

Contract Number:

1

**California Uniform Public Construction Cost Accounting Act**

**Request for Quotation**

**Public Contract Code §§ 22000 *et seq.***

**(Project Value Less than \$75,000**

**OR**

**Public Contract Code § 20111(a)**

**(Maintenance and Repair Project Value Less  
than Current Dollar Value Threshold)**

**Hidden Valley Elementary Striping Project**

---

## **TABLE OF CONTENTS**

- 3. Contract for Labor and Materials
  - 5. General Conditions
  - 6. Project Form
-

# **Santa Rosa Elementary School District**

## **Hidden Valley Elementary Striping Project**

### **3. CONTRACT FOR LABOR AND MATERIALS**

## CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of August 28, 2025, by and between the SANTA ROSA ELEMENTARY SCHOOL DISTRICT, a California public school district (“District”), and Oden & Doucette, Inc. (“Contractor”).

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

1. **This Contract is made pursuant to:**

X Public Contract Code section 22032(a): California Uniform Construction Cost Accounting Act Contracts less than sixty thousand dollars (\$75,000)

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Hidden Valley Elementary Striping Project (“Project”)**. The location of the Project is *3435 Bonita Vista Dr. Santa Rosa, CA 95404* (the “Site”).

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

3. **Contract Documents**

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

4. **District Representative**

The District Representative is the Interim Superintendent, Lisa August.

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

The Architect or Design Professional in charge is N/A; references to the “Architect” or similar terms shall be deemed references to the Architect or Design Professional in charge and their respective design consultants.

6. **Compensation to Contractor**

- a. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of Six Thousand, Three Hundred Seventy-Five Dollars (\$ 6,375.00 ). The Contract Price is based upon the Contractor’s Base Quote Proposal for the Work.
- b. **Progress Payment Retention.** If the Contract Price is subject to payment by the District’s disbursement of Progress Payments pursuant to the Contract General Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- c. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 15% of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

7. **Prevailing Wages**

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

8. **Contract Time**

The Work shall be commenced on the date stated in the District’s Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work on September 15, 2025. Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

9. **Limitation on Damages**

In the event of the District’s breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are

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

## **10. Liquidated Damages**

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

- a. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of One Hundred Dollars (\$100.00).
- b. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of One Hundred Dollars (\$100.00).
- c. **Surety Liability.** Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

11. **Insurance**

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

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

<b>Policy of Insurance</b>	<b>Minimum Coverage Amount</b>
Commercial General Liability Insurance	Per Occurrence: [1,000,000] Aggregate: [2,000,000]
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage is not required.

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

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

12. **Notices**

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

**If to the District:**  
 Lisa August  
 Interim Superintendent  
 Santa Rosa City Schools  
 110 Stony Point Road, Suite 210  
 Santa Rosa, CA 95401

**If to the Contractor:**  
 Oden & Doucette, Inc.  
 PO Box 3662  
 Napa, CA 94558

**13. Hours and Days of Work at the Site**

**13.1 Work Hours/Days.** Work at the Site is limited to Mondays through Fridays, excluding District holidays. No Work at the Site is permitted except during such days and hours. Hours of Work at the Site shall be subject to limitations established by any applicable local jurisdiction, as the same may be amended from time-to-time. Subject to amendments promulgated by the applicable local jurisdiction, permitted hours of Work at the Site are: between 7am - 5 pm.

**13.2 Limitations on Work Hours/Days.** Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: **none**. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site. The 2025/2026 Academic and Holiday Calendars are attached hereto as **Attachment "A"** and incorporated herein for the Contractor's reference and use.

**14. Audit**

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

**15. Compliance with Law**

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

**16. Authority to Execute**

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

*[Remainder of page intentionally left blank.]*

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

Santa Rosa Elementary School District

Oden & Doucette, Inc.

Lisa August

\_\_\_\_\_  
Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor License No.  
and Expiration Date

Interim Superintendent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For:

\_\_\_\_\_  
Corporation or Partnership


If Corporation, Seal Below.

