

Contract Number:

1



Insured: Santa Rosa High (Cathy Gotfrid)
Property: 1235 Mendocino Ave.
Santa Rosa, CA 95401

Home: (707) 975-0248
E-mail: cgotfrid@srcs.k12.ca.us

Estimator: DJ Meyer
Company: Bridges Construction
Business: 5846 Live Oak Dr
Kelseyville, CA 95451

Cellular: (707) 530-3003
E-mail: dj@bridgesconstruction.com

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 6/24/2025 3:54 PM

Price List: CASO8X_JUN25
Restoration/Service/Remodel
Estimate: SANTA_ROSA_HIGH_212

Scope of Work: This scope of work is for **Estimating Only**. This is not a contract nor is it to be used as a contract document. Once An approved amount has been established, A contract will be produced outlining the work to be performed for the dollar amount agreed upon. This Document is only used as a tool for our estimators to document their notes and to reach an appropriate dollar amount for the work requested as a whole. This Document will not be used for any change orders or credits after the contract has been signed.

A new Xactimate scope will be used to re estimate any requested or required change orders

Xactimate: This **estimate** was written using Xactimate, an industry standard, independent third-party pricing database which has a history of reliability for the type of repairs outlined below. This **estimate** reflects current pricing that is competitive within the construction industry. Any additional supplements or change orders will also reflect similarly competitive pricing plus the addition of reasonable Overhead and Profit.

Supplements/Change Orders: Changes after work has begun can be costly and time consuming. Any supplements and/or change orders to this **estimate** will alter the costs and will likely delay the completion of this project. Bridges Construction cannot be held responsible in any way for unforeseen delays that would be caused by changes in the scope.

Job-Site Notes: If there are contents being stored on site that need to be moved during repairs, great care will be taken to move/protect those as needed. Bridges Construction always recommends however, that breakable and/or valuable contents be removed before any repairs begin. If the decision is made to leave these in place during construction, we cannot be held responsible for damage that may occur.

Caution will be exercised in all phases of construction, however if a material is unintentionally damaged, and was intended for re-installation, a supplemental **estimate** may be supplied to the appropriate financial party for approval to have Bridges Construction complete the additional repair needs.

Materials/Finishes: The replacement materials used during repairs will be similar matching grains, quality, and texture, but may not be exact. Paint applied to original materials with potential flaws (dents, paint runs, etc.), will not be corrected and may be visible after repairs are completed. In the event that the customer is unhappy with the new match or paint job, Bridges Construction reserves the right to provide a supplement to the appropriate responsible party.

Permits, Plans, Code Upgrades: As normally noted within the **estimate**, all permits, fees, planning charges, and code upgrades are not included unless otherwise noted. These items will be supplemented to the financially responsible party once they are incurred. Reasonable Overhead and Profit will be added.

Project Management: Once your contract has been completed and your deposit has been paid, a Project Manager will be assigned to take care of your specific needs regarding this scope of work. You will find that your Project Manager along with our office staff will help guide you through all selections, scheduling, and product budgets to additionally assure your satisfaction.

We at Bridges Construction appreciate your business. We strive for excellence and integrity in all phases of our work, including estimates that are fair, concise and accurate. If you have any questions or concerns, please let us know.

Thank you for choosing Bridges Construction. We look forward to working with you on this project and future ones!

Please find our enclosed bid for the repairs needed due to your needed work. Our total **estimate** for the repairs is \$4,756.82

***Please note. Price only valid for 30 Days from initial date estimate is provided**

Date Printed: 6/24/2025

Respectfully,

DJ Meyer

Project Estimator

Bridges Construction

Business Fax: 888-447-8641

Office: 707-263-4000

Cell: 707-530-3003

Dj@BridgesConstruction.com

Office@BridgesConstruction.com

(PLEASE INCLUDE BOTH EMAILS IN ALL CORRESPONDENCES)



SANTA_ROSA_HIGH_212
Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
*****General*****			
1. Commercial Supervision / Project Management - per hour	2.30 HR @	105.88 =	243.52

CONTINUED - Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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Due to the General Nature and complexity of Construction projects carried out by a licensed Contractor Vs simple fixes or punch lists carried out by a “Handyman”, Dedicated and assigned supervisors are essential to the success of a construction project. The distinction and the need for supervisors is a standard in the general contractor world. In a handyman scenario, The property owner or paying party is essentially acting as the “General”

A general contractor is involved in a project once there is the need for multiple trades. Otherwise, the task is delegated to a single trade subcontractor or handyman. Anytime there are multiple trades and the need for permitted work involved, a licensed professional must be the one to perform the repairs. With Multiple trades, that generally eliminates sub contractors and with permits then generally eliminates handymen, leaving only general contractors suitable to carry out the responsibilities of the repairs.

Due to the size, complexity and the number of trades involved in the vast majority of projects executed by a general contractor, a superintendent/project manager is required to ensure that the trades are being executed in accord with a workmanship manner and in the optimal order.

The law requires that a contractor (or subcontractor) provide adequate supervision for their construction project. Construction contracts generally imply a duty to provide sufficient supervisory personnel on the project. Moreover, Contractors have a duty to perform work in a good and workmanlike manner, in all jurisdictions, the contractor has an implied covenant that the work performed will be fit and proper for its intended use. The implied covenant encompasses the quality of both the work and materials. In direct result of the obligation to both manage the project and ensure the work is conducted in a good and workmanlike manner.

O&P = Overhead & Profit

Profit:

Profit is not meant to be in any way tied to actual work performed. Profit is how companies stay afloat. This is reserved for growth and reserves in

hard times.

Overhead

Taken from "investopedia.com"

Overhead includes all ongoing business expenses not including or related to direct labor or direct materials used in creating a product or service. A

company must pay overhead on an ongoing basis, regardless of how much or how little the company is selling

The estimator as the person doing the estimating is overhead. Our office staff sitting at the desks are overhead. Our fleet of vehicles are overhead. The rent of our building is overhead, our licensing and insurance is overhead.



CONTINUED - Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Supervisor hours are put in very conservatively in our estimates. Supervisors are feet on the ground performing direct labor on each job site.			
2. Prevailing Wage	20.70 HR @	62.45 =	1,292.72
3. Haul debris - per pickup truck load - including dump fees	0.50 EA @	260.04 =	130.02
Contemplates cost to responsibly recycle non-salvageable and waste building materials.			
*****General Cleaning*****			
4. Cleaning - Labor Minimum	1.00 EA @	200.00 =	200.00
*****Fees / As Incurred Items*****			
5. Taxes, insurance, permits & fees (Bid Item)	1.00 EA @		AS INCURRED
Temporary Services			
6. Temporary toilet - Minimum rental charge	1.00 EA @	248.00 =	248.00
OSHA requires contractors to provide portable toilets for jobsite workers under per <u>Standard 1926.51</u> , which says employers must furnish: ... One toilet seat and one urinal per 40 workers when an employer has 20 employees or more. One toilet seat and one urinal per 50 workers when an employer has 200 employees or more.			

Room 212

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
*****Demo / Prep*****			
7. Content Manipulation charge - per hour	6.00 HR @	76.14 =	456.84
2 men 1.5 hour each to remove contents off of wall and 1.5hours eachto put back after job is completed			
8. Floor protection - cardboard and tape	360.00 SF @	0.76 =	273.60
*****Drywall*****			
9. Material Only 5/8" drywall - Material	32.00 SF @	0.78 =	24.96
10. 5/8" drywall - hung, taped, ready for texture	16.00 SF @	3.10 =	49.60
11. Tape joint for new to existing drywall - per LF	16.00 LF @	12.28 =	196.48
12. Texture drywall - smooth / skim coat	32.00 SF @	2.01 =	64.32
13. Texture drywall - heavy hand texture	64.00 SF @	1.79 =	114.56
*****Painting*****			
14. Mask and prep for paint - plastic, paper, tape (per LF)	48.00 LF @	1.93 =	92.64
15. Seal/prime (1 coat) then paint (1 coat) the surface area	64.00 SF @	1.39 =	88.96
Seal and paint new drywall			
16. Paint the surface area - one coat	288.00 SF @	1.00 =	288.00
Paint one coat on affected wall only			

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
17. Drywall labor minimum	1.00 EA @	173.34 =	173.34

Grand Total Areas:

864.00 SF Walls	720.00 SF Ceiling	1,584.00 SF Walls and Ceiling
720.00 SF Floor	80.00 SY Flooring	108.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	108.00 LF Ceil. Perimeter
720.00 Floor Area	756.44 Total Area	864.00 Interior Wall Area
996.00 Exterior Wall Area	110.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

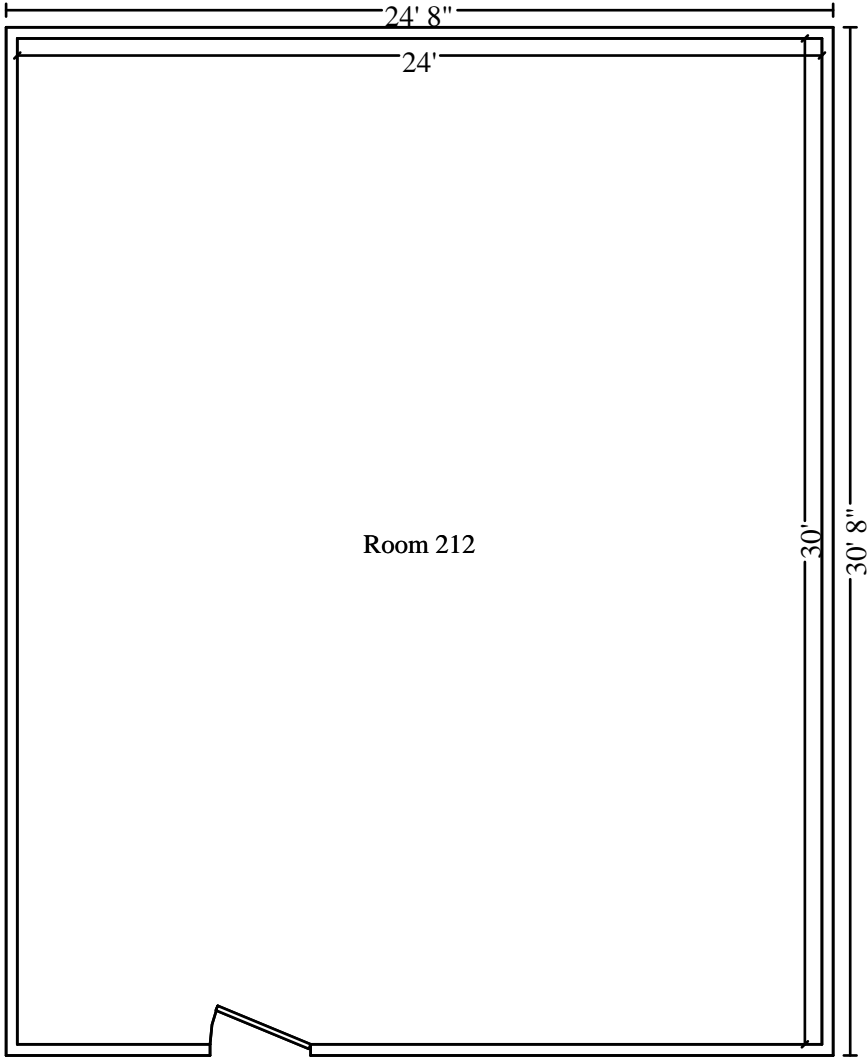
Summary for Dwelling

Line Item Total	3,937.56
Material Sales Tax	26.44
	<hr/>
Subtotal	3,964.00
Overhead	396.41
Profit	396.41
	<hr/>
Replacement Cost Value	\$4,756.82
Net Claim	\$4,756.82
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DJ Meyer

Recap by Category

O&P Items	Total	%
CLEANING	200.00	4.20%
CONTENT MANIPULATION	456.84	9.60%
GENERAL DEMOLITION	403.62	8.49%
DRYWALL	623.26	13.10%
LABOR ONLY	1,536.24	32.30%
PAINTING	469.60	9.87%
TEMPORARY REPAIRS	248.00	5.21%
O&P Items Subtotal	3,937.56	82.78%
Material Sales Tax	26.44	0.56%
Overhead	396.41	8.33%
Profit	396.41	8.33%
Total	4,756.82	100.00%



Contract Number:

2

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

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

1. Project Description.

Provide architectural services to update the Facilities Master Plan (FMP) for the District to reflect the changes in school campus configurations and uses that the district has enacted in the past few months. This project will entail updating the previous version of the FMP completed in December of 2023.

