is available at a 50% markup		
Rates are subject to a 5% escalation per year throughout the duration of the project.		

2024 STANDARD FEE SCHEDULE

PROFESSIONAL TITLE	RATE	CONSTRUCTION/EQUIPMENT	RATE	DETAIL
Principal	\$ 250.00	Traffic Control (Major) DBE or **	\$ 2,500.00	DAY
Senior Project Manager	\$ 210.00	Traffic Control (Minor)	\$ 700.00	DAY
Project Manager	\$ 190.00	Seismic Refraction (12 Channel)	\$ 1,300.00	DAY
Senior Engineer / Geologist	\$ 170.00	Core Machine with Generator **	\$ 2,600.00	DAY
Project Engineer II / Geologist	\$ 150.00	Core Machine Bit	\$ 3.00	INCH
Project Engineer I / Geologist	\$ 140.00	Core Box	\$ 17.25	EACH
Project Engineer I / Geologist - OT	\$ 210.00	Hot Mix Asphalt Patching (1st Core) **	\$ 1,000.00	FIRST
Staff Engineer / Geologist	\$ 135.00	Hot Mix Asphalt Patching (2 or More) **	\$ 500.00	EACH AFTER
Staff Engineer / Geologist - OT	\$ 202.50	Wildcat DCP Equipment **	\$ 750.00	DAY
Project Coordinator	\$ 127.00	Wildcat DCP Tip	\$ 20.00	EACH
Administrative Assistant	\$ 110.00	Survey Equipment (Tripod, Level, Rod)	\$ 150.00	DAY
Welding / Steel Technician (Non-PW)	\$ 160.00	Survey Equipment (Liquid Level)	\$ 150.00	DAY
Senior Technician (Non-PW)	\$ 135.00	Percolation Equipment	\$ 200.00	DAY
Senior Technician - OT (Non-PW)	\$ 190.00	Hand Auger **	\$ 200.00	DAY
Staff Technician (Non-PW)	\$ 125.00	Backfill	\$ 8.00	BAG
Staff Technician - OT (Non-PW)	\$ 175.00	Steel Liners (MCAL)	\$ 10.00	EACH
PREVAILING WAGE CLASSIFICATIONS **	RATE	Nuclear Density Test **	\$ 10.00	EACH
Group 1 - Masonry Technician (PW) **	\$ 190.00	Concrete Equipment	\$ 65.00	PER POUR
Group 1 - Masonry Technician - OT (PW) **	\$ 220.00	CLASSIFICATION TESTING		
Group 2 - Welding Technician (PW) **	\$ 185.00	#200 Wash	\$ 120.00	ASTM D1140
Group 2 - Welding Technician - OT (PW) **	\$ 215.00	Grain Size Analysis to #200 (Sieve Analysis)	\$ 160.00	ASTM D6913
Group 2/3 - Laborer Technician (PW) **	\$ 137.00	Mass Grain Size (Scour)	\$ 2,200.00	ASTM D6913
Group 2/3 - Laborer Technician - OT (PW) **	\$ 160.00	Grain Size with Hydrometer	\$ 245.00	ASTM D6913, D7928
Group 3 - Soils/Asphalt Technician (PW) **	\$ 175.00	Grain Size Analysis	\$ 210.00	CTM 202
Group 3 - Soils/Asphalt Technician - OT (PW) **	\$ 200.00	Hydrometer Analysis	\$ 210.00	ASTM D7928
Group 4 - Concrete Technician (PW) **	\$ 165.00	Moisture & Density	\$ 80.00	ASTM D2216, D7263
Group 4 - Concrete Technician - OT (PW) **	\$ 185.00	Moisture Content	\$ 55.00	ASTM D2216, CTM 226
WORKING HOURS AND PREMIUM TIME	RATE	Non-Plastic Index Result	\$ 125.00	ASTM D4318
A Regular Workday is the first 8 hours between 6:00am to 6:00pm, Monday through Friday.				
Overtime: Weekdays & Saturdays (first 8 hours)	1.5 x Hourly Rate	Plasticity Index	\$ 260.00	ASTM D4318
Overtime: Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x Hourly Rate	Landscape Suitability	\$ 125.00	
Overtime: Sundays (over 8 hours) and Holidays	3 x Hourly Rate	STRENGTH TESTING		
Night Shift: Work performed between 2:00 am and 4:00 am	15% / Hour Add'l to Hourly Rate	California Impact	\$ 350.00	CTM 216
REIMBURSABLES	RATE	Compaction Curve (4" Mold)	\$ 455.00	ASTM D698/D1557
Mileage	\$ 0.70 / Mile	Compaction Curve (6" Mold)	\$ 510.00	ASTM D698/D1557
Vehicle Charge	\$ 5.00 / Hour	Compaction Curve Checkpoint (4" Mold)	\$ 125.00	ASTM D698/D1557
Outside Costs	15% Markup	Compaction Curve Checkpoint (6" Mold)	\$ 125.00	ASTM D698/D1557
Permit Fees (City/County)	15% Markup	Compression (Rock)	\$ 275.00	ASTM 7012
Per Diem (Lodging & Meals)	\$ 250 / Day	Compressive Strength of Cylinders (6x12), per cylinder	\$ 40.00	ASTM C39
Rush Testing	50% Markup	Compressive Strength of Cylinders (4x8), per cylinder	\$ 37.00	ASTM C39
** Indicates Prevailing Wage Rates/Work				
		Direct Shear (CD 3pt) Peak Only	\$ 500.00	ASTM D3080
		Point Load (Rock)	\$ 65.00	ASTM D5731
		R-Value	\$ 450.00	ASTM D2844, CAL 301
		Triaxial Shear-UU	\$ 175.00	ASTM D2850
		Triaxial Staged-UU	\$ 290.00	ASTM D2850
		Unconfined Compression (Rock)	\$ 230.00	ASTM D7012
		Unconfined Compression (Soil)	\$ 180.00	ASTM D2166
CONSOLIDATION & EXPANSION				
		1-D Consolidation	\$ 400.00	ASTM D2435
		1-D Consolidation (Time Rate) / Per Point	\$ 100.00	ASTM D2435
		Expansion Index	\$ 275.00	ASTM D4829
CORROSIIVITY TESTING				
		pH, Resistivity, Sulfate, and Chloride Content	\$ 240.00	CTM 417,422,643
		pH, Resistivity, Sulfate, Chloride, and Redox Potential	\$ 350.00	CTM 417,422,643 and ASTM G200M
PAVEMENT TESTING				
		Asphalt Ignition Calibration	\$ 460.00	CTM 382
		Percent Asphalt Ignition Oven	\$ 225.00	CTM 382
		Sand Equivalent	\$ 135.00	CTM 217
		Stabilometer Value	\$ 225.00	CTM 366
		Theoretical Max Specific Gravity/Density	\$ 225.00	CTM 309
		Mix Design	\$ 2,000.00	ASTM 1557 and ASTM D1633
SEISMIC ANALYSIS				
		EZ Frisk Software Use	\$ 1,500.00	PER PROJECT

EMPLOYEE NAME	CLASSIFICATION	EMAIL	OFFICE
Ben Crawford	Principal / President	ben.crawford@crawford-inc.com	Sacramento
Eric Nichols	Principal / Vice President	eric.nichols@crawford-inc.com	Sacramento
Shawn Leyva	Principal	shawn.leyva@crawford-inc.com	Sacramento
Chris Trumbull	Senior Project Manager	chris.trumbull@crawford-inc.com	Sacramento
Gary Manhart	Senior Project Manager / PM II	g.manhart@crawford-inc.com	Eureka
John Wright	Project Manager II	john.wright@crawford-inc.com	Sacramento
Ted Crump	Project Manager I	ted.crump@crawford-inc.com	Santa Rosa
David Castro	Project Manager I	david.castro@crawford-inc.com	Modesto
Ellen Tiedemann	Project Manager I	e.tiedemann@crawford-inc.com	Seattle
Reynicole Gilbert	Project Manager I / Senior Engineer	r.gilbert@crawford-inc.com	Sacramento
Amando Castro	Project Manager I / Senior Engineer	a.castro@crawford-inc.com	Sacramento
Ryan Houghton	Senior Engineer	ryan.houghton@crawford-inc.com	Ukiah
Keiko Lewis	Senior Engineer	keiko.lewis@crawford-inc.com	Sacramento
Brendan Moran	Senior Engineer	b.moran@crawford-inc.com	Seattle
Steve Carter	Senior Geologist	steve.carter@crawford-inc.com	Sacramento
Stan Walker	Senior Geologist	stan.walker@crawford-inc.com	Sacramento
Jennifer Genetti	Project Geologist II	j.genetti@crawford-inc.com	Ukiah
Kennedy Hauder	Project Engineer II	k.hauder@crawford-inc.com	Sacramento
Mauricio Arias	Project Engineer I	mauricio.arias@crawford-inc.com	Sacramento
Maria Ayala	Project Engineer I	maria.ayala@crawford-inc.com	Sacramento
Eric Hildebrandt	Project Engineer I	eric.hildebrandt@crawford-inc.com	Sacramento
Erik Spence	Staff Engineer	erik.spence@crawford-inc.com	Sacramento
Lois Kearney	Staff Geologist	lois.kearney@crawford-inc.com	Sacramento
Autumn Galinski	Staff Engineer	autumn.galinski@crawford-inc.com	Modesto
Oscar Rincon	Staff Engineer / Technician	oscar.rincon@crawford-inc.com	Sacramento
Spencer Chaney	Staff Geologist / Technician	s.chaney@crawford-inc.com	Eureka
Zack Zamora	Staff Technician	z.zamora@crawford-inc.com	Sacramento
Michael Rivera	Staff Technician	michael.rivera@crawford-inc.com	Sacramento
Nathan Burton	Senior Technician / Special Inspector	nate.burton@crawford-inc.com	Santa Rosa
Carmelo Pagan	Lab Technician	c.pagan@crawford-inc.com	Sacramento
Terri Falcone	Project Coordinator	terri.falcone@crawford-inc.com	Sacramento