**ATTACHMENT "A"**

**SANTA ROSA CITY SCHOOLS**  
**2025-2026 INSTRUCTIONAL CALENDAR**  
(Certificated and School Year (SY) Employees)  
**185 Workdays**

YEAR	M	T	W	Th	F		ELEMENTARY Days of Instruction	SECONDARY Days of Instruction	Non Instructional Days	Professional Development Days	Certificated & SY Employee Workdays
JULY 2025		1	2	3	4	7/4/2025 Independence Day Holiday	0	0	0	0	0
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30	31							
AUGUST					1	Aug. 11 Work Day Principal-Directed Non-Instructional (non-student)	3	3	2	0	5
	4	5	6	7	8	Aug. 12 Work Day Staff-Directed Non-Instructional (non-student)					
	11	12	13	14	15	Aug. 13 School Opens/First Day of Instruction					
	18	19	20	21	22						
	25	26	27	28	29						
SEPTEMBER	1	2	3	4	5	Sept. 1 Labor Day Holiday	5	4	0	0	4
	8	9	10	11	12	Sept. 4 Back to School Night-Elementary Schools					
	15	16	17	18	19	Sept. 11 Back to School Night-Middle Schools					
	22	23	24	25	26	Sept. 18 Back to School Night-High Schools					
	29	30									
OCTOBER			1	2	3	Oct. 10 Secondary Report Card Window Opens	5	2	0	1	3
	6	7	8	9	10	Oct. 17 Secondary End of First Quarter					
	13	14	15	16	17	Oct. 21 Secondary Report Card Window Closes					
	20	21	22	23	24	Oct. 24 Elementary Report Card Window Opens					
	27	28	29	30	31	Oct. 31 Elementary First Trimester Ends					
NOVEMBER						Oct. 6 - Oct. 10 Elementary Conference Week	5	5	0	0	5
	3	4	5	6	7	Oct. 3 Professional Development Day (non-student)					
	10	11	12	13	14	Nov. 11 Veterans Day					
	17	18	19	20	21	Nov. 10 Elementary Report Card Window Closes					
	24	25	26	27	28	Nov. 24-25 Non-school; Workdays for 10, 11, 12 Month Employees					
DECEMBER						Nov. 26 Local Holiday	5	5	0	0	5
	1	2	3	4	5	Nov. 27 Thanksgiving Day Holiday					
	8	9	10	11	12	Nov. 28 Local Holiday					
	15	16	17	18	19	Dec. 12 Secondary Report Card window opens					
	22	23	24	25	26	Dec. 16-18 Minimum Days: Final Exams High School Only					
JANUARY 2026						Dec. 18 Secondary End of second quarter and first semester	5	4	1	0	5
	1	2	3	4	5	Dec. 19 Teacher Workday/Pupil Holiday: <u>Secondary only</u>					
	12	13	14	15	16	Dec. 22-31 Winter Recess					
	19	20	21	22	23	Jan. 1 New Years Day Holiday					
	26	27	28	29	30	Jan. 2 Local Holiday					
FEBRUARY						Jan. 5 Secondary Report Card Window Closes	5	5	0	1	5
	2	3	4	5	6	Jan. 12 Professional Development Day (non-student)					
	9	10	11	12	13	Jan. 19 Martin Luther King Jr. Holiday					
	16	17	18	19	20	Feb. 6 Elementary Report Card Window Opens					
	23	24	25	26	27	Feb. 9 Lincoln's Birthday Holiday					
MARCH						Feb. 16 President's Day Holiday	5	5	0	0	5
	2	3	4	5	6	Feb. 20 Elementary 2nd Trimester Ends					
	9	10	11	12	13	Mar. 2 Elementary Report Card Window Closes					
	16	17	18	19	20	March 6 Secondary Report Card Window Opens					
	23	24	25	26	27	Mar. 13 Secondary End of Third Quarter					
APRIL			1	2	3	March 16 Local Holiday	5	5	0	0	5
	6	7	8	9	10	March 17-20 Spring Break					
	13	14	15	16	17	March 24 Secondary Report Card Window Closes					
	20	21	22	23	24	March 30 Emergency Closure Day (non-workday, non-student if not needed)					
	27	28	29	30		March 31 Cesar Chavez Holiday					
MAY						April 24 Emergency Closure Day (non-workday, non-student if not needed)	4	4	4	4	4
	4	5	6	7	8	May 14 Open House					
	11	12	13	14	15	May 15 Elementary Report Card Window Opens					
	18	19	20	21	22	May 15 Teacher Non-Work/Non Student Day					
	25	26	27	28	29	May 22 Secondary Report Card Window Opens					
JUNE						May 25 Memorial Day Holiday	4	4	4	4	4
	1	2	3	4	5	June 4 Elementary 3rd Trimester Ends					
	8	9	10	11	12	June 4 Final Instructional Day: <u>Elementary only</u>					
	15	16	17	18	19	June 5 Teacher Workday/Pupil Holiday: <u>Elementary only</u>					
	22	23	24	25	26	June 3-5 Minimum Day: Final Exams Secondary Only					
TOTALS							180	180	3	2	185