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

Basic Services Phases

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

Design Consultants Included in Basic Services

- Structural
- Civil
- On-Site
- Off-Site
- Mechanical
- Plumbing
- Electrical

- Telecommunications/Data
- Landscaping
- Other:

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

4. Project Construction Budget. _____ Dollars (\$_____)

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

6. Architect Compensation:

A. Contract Price. \$185,000 Lump Sum Not to Exceed.

B. Payment Method:

- Allocation of Contract Price to Phases of Basic Services.**

Schematic Design	___ %
Design Development	___ %
Construction Documents	___ %
Bidding	___ %
Construction	___ %
Post-Construction	___ %

or

- Hourly, not to exceed the Contract Price Above.**

[insert hourly rates or reference architect proposal]

C. Additional Services Rate Schedule:

Architect Personnel

[insert hourly rates or reference architect proposal]

Design Consultants Personnel

[insert hourly rates or reference architect proposal]

6. Basic Services Submittal Schedule:

Phase	Estimated Completion Date
Review Demographics and update Capacity Analysis	August 2025
Community Meetings	September - Nov. 2025
Complete Updated documents	December 2025
Cost Estimating and Board Study Session	January 2026
Final FMP to Board for Approval	February 2026

Dated: 7/31/2025

SANTA ROSA HIGH SCHOOL DISTRICT

By: _____

Name: Lisa August

Title: Interim Superintendent

ARCHITECT: QKA

By: _____

Name: _____

Title: _____



QUATTROCCHI KWOK
ARCHITECTS

June 25, 2025

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

RE: 2025 Master Plan Update
Project No.: 2431.00

Dear Erik,

Thank you for selecting QKA to provide architectural services to update the Facilities Master Plan (FMP) for the District to reflect the changes in school campus configurations and uses that the district has enacted in the past few months. This project will entail updating the previous version of the FMP completed in December of 2023. We propose the scope of work, compensation and schedule as follows:

Scope of Work:

The level of update required varies based on the level of change that has happened at each campus. In preliminary conversations with you and the SRCS Facilities Team we have identified the following three scopes of work, one of which will apply to each campus:

Level 1: Remove Campus

For the school campuses that the District has closed or move the educational programs to other sites, QKA will remove these campuses from the FMP document in this update.

- Meetings: No meetings are required for these campuses
- School Sites:
 - Lewis Campus
 - Doyle Park School (Current site of SRFACS)
 - Brook Hill ES
 - Steele Lane ES
 - Herbert Slater MS
 - Hillard Comstock MS

Level 2: Minor Update

For the school campuses that have not changed program configurations but may have changes to projected enrollment or other factors, QKA will update the section to reflect these changes with input from the school community:

- Meetings: One meeting with the School Site Principal, or a Site Committee depending on the appropriate level of engagement, to review the updated information and a draft of the updated FMP.
- School Sites:
 - Lehman, Lincoln, Monroe, Proctor Terrace, Hidden Valley, Luther Burbank Elementary Schools
 - Maria Carillo HS
 - Rincon Valley MS
 - Cesar Chavez Language Academy
 - Ridgway HS
 - Albert Biella ES will also be updated to match the design of the project currently underway to convert it for use by the Early Childhood Education programs
 - Elsie Allen HS (this campus may require a Major Update if a new educational program is identified.)

Level 3: Major Update

For the school sites where the educational program has changed significantly the FMP will require a significant update and community engagement similar to the 2023 FMP Update. QKA will work with the District and School Site Principal to engage the staff, students, parents and community members in a planning process to identify facilities needs, develop and review options and prioritize potential projects.

- Meetings:
 - Initial Planning meeting with Site Principal
 - 2 Site Committee meetings with a stakeholder group representing staff, students, parents and community groups
 - 1 Community Forum to provide updated information to the community about the planned improvements to school facilities.
 - Digital survey of stakeholders on facilities needs and prioritization
- School Sites:
 - Montgomery HS
 - Piner HS
 - Santa Rosa HS
 - SR French American Charter School (at former Santa Rosa MS campus)

In addition to the above-described scope for each school site QKA will facilitate bi-weekly Executive Committee meetings to coordinate efforts and make strategic decisions. We will also plan for 3 Board Meeting presentations to provide an initial presentation on the proposed process, conduct a Study Session to review and discuss the draft FMP Update and a final presentation for Board approval of the updated FMP. QKA will provide a complete updated Master Plan document

incorporating all feedback and provide updated cost estimating for the FMP to identify a proposed budget for each project identified.

The SRCS team will provide updated demographic analysis providing projected enrollment data for each school site reflecting the current and planned program configurations and changes in housing development, birthrates and other factors since the previous report completed in 2023.

Compensation:

QKA proposes a Time and Material (T&M) fee for this work of \$185,000. This includes all engineering consultants described above and all reimbursable expenses per the terms of our Master Agreement. The fee will be billed monthly.

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

Schedule:

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

Phase	Estimated Completion Date
Review Demographics and update Capacity Analysis	August 2025
Community Meetings	September - Nov. 2025
Complete Updated documents	December 2025
Cost Estimating and Board Study Session	January 2026
Final FMP to Board for Approval	February 2026

Exclusions:

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

- Facility Assessments: QKA is not planning to complete-site assessment of current conditions of the buildings. We will work with District staff to update the assessments based on the work that has been completed as well as changed conditions at the campuses since the completion of the 2023 Facilities Master Plan.
- Demographic Studies: It is our understanding that the District is going to provide an updated demographic study for QKA to use in the updating of the Master Plan.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Chapin', with a period at the end.

Kevin Chapin Architect/LEED AP
Principal/Studio Leader

cc: Van Pelt Construction Services
encl.

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

Contract Number:

3

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 25, 2025, for reference purposes only, and is made by and between the Santa Rosa Elementary District (“District”) and Redwood Moving & Storage 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”). *Moving Services @ JMES. See attached proposal.*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on August 14, 2025. Consultant shall diligently perform as required and complete performance by August 31, 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 18,120.00. 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: Redwood Moving & Storage, Inc. 921A Piner Road, Santa Rosa, CA 95403
--	--

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: REDWOOD MOVING & STORAGE, INC.	SANTA ROSA ELEMENTARY DISTRICT
By: <u>Paul Fraser</u>	By: _____
Name: <u>Paul Fraser</u>	Name: <u>Lisa August</u>
Title: <u>CEO</u>	Title: <u>Interim Superintendent</u>
Date: <u>7/25/2025</u>	Date: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation Insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-Insure and to pay any compensation that may become due to his employees.

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

Date: 7/25/2025

Name of Consultant: Redwood Moving & Storage, inc.

Signature: Paul Fraser

Print Name: Paul Fraser

Title: CEO

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

CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

<p>By: <u> Paul Fraser </u></p> <p>Name: <u> Paul Fraser </u></p> <p>Title: <u> CEO </u></p> <p>Date: <u> 7/25/2025 </u></p>
--

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: <u>Paul Fraser</u></p> <p>Name: <u>Paul Fraser</u></p> <p>Title: <u>CEO</u></p> <p>Date: <u>7/25/2025</u></p>	
--	--

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 Santa Rosa Elementary & High School District when such service is in direct proximity to students of the District.

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

Executed at Santa Rosa, California on 7/25/2025

Consultant Signature: Paul Fraser

Date: 7/25/2025

Please Print Name: Paul Fraser

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



LOCALLY OWNED * 35 YEARS IN BUSINESS * QUALITY SERVICE

June 27, 2025

Santa Rosa City Schools

James Monroe Elementary School
2567 Marlow Road, Santa Rosa, CA. 95403
c/o Felicia Silveira

RE: estimate for move

Rooms to be serviced: 18 classrooms; on-site relocation
Classroom: approximately 50 PBO cartons, computers, furniture, etc.
Room numbers: TBD - ~7 classrooms internally, 11 classrooms from ABES & BHES placed in MPR.

This proposal includes the following services for the classrooms listed above:

- Moving - all labor and equipment necessary
- Set up - assistance to staff: fine tuning and unpacking

Moving services:

Moving labor: \$840.00/classroom for 18 classrooms \$15,120.00

Set up:

Moving/unpacking labor: 3 men \$ 2,000.00

Post move carton pick up:

Pick up fee: (cartons should be empty, flat and in one location) \$ WAIVED

Add-on services:

\$ 1,000.00

GRAND TOTAL

\$18,120.00

GENERAL NOTES/ADDENDUMS:

- Teachers and faculty are responsible for their own personal items. These items should be removed prior to our arrival.
-
- Carrier to provide labels, computer bags, and cartons
-
- Any requested labor on weekends or holidays are subject to overtime rates (additional \$35.00/man/hour).
-
- Computers and electronic equipment are to be disconnected and organized prior to our arrival.
-
- If wall decor is to go, it must be removed from wall.
-
- Movers cannot install or fix any furniture, electronics or writing surfaces to walls or structures.
-
- Change of order for services will be applied when any services are requested that are not part of this proposal.
-
- Should the teachers or faculty have any special requests in regards to moving services, please have authorized by Van Pelt Construction Services to avoid confusion.

Items not to be moved: white boards, phones, unlabeled items, items on walls, built in cabinetry,

If you have any questions or if you would like to schedule your move, please do not hesitate to give us a call.

Sincerely,

Paul Fraser

921A Piner road, Santa Rosa, CA. 95403 * www.redwoodmoving.com
Santa Rosa (707)545-2001 * **Healdsburg** (707)433-2240
CAL-T 192248

Contract Number:

4



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Santa Rosa City Schools
Helen Lehman Elementary School
1700 Jennings Ave
Santa Rosa, CA 95401

Date Submitted: 07/15/2025
Proposal #: 25-CA-250643
MICPA # PW1925

California General Contractor License #: 949380

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Classroom B1 & B2 Partially Reinforced Restoration

Garland Cool-Sil® Partially Reinforced Silicone Coating System

1. Surface Preparation:
 - a. Pressure wash the entire roof surface to remove dirt and contaminants.
 - b. Identify and remove wet insulation and BUR areas.
 - c. Replace damaged materials with compatible insulation and plies.
2. Primer Application (if required):
 - a. Apply Cool-Sil® Primer at 0.5 gallons per square where adhesion tests indicate.
3. Base Coat with Fabric Reinforcement:
 - a. Apply Cool-Sil® Base Coat at 1.5 gallons per square in reinforced areas.
 - b. Embed 40" wide Grip Polyester Fabric centered over:
 - i. Seams and splits
 - ii. Flashings and penetrations
 - iii. Transitions and changes in plane
 - c. Fully encapsulate fabric with an additional 1.0 gallon per square of base coat.
4. Top Coat Application (Full Roof Area):
 - a. Apply Cool-Sil® Top Coat in two passes totaling 2.0 gallons per square to achieve a 20 mil dry film thickness.
5. Detail Work and Flashings:
 - a. Install coating and reinforcement at terminations, roof edges, and penetrations per manufacturer's standard details.

- 6. HVAC Pans:
 - a. Replace all HVAC pans in-kind with 24-gauge GSM metal pans.
- 7. Quality Control & Warranty:
 - a. Confirm coating thickness using film gauges.
 - b. Provide photo documentation.
 - c. Coordinate final inspection with Garland.

BASE BID:

Proposal Price Based Upon Market Experience (Prior to Contingency):	\$ 65,869.00
Add 5% Contingency:	\$ 3,293.45
Proposal Price Based Upon Market Experience (Including Contingency):	\$ 69,162.45

Garland/DBS Price:

San Francisco Roofing Services	\$ 65,869
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Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
 Garland/DBS, Inc.
 (216) 430-3662

Contract Number:

5

NorBay Consulting

LOGICAL

ENVIRONMENTAL

SOLUTIONS

2400 Las Gallinas Avenue, Suite 110
San Rafael, California 94903

Phone: (415) 507-9786
Fax: (415) 507-9760

July 10, 2025

Mr. John Dilena
c/o Santa Rosa City Schools
via John@greystonewest.com

**SUBJECT: REQUEST FOR PROPOSAL
PRE-DEMOLITION ASBESTOS & LEAD INSPECTION
PORTABLE BUILDINGS 193, 194 & 195
PINER HIGH SCHOOL, SANTA ROSA, CALIFORNIA**

Dear Mr. Dilena:

Enclosed you will find NorBay Consulting's proposal for conducting a pre-demolition asbestos and lead inspections of portable Buildings 193, 194 & 195 located on the campus of Piner High School.