Contract Number:

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Shopping Cart

[Save Cart](#) | [Empty Cart](#) | [Share](#)

Add Product by Model #

Model #	Description	Qty	Price	Total	Remove
H-10003BL	Metal Picnic Table - 8' Rectangle, Black	<input type="text" value="8"/>	\$1,070.00/EA	\$8,560.00	<input type="button" value="X"/>

SUBTOTAL = \$8,560.00

Shipping | Sale Code:

\$300+ orders are eligible for a free item.

PAYMENT INFORMATION

[ADDRESS](#) [SHIPPING](#) **PAYMENT** [REVIEW AND SUBMIT](#)

Select your payment method: [?](#)

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Invoice Me - Pay within 30 days

New Credit Card



Credit Card #

Name on Card

Exp. Month

Exp. Year

CVV

Save this card to My Account

Order Summary

# of Shipments:	1
# of Items:	1
Subtotal:	\$8,560.00
Tax:	\$856.15 ?
Shipping:	\$223.65
Estimated Total:	\$9,639.80
<small>Item(s) in your cart are being charged tax.</small>	

[Tax Exempt Information](#)

[Pricing Request](#) [?](#)

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Examples: "CF998-5836" or "CFUL4"
(Blue box on the back of your catalog)

Contract Number:

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Add Product by Model #

Model #	Description	Qty	Price	Total	Remove
H-10001BLU	Metal Picnic Table - 46" Round, Blue	<input type="text" value="2"/>	\$1,075.00/EA	\$2,150.00	<input type="button" value="X"/>

SUBTOTAL = \$2,150.00

Shipping | Sale Code:

\$300+ orders are eligible for a free item.

PAYMENT INFORMATION

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Credit Card #

Name on Card

Exp. Month

Exp. Year

CVV

Save this card to My Account

Order Summary

# of Shipments:	1
# of Items:	1
Subtotal:	\$2,150.00
Tax:	\$215.15 ?
Shipping:	\$74.84
Estimated Total:	\$2,439.99

Item(s) in your cart are being charged tax.

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(Blue box on the back of your catalog)

Contract Number:

10

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Add Product by Model #

Model #	Description	Qty	Price	Total	Remove
H-2301	Mounting Hardware for Metal Benches	<input type="text" value="10"/>	\$40.00/EA	\$400.00	×
H-2294BL-P	Metal Bench with Back - 6', Black	<input type="text" value="2"/>	\$645.00/EA	\$1,290.00	×
H-2295BL-P	Metal Bench without Back - 6', Black	<input type="text" value="4"/>	\$445.00/EA	\$1,780.00	×
H-2294R-P	Metal Bench with Back - 6', Red	<input type="text" value="4"/>	\$620.00/EA	\$2,480.00	×

SUBTOTAL = \$5,950.00

Shipping | Sale Code:

\$300+ orders are eligible for a free item.

PAYMENT INFORMATION

[ADDRESS](#) [SHIPPING](#) **PAYMENT** [REVIEW AND SUBMIT](#)

Select your payment method: [?](#)

[Continue](#)

Invoice Me - Pay within 30 days

New Credit Card

AMERICAN EXPRESS VISA DISCOVER GSA

Credit Card #

Name on Card

Exp. Month

Exp. Year

CVV

Save this card to My Account

Order Summary

# of Shipments:	4
# of Items:	4
Subtotal:	\$5,950.00
Tax:	\$595.15 ?
Shipping:	\$1,066.58
Estimated Total:	\$7,611.73

[Item\(s\) in your cart are being charged tax.](#)

[Tax Exempt Information](#)

[Pricing Request](#) [?](#)

Add your own PO# [?](#)

Priority Code [?](#)

[Update](#)

Examples: "CF998-5836" or "CFUL4"
(Blue box on the back of your catalog)

Contract Number:

11

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of May 28, 2025, by and between the Santa Rosa Elementary School District, a California public school district (“District”), and **Ahlborn Fence & Steel, Inc.** (“Contractor”).

NOW THEREFORE, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. This Contract is made pursuant to:

- Public Contract Code section 22032(a): California Uniform Construction Cost Accounting Act Contracts less than Seventy-Five Thousand Dollars (\$75,000)
- Public Contract Code section 20111(a): Maintenance and Repair Projects less than the current dollar value threshold requiring formal bidding under section 20111

2. Description of Work

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Santa Rosa Charter School for the Arts Small Fence and Gate Project** (“Project”). The location of the Project is 1250 Hahman Dr, Santa Rosa, CA 95405 (the “Site”).

The Contractor shall complete all Work covered by the Contract Documents, including, without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 3 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

3. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the Request for Quotation, the completed Quote Proposal Form, the Project Forms, the required Bonds and the Insurance forms, the General Conditions, and the Drawings and Specifications.

4. District Representative

The District Representative is Lisa August, Associate Superintendent of Business Services.

5. **Compensation to Contractor**

- a. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of **Twenty-Two Thousand Three Hundred Sixty-Five Dollars (\$22,365.00)**. The Contract Price is based upon the Contractor's Base Quote Proposal for the Work and the following Alternate Bid Items, if any. No Alternate Bid Items.
- b. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to the Contract General Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- c. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 15% of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

6. **Prevailing Wages**

This Project is a public works project subject to prevailing wage requirements, and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR") in accordance with Labor Code section 1770, *et seq.*

7. **Contract Time**

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work Fifty-Four (54) days after the commencement date of the Work set forth in the Notice to Proceed. Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

8. **Limitation on Damages**

In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; and/or (iii) loss of productivity.

9. Liquidated Damages

The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.

- a. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of Five Hundred Dollars (\$500.00).
- b. **Surety Liability.** Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

[Remainder of page intentionally left blank.]

10. Insurance

The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

- a. **Insurance Requirements for Contractor.** The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: \$1,000,000
	Aggregate: \$2,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage is required.

- b. **Insurance Requirements for Subcontractors.** The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: \$1,000,000
	Aggregate: \$2,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

11. Notices

Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Lisa August
Interim Superintendent
Santa Rosa Elementary School District
110 Stony Point Road, Suite 210
Santa Rosa, CA 95401

If to the Contractor:

Tom Ahlborn
1230 Century Court
Santa Rosa, CA 95403

12. Hours and Days of Work at the Site

12.1 Work Hours/Days. Work at the Site is limited to Mondays through Fridays, excluding District holidays. No Work at the Site is permitted except during such days and hours. Hours of Work at the Site shall be subject to limitations established by any applicable local jurisdiction, as the same may be amended from time-to-time. Subject to amendments promulgated by the applicable local jurisdiction, permitted hours of Work at the Site are between 7:00 a.m. and 7:00 p.m.

12.2 Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: none apply. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

13. Audit

The District and Contractor are subject to the examination and audit of the California State Auditor for a period of three (3) years after the final payment under this Contract, in compliance with Government Code section 8546.7.

14. Compliance with Law

Contractor shall comply with all applicable federal, state, local rules, regulations, and laws, and any and all District policies and procedures, including but not limited to those rules, regulations, laws, policies and procedures related to COVID-19, or any other pandemic or epidemic, in its performance of its obligations under this Contract.

15. Authority to Execute

The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

**SANTA ROSA ELEMENTARY
SCHOOL DISTRICT**

AHLBORN FENCE & STEEL, INC.

Lisa August
Name

Contractor Name

Signature

Contractor License No.
and Expiration Date

Interim Superintendent
Title

Individual Signature

Date

Title

Date

For:

Corporation or Partnership

If Corporation, Seal Below.