(2) Two days added for Emergency Closures 4/11 & 5/16 (non-workday for teachers and SY, non-student if not needed)

Ratified by: 2025-2026 Instructional Calendar mutually agreed on:  
SRTA: Date: 1/17/2025  
CSEA:   
Board approved: 1/22/2025 Vicki Zank (Jan 26, 2025 11:59 PST)  
Effective: July 1, 2025 Santa Rosa City Schools

*Kathryn Howell*

Santa Rosa Teachers Association

*Mary Lehman*

Classified School Employee Association

# **Santa Rosa Elementary School District**

## **Hidden Valley Elementary Striping Project**

### **5. GENERAL CONDITIONS**

## GENERAL CONDITIONS

1. **Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
2. **Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
3. **Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
4. **Changes.**
  - 4.1 **Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in the Contract. Changes approved by the District shall be reduced to Change Order in the form established by the District.

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

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

waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article.

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

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

**6. Labor.**

- 6.1 Prevailing Wage Rates.** The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.
- 6.2 Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.
- 6.3 DIR Registration.**
- 6.3.1 Contractor and Subcontractor Compliance.** Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- 6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- 6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Designated Subcontractors List submitted with the Contractor's proposal for the Work whose DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code section 1771.1(c)(3) and/or Labor Code section 1771.1(d).
- 6.3.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g).** "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration

requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.”

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

#### **6.4 Certified Payroll Records.**

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

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

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

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

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

**10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.

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

**12. Delays and Time Extensions.**

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

that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.

- 12.2** The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- 12.3** A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- 12.4** No damages or compensation of any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- 12.5** The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of District of the right to collect liquidated damages for other delays or of any other rights to which District is entitled.
- 13. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the

District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Work.

**14. Warranty.** The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within two (2) years, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

**15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

**16. Miscellaneous.**

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

## 16.2 Disputes.

16.2.1 **Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

16.2.2 **Public Contract Code § 9204 Claims Resolution Procedures.** Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code section 9204 ("Section 9204") provided, however, that the Contractor's initiation of Section 9204 procedures is expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

16.2.2.1 **Claim Defined.** The term "Claim" shall be as defined in Section 9204.

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

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

days after the issuance date of the Claim Review Statement.

**16.2.3 Meet and Confer.**

**16.2.3.1 Meet and Confer Demand.** If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The Contractor’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor’s Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

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

**16.2.4 Non-Binding Mediation.**

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

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

portion of the Claim.