NORBAY CONSULTING PROPOSAL

Our proposed scope of work includes the following:

- Collect bulk samples of suspected asbestos containing building materials.
- Samples will be analyzed for asbestos by a certified laboratory utilizing Polarized Light Microscopy (PLM). Additional analysis by Point Count may be required if analysis by PLM indicates <1% asbestos.
- Conduct a lead inspection utilizing a direct reading SciAps X-550 direct reading instrument.
- Generate a final report to include results versus regulatory levels, recommendations, laboratory reports/chain of custody forms, spread sheet of lead readings and the mandatory CDPH Form 8552.

NORBAY CONSULTING FEE SCHEDULE

• Site Visit/travel/report	Flat Rate	\$ 850.00
• Sample Analysis	45 PLM @ \$ 27.00 ea.	\$ 1,215.00
• Sample Analysis	3 PC @ \$ 90.00 ea.	\$ 270.00**
• Report Generation	Flat Rate	\$ 150.00
• TOTAL PROPOSAL		\$ 2,215.00
• TOTAL PROPOSAL <u>IF</u> POINT COUNT IS NEEDED		\$ 2,485.00**



Request for Proposal
Pre-Demolition Asbestos and Lead Inspection
Portables 193, 194 & 195
Piner High School, Santa Rosa, California

NorBay Consulting appreciates the opportunity to provide you with this proposal. **Please note that the number of samples proposed to be collected is strictly an estimate based on previous sized and type inspections and that Santa Rosa City Schools (SRCS) will only be invoiced for the actual number of samples analyzed by the laboratory.**

No subsurface investigation for asbestos cement water, sewer or electrical will be performed. Civil drawings may indicate the type of lines (if applicable) that are running to the building.

If you have any questions regarding this proposal or if you require additional information, please do not hesitate to contact me.

Sincerely,
NORBAY CONSULTING

Bob Gerhold

Bob Gerhold
Certified Asbestos Consultant #92-0157
CDPH Lead Inspector/Assessor LRC-1004

ACKNOWLEDGEMENT

The terms and conditions set forth in the above proposal are acceptable and within the approval authority of the undersigned. This acknowledgement shall have the force and effect of Notice to Proceed to provide the proposed services in accordance with the stated scope of work and rates.

Signed:  Date: 7/14/25

Print Name and Title: Lisa August, Interim Superintendent

Project Name or Order Number: _____

NorBay Consulting

LOGICAL

ENVIRONMENTAL

SOLUTIONS

*2400 Las Gallinas Avenue, Suite 110
San Rafael, California 94903*

*Phone: (415) 507-9786
Fax: (415) 507-9760*

August 5, 2025

Mr. John Dilena
c/o Santa Rosa City Schools
via John@greystonewest.com

**SUBJECT: REQUEST FOR PROPOSAL
PRE-DEMOLITION ASBESTOS & LEAD INSPECTION
ONE PORTABLE CLASSROOM BUILDING (PE-1)
PINER HIGH SCHOOL**

Dear Mr. Dilena:

Enclosed you will find NorBay Consulting's proposal for conducting a pre-demolition asbestos and lead inspections of one portable classroom (PE-1) located on the campus of Piner High School.

NORBAY CONSULTING PROPOSAL

Our proposed scope of work includes the following:

- Collect bulk samples of suspected asbestos containing building materials.
- Samples will be analyzed for asbestos by a certified laboratory utilizing Polarized Light Microscopy (PLM). Additional analysis by Point Count may be required if analysis by PLM indicates <1% asbestos.
- Conduct a lead inspection utilizing a direct reading SciAps X-550 direct reading instrument.
- Generate a final report to include results versus regulatory levels, recommendations, laboratory reports/chain of custody forms, spread sheet of lead readings and the mandatory CDPH Form 8552.

NORBAY CONSULTING FEE SCHEDULE

• Site Visit/travel/report	Flat Rate	\$ 850.00
• Sample Analysis	15 PLM @ \$ 27.00 ea.	\$ 405.00
• Sample Analysis	3 PC @ \$ 90.00 ea.	\$ 270.00**
• Report Generation	Flat Rate	\$ 150.00
• TOTAL PROPOSAL		\$ 1,405.00
• TOTAL PROPOSAL <u>IF</u> POINT COUNT IS NEEDED		\$ 1,675.00**

Request for Proposal
Pre-Demolition Asbestos and Lead Inspection
One Portable at Piner High School

NorBay Consulting appreciates the opportunity to provide you with this proposal. **Please note that the number of samples proposed to be collected is strictly an estimate based on previous sized and type inspections and that Santa Rosa City Schools (SRCS) will only be invoiced for the actual number of samples analyzed by the laboratory.**

No subsurface investigation for asbestos cement water, sewer or electrical will be performed. Civil drawings may indicate the type of lines (if applicable) that are running to the building.

If you have any questions regarding this proposal or if you require additional information, please do not hesitate to contact me.

Sincerely,
NORBAY CONSULTING

Bob Gerhold

Bob Gerhold
Certified Asbestos Consultant #92-0157
CDPH Lead Inspector/Assessor LRC-1004

ACKNOWLEDGEMENT

The terms and conditions set forth in the above proposal are acceptable and within the approval authority of the undersigned. This acknowledgement shall have the force and effect of Notice to Proceed to provide the proposed services in accordance with the stated scope of work and rates.

Signed: _____ Date: _____

Print Name and Title: _____

Project Name or Order Number: _____

NorBay Consulting

LOGICAL

ENVIRONMENTAL

SOLUTIONS

2400 Las Gallinas Avenue, Suite 110
San Rafael, California 94903

Phone: (415) 507-9786
Fax: (415) 507-9760

July 1, 2025

Mr. John Dilena
c/o Santa Rosa City Schools
via John@greystonewest.com

**SUBJECT: REQUEST FOR PROPOSAL
PRE-DEMOLITION ASBESTOS & LEAD INSPECTION
ONE PORTABLE CLASSROOM BUILDING
SANTA ROSA MIDDLE SCHOOL**

Dear Mr. Dilena:

Enclosed you will find NorBay Consulting's proposal for conducting a pre-demolition asbestos and lead inspections of one portable classroom located on the campus of Santa Rosa Middle School.

NORBAY CONSULTING PROPOSAL

Our proposed scope of work includes the following:

- Collect bulk samples of suspected asbestos containing building materials.
- Samples will be analyzed for asbestos by a certified laboratory utilizing Polarized Light Microscopy (PLM). Additional analysis by Point Count may be required if analysis by PLM indicates <1% asbestos.
- Conduct a lead inspection utilizing a direct reading SciAps X-550 direct reading instrument.
- Generate a final report to include results versus regulatory levels, recommendations, laboratory reports/chain of custody forms, spread sheet of lead readings and the mandatory CDPH Form 8552.

NORBAY CONSULTING FEE SCHEDULE

• Site Visit/travel/report	Flat Rate	\$ 850.00
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• Sample Analysis	3 PC @ \$ 90.00 ea.	\$ 270.00**
• Report Generation	Flat Rate	<u>\$ 150.00</u>
• TOTAL PROPOSAL		\$ 1,405.00
• TOTAL PROPOSAL <u>IF</u> POINT COUNT IS NEEDED		\$ 1,675.00**

Request for Proposal
Pre-Demolition Asbestos and Lead Inspection
One Portable at Santa Rosa Middle School

NorBay Consulting appreciates the opportunity to provide you with this proposal. **Please note that the number of samples proposed to be collected is strictly an estimate based on previous sized and type inspections and that Santa Rosa City Schools (SRCS) will only be invoiced for the actual number of samples analyzed by the laboratory.**

No subsurface investigation for asbestos cement water, sewer or electrical will be performed. Civil drawings may indicate the type of lines (if applicable) that are running to the building.

If you have any questions regarding this proposal or if you require additional information, please do not hesitate to contact me.

Sincerely,
NORBAY CONSULTING

Bob Gerhold

Bob Gerhold
Certified Asbestos Consultant #92-0157
CDPH Lead Inspector/Assessor LRC-1004

ACKNOWLEDGEMENT

The terms and conditions set forth in the above proposal are acceptable and within the approval authority of the undersigned. This acknowledgement shall have the force and effect of Notice to Proceed to provide the proposed services in accordance with the stated scope of work and rates.

Signed:  Date: 7/14/25

Print Name and Title: Lisa August, Interim Superintendent

Project Name or Order Number: _____

NorBay Consulting

LOGICAL

ENVIRONMENTAL

SOLUTIONS

*2400 Las Gallinas Avenue, Suite 110
San Rafael, California 94903*

*Phone: (415) 507-9786
Fax: (415) 507-9760*

July 18, 2025

Mr. Dante Feliciano
c/o Santa Rosa City Schools
via Dante@greystonewest.com

**SUBJECT: REQUEST FOR PROPOSAL
 PRE-DEMOLITION ASBESTOS & LEAD INSPECTION
 THREE PORTABLE BUILDINGS
 HELEN LEHMAN ELEMENTARY SCHOOL
 SANTA ROSA, CALIFORNIA**

Dear Mr. Feliciano:

Enclosed you will find NorBay Consulting's proposal for conducting a pre-demolition asbestos and lead inspections of three portable buildings located on the campus of Piner High School. The portable buildings are being removed in conjunction with the TK project.

NORBAY CONSULTING PROPOSAL

Our proposed scope of work includes the following:

- Collect bulk samples of suspected asbestos containing building materials.
- Samples will be analyzed for asbestos by a certified laboratory utilizing Polarized Light Microscopy (PLM). Additional analysis by Point Count may be required if analysis by PLM indicates <1% asbestos.
- Conduct a lead inspection utilizing a direct reading SciAps X-550 direct reading instrument.
- Generate a final report to include results versus regulatory levels, recommendations, laboratory reports/chain of custody forms, spread sheet of lead readings and the mandatory CDPH Form 8552.

NORBAY CONSULTING FEE SCHEDULE

• Site Visit/travel/report	Flat Rate	\$ 850.00
• Sample Analysis	38 PLM @ \$ 27.00 ea.	\$ 1,026.00
• Sample Analysis	3 PC @ \$ 90.00 ea.	\$ 270.00**
• Report Generation	Flat Rate	\$ 150.00
• TOTAL PROPOSAL		\$ 2,026.00
• TOTAL PROPOSAL <u>IF</u> POINT COUNT IS NEEDED		\$ 2,296.00**

Request for Proposal
Pre-Demolition Asbestos and Lead Inspection
Three Portable Buildings
Helen Lehman Elementary School

NorBay Consulting appreciates the opportunity to provide you with this proposal. **Please note that the number of samples proposed to be collected is strictly an estimate based on previous sized and type inspections and that Santa Rosa City Schools (SRCS) will only be invoiced for the actual number of samples analyzed by the laboratory.**

No subsurface investigation for asbestos cement water, sewer or electrical will be performed. Civil drawings may indicate the type of lines (if applicable) that are running to the building.

If you have any questions regarding this proposal or if you require additional information, please do not hesitate to contact me.

Sincerely,
NORBAY CONSULTING

Bob Gerhold

Bob Gerhold
Certified Asbestos Consultant #92-0157
CDPH Lead Inspector/Assessor LRC-1004

ACKNOWLEDGEMENT

The terms and conditions set forth in the above proposal are acceptable and within the approval authority of the undersigned. This acknowledgement shall have the force and effect of Notice to Proceed to provide the proposed services in accordance with the stated scope of work and rates.

Signed: _____ Date: _____

Print Name and Title: _____

Project Name or Order Number: _____

NorBay Consulting

LOGICAL

ENVIRONMENTAL

SOLUTIONS

2400 Las Gallinas Avenue, Suite 110
San Rafael, California 94903

Phone: (415) 507-9786
Fax: (415) 507-9760

July 18, 2025

Mr. Dante Feliciano
c/o Santa Rosa City Schools
via Dante@greystonewest.com

**SUBJECT: REQUEST FOR PROPOSAL
PRE-DEMOLITION ASBESTOS & LEAD INSPECTION
ONE PORTABLE CLASSROOM BUILDING
JAMES MONROE ELEMENTARY SCHOOL
SANTA ROSA, CALIFORNIA**

Dear Mr. Felciano:

Enclosed you will find NorBay Consulting's proposal for conducting a pre-demolition asbestos and lead inspections of one portable classroom located on the campus of James Monroe Elementary School. The portable building is being removed in conjunction with the TK project.