1230 Century Court
Santa Rosa, CA 95403

P: (707) 573-0742 | F: (707) 573-0788
www.ahlbornco.com

License No. 793504 | C-13 C-23 C-51

DIR No. 1000001160

PROPOSAL

Proposal Name: Santa Rosa Charter School
Project Location: 756 Humbolt St, Santa Rosa
Proposal #: 13964

Santa Rosa City Schools.
Attn: Erik Oden
Ph: 707-890-3800
Email: eoden@srcs.k12.ca.us

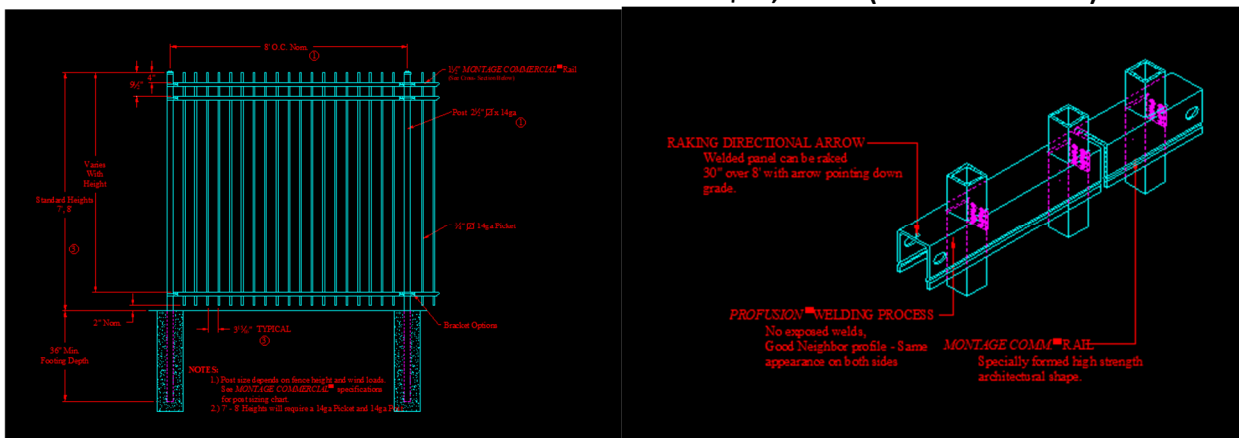
Rev #	Date
0	5/19/25
1	5/20/25

Ahlborn Fence & Steel, Inc. proposes to provide materials and/or labor to complete the following work:

Inclusions:

- o **Bid Item #1:** Install approximately 25ft of 7ft high Ameristar Montage Plus Genesis Commercial ornamental iron fence with one pair 12ft opening double swing gates to match = \$18,293.00
 - a) Panels- 7ft high Genesis flat top picket style. 3/4" vertical pickets, 1-1/2" formed steel channel rails.
 - b) Posts – 2-1/2" sq. 14 ga tube steel set in concrete footing. Gate posts, 4" sq .180 wall powder coated black set in 42" concrete footings.
 - c) Gates – fabricated to match the fencing. High quality Locinox Puma hinges, DAC Strong arm center latch, and HD cane bolts to secure gates in the closed and open positions.

Total Base Bid for Work as Described Above = \$18,295.00 (includes sales tax)



Alternates:

- o **Alternate Bid Item #1:** Install Ameristar Montage II panels with 1" sq tube pickets and 1-3/4" formed steel channel rails. = \$19,865.00
- o **Add \$2,500.00 Owner Contingency**

Project Specific Exclusions & Clarifications:

1. Demolition & removal of existing materials is not included within the proposed scope of work.
2. This proposal does not include an allowance for excavation conflicts below grade. Coring, jack-hammering, and general demolition/removal of any conflicts below the existing and obvious surface conditions can be performed on a time and material basis (as needed).
3. All forms of Soft Digging Excavation (e.g. Hydro, air, hand, etc.) are excluded unless specifically included above.
4. All soils resulting from the excavation of footings are to be utilized to create a rough grade in the area directly adjacent to the relevant post hole (off-hauling of soil material is not included within the proposed scope of work). If the post hole locations do not allow for the redistribution of this material, the spoils are to be left in piles near each post hole to be removed or relocated by others.
5. All concrete work (mow strips, flatwork, cutting, patching, or otherwise) is to be provided by others unless otherwise indicated above.
6. Painting, priming, staining, and/or all custom finishes are not included within the proposed scope of work unless otherwise indicated above.

Regarding all public works bids that have a bid opening date: *Ahlborn Fence & Steel, Inc. must be notified within 10 days of bid date if listed as a subcontractor on this project. We reserve the right to withdraw our bid if not notified within this time frame.*

Unless noted otherwise above, Ahlborn Fence & Steel, Inc. standard change order rates are as follows:

Field: \$150.00 per hour | Shop Fabrication: \$130.00 per hour | Detailing: \$135.00 per hour

Standard Exclusions & Clarifications:

1. Demolition & removal of existing materials is excluded unless specifically included above.
2. Permits, bonds, and inspection fees are excluded. General Contractor is to provide, at no cost to Ahlborn, the necessary street use permits for cranes and steel delivery trucks.
3. Excludes engineering, calculations, bonds, fees, special insurances, surveying, or as-built drawings unless specifically included above.
4. Ahlborn Fence and Steel, Inc. will be responsible for ordering a standard Underground Service Alert (U.S.A.) for location of public utilities when applicable to the work proposed above. Damage done to unmarked private utilities is not the responsibility of Ahlborn Fence and Steel Inc.
 - a. Private utilities are to be located and marked by others.
5. Exact layouts, locations, and elevations of the work to be installed are to be determined by the owner prior to mobilization.
 - b. The General Contractor is responsible for grades, grid lines, elevations, and anchor bolt locations.
6. Costs associated with excavation conflicts below grade are to be excluded. Coring, jack-hammering, and general demolition/removal of any conflicts below the existing and obvious surface conditions can be performed on a time and material basis (as needed).
7. All forms of Soft Digging Excavation (e.g. Hydro, air, hand, etc.) are excluded unless specifically included above.
8. All soils resulting from the excavation of footings are to be utilized to create a rough grade in the area directly adjacent to the relevant post hole (off-hauling of soil material is not included within the proposed scope of work). If the post hole locations do not allow for the redistribution of this material, the spoils are to be left in piles near each post hole to be removed or relocated by others.
9. All concrete work (mow strips, grade beams, flatwork, cutting, patching, or otherwise) is to be excluded unless specifically included above.
10. All protection of potential runoff into waterways and drainage systems is excluded.
11. After execution of contract, deleted scope items may not be credited at full price due to costs associated with Ahlborn Fence and Steel Inc. administrative and set up procedures.
12. All excavated posthole dirt will be spread on site unless specifically included above.
13. All painting, staining, and custom finishes are excluded unless specifically included above.
14. Matching colored concrete is excluded.
15. Traffic control is excluded.
16. Ahlborn excludes traffic control and all related design, engineering, and staffing.
 - c. The supply of markers, signs, barriers, and related materials is also excluded unless specifically indicated above.
17. Price based on continuous installation to include all units without interruption unless specifically included above. Additional mobilizations will be priced accordingly.
18. Installation of work shall be based on a full 8-hour workday unless otherwise indicated above.
19. Work is to be installed per an agreed upon preliminary schedule.
20. Costs incurred by deviations from plans and field discrepancies shall be borne by the General Contractor.
 - d. Any alterations shall be agreed upon in writing and work shall commence only after a Change Order has been signed.
21. Structural steel fabrications to be processed with a high-definition plasma fabrication system which is in full accordance with AISC standards.
22. One leveling nut will be set to grade by the General Contractor at each structural steel footing.
23. Carpenter Iron: Described as loose structural shapes, brackets, or fabricated assemblies which attach to the building by bolting to wood or concrete and not to steel are to be F.O.B. (not installed) unless specifically included above.
24. Wood, masonry, and concrete connections are by others unless specifically included above.
 - e. Bolts, anchor bolts, drilling, or mounting anything other than steel unless specifically included above.
25. Manufactured items (such as Simpson Hardware) are excluded unless specifically included above.
26. Grout, epoxy adhesive, sandblasting, galvanizing, 10-gauge metals or lighter, and finish painting are excluded unless provided in scope unless specifically included above.
27. Nonferrous metals, stainless steel, cast iron, pipe sleeves, and backing plates are excluded unless provided in scope unless specifically included above.
28. Protection of existing conditions & finishes (i.e., glass, finish paint, stucco, drywall, concrete, landscape, etc.) are excluded unless provided in scope unless specifically included above.