- 16.2.4.3 **Mediation Procedures.** Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.
  - 16.2.4.4 **Mediation Costs.** All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.
  - 16.2.4.5 **Post-Mediation Disputed Claims.** Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.
  - 16.2.4.6 **Waiver.** The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.
- 16.2.5 **Payments of Undisputed Claims.** If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.
- 16.2.6 **Subcontractor Claims.**
- 16.2.6.1 **Subcontractor Claim Submittal.** If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.
  - 16.2.6.2 **Contractor Certification of Subcontractor Claim.** The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor

Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code § 12650 *et seq.*). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

16.2.6.3 **District Review of Subcontractor Claim.** Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

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

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

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

- 16.4 Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 16.5 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.
- 16.6 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 16.7 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 16.8 Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 16.9 Days.** Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.
- 16.10 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 16.11 Entire Agreement.** This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

[END OF GENERAL CONDITIONS]

# **Santa Rosa Elementary School District**

## **Hidden Valley Elementary Striping Project**

### **6. PROJECT FORMS**

## GUARANTEE

**Project:       Hidden Valley Elementary Striping Project**

The Contractor hereby warrants and guarantees to the Santa Rosa Elementary School District (“District”) that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the “Work”) have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including, without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including, without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

***[Remainder of page intentionally left blank]***

**Contractor**

---

(Contractor Name)

---

(Signature of Contractor's Authorized Employee, Officer  
or Representative)

---

(Printed Name and Title)

---

(Date)

**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**CONTRACTOR EXEMPTION**

Pursuant to Education Code Sections 45125.1 and 45125.2, the Santa Rosa Elementary School District (“District”) has determined that Oden & Doucette, Inc. (“Contractor”) is exempt from the criminal background check certification requirements for the Contract dated August 28, 2025 by and between the District and Contractor ("Contract") because:

- The Contractor’s employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_.

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**SUBCONTRACTOR’S EXEMPTION**

The Santa Rosa Elementary School District (“District”) entered into a Contract for services with Oden & Doucette, Inc. (“Contractor”) on or about August 28, 2025 (“Contract”). Pursuant to Education Code Sections 45125.1 and 45125.2, the District has determined that \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract (“Subcontractor”), is exempt from the criminal background check certification requirements for the Contract because:

- The Subcontractor’s employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_.

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

**CONTRACTOR’S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE, DRUG, AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Santa Rosa Elementary School District’s (“District”) Drug and Alcohol-Free Workplace, Drug and Alcohol-Free Schools, Tobacco-Free Schools, Alcohol and Other Drugs, and Tobacco Board Policies, which prohibit the use of alcoholic beverages, illicit drugs, and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating, “ALCOHOLIC BEVERAGE, DRUG, AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Signature

# PROPOSAL

**ODEN & DOUCETTE, INC.**  
**PO BOX 3662 NAPA, CA 94558-...**  
**PHO... 707-255-2207**  
**FAX # 707-643-5514**  
**TAX ID#14-1864080 CA CONTR. LIC #819580**