NORBAY CONSULTING PROPOSAL

Our proposed scope of work includes the following:

- Collect bulk samples of suspected asbestos containing building materials.
- Samples will be analyzed for asbestos by a certified laboratory utilizing Polarized Light Microscopy (PLM). Additional analysis by Point Count may be required if analysis by PLM indicates <1% asbestos.
- Conduct a lead inspection utilizing a direct reading SciAps X-550 direct reading instrument.
- Generate a final report to include results versus regulatory levels, recommendations, laboratory reports/chain of custody forms, spread sheet of lead readings and the mandatory CDPH Form 8552.

NORBAY CONSULTING FEE SCHEDULE

• Site Visit/travel/report	Flat Rate	\$ 700.00
• Sample Analysis	15 PLM @ \$ 27.00 ea.	\$ 405.00
• Sample Analysis	3 PC @ \$ 90.00 ea.	\$ 270.00**
• Report Generation	Flat Rate	\$ 150.00
• TOTAL PROPOSAL		\$ 1,255.00
• TOTAL PROPOSAL <u>IF</u> POINT COUNT IS NEEDED		\$ 1,525.00**

Request for Proposal
Pre-Demolition Asbestos and Lead Inspection
One Portable at James Monroe Elementary School

NorBay Consulting appreciates the opportunity to provide you with this proposal. **Please note that the number of samples proposed to be collected is strictly an estimate based on previous sized and type inspections and that Santa Rosa City Schools (SRCS) will only be invoiced for the actual number of samples analyzed by the laboratory.**

No subsurface investigation for asbestos cement water, sewer or electrical will be performed. Civil drawings may indicate the type of lines (if applicable) that are running to the building.

If you have any questions regarding this proposal or if you require additional information, please do not hesitate to contact me.

Sincerely,
NORBAY CONSULTING

Bob Gerhold

Bob Gerhold
Certified Asbestos Consultant #92-0157
CDPH Lead Inspector/Assessor LRC-1004

ACKNOWLEDGEMENT

The terms and conditions set forth in the above proposal are acceptable and within the approval authority of the undersigned. This acknowledgement shall have the force and effect of Notice to Proceed to provide the proposed services in accordance with the stated scope of work and rates.

Signed: _____ Date: _____

Print Name and Title: _____

Project Name or Order Number: _____

Contract Number:

6



QUATTROCCHI KWOK
ARCHITECTS

July 15, 2025

2474.00 A5

Erik Oden
Executive Director Facilities, Maintenance, and Operations
Santa Rosa City Schools
110 Stoney Point Rd #210, Santa Rosa, CA 95401

RE: Piner High School Theater Lighting Replacement
Project No.: 2474.00

Dear Erik,

The reason for this letter is to request additional services on the Piner High School Theater Lighting Project. During design it was requested that the house lights within the Auditorium be replaced as well. The existing lighting has been reported that it is too dark for non-theater events as well as a maintenance issue with the old fluorescent lights. The additional scope of work for our electrical engineer will include the following scope of work.

- Design all interior lighting design services, coordinated with QKA and Shalleck.
- Includes all lighting controls design in the areas of work, to meet current Title 24 and requirements.
- Includes lighting Title 24 calculations and documentation for all new interior lighting.
- Includes design and specification of all code required emergency lighting and exit signs in the areas of work.
- Most of the existing luminaires will be replaced with new LED.
- Includes standard CA phase services (submittal reviews, RFI and punchlist).

The additional work excludes any ADA and POT upgrades.

We respectfully request an additional \$13,200 fee for this additional service. When added to our current fee of \$116,300, our revised fee would be \$129,500. If this is acceptable, please sign and return one copy of this request to our Contracts Manager, Carol Tonelli, carolt@qka.com at your earliest convenience.

Sincerely,

Kevin Chapin, Architect/ LEED AP
Principal/Studio Leader

cc: Van Pelt Construction Services

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

Contract Number:

7

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 29, 2025, for reference purposes only, and is made by and between Santa Rosa Elementary School District (“District”) and Adobe 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”). *Topo @ JMES. See proposal attached.*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on August 14, 2025. Consultant shall diligently perform as required and complete performance by August 31, 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 *\$15,000.00*. 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, except for "*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.

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: Adobe Associates, Inc. 1220 Dutton Avenue Santa Rosa, CA 95401
--	--

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: Adobe Associates, Inc.

By: _____

Name: _____

Title: _____

Date: _____

**SANTA ROSA ELEMENTARY SCHOOL
DISTRICT**

By: _____

Name: Lisa August_____

Title: Interim Superintendent_____

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: Adobe 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>	
--	--

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>	
--	--

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>	
---	--

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

Date: July 16, 2025

Project No.

SERVICE AGREEMENT

Client:	Santa Rosa City Schools	Consultant:	Adobe Associates, Inc.
Name:		Name:	Aaron R. Smith, PLS 7901
Address:		Address:	1220 N. Dutton Avenue
City, St, Zip:		City, St, Zip:	Santa Rosa, CA 95401
Phone:		Phone:	(707) 541-2300
Email:		Email:	asmith@adobeinc.com
Site Address:	James Monroe Elementary Road- 2567 Marlow Road, Santa Rosa		
APN:	152-140-008		


Scope of Services

Task 1) Topographic Mapping (Survey)

We will provide a topographic map of the area outlined in red on the image below, with 1' contours and spot elevations as needed and deliver the mapping in both PDF and Cadd formats. Our mapping datum will match up with the mapping already performed by the previous surveyor and boundary lines will be shown only if authorized. We will locate the existing site features that are visible such as structures, driveway, fences, trees of 8" diameter or greater (no driplines), visible utility boxes, walls, patios, decks, drainages, grade breaks, edge of pavement, top of banks and street improvements, as needed.

Fees: \$15,000




Client Initials AAI Initials

Agreement:

1. It is agreed that the above work is to be performed for my/our account and that I/we will be billed as said work progresses, unless exception is shown in writing on the following line. Fee to provide the stated services will be as described below and is based on the currently adopted fee schedule which is subject to change due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees, or increase in the cost of living, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs. Billing Terms and Procedures, as set forth within this agreement, and as outlined on Exhibit A, and made part of this agreement.

Task 1: Topographic Mapping \$15,000

2. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.


3. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges, which are necessary for Consultant to perform services pursuant to the terms of this agreement.

4. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all cost involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check-prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

6. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant of paragraph 10. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 10. Client agrees to pay any remaining fees associated with any required filings for work performed prior to termination.

7. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include


Client Initials AAI Initials

coordinating civil engineering services and preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 10.

8. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.

9. Client agrees that client shall be responsible for payment of all costs and expenses incurred by Adobe Associates, Inc., including such monies as they may at their option advance for fees, and other incidental expenses, up to date of completion of the entire work of which this order may be part, or until such time as client gives consultant written notice requesting to cease further work. In the event of such written notice to consultant, all sums due shall be immediately payable.

10. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's current billing rates utilized for this agreement.

11. In the event that any construction staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than the Consultant, the cost of re-staking, re-monumentation and filing of necessary documentation (Corner Record or Record of Survey) shall be paid for by Client as extra services in accordance with paragraph 10.

12. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by the Client as extra services in accordance with paragraph 10.

13. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.

14. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

15. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

16. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

17. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledge that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees, and sub consultants from and against all claims, demands, damages, or costs, including attorneys' fees, arising from the unauthorized changes.

18. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply

Client Initials	AAI Initials

continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or sub consultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

19. Client agrees to limit the liability of Consultant, its principals, employees and sub consultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the Sum of \$45,000 or Consultant’s fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

20. Termination of this agreement by Client or Consultant shall be in writing. In the event the agreement is terminated before completion of all services, client shall pay consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein.

Additional Services: Additional services may be provided, if authorized by Client; shall be charged at the rates in effect at the time of the work (see attached current fee schedule) and paid for by Client as provided in this agreement. Additional services may include: services not outlined in Scope of Services, project representation at site meetings or public hearings, additional design and plan preparation; revisions to design and plans necessitated by conditions beyond our control.

Reimbursable Expenses: Reimbursable expenses shall consist of actual expenditures made by Consultant in the interest of the project for: blueprinting, maps and document copies obtained from others, reproduction, postage and handling of drawings, sub-consultant services, specifications and other documents; expense of overtime work requiring higher than regular rates (see Fee Schedule), if authorized by Client; expense for additional insurance coverage or limits, including professional liability insurance, requested and authorized by Client in excess of that normally carried by the Consultant; expense for transportation and living expenses in connection with out-of-town travel, authorized by Client; long distance communication; fees paid for approval of authorities having jurisdiction over the project. Compensation shall be computed based upon cost of expenses to Consultant multiplied by 1.15.

Accepted and Agreed to by Client:

Client: **Santa Rosa City Schools**

Signature: _____
 Authorized
 Signer Name:

Title: **Client**

Date Signed: _____

Consultant: **Adobe Associates, Inc.**

Principal
 Signature: _____

Principal Name: **Aaron R. Smith**

Title: **Principal Land Surveyor**

Date Signed: _____

This proposal is valid for 60 days.

EXHIBIT A: Billing Terms and Procedures

As part of this Agreement, Client agrees to comply with Consultant’s Billing Terms and Procedures.

Billing Cycle

All fees and charges due to Consultant will be billed monthly and are payable at the time of billing, unless otherwise specified in this Agreement. Failure to remit payment within thirty (30) days of invoice issuance may constitute a material breach of this Agreement. In such cases, Consultant reserves the right, at its sole discretion, to suspend or terminate its duties, obligations, and responsibilities under this Agreement upon written notice. Upon suspension or termination, Client must promptly settle all outstanding fees and charges. Consultant may also assess reasonable costs associated with suspension or termination.

Payment Methods

- **ACH or Credit Card Payments:** Payments can be made conveniently online through Consultant’s website at <https://www.adobeinc.com/pay-my-invoice/>. Credit card payments will incur a 3% convenience fee.
- **Bank Transfer:** Contact the Accounting Department for banking details.
- **Mailed Checks**
- **Third Party Payment Portals:** Upon Client’s request, Consultant will enroll or participate in Client’s preferred Third Party Payment or Vendor Portal. Client agrees to bear any associated fees or costs, including but not limited to registration and processing fees. Client must provide setup and processing instructions before the first invoice delivery. Delays beyond 30 days in Third Party setup may result in late charges.

Billing Contact

Invoices will be emailed to the Client’s provided email address unless specified otherwise. Client is responsible for notifying the Accounting Department at Adobe Associates, Inc., of any changes to invoice delivery instructions. Failure to notify will not suspend late charges.

Late Payments

Client agrees to remit payment to Adobe Associates, Inc., within 30 days of billing date. Late payments will incur a charge of 1.5% per month on overdue amounts. In the event Consultant assigns Client’s account for collection, Client agrees to pay additional collection costs equivalent to 35% of the outstanding amount.

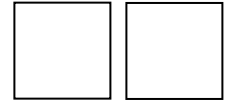
Billing Dispute Resolution

Client acknowledges that all invoices from Consultant are deemed accurate and binding unless Client notifies Consultant in writing within ten (10) days of receipt regarding any alleged inaccuracies, discrepancies, or billing errors.

Billing Inquiries

For billing inquiries or changes to billing instructions, please contact:

- **Phone:** 707-541-2300
- **Email:** amoreno@adobeinc.com



Client Initials AAI Initials

“A Service You Can Count On!”

FEE SCHEDULE FOR 2025

SERVICES

- **Civil Engineering**
- **Land Surveying**
- **Wastewater**
- **Land Planning**
- **Regulatory**

As a dedicated provider in a professional service industry we recognize the success of our business revolves around accessibility to our clients and understanding and responding to their needs.

Professional Witness	\$400/hour
Principal	\$250/hour
Licensed Staff/Associate Principal	\$175-225/hour
Project Manager	\$175-200/hour
Civil Engineer/Surveyor Designer/Technician	\$140-185/hour
CAD Draftsperson	\$110-150/hour
Robotic Crew (one person)	\$225/hour
Field Crew (two person crew)	\$350-380/hour
Field Crew (three person crew)	\$425-500/hour
Field Crew (GPS)	\$250/hour
Clerical/Bookkeeping (in-house)	\$75-125/hour
Permit Processor	\$115-150/hour
Notary Public	\$15/signature
ATV Charge	\$45/hour
Drone Equipment Charge	\$250
Mileage	Federal Standard Rate
Travel	Hourly Rate
Reproduction (in-house)	30" x 42" \$4.50/sheet
	24" x 36" \$3.50/sheet
	18" x 26" \$2.50/sheet
Photocopies	\$0.50/sheet
Coordination/Handling Fee	15% of fee
(Sub-Consultants, Agency fees paid by us, printing/reproduction by others, lab tests, postage and shipping, travel expenses, etc.)	
Authorized Overtime: Hourly Rate Multiplier	1.25
Payment by Visa/Master Card convenience fee	3%

Contract Number:

8

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 29, 2025, for reference purposes only, and is made by and between Santa Rosa Elementary School District (“District”) and Adobe 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”). *Topo @ HLES. See proposal attached.*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on August 14, 2025. Consultant shall diligently perform as required and complete performance by August 31, 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 \$6,000.00. 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, except for "*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.