29. Gratings, grilles, expansion joints, stair nosings, glass stops, roof hatches, steel joists, and accessories are excluded unless provided in scope unless specifically included above.
30. Welding inspection is by others. Scheduling for inspection will be provided by Ahlborn Fence and Steel, Inc.
31. The General Contractor or Construction Manager is the Controlling Contractor as defined by Cal/OSHA Article 29. Section 1710 (b). Responsibilities set forth in this Article will be borne by the General Contractor, including sections 1710 (c)(3)(A), 1710 (c)(3)(B), and 1710 (c)(3)(C), requiring the General Contractor provide adequate access for erectors crane and equipment including a platform capable of supporting such equipment as well as vehicular and pedestrian control. Also include all necessary demo to access the proposed installation locations.
32. Field welding is defined as welding required to install Ahlborn supplied materials.
33. Field touch-up painting of structural steel is excluded.
34. FOB items shall be fabricated per design drawings, all field dimensions and verification shall be by general contractor.
35. Ahlborn excludes supply, preparation, installation, and maintenance of safety cabling/temporary guardrails at each structural steel framed floor as well as protection measures at any fall hazards created at roof perimeters with metal decking and around structural framed openings with dimensions of 4'x 6' or greater in accordance with Cal/OSHA Article 16 unless otherwise stated above.
 - f. It is the General Contractor's responsibility to supply a guardrail if required.
36. Priming or painting of galvanized surfaces is excluded.
37. Temporary access/stairs for structures 24'-0 in height and greater is to be excluded.
 - g. Means of access is to be supplied, installed, and maintained by others.
 - h. Manlift equipment for structures above 60'-0 in height, or when otherwise warranted for emergency access, to be provided and maintained by others.
38. All hardware related to FOB items are to be excluded unless specifically included above.
39. Field dimensioning or surveying of existing structures is to be excluded.
40. Prime paint is intended to be short-term protection per AISC. All prime/paint items will be field painted by others within ninety (90) days of delivery to jobsite if not specifically included above. Steel Subcontractor is not responsible for the deterioration of the prime paint coat that may result from extended exposure to the elements. Typical abrasions to the shop prime paint coat such as forklift marks, dunnage marks, handprints, marks from shipping tie down, unloading, and choking occurring at fabrication facilities, during shipment, and erection shall be acceptable and will be left as is upon delivery.
41. Ownership of FOB products passes to the General Contractor or owner at the time of delivery.
42. Retention is due in within 30 days after completion of installation/erection.
43. Excludes all work not shown on the architectural or structural drawings unless specifically included above.
44. If awarded the contract, Ahlborn must be provided with two sets of contract drawings and specifications.
45. General Contractor is to provide wash facilities and labor to wash vehicle wheels prior to the Ahlborn vehicles leaving the site.
46. X-raying or locating embedded steel in new or existing concrete is to be excluded unless specifically included above.
47. Nuts and washers for welded studs used for wood or metal stud attachment are to be excluded unless specifically included above.
3. This entire proposal must be included as part of the subcontract.

Note: Ahlborn Fence & Steel, Inc. will honor all labor and installation values for 30 (thirty) days from the proposal date. Due to the current, constantly fluctuating state of material costs, all scopes not contracted within 30 (thirty) days from the proposal date may be reevaluated for escalation.

Ahlborn Companies are a proud member of the American Fence Association, the California Fence Contractors Association, the National Ornamental & Miscellaneous Metals Association, and the North Coast Builders Exchange. We would like to thank you for taking the time to review our proposal. Should you have any questions or if I can be of further assistance, please do not hesitate to call.

Respectfully submitted,

Enter PM Name

Ahlborn Fence & Steel, Inc.



Customer Signature of Acceptance

Date

GENERAL CONDITIONS

- 1. Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
- 2. Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
- 3. Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
- 4. Changes.**

 - 4.1 Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in the Contract. Changes approved by the District shall be reduced to Change Order in the form established by the District.
 - 4.2 Change Orders.** If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing

the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including, without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education ("Board") approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

4.3 Contractor Notice of Changes. If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation.

In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article.

4.4 Substitutions. No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. For Projects with a contract duration of one hundred eighty (180) days or less, all requests for substitutions of any specified item shall be submitted not more than fourteen days after the date of the award of the Contract to Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code section 3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code section 3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

5. Safety; Security. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and all Board policies and procedures pertaining to safety at the Site, including but not limited to such laws, ordinances, rules, regulations, and policies and procedures relating to COVID-19 or any other pandemic or epidemic. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors. **All contractors, including all subcontractors, laborers and any individual performing work on any District project, are required to wear hard hats and safety vests at all times while on any District site or campus without exception.**

6. Labor.

6.1 Prevailing Wage Rates. The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code

section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.

6.2 Apprentices. Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.

6.3 DIR Registration.

6.3.1 Contractor and Subcontractor Compliance. Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Designated Subcontractors List submitted with the Contractor's proposal for the Work whose DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code section 1771.1(c)(3) and/or Labor Code section 1771.1(d).

6.3.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g). "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."

6.3.5 Subcontractor Penalties pursuant to Labor Code § 1771.1 (h)(1). “In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).”

6.4 Certified Payroll Records.

6.4.1 Compliance With Labor Code §§ 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor’s strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records (“CPR”); and (ii) the Contractor’s enforcement of CPR preparation and submittal for all Subcontractors of every tier.

6.4.2 Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code section 1776 is an express condition precedent to the District’s obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code sections 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District’s obligations under the Contract Documents unless the Contractor’s demonstrates strict compliance with CPR preparation and submittal requirements.

6.5 Limits on Hours/Days of Work. The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law, in accordance with Labor Code section 1813.

6.6 Competency and Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

6.7 Superintendent. The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor’s Representative for the Work; directions, instructions or other communications to or with the Contractor’s Superintendent shall be deemed directions, instructions or communications to or with the Contractor.

- 7. Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 8. Project Certification.** If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.
- 9. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.
- 10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially

modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.

11. Indemnification. Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Education and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including, without limitation, attorneys fees and costs, which arise out of or are related in any manner to this Contract or the Work. The Contractor's obligations hereunder include, without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.

12. Delays and Time Extensions.

12.1 Excusable Delays. If completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by District. Excusable Delays shall not result in any increase in the Contract Price. "Excusable Delays" refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.

12.2 The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District, priority of a governmental agency for materials or

equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

- 12.3** A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- 12.4** No damages or compensation of any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- 12.5** The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of District of the right to collect liquidated damages for other delays or of any other rights to which District is entitled.

- 13. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment

of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Work.

- 14. Warranty.** The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.
- 15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.
- 16. Miscellaneous.**

 - 16.1 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.
 - 16.2 Disputes.**

 - 16.2.1 Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.
 - 16.2.2 Public Contract Code § 9204 Claims Resolution Procedures.** Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth

in Public Contract Code section 9204 (“Section 9204”) provided, however, that the Contractor’s initiation of Section 9204 procedures is expressly subject to the Contractor’s prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

16.2.2.1 Claim Defined. The term “Claim” shall be as defined in Section 9204.

16.2.2.2 Claim Documentation. The Contractor shall furnish reasonable documentation to support each Claim. “Reasonable documentation” includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

16.2.2.3 District Claim Review Statement. Within forty-five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim (“Claim Review Statement”). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty-five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor’s responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim (“Undisputed Claim”) and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

16.2.3 Meet and Confer.

16.2.3.1 Meet and Confer Demand. If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The Contractor’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after

the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor's Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

16.2.3.2 Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim ("Meet and Confer Statement"). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

16.2.4 Non-Binding Mediation.

16.2.4.1 Contractor Initiation. The Contractor may request nonbinding mediation ("Mediation") of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor's Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to demand Mediation procedures under Section 9204.

16.2.4.2 Mediator Selection. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor's demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

16.2.4.3 Mediation Procedures. Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

16.2.4.4 Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

16.2.4.5 Post-Mediation Disputed Claims. Any Claims issues in dispute after

Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

16.2.4.6 Waiver. The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.

16.2.5 Payments of Undisputed Claims. If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.

16.2.6 Subcontractor Claims.

16.2.6.1 Subcontractor Claim Submittal. If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.

16.2.6.2 Contractor Certification of Subcontractor Claim. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code § 12650 *et seq.*). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

16.2.6.3 District Review of Subcontractor Claim. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer

and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.2.6.4 Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

16.2.7 Contractor Compliance with Government Code. Pursuant to Government Code Section 930.6, any and all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District for money or damages, including, without limitation, a demand for arbitration, shall be deemed a “suit for money or damages” and shall be subject to the provisions of Government Code Sections 945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in this Article herein, all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District seeking money or damages in any sum shall first be presented to the District’s Board of Education and acted upon or deemed rejected as a condition precedent to suit including, without limitation, demand for arbitration, in accordance with California Government Code section 900 *et seq.*

16.3 Waiver of Consequential Special Damages. Notwithstanding any right conferred by law or arising by operation of law, by executing the Contract, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District’s breach or default of its obligations under the Contract Documents.

16.4 Notices. Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

16.5 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material

shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.

16.6 Successors. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

16.7 Permits; Approvals. Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

16.8 Non-Discrimination. The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

16.9 Days. Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.

16.10 Severability. If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.

16.11 Entire Agreement. This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

[END OF GENERAL CONDITIONS]

Contract Number:

12

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of May 28, 2025, by and between the Santa Rosa High School District, a California public school district (“District”), and **Wright Contracting LLC**. (“Contractor”).