<b>DATE</b>	<b>PROPOSAL#</b>
8/7/2025	8193

<b>REQUESTED BY</b>
SANTA ROSA CITY SCHOOLS

<b>NAME OF JOB</b>
HIDDEN VALLEY ELEMENTARY

<b>JOB LOCATION</b>	SANTA ROSA, CA	
<b>NAME OF CONTACT</b>	<b>PHONE/FAX #</b>	<b>CUST PO/REF#</b>
FELECIA		

<b>DESCRIPTION/JOB SPECIFICATIONS</b>
<p>WE HEREBY SUBMIT SPECIFICATIONS AND THIS PROPOSAL FOR:</p> <p>LAYOUT/STRIPE FULL BASKETBALL COURT            LAYOUT/STRIPE (2) TETHERBALL            LAYOUT/STRIPE (3) 4 SQUARES, PAINT EACH BOX IN FOUR SQUARE DIFFERENT COLOR            LAYOUT/STRIPE (4) HOPSCOTCH            LAYOUT/STRIPE (3) BALL WALLS PAINT AREA OF BALLWALL IN DIFFERENT COLORS            LAYOUT/STRIPE CIRCLE, SPLIT IN FOUR AND PAINT EACH AREA A DIFFERENT COLOR            LAYOUT/STRIPE (9) SQUARE AND PAINT AREAS USING AT LEAST 5 DIFFERENT COLORS SO NO SAME COLOR TOUCHS EACH OTHER            LAYOUT/STRIPE 16 LINEUP LINES AS SHOWN ON MAP</p> <p>PAINTING COLORS WITHIN THE GAMES WILL BE APPLIED UNTIL COVERAGE LOOKS GOOD. THIS MAY TAKE ANYWHERE FROM 2 TO 5 COATS DEPENDING ON THE COLOR</p> <p>PREVAILING WAGE</p> <p>ALTERNATE PRICING:</p> <p>STRIPING THE GAMES AS SHOWN WITHOUT PAINTING THE COLORS ----- \$ 4,675.00</p>

<b>TOTAL</b>	<b>\$6,375.00</b>
--------------	-------------------

Payment made as follows: PAYMENT IN FULL UPON COMPLETION Authorized Signature: Ed Gonzalez, President

Note: This estimate may be withdrawn by us if not accepted within 30 days. Business Liability, Workers' Compensation Insurance certificates available upon request. Please fax or mail upon acceptance.

ACCEPTANCE OF ESTIMATE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

Contract Number:

2



**StormWater**  
**SPECIALISTS**

Mary A. Larsen, QSD#024, ToR, President  
Stormwater Specialist, Inc.  
8698 Elk Grove Blvd. #224  
Elk Grove, CA 95624  
Phone (916) 230-0370  
[mary@stormwaterspecialists.com](mailto:mary@stormwaterspecialists.com)

**INVOICE NO.** SRSCRW 7.8.25

**TERMS** Net 30

**DATE** 07/08/2025

P25-01645

**BILL TO**

Santa Rosa City Schools  
110 Stony Point Rd  
Ste 210  
Santa Rosa, CA 95401

Santa Rosa City Schools - Central Receiving Warehouse, 211 Ridgway Ave., Santa Rosa, CA

DATE	PRODUCT/SERVICE DESCRIPTION	QTY	RATE	AMOUNT
06/30/2025	Inspection 6/3/25, 6/10/25, 6/18, 6/24/25	4	325.00	1,300.00

**TOTAL**

**1,300.00**

Please send check to Stormwater Specialists, Inc.



**StormWater  
SPECIALISTS**

Mary A. Larsen, QSD#024, ToR, President  
Stormwater Specialist, Inc.  
8698 Elk Grove Blvd. #224  
Elk Grove, CA 95624  
Phone (916) 230-0370  
[mary@stormwaterspecialists.com](mailto:mary@stormwaterspecialists.com)

**BILL TO**

Santa Rosa City Schools  
110 Stony Point Rd  
Ste 210  
Santa Rosa, CA 95401

**INVOICE NO.**

**SRSCRW 8.5.25**

**TERMS  
DATE**

Net 30  
08/05/2025

**P25-01645**

Santa Rosa City Schools - Central Receiving Warehouse, 211 Ridgway Ave., Santa Rosa, CA

DATE	PRODUCT/SERVICE DESCRIPTION	QTY	RATE	AMOUNT
07/25/2025	Annual Report 2024-2025 Annual Report Uploaded to SMARTs	1	1,180.00	1,180.00
07/28/2025	QSD Inspection QSD Inspection	1	400.00	400.00
07/31/2025	Inspection 7/1/25, 7/8/25, 7/15/25, 7/22/25, 8/5/25	5	325.00	1,625.00
08/05/2025	Notice of Termination NOT	1	1,480.00	1,480.00

**TOTAL**

**4,685.00**

Contract Number:

3

## **PROJECT ASSIGNMENT #23**

This Project Assignment (“Project Assignment”) is entered into as of August 27, 2025 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“SRHSD”) and SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“SRES”), collectively the “Districts” (“Districts”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

### **1. Project Description.**

PHASE 2 of the Districtwide Access Controls Project at Montgomery HS (Phase 2), Piner HS, Abraham Lincoln ES, Helen Lehman ES, James Monroe ES and Luther Burbank ES, commencing June 2025.