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: Adobe Associates, Inc. 1220 Dutton Avenue Santa Rosa, CA 95401
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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: Adobe Associates, Inc.

By: _____

Name: _____

Title: _____

Date: _____

**SANTA ROSA ELEMENTARY SCHOOL
DISTRICT**

By: _____

Name: Lisa August_____

Title: Interim Superintendent_____

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: Adobe 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

Date: July 16, 2025

Project No. 25204

SERVICE AGREEMENT

Client:	Santa Rosa City Schools	Consultant:	Adobe Associates, Inc.
Name:	Attn: Brian Cameron	Name:	Aaron R. Smith, PLS 7901
Address:		Address:	1220 N. Dutton Avenue
City, St, Zip:		City, St, Zip:	Santa Rosa, CA 95401
Phone:		Phone:	(707) 541-2300
Email:		Email:	asmith@adobeinc.com
Site Address:	Helen Lehman Elementary School- 1700 Jennings Avenue, Santa Rosa		


Scope of Services

Task 1) Topographic Mapping (Survey)

We will provide a topographic map of the area outlined in red, with 1' contours and spot elevations as needed and deliver the mapping in both PDF and Cadd formats. Our mapping datum will match up with the mapping already performed by the previous surveyor and boundary lines will be shown only if authorized. We will map the area outlined in the screen shot below. We will locate the existing site features that are visible such as structures, fences, trees of 8" diameter or greater (no driplines), visible utility boxes, walls, drainages, grade breaks, edge of pavement, and street improvements, as needed.

Fees: \$6,000




Client Initials AAI Initials

Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.

9. Client agrees that client shall be responsible for payment of all costs and expenses incurred by Adobe Associates, Inc., including such monies as they may at their option advance for fees, and other incidental expenses, up to date of completion of the entire work of which this order may be part, or until such time as client gives consultant written notice requesting to cease further work. In the event of such written notice to consultant, all sums due shall be immediately payable.

10. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's current billing rates utilized for this agreement.

11. In the event that any construction staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than the Consultant, the cost of re-staking, re-monumentation and filing of necessary documentation (Corner Record or Record of Survey) shall be paid for by Client as extra services in accordance with paragraph 10.

12. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by the Client as extra services in accordance with paragraph 10.

13. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.

14. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

15. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

16. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

17. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees, and sub consultants from and against all claims, demands, damages, or costs, including attorneys' fees, arising from the unauthorized changes.

18. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or sub consultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

Client Initials	AAI Initials

19. Client agrees to limit the liability of Consultant, its principals, employees and sub consultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the Sum of \$45,000 or Consultant’s fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

20. Termination of this agreement by Client or Consultant shall be in writing. In the event the agreement is terminated before completion of all services, client shall pay consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein.

Additional Services: Additional services may be provided, if authorized by Client; shall be charged at the rates in effect at the time of the work (see attached current fee schedule) and paid for by Client as provided in this agreement. Additional services may include: services not outlined in Scope of Services, project representation at site meetings or public hearings, additional design and plan preparation; revisions to design and plans necessitated by conditions beyond our control.

Reimbursable Expenses: Reimbursable expenses shall consist of actual expenditures made by Consultant in the interest of the project for: blueprinting, maps and document copies obtained from others, reproduction, postage and handling of drawings, sub-consultant services, specifications and other documents; expense of overtime work requiring higher than regular rates (see Fee Schedule), if authorized by Client; expense for additional insurance coverage or limits, including professional liability insurance, requested and authorized by Client in excess of that normally carried by the Consultant; expense for transportation and living expenses in connection with out-of-town travel, authorized by Client; long distance communication; fees paid for approval of authorities having jurisdiction over the project. Compensation shall be computed based upon cost of expenses to Consultant multiplied by 1.15.

Accepted and Agreed to by Client:

Client: **Santa Rosa City Schools**

Signature: _____
 Authorized
 Signer Name:

Title: **Client**

Date Signed: _____

Consultant: **Adobe Associates, Inc.**

Principal
 Signature: _____

Principal Name: **Aaron R. Smith**

Title: **Principal Land Surveyor**

Date Signed: _____

This proposal is valid for 60 days.

EXHIBIT A: Billing Terms and Procedures

As part of this Agreement, Client agrees to comply with Consultant’s Billing Terms and Procedures.

Billing Cycle

All fees and charges due to Consultant will be billed monthly and are payable at the time of billing, unless otherwise specified in this Agreement. Failure to remit payment within thirty (30) days of invoice issuance may constitute a material breach of this Agreement. In such cases, Consultant reserves the right, at its sole discretion, to suspend or terminate its duties, obligations, and responsibilities under this Agreement upon written notice. Upon suspension or termination, Client must promptly settle all outstanding fees and charges. Consultant may also assess reasonable costs associated with suspension or termination.

Payment Methods

- **ACH or Credit Card Payments:** Payments can be made conveniently online through Consultant’s website at <https://www.adobeinc.com/pay-my-invoice/>. Credit card payments will incur a 3% convenience fee.
- **Bank Transfer:** Contact the Accounting Department for banking details.
- **Mailed Checks**
- **Third Party Payment Portals:** Upon Client’s request, Consultant will enroll or participate in Client’s preferred Third Party Payment or Vendor Portal. Client agrees to bear any associated fees or costs, including but not limited to registration and processing fees. Client must provide setup and processing instructions before the first invoice delivery. Delays beyond 30 days in Third Party setup may result in late charges.

Billing Contact

Invoices will be emailed to the Client’s provided email address unless specified otherwise. Client is responsible for notifying the Accounting Department at Adobe Associates, Inc., of any changes to invoice delivery instructions. Failure to notify will not suspend late charges.

Late Payments

Client agrees to remit payment to Adobe Associates, Inc., within 30 days of billing date. Late payments will incur a charge of 1.5% per month on overdue amounts. In the event Consultant assigns Client’s account for collection, Client agrees to pay additional collection costs equivalent to 35% of the outstanding amount.

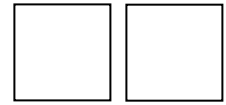
Billing Dispute Resolution

Client acknowledges that all invoices from Consultant are deemed accurate and binding unless Client notifies Consultant in writing within ten (10) days of receipt regarding any alleged inaccuracies, discrepancies, or billing errors.

Billing Inquiries

For billing inquiries or changes to billing instructions, please contact:

- **Phone:** 707-541-2300
- **Email:** amoreno@adobeinc.com



Client Initials AAI Initials

“A Service You Can Count On!”

FEE SCHEDULE FOR 2025

SERVICES

- **Civil Engineering**
- **Land Surveying**
- **Wastewater**
- **Land Planning**
- **Regulatory**

As a dedicated provider in a professional service industry we recognize the success of our business revolves around accessibility to our clients and understanding and responding to their needs.

Professional Witness	\$400/hour
Principal	\$250/hour
Licensed Staff/Associate Principal	\$175-225/hour
Project Manager	\$175-200/hour
Civil Engineer/Surveyor Designer/Technician	\$140-185/hour
CAD Draftsperson	\$110-150/hour
Robotic Crew (one person)	\$225/hour
Field Crew (two person crew)	\$350-380/hour
Field Crew (three person crew)	\$425-500/hour
Field Crew (GPS)	\$250/hour
Clerical/Bookkeeping (in-house)	\$75-125/hour
Permit Processor	\$115-150/hour
Notary Public	\$15/signature
ATV Charge	\$45/hour
Drone Equipment Charge	\$250
Mileage	Federal Standard Rate
Travel	Hourly Rate
Reproduction (in-house)	30" x 42" \$4.50/sheet
	24" x 36" \$3.50/sheet
	18" x 26" \$2.50/sheet
Photocopies	\$0.50/sheet
Coordination/Handling Fee	15% of fee
(Sub-Consultants, Agency fees paid by us, printing/reproduction by others, lab tests, postage and shipping, travel expenses, etc.)	
Authorized Overtime: Hourly Rate Multiplier	1.25
Payment by Visa/Master Card convenience fee	3%

Contract Number:

9

PROJECT ASSIGNMENT

This Project Assignment ("Project Assignment") is entered into as of August 14, 2025 ("Effective Date") by and between Santa Rosa Elementary District, and Santa Rosa High School District ("District") and Van Pelt Construction Services ("Program/Project Manager") pursuant to the Program/Project Management Services Agreement ("Agreement") between the District and Program/Project Manager dated June 16, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Construction Management services for the District Office & Education Center Project

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 Associate Superintendent, Business Services.

3. Project Schedule and Project Term.

Project commences August 2025, with an expected substantial completion date of April 2028. Contract term is from August 2025 through April 2028.

4. Project Budget.

The construction budget is 56,492,351.31.

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. 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.

Program/PROJECT MANAGER

Van Pelt Construction Services

By: _____

Name: Kelli Jurgenson _____

Title: Executive Vice President _____

DISTRICT:

Santa Rosa Elementary School District and Santa Rosa High School District

By: _____

Name: Lisa August _____

Title: Interim Superintendent _____

July 21, 2025

Erik Oden
Executive Director Facilities, Maintenance & Operations
Santa Rosa City Schools
110 Stony Point Road, Suite 210
Santa Rosa, California 95401

Reference: Santa Rosa City Schools
Subject: District Office Project

Dear Mr. Oden,

VPCS is pleased to submit the following proposal for Construction Management services. The fees described herein include scope of services as currently being provided for the District. Our management services will be evenly over the duration of the project, with a Not to Exceed price:

MANAGEMENT FEES:

District Office Project

\$1,977,232	August 2025 – April 2028 (33 months)	\$59,916.12/month
-------------	--------------------------------------	-------------------

Total Fee NTE:		\$1,977,232
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Fees will be billed monthly, payable within 30 days and include all travel, insurance, taxes and services necessary to complete the projects. Fees do not include office space, equipment, and furniture.

We thank you for this opportunity and look forward to building our relationship with the Santa Rosa City Schools.

Very Truly Yours,
VAN PELT CONSTRUCTION SERVICES

Kelli Jurgenson
Executive Vice President

Contract Number:

10

EXHIBIT A
PROJECT ASSIGNMENT
PINER HIGH SCHOOL TWO STORY CLASSROOM BUILDING

This Project Assignment (“Project Assignment”) is entered into as of August 13, 2025 (“Effective Date”) by and between Santa Rosa High School District (“District”) and I.A. Kuster Construction Inspection (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated March 8, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Piner High School Two Story 12 Classroom Building and Restrooms

2. IOR Services to be Provided.

- a. Inspect work performed and materials supplied by the contractors to assist with the verification of conformity with the contract documents.
- b. Carry out the instructions of the Project Architect and the Division of the State Architect for the portions covered by DSA.
- c. Prepare all necessary reports, including semi-monthly reports, DSA Box documentation, and the final verified report to the Division of the State Architect.
- d. Assist the efforts of all parties concerned to expedite the completion and ensure the quality of the project per approved documents, current governing codes, and DSA requirements.

3. Project Schedule and Project Term.

Construction commencing on or around September 25th, 2025, through the scheduled final completion date of August 31st, 2026. for a term of Eleven (11) months.

4. Project Budget.

Not to Exceed: Two Hundred Thirty Thousand Five Hundred Dollars (\$230,500.00)

5. IOR Budget, Compensation and Payment.

The Consultant shall provide services in accordance with the project timeline, which anticipates commencement near the end of September 2025 and completion by the end of August 2026, for a total duration of approximately forty-eight (48) weeks. Services are expected to be performed at an average of thirty-two (32) hours per week, not to exceed one thousand five hundred thirty-six (1,536) total hours.

Compensation for services shall be at a billable rate of One Hundred Forty-Five Dollars (\$145.00) per hour, not to exceed a total amount of Two Hundred Thirty Thousand Five Hundred Dollars (\$230,500.00) without prior written authorization from the District.

6. Special Conditions and/or Miscellaneous Provisions.

Intentionally Blank.