NOW THEREFORE, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. This Contract is made pursuant to:

- Public Contract Code section 22032(a): California Uniform Construction Cost Accounting Act Contracts less than Seventy-Five Thousand Dollars (\$75,000)
- Public Contract Code section 20111(a): Maintenance and Repair Projects less than the current dollar value threshold requiring formal bidding under section 20111

2. Description of Work

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Santa Rosa High School Paving Improvements Project** (“Project”). The location of the Project is 1235 Mendocino Ave, Santa Rosa, CA 95401 (the “Site”).

The Contractor shall complete all Work covered by the Contract Documents, including, without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 3 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

3. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the Request for Quotation, the completed Quote Proposal Form, the Project Forms, the required Bonds and the Insurance forms, the General Conditions, and the Drawings and Specifications.

4. District Representative

The District Representative is Lisa August, Associate Superintendent of Business Services.

5. **Architect/Design Professional In Charge**

Not Applicable.

6. **Compensation to Contractor**

- a. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of **Seventy-Four Thousand Two Hundred Twenty-Nine Dollars (\$74,229.00)**. The Contract Price is based upon the Contractor's Base Quote Proposal for the Work and the following Alternate Bid Items, if any. No Alternate Bid Items.
- b. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to the Contract General Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- c. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 15% of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

7. **Prevailing Wages**

This Project is a public works project subject to prevailing wage requirements, and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR") in accordance with Labor Code section 1770, *et seq.*

8. **Contract Time**

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work Fifty-Four (54) days after the commencement date of the Work set forth in the Notice to Proceed. Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

9. **Limitation on Damages**

In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; and/or (iii) loss of productivity.

10. Liquidated Damages

The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.

- a. **Delayed Substantial Completion**. If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of Five Hundred Dollars (\$500.00).
- b. **Surety Liability**. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

[Remainder of page intentionally left blank.]

11. Insurance

The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

- a. **Insurance Requirements for Contractor.** The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: \$1,000,000
	Aggregate: \$2,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage is required.

- b. **Insurance Requirements for Subcontractors.** The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: \$1,000,000
	Aggregate: \$2,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

12. Notices

Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Lisa August
Interim Superintendent
Santa Rosa High School District
110 Stony Point Road, Suite 210
Santa Rosa, CA 95401

If to the Contractor:

Mark Davis
P.O. Box 1270
Santa Rosa, CA 95402

13. Hours and Days of Work at the Site

13.1 Work Hours/Days. Work at the Site is limited to Mondays through Fridays, excluding District holidays. No Work at the Site is permitted except during such days and hours. Hours of Work at the Site shall be subject to limitations established by any applicable local jurisdiction, as the same may be amended from time-to-time. Subject to amendments promulgated by the applicable local jurisdiction, permitted hours of Work at the Site are between 7:00 a.m. and 7:00 p.m.

13.2 Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: none apply. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

14. Audit

The District and Contractor are subject to the examination and audit of the California State Auditor for a period of three (3) years after the final payment under this Contract, in compliance with Government Code section 8546.7.

15. Compliance with Law

Contractor shall comply with all applicable federal, state, local rules, regulations, and laws, and any and all District policies and procedures, including but not limited to those rules, regulations, laws, policies and procedures related to COVID-19, or any other pandemic or epidemic, in its performance of its obligations under this Contract.

16. Authority to Execute

The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

SANTA ROSA HIGH SCHOOL DISTRICT

WRIGHT CONTRACTING LLC.

Lisa August
Name

Contractor Name

Signature

Contractor License No.
and Expiration Date

Interim Superintendent
Title

Individual Signature

Date

Title

Date

For:

Corporation or Partnership

If Corporation, Seal Below.



BID PROPOSAL

Quote 13567

DATE: 5/21/2025

PROJECT: Santa Rosa High School Paving Improvements

OWNER: Santa Rosa City Schools
SRSC School District
110 Stony Point Rd. #210
Santa Rosa CA, 95401

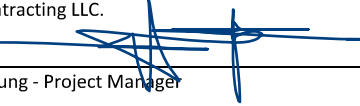
This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein.

DESCRIPTION OF WORK: Paving Improvements

Paving upgrades at Santa Rosa High per marked up drawing attached.

Reference:			
Paving Improvements			\$ 67,850
	Subtotal		\$ 67,850
	Fee	8.00%	5,428
	Bonds	0.70%	475
	Insurance	0.65%	476
			\$ 74,229

Wright Contracting LLC.

BY: 
Duncan Young - Project Manager

If Approved By:

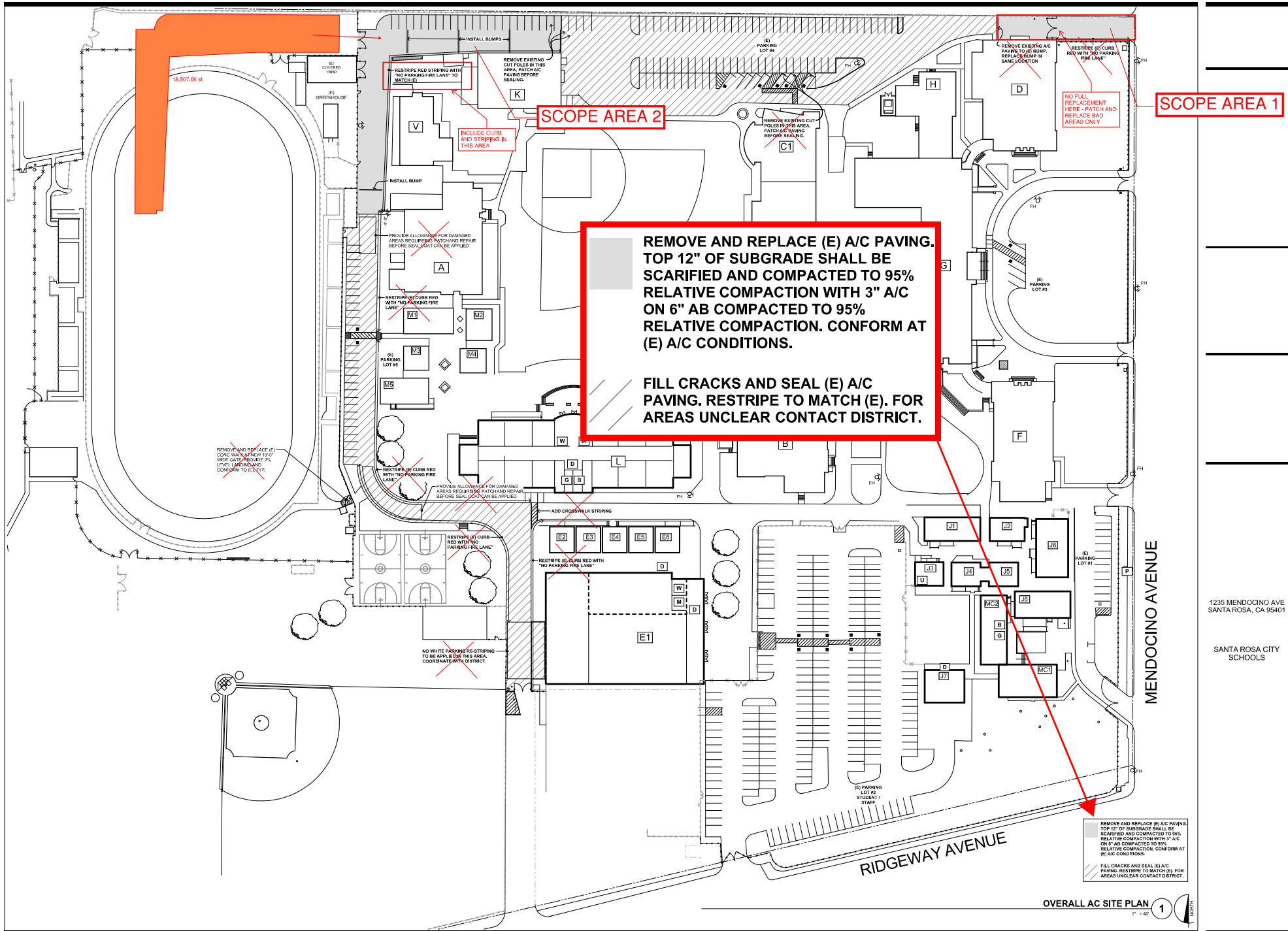
5/28/2025

OWNER REPRESENTATIVE

Accepted By:

BY: _____

DATE: _____



SCOPE AREA 2

SCOPE AREA 1

REMOVE AND REPLACE (E) A/C PAVING. TOP 12" OF SUBGRADE SHALL BE SCARIFIED AND COMPACTED TO 95% RELATIVE COMPACTION WITH 3" A/C ON 6" AB COMPACTED TO 95% RELATIVE COMPACTION. CONFORM AT (E) A/C CONDITIONS.

FILL CRACKS AND SEAL (E) A/C PAVING. RESTRIPE TO MATCH (E). FOR AREAS UNCLER CONTACT DISTRICT.

REMOVE AND REPLACE (E) A/C PAVING. TOP 12" OF SUBGRADE SHALL BE SCARIFIED AND COMPACTED TO 95% RELATIVE COMPACTION WITH 3" A/C ON 6" AB COMPACTED TO 95% RELATIVE COMPACTION. CONFORM AT (E) A/C CONDITIONS.