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

IOR:

DISTRICT:

I.A. Kuster Construction Inspection

Santa Rosa High School District

By: _____

By: _____

Name: Isaac Kuster

Name: Lisa August

Title: _____

Title: Interim Superintendent

Date: _____

Date: _____

**PROPOSAL FOR DSA INSPECTION SERVICES FOR
SANTA ROSA CITY SCHOOLS PINER HIGH SCHOOL
2-STORY CLASSROOM BUILDING PROJECT**

I.A. KUSTER CONSTRUCTION INSPECTION

P.O. BOX 4600

SANTA ROSA, CA 95402

(707) 322-8138

dsa.inspector@gmail.com

June 10th, 2025

**Attention: Erik Oden
Director of Maintenance and Operations**

**Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401**

PROJECT PROPOSAL

Based on the project scope shown on the DSA pre-check plan set prepared by Quattrochi Kwok Architects and the proposed project schedule provided via email on 5-28-25 by Santa Rosa City Schools (District) for the Piner High School 2-Story Classroom Building project (DSA application #01-121608), I.A Kuster Construction Inspection (IOR) proposes the following for DSA inspection services:

DSA Project inspection services as set forth in DSA IR A-8 and the applicable sections of the California Building Standards Code at an average of 32 hours per week for the duration of the project starting on or around September 25th 2025 through the scheduled final completion date of August 31st 2026.

IOR assumes based on the complexity of scope on the approved plans, DSA will require an average of 32 hours per week in order to provide continuous inspection for the project as required by the California Building Standards Code. Other time spent will include weekly meetings, DSA field trips, communication with the design team, coordinating special inspection and testing by the Lab of Record, completing and sending required reports to DSA and the review of project documents such as RFI and submittals.

The project timeline provided calls for the project to begin near the end of September of 2025 and to be completed by the end of August of 2026 (approximately 48 weeks). 32 hours per week for 48 weeks is 1536 hours.

The 1536 hours at the billable rate of \$145 per hour equals a not-to-exceed maximum of **\$222,720**.

IOR assumes that project schedule may change prior to project start or at some point during the project and will be agreeable to adjustment of the above fee structure as negotiated with District based on those changes.

If the contractor chooses to perform work on weekends and/or federal holidays that requires inspection by IOR and/or the Lab of Record, a rate of 1.5 times the regular hourly rate of \$145 will be billed against the not-to-exceed budget in four-hour increments.

If the above proposal is acceptable to Santa Rosa City Schools, please sign below and return to IOR.

<u>Isaac Kuster</u>	<u>06/10/25</u>	_____	
Isaac Kuster (IOR)	Date	District Representative	Date

Contract Number:

11

EXHIBIT A
PROJECT ASSIGNMENT

SANTA ROSA HIGH SCHOOL FENCING AND PARKING LOT IMPROVEMENTS

This Project Assignment (“Project Assignment”) is entered into as of August 13, 2025 (“Effective Date”) by and between Santa Rosa High School District (“District”) and Stocksdale Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated December 13, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Santa Rosa High School Fencing and Parking Lot Improvements

2. IOR Services to be Provided.

- a. Inspect work performed and materials supplied by the contractors to assist with the verification of conformity with the contract documents.
- b. Carry out the instructions of the Project Architect and the Division of the State Architect for the portions covered by DSA.
- c. Prepare all necessary reports, including semi-monthly reports, DSA Box documentation, and the final verified report to the Division of the State Architect.
- d. Assist the efforts of all parties concerned to expedite the completion and ensure the quality of the project per approved documents, current governing codes, and DSA requirements.

3. Project Schedule and Project Term.

Construction commencing on or around August 2025, through the scheduled final completion date of December 2025.

4. Project Budget.

Not to Exceed: Twenty-Eight Thousand Eight Hundred Sixty Dollars (\$28,860.00)

5. IOR Budget, Compensation and Payment.

The Consultant shall provide services in accordance with the project timeline, which anticipates commencement near the end of August 2025 and completion by the end of December 2025, for a total duration of approximately Seventeen (17) weeks. Services are expected to be performed at an average of Twelve (12) hours per week, not to exceed Two Hundred Four (204) total hours.

Compensation for services shall be at a billable rate of One Hundred Forty Dollars (\$140.00) per hour, not to exceed a total amount of Twenty-Eight Thousand Eight Hundred Sixty Dollars (\$28,860.00) without prior written authorization from the District.

6. Special Conditions and/or Miscellaneous Provisions.

Intentionally Blank.

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

IOR:

Stocksdale Inspection Services

By: _____

Name: John Stocksdale

Title: _____

Date: _____

DISTRICT:

Santa Rosa High School District

By: _____

Name: Lisa August

Title: Interim Superintendent

Date: _____

JOHN STOCKSDALE
STOCKSDALE INSPECTION SERVICES
1153 Humboldt Street, Santa Rosa, CA 95404
707 326-5130
johnstocksdale@gmail.com

7/7/2025

Erik Oden
Executive Director Facilities, Maintenance, Operations
Santa Rosa City High School District
110 Stony Point Road, Suite 210
Santa Rosa, CA 95401

Re: Proposal for project inspection services
Santa Rosa High School / Parking Lot Improvements & Fence

Erik,

I am pleased to submit this proposal for project inspection services for the Santa Rosa High School Parking Lot Improvements / Fence project which includes improvements to the parking lot, site lighting, toilet room changes, fencing and work on the path of travel.

Scope of Services

Basic project inspection services shall be as set forth in Part I Title 24 CCR and in DSA IR A-8 and shall include construction inspection, submittal of bi-monthly and verified reports to DSA, keeping job files and logs, completing the DSA 152 Inspection Cards, reviewing pay applications, attending meetings, observing required tests, coordination of visits by special inspectors and the soils engineer, if required, and DSA close-out.

Fee

Compensation for project inspection services shall be based on an hourly fee of \$140.00/hour.

Estimated time: average of 12 hours/week for 17 weeks (4 months) = 204 hours

Estimated Fee: \$28,560.00

General liability insurance will be provided for an additional cost of \$300.

If construction extends beyond the estimated time period, additional hours will be billed at the same hourly rate. Work on weekends, if necessary, will be billed at the same hourly rate.

Billable hours include on-site time (2 hour minimum charge per visit) and time required to write reports, review plans, set up files, process communications, travel to site, file project materials, and attend meetings.

Indemnification

Inspector shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Inspector's performance of the work, or work performed by the Inspector's employees, excepting only such injury or harm as may be caused solely and exclusively by the District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

Contract Number:

12

EXHIBIT A
PROJECT ASSIGNMENT

JAMES MONROE ELEMENTARY SCHOOL TK

This Project Assignment (“Project Assignment”) is entered into as of August 13, 2025 (“Effective Date”) by and between Santa Rosa Elementary School District and Kurt Hirtzer Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated February 14, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

James Monroe Elementary School TK

2. IOR Services to be Provided.

- a. Inspect work performed and materials supplied by the contractors to assist with the verification of conformity with the contract documents.
- b. Carry out the instructions of the Project Architect and the Division of the State Architect for the portions covered by DSA.
- c. Prepare all necessary reports, including semi-monthly reports, DSA Box documentation, and the final verified report to the Division of the State Architect.
- d. Assist the efforts of all parties concerned to expedite the completion and ensure the quality of the project per approved documents, current governing codes, and DSA requirements.

3. Project Schedule and Project Term.

Construction commencing on or around December 11, 2025, through the scheduled final completion date of June 6, 2026. for a term of Six (6) months.

4. Project Budget.

Not to Exceed: Sixty-Seven Thousand Two Hundred Dollars (\$67,200.00)

5. IOR Budget, Compensation and Payment.

The Consultant shall provide services in accordance with the project timeline, which anticipates commencement near the beginning of December 2025 and completion by the beginning of June 2026, for a total duration of approximately Twenty-Eight (28) weeks. Services are expected to be performed at an average of Sixteen (16) hours per week, not to exceed Four Hundred Forty-Eight (448) total hours.

Compensation for services shall be at a billable rate of One Hundred Fifty Dollars (\$150.00) per hour, not to exceed a total amount of Sixty-Seven Thousand Two Hundred Dollars (\$67,200.00) without prior written authorization from the District.

6. Special Conditions and/or Miscellaneous Provisions.

Intentionally Blank.

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

IOR:

DISTRICT:

Kurt Hirtzer Inspection Services

Santa Rosa Elementary School District

By: _____

By: _____

Name: Kurt Hirtzer

Name: Lisa August

Title: _____

Title: Interim Superintendent

Date: _____

Date: _____

KURT HIRTZER INSPECTION SERVICES

**1348 Foothill Drive
Healdsburg, CA 95448
E-Mail kurthirtzer@comcast.net
707-953-8358 (Cell)**

PROPOSAL FOR

INSPECTION SERVICES

JAMES MONROE TK SCHOOL RELOCATABLE CLASSROOMS

SERVICES TO BE PROVIDED.

The services intended to be provided by Kurt Hirtzer Inspection Services are code enforcement, project management (submittal review, pay voucher approval, etc.), and to be the essential liaison in communications with the school district, architect/engineer of record and the contractor.

Kurt Hirtzer Inspection Services will provide inspection services for the above-mentioned project under the guidance of the architect of record; the application of Title 24 CCR Part 1, 2022, Title 21 Administrative Code, and the 2022 CBC, CPC, CMC, CFC, CGC and 2022 CEC Codes, with 2022 Title 24 amendments; and by providing the assurance that the project will be completed in accordance with the approved plans and specifications. This will be accomplished by carefully observing each phase of construction during its progress and by ongoing review of project documents and procedures to alleviate potential delays that may occur. This will enable the contractor to provide the best value of product for the school district. Kurt Hirtzer Inspection Services will also provide a daily log for the records of the school district, of work performed each day, along with semi-monthly reports which will be sent to the D.S.A. which will review the work completed in that period.

COST ANALYSIS OF INSPECTION SERVICES:

The breakdown for inspection services for site contract is:
Project duration is

Work Duration: 28 weeks @ 16 Hrs. per week

Not to Exceed - (Hrs. 448 @ \$150.00/hr.)

\$ 67,200.00**

**** Estimated hours, District will be billed on actual hours (2 Hour minimum per visit) of service provided.**

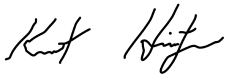
If under any circumstances the project is delayed or extended, the terms of this proposal/contract will be extended in like terms as stated above.

It is understood that in return for the services provided by Kurt Hirtzer Inspection Services, the school district shall pay all invoices in full within 30 days of receipt.

If you have any questions with regard to my proposal, please contact me. Upon approval of this contract, please provide me with a purchase order number.

Respectfully submitted,

KURT HIRTZER INSPECTION SERVICES

A handwritten signature in black ink, appearing to read "Kurt Hirtzer".

7/07/2025

Kurt Hirtzer

Contract Number:

13

EXHIBIT A
PROJECT ASSIGNMENT

HELEN LEHMAN ELEMENTARY SCHOOL TK

This Project Assignment (“Project Assignment”) is entered into as of August 13, 2025 (“Effective Date”) by and between Santa Rosa Elementary School District and Kurt Hirtzer Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated February 14, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Helen Lehman Elementary School TK

2. IOR Services to be Provided.

- a. Inspect work performed and materials supplied by the contractors to assist with the verification of conformity with the contract documents.
- b. Carry out the instructions of the Project Architect and the Division of the State Architect for the portions covered by DSA.
- c. Prepare all necessary reports, including semi-monthly reports, DSA Box documentation, and the final verified report to the Division of the State Architect.
- d. Assist the efforts of all parties concerned to expedite the completion and ensure the quality of the project per approved documents, current governing codes, and DSA requirements.

3. Project Schedule and Project Term.

Construction commencing on or around November 10, 2025, through the scheduled final completion date of August 11, 2026.

4. Project Budget.

Not to Exceed: Eighty-One Thousand Six Hundred Dollars (\$81,600.00)

5. IOR Budget, Compensation and Payment.

The Consultant shall provide services in accordance with the project timeline, which anticipates commencement near the beginning of November 2025 and completion by the beginning of August 2026, for a total duration of approximately Thirty-Four (34) weeks. Services are expected to be performed at an average of Sixteen (16) hours per week, not to exceed Five Hundred Forty-Four (544) total hours.

Compensation for services shall be at a billable rate of One Hundred Fifty Dollars (\$150.00) per hour, not to exceed a total amount of Eighty-One Thousand Six Hundred Dollars (\$81,600.00) without prior written authorization from the District.

6. Special Conditions and/or Miscellaneous Provisions.

Intentionally Blank.

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

IOR:

Kurt Hirtzer Inspection Services

By: _____

Name: Kurt Hirtzer

Title: _____

Date: _____

DISTRICT:

Santa Rosa Elementary School District

By: _____

Name: Lisa August

Title: Interim Superintendent

Date: _____

KURT HIRTZER INSPECTION SERVICES

**1348 Foothill Drive
Healdsburg, CA 95448
E-Mail kurthirtzer@comcast.net
707-953-8358 (Cell)**

PROPOSAL FOR

INSPECTION SERVICES

HELEN LEHMAN TK SCHOOL RELOCATABLE CLASSROOMS

SERVICES TO BE PROVIDED.

The services intended to be provided by Kurt Hirtzer Inspection Services are code enforcement, project management (submittal review, pay voucher approval, etc.), and to be the essential liaison in communications with the school district, architect/engineer of record and the contractor.

Kurt Hirtzer Inspection Services will provide inspection services for the above-mentioned project under the guidance of the architect of record; the application of Title 24 CCR Part 1, 2022, Title 21 Administrative Code, and the 2022 CBC, CPC, CMC, CFC, CGC and 2022 CEC Codes, with 2022 Title 24 amendments; and by providing the assurance that the project will be completed in accordance with the approved plans and specifications. This will be accomplished by carefully observing each phase of construction during its progress and by ongoing review of project documents and procedures to alleviate potential delays that may occur. This will enable the contractor to provide the best value of product for the school district. Kurt Hirtzer Inspection Services will also provide a daily log for the records of the school district, of work performed each day, along with semi-monthly reports which will be sent to the D.S.A. which will review the work completed in that period.

COST ANALYSIS OF INSPECTION SERVICES:

The breakdown for inspection services for site contract is:
Project duration is

Work Duration: 34 weeks @ 16 Hrs. per

week Not to Exceed - (Hrs. 544 @ \$150.00/hr.)

\$ 81,600.00**

**** Estimated hours, District will be billed on actual hours (2 Hour minimum per visit) of service provided.**

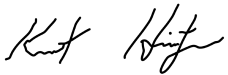
If under any circumstances the project is delayed or extended, the terms of this proposal/contract will be extended in like terms as stated above.

It is understood that in return for the services provided by Kurt Hirtzer Inspection Services, the school district shall pay all invoices in full within 30 days of receipt.

If you have any questions with regard to my proposal, please contact me. Upon approval of this contract, please provide me with a purchase order number.

Respectfully submitted,

KURT HIRTZER INSPECTION SERVICES

A handwritten signature in black ink, appearing to read "Kurt Hirtzer".

7/07/2025

Kurt Hirtzer

Contract Number:

14

EXHIBIT A
PROJECT ASSIGNMENT

SANTA ROSA MIDDLE SCHOOL TK CLASSROOMS AND PICK UP DROP OFF

This Project Assignment (“Project Assignment”) is entered into as of August 13, 2025 (“Effective Date”) by and between Santa Rosa High School District (“District”) and Kurt Hirtzer Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated February 14, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Santa Rosa Middle School TK Classrooms and Pick Up Drop Off

2. IOR Services to be Provided.

- a. Inspect work performed and materials supplied by the contractors to assist with the verification of conformity with the contract documents.
- b. Carry out the instructions of the Project Architect and the Division of the State Architect for the portions covered by DSA.
- c. Prepare all necessary reports, including semi-monthly reports, DSA Box documentation, and the final verified report to the Division of the State Architect.
- d. Assist the efforts of all parties concerned to expedite the completion and ensure the quality of the project per approved documents, current governing codes, and DSA requirements.

3. Project Schedule and Project Term.

Construction commencing on or around October 8, 2025, through the scheduled final completion date of June 15, 2026.

4. Project Budget.

Not to Exceed: Ninety-Six Thousand Dollars (\$96,000.00)

5. IOR Budget, Compensation and Payment.

The Consultant shall provide services in accordance with the project timeline, which anticipates commencement near the beginning of October 2025 and completion by the beginning of June 2026, for a total duration of approximately Forty (40) weeks. Services are expected to be performed at an average of Sixteen (16) hours per week, not to exceed Six Hundred Forty (640) total hours.

Compensation for services shall be at a billable rate of One Hundred Fifty Dollars (\$150.00) per hour, not to exceed a total amount of Ninety-Six Thousand Dollars (\$96,000.00) without prior written authorization from the District.

6. Special Conditions and/or Miscellaneous Provisions.

Intentionally Blank.

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

IOR:

DISTRICT:

Kurt Hirtzer Inspection Services

Santa Rosa High School District

By: _____

By: _____

Name: Kurt Hirtzer

Name: Lisa August

Title: _____

Title: Interim Superintendent

Date: _____

Date: _____

KURT HIRTZER INSPECTION SERVICES

**1348 Foothill Drive
Healdsburg, CA 95448
E-Mail kurthirtzer@comcast.net
707-953-8358 (Cell)**

PROPOSAL FOR

INSPECTION SERVICES

SANTA ROSA MIDDLE SCHOOL TK SCHOOL RELOCATABLE

CLASSROOMS

SERVICES TO BE PROVIDED.

The services intended to be provided by Kurt Hirtzer Inspection Services are code enforcement, project management (submittal review, pay voucher approval, etc.), and to be the essential liaison in communications with the school district, architect/engineer of record and the contractor.

Kurt Hirtzer Inspection Services will provide inspection services for the above-mentioned project under the guidance of the architect of record; the application of Title 24 CCR Part 1, 2022, Title 21 Administrative Code, and the 2022 CBC, CPC, CMC, CFC, CGC and 2022 CEC Codes, with 2022 Title 24 amendments; and by providing the assurance that the project will be completed in accordance with the approved plans and specifications. This will be accomplished by carefully observing each phase of construction during its progress and by ongoing review of project documents and procedures to alleviate potential delays that may occur. This will enable the contractor to provide the best value of product for the school district. Kurt Hirtzer Inspection Services will also provide a daily log for the records of the school district, of work performed each day, along with semi-monthly reports which will be sent to the D.S.A. which will review the work completed in that period.

COST ANALYSIS OF INSPECTION SERVICES:

The breakdown for inspection services for site contract is:
Project duration is

Work Duration: 40 weeks @ 16 Hrs. per

week Not to Exceed - (Hrs. 640 @ \$150.00/hr.)

\$ 96,000.00**

**** Estimated hours, District will be billed on actual hours (2 Hour minimum per visit) of service provided.**

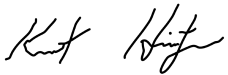
If under any circumstances the project is delayed or extended, the terms of this proposal/contract will be extended in like terms as stated above.

It is understood that in return for the services provided by Kurt Hirtzer Inspection Services, the school district shall pay all invoices in full within 30 days of receipt.

If you have any questions with regard to my proposal, please contact me. Upon approval of this contract, please provide me with a purchase order number.

Respectfully submitted,

KURT HIRTZER INSPECTION SERVICES

A handwritten signature in black ink, appearing to read "Kurt Hirtzer".

7/07/2025

Kurt Hirtzer

Contract Number:

15

Scope of Services

Santa Rosa Middle School Pavement Coring Santa Rosa, CA

Crawford & Associates, Inc., (Crawford) is pleased to submit this scope of services to provide Pavement Coring Services at the Santa Rosa Middle School. Crawford will perform the following to measure the existing pavement thickness (HMA) and aggregate base at the locations identified by Greystone West and/or Santa Rosa Middle School.

Preliminary, Review, and Coordination

- Meet with the design team mark USA tickets, discuss the pavement core locations, and schedule the fieldwork.
- We understand an encroachment permit will not be required, however, Crawford will still USA the site and work with the district to mark the core locations in the field.

Pavement Coring

To measure the existing structural pavement sections (HMA only), Crawford will perform up to 2 pavement cores at various locations within Santa Rosa Middle School (dictated by others). An Engineer/Geologist will direct the coring and sampling. At each core location, Crawford will use a diamond tipped core bit 4 to 6 inches in diameter to core through the existing pavement. The HMA pavement and aggregate base section will be measured; and the core photographed, identified, and collected. Our scope includes one R-value test.

The coring locations will be backfilled with dyed black quick setting concrete dyed black. Hot mix asphalt patching is not included in our scope of services. We expect our coring locations will require no traffic signs or lane closures with flaggers.

The cores will be returned to our laboratory in Santa Rosa for collection by the district, if desired. We will store the cores for 14 days prior to disposing of them.

DELIVERABLE: Pavement Coring Data Memorandum
--

Crawford & Associates, Inc. will prepare a Pavement Coring Data Memorandum containing; scope of services; existing pavement core (HMA) and aggregate base measurements; new pavement recommendations if required (based on provided Traffic Index), existing pavement Traffic Index, photos, KMZ file with final core locations; and limitations.



FEE

We included two fee options to complete the above scope of services. Fee Itemization can be provided if requested.

\$5,000 (Memo deliverable)

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



Clay Worley
Project Manager

Proposal accepted; okay to proceed:



Lisa August, Interim Superintendent
Santa Rosa City Schools



Date

Contract Number:

16

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 29, 2025, for reference purposes only, and is made by and between Santa Rosa Elementary School District and Santa Rosa High School District (“Districts”) and Miller Pacific Engineering Group (“Consultant”), (together, “Parties”).

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

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

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”). *Geotech for DO & Education Center project. See proposal attached.*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on *August 14, 2025*. Consultant shall diligently perform as required and complete performance by *October 31, 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 \$54,600. 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: Mike Jewett Miller Pacific Engineering Group 1360 Redwood Way, Suite B Petaluma, CA 94954
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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: Miller Pacific EG	SANTA ROSA ELEMENTARY DISTRICT & SANTA ROSA HIGH 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: Miller Pacific Engineering Group

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> Miller Pacific Engineering Group</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> Santa Rosa Elementary School District & Santa Rosa High School District</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



July 28, 2025
File: 25-13670pro.doc

Santa Rosa City Schools
110 Stony Point Road, Suite 210
Santa Rosa, California 95401

Attn: Ms. Lisa August

Re: Proposal for Geotechnical Engineering Services
Santa Rosa City Schools - New District Office
211 Ridgeway Avenue
Santa Rosa, California

Introduction

As requested, we are pleased to propose our geotechnical engineering services for the Santa Rosa City Schools (SRCS) located in Sonoma County, California. Based on our review of the preliminary plan set, we understand the project consists of demolishing a majority of the existing classroom structures of the old Ridgeway High School Campus and constructing a new two-story, steel framed, 31,600 square-foot (footprint) District Office Building. Additionally, an approximate 8,000 square-foot solar panel canopy structure will be constructed to the north of the proposed District Office Building. We anticipate the new District Office Building and solar panel canopies project will be reviewed by the Division of the State Architect (DSA) and the California Geologic Survey (CGS).

An existing, roughly 33,000 square-foot, maintenance and operations warehouse is located north of the planned solar panel canopies will be renovated. However, based on our discussions with the design team, we understand the Maintenance and Operations Building portion of the project will not be reviewed by DSA/CGS. Based on our experience with similar projects, we recommend the following scope of services:

Phase 1 – Geotechnical Investigation

Prior to our geotechnical investigation, we will contact Underground Service Alert (USA) to locate any public utility lines which may underlie the project site and obtain the necessary drilling permits from the Sonoma County Environmental Health Department. However, USA will not locate any private utilities that were constructed on campus to service the existing improvements. Therefore, we request that we meet with District staff to identify utility locations in the area of our exploration. Alternatively, we can contract with an underground utility location company to identify, mark and map the existing utility lines for an additional fee.

We understand the District Office Building portions of the project will be reviewed by DSA and CGS. Per CGS Note 48 a minimum of one point of exploration is required for every 5,000-square foot, with a minimum of two-points per structure, to analyze, at a minimum, the upper 50-feet of the soil column. Therefore, we will perform a subsurface exploration consisting of 4 soil

borings, drilled to depths between 25 and 50 feet below the ground surface or at least 5 feet into weathered bedrock, with hydraulically powered drilling equipment. We will supplement our soil borings with 4 Cone Penetration Tests (CPT) pushed to depths between 50 and 100 feet below the ground surface, or to refusal, with truck mounted equipment. Additionally, we will perform at least two shear wave velocity profile in our CPTs. We anticipate the soil borings will require 2 to 2.5 days to complete while the CPTs will require 1 day.