FILL CRACKS AND SEAL (E) A/C PAVING. RESTRIPE TO MATCH (E). FOR AREAS UNCLER CONTACT DISTRICT.

MENDOCINO AVENUE

RIDGEWAY AVENUE

18,907.06 sf

REMOVE AND REPLACE (C) CONC WALKWAY NEW 1500 WIDE GATE. PROVIDE 2% LEVEL LANDING. CONFORM TO (E) TYP.

PROVIDE ALLOWANCE FOR DAMAGED AREAS REQUIRING PATCH AND REPAIR BEFORE SEALANT CAN BE APPLIED.

RESTRIPE (E) CURB RED WITH "NO PARKING FIRE LANE"

RESTRIPE (E) CURB RED WITH "NO PARKING FIRE LANE"

PROVIDE ALLOWANCE FOR DAMAGED AREAS REQUIRING PATCH AND REPAIR BEFORE SEALANT CAN BE APPLIED.

RESTRIPE (E) CURB RED WITH "NO PARKING FIRE LANE"

NO WHITE PARKING RE-STRIPING TO BE APPLIED IN THIS AREA. COORDINATE WITH DISTRICT.

ADD CROSSWALK STRIPING

RESTRIPE (E) CURB RED WITH "NO PARKING FIRE LANE"

REMOVE EXISTING CUT POLES IN THIS AREA. PATCH AND PAVE BEFORE SEALING.

REMOVE EXISTING CUT POLES IN THIS AREA. PATCH AND PAVE BEFORE SEALING.

REMOVE EXISTING A/C PAVING TO RE-BUMP. REPLACE BUMP IN SAME LOCATION.

RESTRIPE (E) CURB RED WITH "NO PARKING FIRE LANE"

NO FULL REPLACEMENT HERE - PATCH AND REPLACE BAD AREAS ONLY

GENERAL CONDITIONS

- 1. Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
- 2. Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
- 3. Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
- 4. Changes.**

 - 4.1 Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in the Contract. Changes approved by the District shall be reduced to Change Order in the form established by the District.
 - 4.2 Change Orders.** If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing

the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including, without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education ("Board") approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

4.3 Contractor Notice of Changes. If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation.

In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article.

4.4 Substitutions. No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. For Projects with a contract duration of one hundred eighty (180) days or less, all requests for substitutions of any specified item shall be submitted not more than fourteen days after the date of the award of the Contract to Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code section 3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code section 3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

5. Safety; Security. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and all Board policies and procedures pertaining to safety at the Site, including but not limited to such laws, ordinances, rules, regulations, and policies and procedures relating to COVID-19 or any other pandemic or epidemic. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors. **All contractors, including all subcontractors, laborers and any individual performing work on any District project, are required to wear hard hats and safety vests at all times while on any District site or campus without exception.**

6. Labor.

6.1 Prevailing Wage Rates. The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code

section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.

6.2 Apprentices. Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.

6.3 DIR Registration.

6.3.1 Contractor and Subcontractor Compliance. Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Designated Subcontractors List submitted with the Contractor's proposal for the Work whose DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code section 1771.1(c)(3) and/or Labor Code section 1771.1(d).

6.3.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g). "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."

6.3.5 Subcontractor Penalties pursuant to Labor Code § 1771.1 (h)(1). “In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).”

6.4 Certified Payroll Records.

6.4.1 Compliance With Labor Code §§ 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor’s strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records (“CPR”); and (ii) the Contractor’s enforcement of CPR preparation and submittal for all Subcontractors of every tier.

6.4.2 Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code section 1776 is an express condition precedent to the District’s obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code sections 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District’s obligations under the Contract Documents unless the Contractor’s demonstrates strict compliance with CPR preparation and submittal requirements.

6.5 Limits on Hours/Days of Work. The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law, in accordance with Labor Code section 1813.

6.6 Competency and Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

6.7 Superintendent. The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor’s Representative for the Work; directions, instructions or other communications to or with the Contractor’s Superintendent shall be deemed directions, instructions or communications to or with the Contractor.

- 7. Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 8. Project Certification.** If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.
- 9. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.
- 10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially

modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.

11. Indemnification. Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Education and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including, without limitation, attorneys fees and costs, which arise out of or are related in any manner to this Contract or the Work. The Contractor's obligations hereunder include, without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.

12. Delays and Time Extensions.

12.1 Excusable Delays. If completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by District. Excusable Delays shall not result in any increase in the Contract Price. "Excusable Delays" refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.

12.2 The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District, priority of a governmental agency for materials or

equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

- 12.3** A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- 12.4** No damages or compensation of any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- 12.5** The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of District of the right to collect liquidated damages for other delays or of any other rights to which District is entitled.

13. District Right to Terminate. The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment

of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Work.

- 14. Warranty.** The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.
- 15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.
- 16. Miscellaneous.**

 - 16.1 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.
 - 16.2 Disputes.**

 - 16.2.1 Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.
 - 16.2.2 Public Contract Code § 9204 Claims Resolution Procedures.** Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth

in Public Contract Code section 9204 (“Section 9204”) provided, however, that the Contractor’s initiation of Section 9204 procedures is expressly subject to the Contractor’s prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

16.2.2.1 Claim Defined. The term “Claim” shall be as defined in Section 9204.

16.2.2.2 Claim Documentation. The Contractor shall furnish reasonable documentation to support each Claim. “Reasonable documentation” includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

16.2.2.3 District Claim Review Statement. Within forty-five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim (“Claim Review Statement”). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty-five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor’s responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim (“Undisputed Claim”) and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

16.2.3 Meet and Confer.

16.2.3.1 Meet and Confer Demand. If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The Contractor’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after

the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor's Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

16.2.3.2 Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim ("Meet and Confer Statement"). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

16.2.4 Non-Binding Mediation.

16.2.4.1 Contractor Initiation. The Contractor may request nonbinding mediation ("Mediation") of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor's Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to demand Mediation procedures under Section 9204.

16.2.4.2 Mediator Selection. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor's demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

16.2.4.3 Mediation Procedures. Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

16.2.4.4 Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

16.2.4.5 Post-Mediation Disputed Claims. Any Claims issues in dispute after

Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

16.2.4.6 Waiver. The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.

16.2.5 Payments of Undisputed Claims. If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.

16.2.6 Subcontractor Claims.

16.2.6.1 Subcontractor Claim Submittal. If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.

16.2.6.2 Contractor Certification of Subcontractor Claim. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code § 12650 *et seq.*). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

16.2.6.3 District Review of Subcontractor Claim. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer

and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.2.6.4 Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

16.2.7 Contractor Compliance with Government Code. Pursuant to Government Code Section 930.6, any and all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District for money or damages, including, without limitation, a demand for arbitration, shall be deemed a "suit for money or damages" and shall be subject to the provisions of Government Code Sections 945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in this Article herein, all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District seeking money or damages in any sum shall first be presented to the District's Board of Education and acted upon or deemed rejected as a condition precedent to suit including, without limitation, demand for arbitration, in accordance with California Government Code section 900 *et seq.*

16.3 Waiver of Consequential Special Damages. Notwithstanding any right conferred by law or arising by operation of law, by executing the Contract, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District's breach or default of its obligations under the Contract Documents.

16.4 Notices. Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

16.5 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material

shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.

16.6 Successors. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

16.7 Permits; Approvals. Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

16.8 Non-Discrimination. The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

16.9 Days. Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.

16.10 Severability. If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.

16.11 Entire Agreement. This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

[END OF GENERAL CONDITIONS]



PROPOSED CHANGE ORDER

PROJECT: Montgomery High School

PCO #: 29

DATE: 5/21/2025

WCI PROJECT #: 2401

ARCHITECT: TLCD
Carl Servais
520 Third St.
Santa Rosa CA, 95401

OWNER: Santa Rosa City Schools
SRSC School District
1850 Vallejo St.
Santa Rosa CA, 95404

Attached is an itemized quotation for changes in the Contract sum and/or time on subject Project as described herein. This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein. Due to schedule impact, this work may be performed prior to approval of the formal Change Order. The Owner agrees that Wright Contracting will be reimbursed monthly for the cost of this work as completed, whether or not the Change Order has been fully executed.

DESCRIPTION OF THE PROPOSED CHANGE: Summer Portable Refresh

PCO#29 includes the following: Interior Refresh work at existing Portables 81-86 and 61-70. Scope includes demo of exiting carpet and ceiling tiles. All portables to have new carpet, ceiling tiles, paint and (1) upper and (1) lower cabinet. All Bard units to receive a service (Any major Bard unit problems will be priced and quoted seperately). See attached for back up. Please note that Portable 64 scope includes only interior paint, bard servicing, and install of existiong casework.

Reference:			
Simpson		\$	7,581
Stockham		\$	55,372
Russell Hinton		\$	55,794
DSB		\$	121,375
Casework (5k ALLOW for 6 Classrooms + 1 Day Labor for Room 64)		\$	31,000
Demo (Dumpster and Partition walls)		\$	10,000
	Subtotal	\$	281,122
	Fee	5.25%	14,759
	Insurance	0.65%	1,923

Net Amount of This Proposed Change **\$ 297,804**

(ADD) (DEDUCT) (NO CHANGE) (TO BE EVALUATED AT A LATER DATE)

Net Change in Working Days Due to This Proposed Change **0 DAYS**

(ADD) (DEDUCT) (NO CHANGE) (TO BE EVALUATED AT A LATER DATE)

Wright Contracting LLC.

If Approved By:

BY: 
Duncan Young - Project Manager

5/28/2025

OWNER REPRESENTATIVE

Accepted By:

BY: _____

DATE: _____

SIMPSON
— SHEET METAL —
HEATING & AIR CONDITIONING
EST. 1981

Change Order Request #: 012

To: Wright Contracting From: Rich Whitestine
Attn: Duncan Young Pages: 1
Sent Via: Email Date: 4/24/2025
Re: Montgomery HS CC:

Urgent For Approval Please Comment Please reply

Duncan,

Below you will find Simpson Sheet Metal's scope and pricing for our change order #012, which covers the cost to service 16 units as shown in the "HVAC" on the "Montgomery Summer '25 Portable Remodel Scope of Work".

Scope:

- * Provide service for the Bard units on buildings 61 through 70 and 81 through 86, which includes the following:
 - * Replace filters
 - * Replace belts
 - * Clean coils
 - * Check condensate lines
 - * Verify heating and cooling modes
 - * Verify the controls work properly and overall functionality of the units
 - * Record issues with the units (If any) for possible repairs
 - * Price the repairs needed to get the units working properly

Pricing:

TOTAL: \$7,581.00

Excludes and Assumptions: Anything not mentioned above or on the original contract exclusions. **Repairs of units with issues is not included in this pricing.**

Thank you for your valued business.



Rich Whitestine - Sr Project Manager
Simpson Sheet Metal

Service Bard Unit in Portable Classrooms

Job Name: Montgomery HS

Job #: 24175CP

GC Job #: 1020.007.04

Field Labor

<u>Positon</u>	<u>Reg hrs</u>	<u>OT hrs</u>	<u>DT hrs</u>	<u>Reg rate</u>	<u>OT rate</u>	<u>DT rate</u>	<u>Totals</u>
Superintendent	0	0	0	\$ 189.72	\$ 256.12	\$ 322.52	\$ -
Foreman	0	0	0	\$ 182.67	\$ 246.60	\$ 310.54	\$ -
Journeyman	0	0	0	\$ 178.54	\$ 241.03	\$ 303.52	\$ -
Apprentice	0	0	0	\$ 135.71	\$ 183.21	\$ 230.71	\$ -
Piping, Controls & Start up	32	0	0	\$ 182.67	\$ 246.60	\$ 310.54	\$ 5,845.44
Shop	0	0	0	\$ 165.64	\$ 223.62	\$ 281.59	\$ -
Warehouse	2	0	0	\$ 107.14	\$ 144.64	\$ 182.14	\$ 214.29
Total hours	34	0	0				Total Field Labor: \$ 6,059.73

Office Labor

<u>Postion</u>	<u>Reg hrs</u>	<u>Reg rate</u>	<u>Totals</u>
Asst PM	0.5	\$ 92.00	\$ 46.00
Purchasing	1	\$ 92.00	\$ 92.00
Project Manager	1	\$ 165.00	\$ 165.00
Detailing	0	\$ 180.61	\$ -
Total Hours	2.5		Total Field Labor \$: \$ 303.00

Materials and Equipment

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
TBD	Filters, belts, coil cleaner	\$ 1,059.15
	Subtotal Mat & Equip	\$ 1,059.15
	15% on Mat & equip	\$ 158.87
	Total Mat & Equip \$	\$ 1,218.02

Subcontractors

<u>Subcontractor</u>	<u>Description of work</u>	<u>Price</u>
	Subtotal Subcontractors	\$ -
	15% on Subcontractors	\$ -
	Total Subcontractors	\$ -
	Total Change order:	\$ 7,581



475 PORTAL STREET, SUITE F / COTATI, CA 94931
CSLB 633772 DIR 1000006109

Date: 4/21/2025
Proposal To: Wright Contracting
Attention: Loius Rampone / Duncan Young

Project: Montgomery HS Portables

Plan Date: N/A

GRAND TOTAL: \$ 45,912.00

Acoustic Ceiling Panels - Section 095113

+ 9,460 DEMO

~~\$ 55,372~~
TOTAL

Clarifications:

- 1 This Bid is valid for **30 days** from the date on the proposal.
- 2 Portables 81-86, 61-63, 65-70: Supply & install Armstrong 769 tile into existing grid. Portable 63 add 1 piece of trim @ tack wall. See below for alternate add for Demo.
- 3 Supply & Install Slack wires for light fixtures, tied off by others.

Exclusions:

- 1 Costs for P&P Bonds
- 2 Overtime\Shiftwork
- 3 Shop Drawings, Permit, Inspection, and Testing
- 4 Design, Engineering and any Professional Liability Insurance
- 5 BIM Modeling or coordination to a model
- 6 Any materials, labor, design and/or testing associated with Mockup Construction

- 7 Accelerated schedule costs. Damage/delays due to weather
- 8 Installing ceiling tile over carpet or any furniture
- 9 Return trips to close ceilings opened by other trades
- 10 Insulation
- 11 All wires and/or attachments for all other trades
- 12 Tying of provided fixture wires
- 13 Demo of any existing ceilings
- 14 Supply or install of any Mecho-Shade framing, support, cans, trim or closures U.O.N.

Add / Alt:

- 1 Remove existing tile & dispose of in GC Dumpster.

Add

\$ 9,460.00

Please feel free to contact me with any questions or requests. We appreciate being given the opportunity to continue to work with you on this project.

Respectfully,

STOCKHAM CONSTRUCTION

Roy Edwards

Roy Edwards, Estimator/Project Manager

mobile: 707-495-9808

email: roy@stockhamconstruction.com



April 21, 2025

Louis Rampone
Wright Contracting
3020 Dutton Ave.
Santa Rosa, CA. 95407

RE: Montgomery High School New Building COR 31

Dear Louis,

COR 31	Prep, prime and paint all interior walls, one (1) door/frame, two (2) 2x2 ceiling diffusers, at sixteen (16) portable classrooms, 61-70 & 81-86. Additional time has been added for larger holes and for securing minor loose wallcovering at existing Tack Wall. Pricing based on a one (1) color system. Pricing based on work being performed concurrently with base scope. All work to be done on regular time.	\$ 55,794.00
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Time Definitions: Regular time is defined as between 7:00 AM and 3:30 PM, Monday, Tuesday, Wednesday, Thursday and Friday. Overtime is defined as any time between 3:30 PM and 6:00 AM, Monday, Tuesday, Wednesday, Thursday, Friday and all day Saturday. Any work on Sunday is excluded from this proposal.

Request Clarifications: All material is guaranteed to be as specified. All work to be complete in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge.

Thank you for the opportunity to submit this request and please let me know if you have any questions.

Sincerely,

Matthew Egan

Matt Egan

CL #137634

DIR #1000045155



D.S. Baxley, Inc.
 (North Bay Branch)
 800 Lindberg Ln. #190
 Petaluma, CA 94952
 P: 707.766.9286
 E: Kasey@DSB-Plus.com
 License #858554
 DIR #1000008534

PROPOSAL

Date	Proposal #
5/16/2025	2585

Customer Wright Contracting Louis Rampone 3020 Dutton Ave Santa Rosa, CA 95407	Project Montgomery High School Portable Remodels Summer '25
Furnish & Install Floor Covering Finishes	Total Price
Supply and install new J&J carpet tile, style Intrinsic 7096, color 2722 Innate throughout portables 61-63, 65-70, 81, 83 & 85	\$59,790.00
Supply and install new Armstrong Standard Excelon VCT throughout portables 82, 84 & 86. Price includes new underlayment throughout each portable receiving VCT.	\$25,705.00
Supply and install new Roppe 4" coved rubber base, color 100 Black in 120' coils throughout each portable. Rooms 81-86, 61-63 & 65-70. All finishes to match summer of '24 remodels. Demo and disposal of existing flooring and base to be done by others.	\$8,750.00
ADD ALT 1. Demo and dispose of existing flooring and base throughout each portable. Add \$27,130 to Total Price below.	27,130.00
Total Price	
	+\$94,245.00

Ask Me About:

"Post Construction Maintenance"* "Extended installation & product warranties available up to the length of the customer's lease"

"Post-Installation CARPET & HARD SURFACE maintenance per MFR's instructions to maintain product warranties"

Exclusions:

1. Major floor prep or leveling.
2. Removal and disposal of existing finishes and old adhesives.
3. Final clean, wax, buffing, seal, vacuum, concrete seal or protection.
4. Temporary heating or lighting.
5. Overtime and weekend labor.
6. Moving of furniture or equipment of any kind.
7. All liability due to alkali or moisture in subfloor. (See Note Below)

NOTE: Owners will be responsible for supplying proper slab moisture test results prior to our commencing installation. If proper slab moisture test results are not provided or ordered from us (see below) then we will require a signed Waiver of Liability form provided by D.S. Baxley, Inc.