Obtaining a shear wave velocity profile in a CPT is limited to the depth at which the equipment can advance. Per the current building codes, a shear wave velocity profile shall be determined in the upper 30 meters, roughly 100 feet, below the ground surface. Stiff and/or gravelly soils or weathered bedrock will impede the advancement of a CPT; therefore, shear wave velocities measurements may not include the entire 30-meter, 100-foot, requirement. To supplement the CPT shear wave velocity tests and ensure at least the upper 100 feet of the soil column is analyzed, we will perform 2 seismic lines utilizing refraction microtremor (ReMi) techniques to develop a two-dimensional shear wave velocity profile underlying the project site to aid in site classification per CGS recommendations.

Phase 1a – Supplemental Geotechnical Investigation (Optional)

We understand the Maintenance and Operations Building portion of the project will not be reviewed by DSA and CGS. Additionally, it is unclear if a geotechnical investigation is required for the proposed renovations. If an investigation is required, we will perform a subsurface exploration 1 soil boring, drilled to depths between 25 and 50 feet below the ground surface, or at least 5 feet into weathered bedrock, with hydraulically powered drilling equipment. We will supplement our soil boring with 2 Cone Penetration tests pushed between 50 and 100 feet below the ground surface, or to refusal, with truck mounted equipment. Additionally, to aid in determining the site classification we will perform one seismic line utilizing refraction microtremor (ReMi) techniques to develop a two-dimensional shear wave velocity profile underlying the project site.

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

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

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

Phase 2 – Geotechnical Consultation and Plan Review

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

Phase 3 – Construction Observation and Testing

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

Contractual Arrangements

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

Phase 1 – Geotechnical Investigation	Fixed Fee, \$42,800
Phase 1a – Supplemental Geotechnical Investigation (Optional)	Fixed Fee, \$6,800
Phase 2 – Geotechnical Consultation and Plan Review	Time & Expense, Est., \$5,000
Phase 3 – Construction Observation and Testing	Time & Expense, Budget Estimate to be determined (Budget to be provided after plans are prepared and a construction schedule is established)

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

Sincerely,
MILLER PACIFIC ENGINEERING GROUP



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

Attachments: Agreement
Schedule of Charges



AGREEMENT FOR PROFESSIONAL ENGINEERING AND TESTING SERVICES

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

- 1.0 **CLIENT NAME:** Santa Rosa City Schools
Attn: Ms. Lisa August

ADDRESS: 110 Stony Point Road, Suite 210
Santa Rosa, California 95401

CLIENT PW#: 2025-13670
- 2.0 **PROJECT:** Santa Rosa City Schools – New District Office

LOCATION: 211 Ridgeway Avenue
Santa Rosa, California
- 3.0 **SCOPE OF SERVICES:** Geotechnical Engineering Services as below:
Phase 1 – Geotechnical Investigation
Phase 1a – Supplemental Geotechnical Investigation
Phase 2 – Geotechnical Consultation /Plan Review
Phase 3 – Construction Observation and Testing
- 4.0 **FEE:** Phase 1 – Fixed Fee\$42,800
Phase 1a – Fixed Fee.....\$6,800
Phase 2 – Time & Expense Estimate.....\$5,000
Phase 3 – Time & Expense Estimate..... \$TBD*
*Budget to be provided after plans are prepared and a construction schedule is established

FOR MPEG:	_____	_____
	Benjamin Pappas, Geotechnical Engineer No. 2786	Date
FOR CLIENT:	_____	_____
	Property Owner (Signature)	Date
	_____	_____
	Property Owner Primary Email Address	Primary Phone
CARE OF:	_____	_____
	Owner’s Representative (if applicable)	Primary Phone
BILLING:	_____	_____
	Billing Contact (if applicable)	Primary Phone
	_____	_____
	Billing Contact Primary Email Address	DIR # (If Prevailing Wage)

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE PROPOSAL DATE

GENERAL CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

2. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

3. PAYMENTS TO MPEG

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

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

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

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

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

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

3.4.2. Prevailing Wages. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify MPEG if prevailing wages apply. If it is later determined that prevailing wages apply, and MPEG was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless MPEG from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

3.5. Payment Timing; Late Charge. MPEG may invoice Client at least monthly. All invoices are due upon receipt. Client shall notify MPEG in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

MPEG may suspend Services for lack of timely payment. Client agrees to pay all collection-related costs that MPEG incurs, including attorney fees.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

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

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

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

5. ESTIMATE OF CONSTRUCTION COSTS

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

6. CONSTRUCTION PHASE SERVICES

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

6.1. Construction Observation.

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

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

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

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

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

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

7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

8. CHANGED CONDITIONS

If MPEG discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), MPEG will notify Client in writing of the Changed Conditions. Client and MPEG agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If MPEG and Client cannot agree upon amended terms and conditions within 30 days after notice, MPEG may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

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

10. CERTIFICATIONS

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

11. ALLOCATION OF RISK

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

11.2. Indemnification.

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

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

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

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

12. INSURANCE

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

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

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

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

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

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

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

13. OWNERSHIP AND USE OF DOCUMENTS

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

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

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

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

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

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

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

opinions contained Documents provided to such person or entity, published, disclosed or referred to without MPEG's prior written consent.

14. SAMPLES AND CUTTINGS

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

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

15. RELATIONSHIP OF THE PARTIES

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

16. ASSIGNMENT AND SUBCONTRACTS

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

17. SUSPENSION AND DELAYS

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

17.2. Liability. MPEG is not liable to Client for any failure to perform or delay in performance due to circumstances beyond MPEG's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, floods, explosions, earthquakes, "acts of God," adverse weather conditions, acts of government, labor disputes,

delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

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

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

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

19. DISPUTES

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

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

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws

of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

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

20. MISCELLANEOUS

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

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

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

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

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

End of General Conditions

Contract Number:

17

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 29, 2025, for reference purposes only, and is made by and between Santa Rosa Elementary School District (“District”) and Grassetti Environmental Consulting. (“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”). *CEQA @ HLES. See proposal attached.*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on August 14, 2025. Consultant shall diligently perform as required and complete performance by August 31, 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 \$1,440.00. 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, except for "*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.

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:

<p>If to the District: Lisa August Interim Superintendent Santa Rosa City Schools 110 Stony Point Rd., Suite 210 Santa Rosa, CA 95401</p>	<p>If to the Contractor: Grassetto Environmental Consulting 7008 Bristol Drive, Berkeley, CA 94705</p>
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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: Grassetti Environmental Consulting

By: _____

Name: _____

Title: _____

Date: _____

SANTA ROSA ELEMENTARY SCHOOL DISTRICT

By: _____

Name: Lisa August

Title: Interim Superintendent

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: Grassetti Environmental Consulting

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



Mr. Erik Oden
Executive Director, Facilities, Maintenance & Operations
110 Stony Point Road, Suite 225
Santa Rosa, CA 95401

July 16, 2025

SUBJECT: PROPOSAL TO PREPARE CEQA DOCUMENTATION FOR THE HELEN LEHMAN
ELEMENTARY SCHOOL CLASSROOMS PROJECT

Dear Mr. Oden;

I would be pleased to prepare the CEQA documentation for the Helen Lehman Elementary School Classrooms Project. I understand the project includes installation of three new classroom buildings (6 classrooms) on an open lawn area at the south side of the existing school. New playground facilities, an outdoor education area, and new parking also would be constructed. Three existing portables would be removed. The work may qualify for Exemption under CEQA Categorical Exemptions, Class 3 and 14, which apply to small new buildings and minor expansions of schools, respectively (assuming no exceptions to the exemptions apply).

I propose to complete the following tasks.

- Review project site plans, review published information, and consult with the project engineers to determine if the Class 3 or 14 Exemptions would apply (and no exceptions apply).
- Assuming the project qualifies for one or more exemptions, prepare the standard Notice of Exemption form (electronic copy) for the project for posting at the County Clerk's office. This will be accompanied by a brief memo summarizing our findings with respect to potential exemptions and exceptions.
- Filing of the CEQA Exemption at the County Clerk's Office and on CEQAnet. Note that this will require that the District grant permission to our firm to file on their behalf with the State.

I propose to conduct this analysis for a fee not to exceed \$1440 (8 hrs. @ \$180/hr.). This ceiling will not be exceeded without your prior authorization, and the District will be billed only for time and materials actually expended. Direct expenses will be billed at cost. We anticipate all work will

be done within two weeks of authorization to proceed. Work will be billed monthly and payment is due within thirty days of receipt of invoice. Please contact me at (510) 849-2354 if you have any questions regarding this proposal.

Sincerely;

A handwritten signature in cursive script, appearing to read "Richard Grassetto".

Richard Grassetto
Principal

Contract Number:

18

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 29, 2025, for reference purposes only, and is made by and between Santa Rosa Elementary School District (“District”) and Grassetti Environmental Consulting (“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”). *CEQA @ JMES. See proposal attached.*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on August 14, 2025. Consultant shall diligently perform as required and complete performance by October 31, 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 \$1,440. 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, except for "*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: Grassetto Environmental Consulting 7008 Bristol Drive Berkeley, CA 94705
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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: Grasseti Environmental Consulting	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: Grassetti Environmental Consulting

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



Mr. Erik Oden
Executive Director, Facilities, Maintenance & Operations
110 Stony Point Road, Suite 225
Santa Rosa, CA 95401

July 16, 2025

SUBJECT: PROPOSAL TO PREPARE CEQA DOCUMENTATION FOR THE JAMES MONROE
ELEMENTARY SCHOOL CLASSROOMS PROJECT

Dear Mr. Oden;

I would be pleased to prepare the CEQA documentation for the James Monroe Elementary School Classrooms Project. I understand the project includes installation of three new classroom buildings (6 classrooms) on a ball field just east of the existing school campus. New playground facilities, an outdoor education area, and new parking also would be constructed. The work may qualify for Exemption under CEQA Categorical Exemptions, Class 3 and 14, which apply to small new buildings and minor expansions of schools, respectively (assuming no exceptions to the exemptions apply).

I propose to complete the following tasks.

- Review project site plans, review published information, and consult with the project engineers to determine if the Class 3 or 14 Exemptions would apply (and no exceptions apply).
- Assuming the project qualifies for one or more exemptions, prepare the standard Notice of Exemption form (electronic copy) for the project for posting at the County Clerk's office. This will be accompanied by a brief memo summarizing our findings with respect to potential exemptions and exceptions.
- Filing of the CEQA Exemption at the County Clerk's Office and on CEQANet. Note that this will require that the District grant permission to our firm to file on their behalf with the State.

I propose to conduct this analysis for a fee not to exceed \$1440 (8 hrs. @ \$180/hr.). This ceiling will not be exceeded without your prior authorization, and the District will be billed only for time and materials actually expended. Direct expenses will be billed at cost. We anticipate all work

will be done within two weeks of authorization to proceed. Work will be billed monthly and payment is due within thirty days of receipt of invoice. Please contact me at (510) 849-2354 if you have any questions regarding this proposal.

Sincerely;

A handwritten signature in cursive script, appearing to read "Richard Grassetto".

Richard Grassetto
Principal

Contract Number:

19



July 21, 2025

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

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

Dear Erik,

The purpose of this letter is to request a fee adjustment for the conversion of Albert Biella Elementary to the Early Learning Academy. We have added a cost estimator to the project, which is supplemental service. Their fee to do a Schematic Design and Construction Document estimate is \$10,780.

In addition, since we started the project, the scope of the project has increased with additional site work and expanded areas of modernization. This has created additional work for QKA and our consultants.

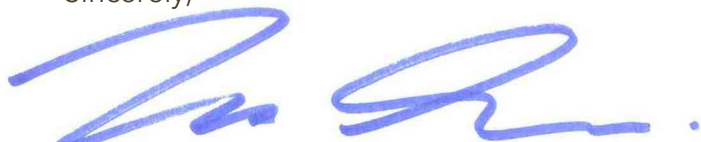
The expanded site work: ADA requirements have expanded the site work from just around the classrooms to drop off areas and path of travel to the public right of way.

- During Schematic Design, Building F was added to our scope of work.
- A light modernization of the administration developed into a heavy modernization to accommodate the needs of the site's programs.

We request a fee adjustment of \$166,950. This fee adjustment aligns with the updated budget of \$4 million dollars for the project. When added to our current fee of \$275,642, our revised fee would be \$453,372.

If this proposal is acceptable, please sign and return one copy to the attention of our Contracts Manager, Carol Tonelli, at your earliest convenience.

Sincerely,



Kevin Chapin, Architect
Principal/Studio Leader

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

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