D.S. Baxley, Inc. in keeping with our commitment to state of the art flooring technology, will be offering the latest slab moisture testing system from Wagner Systems. The charge for placing these moisture tests, which are permanent and not subject to atmospheric conditions, is a minimum of \$150 or \$0.10 per square foot, whichever is greater. **Concrete Moisture Remediation (if necessary) can cost up to \$7 per square foot.**

NOTE: All Material Deposits or CBD amounts required will be billed and payment received prior to paying Material Vendors, Material Price Increases will be added to contract amount.

PROPOSAL ACCEPTANCE:

This proposal, unless otherwise noted, will remain in effect for 60 days from the above date. Upon acceptance by the Buyer, this instrument shall constitute a binding contract. In the event the Buyer elects to issue his/her own purchase order or contract based upon this proposal, the conditions contained herein shall be deemed to be incorporated in said purchase order or contract. **Upon acceptance of this contract, the Buyer agrees to NET 30 DAYS.**

The undersigned hereby accepts this proposal and states that he/she has read and understands the terms of this contract.

Date: _____

Accepted By: _____

Kasey Nyholm

TOTAL PRICE:
\$121,375.00

Montgomery High School Portable Summer Remodel '25

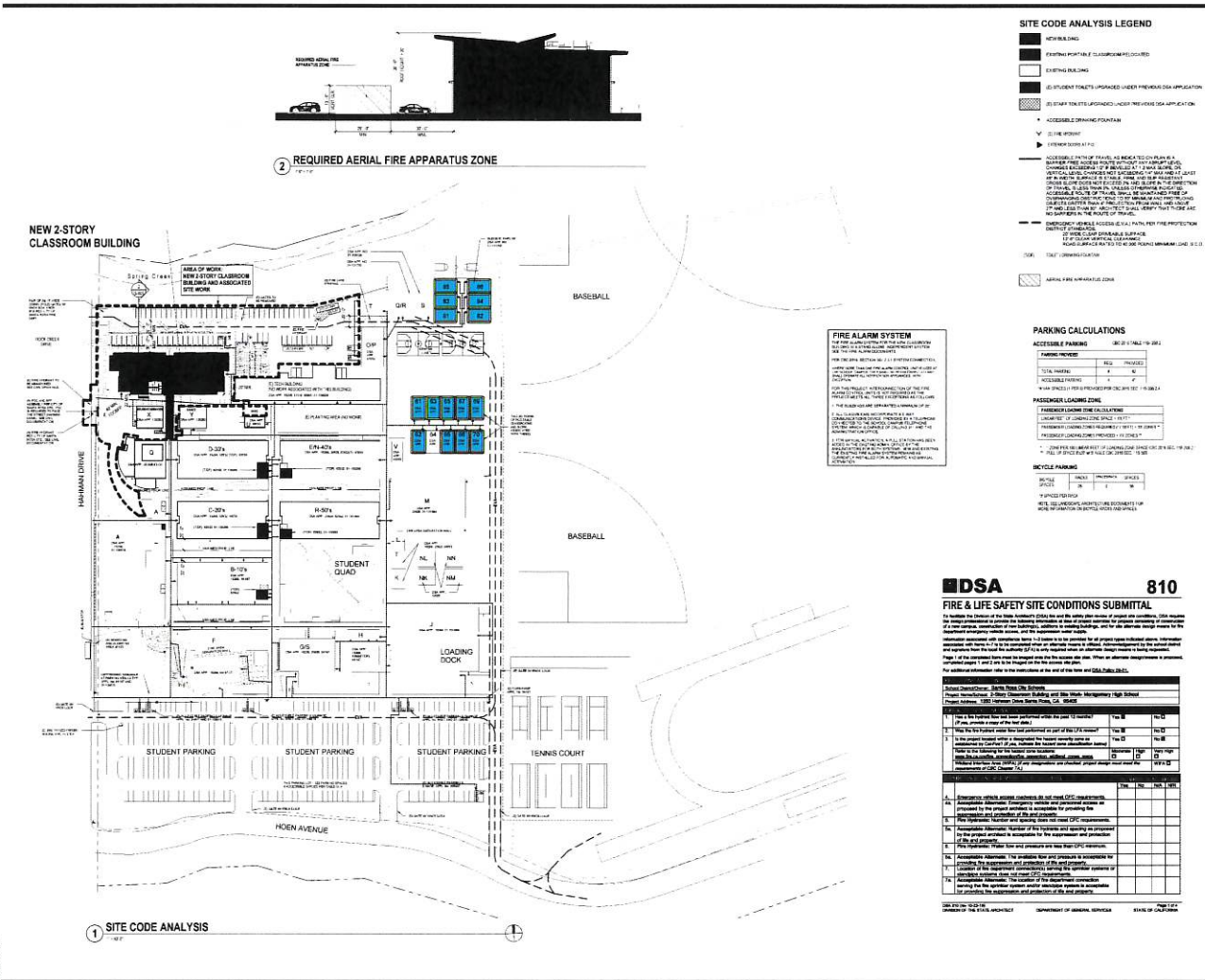
24 April 2025 : Montgomery High School Portable Summer Remodel '25
1250 Hahman Drive, Santa Rosa, CA 95495

Summary Report

One Vendor for All Your Flooring Needs

CARPET TILE - J&J FLOORING/ INTRINSIC 7096/ 2722 INNATE
RUBBER BASE - ROPPE/ 4" COVE/ 100 BLACK

Scale 1:3780 (original drawing scale 1:729)



TCDA ARCHITECTURE
525 Third St. #200
Santa Rosa, CA 95401
t: (707) 535-5600
f: (707) 535-5888
tcda.com

810
DSA
FIRE & LIFE SAFETY SITE CONDITIONS SUBMITTAL

MONTGOMERY HIGH SCHOOL CLASSROOM BUILDING 1250 HAHMAN DR, SANTA ROSA, CA 95405

SITE CODE ANALYSIS

G-003

Montgomery HS – Summer '25 Portable Remodel Scopes of Work:

Project Description: Remodel of portables 81-86 and 61-70. All portables 24'x40'.

Demolition:

- Rooms 81-86, 61-63, 65-70: Demolition and removal of existing carpet, floor base, and ceiling tiles. Remove and salvage existing projectors.
- Room 81: Demolition and removal of existing TV and Wall Mount Bracket
- Room 85: Demolition and removal of (2) existing 4'x4' cabinets.
- Room 62: Demolition of existing interior 10x10 partition, including interior doors and interior window. (see photos)

Acoustical Ceilings:

- Rooms 81-86, 61-63, 65-70: Install ceiling tiles in existing grid.
- Room 63: Portable wall divider trim missing. Install tackwall trim that is a close match.

Paint:

- Rooms 81-86, 61-70: Prep and paint walls and interior side of entry door. Include prep time for larger holes in the tackwall. Paint ceiling diffusers (2) 2'x2' per classroom.

HVAC:

- Rooms 81-86, 61-70: Check Bard Units for proper operation.

Flooring:

- Rooms 81-86, 61-63, 65-70: Install new carpet tiles and 4" rubber base.

Cabinetry:

- Rooms 81,82,84, 85, 70, 68: Fabricate and install (1) high (7' tall, 4'wide x 2' deep) and (1) low cabinet w/ countertop (12' wide x 2' deep) (see photos)
- Room 64: Labor to install existing high cabinet that is not mounted to wall.

Montgomery HS – Summer '25 Portable Remodel Scopes of Work:

Project Description: Remodel of portables 81-86 and 61-70. All portables 24'x40'.

Demolition:

- Rooms 81-86, 61-63, 65-70: Demolition and removal of existing carpet, floor base, and ceiling tiles. Remove and salvage existing projectors.
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- Rooms 81-86, 61-63, 65-70: Install ceiling tiles in existing grid.
- Room 63: Portable wall divider trim missing. Install tackwall trim that is a close match.

Paint:

- Rooms 81-86, 61-70: Prep and paint walls and interior side of entry door. Include prep time for larger holes in the tackwall. Paint ceiling diffusers (2) 2'x2' per classroom.

HVAC:

- **Rooms 81-86, 61-70: Check Bard Units for proper operation.**

Flooring:

- Rooms 81-86, 61-63, 65-70: Install new carpet tiles and 4" rubber base.

Cabinetry:

- Rooms 81,82,84, 85, 70, 68: Fabricate and install (1) high (7' tall, 4'wide x 2' deep) and (1) low cabinet w/ countertop (12' wide x 2' deep) (see photos)
- Room 64: Labor to install existing high cabinet that is not mounted to wall.