### **2. Services to be Provided.**

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

### **3. Project Schedule and Project Term.**

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

### **4. Project Budget.**

The construction budget is \$7,392,348

### **5. Schedule of Fees (Compensation and Payment).**

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

Payment for the Additional Services shall be as follows:

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

### **6. Special Conditions and/or Miscellaneous Provisions.**

Intentionally Left Blank

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

**PROJECT MANAGER:**

Greystone West Company

By: *Damien Lee*  
Damien Lee (Jul 29, 2025 11:58:45 PDT)  
Name: **Damien Lee**  
Title: **CFO**

**DISTRICT:**

Santa Rosa High School District & Santa Rosa Elementary School District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



August 27, 2025

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

**Reference: Fee Proposal for Construction Management Services for PHASE 2 of the Districtwide Access Controls Project**

Mr. Oden:

Greystone West Company proposes to perform scheduling and budgeting as well as construction management for **PHASE 2 of the Districtwide Access Controls Project** for a fee of 5.5% of the project construction budgets. Services include project management through completion of construction (*inclusive of closeout, DSA certification, if applicable, through 1-year warranty period*). Should the schedule for the work extend out, so would our billing schedule. Our fee, however, will remain fixed.

<b>Districtwide Access Controls Project Phase 2 at MHS (Phase 2), PHS, ALES, HLES, JMES &amp; LBES</b>	
Construction Management Fee	\$405,867.64
Reimbursable Expenses	\$110,885.23
<b>TOTAL FEE</b>	<b>\$516,752.87</b>

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

Sincerely,

Theresa Novotny  
Accounting Dept.

**FEE SCALE**

**CM Fee Proposal**

**Electronic Access Control, Phase 2: Montgomery HS P2**

**Construction Budget**

**\$813,158**

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$813,158.28	\$ 44,723.71
<b>TOTALS:</b>		<b>\$ 813,158</b>	<b>\$ 44,723.71</b>

45.00%	Preconstruction		\$ 20,125.67
50.00%	Construction		\$ 22,361.85
5.00%	Post Construction		\$ 2,236.19
			<b>\$ 44,723.71</b>

**Billings**

2025 August	Preconstruction + Construction		\$ 31,306.60
September	Construction		\$ 3,726.98
October	Construction		\$ 3,726.98
November	Construction		\$ 3,726.98
December	Post Construction		\$ 745.40
2026 January	Post Construction		\$ 745.40
February	Post Construction		\$ 745.40
			<b>\$ 44,723.71</b>

**Reimbursable Expenses**

1.50%	of Budget	\$813,158.28	\$12,197.37
-------	-----------	--------------	-------------

<b>TOTAL PROPOSAL COST</b>		<b>\$ 56,921.08</b>
----------------------------	--	---------------------

**FEE SCALE**

**CM Fee Proposal**

**Electronic Access Control, Phase 2: Piner HS**

**Construction Budget**

**\$3,104,786**

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$3,104,786.16	\$ 170,763.24
<b>TOTALS:</b>		<b>\$ 3,104,786</b>	<b>\$ 170,763.24</b>

45.00%	Preconstruction		\$ 76,843.46
50.00%	Construction		\$ 85,381.62
5.00%	Post Construction		\$ 8,538.16
			<b>\$ 170,763.24</b>

**Billings**

2025 August	Preconstruction		\$ 38,421.73
September	Preconstruction		\$ 38,421.73
October	Construction		\$ 17,076.32
November	Construction		\$ 17,076.32
December	Construction		\$ 17,076.32
2026 January	Construction		\$ 17,076.32
February	Construction		\$ 17,076.32
March	Post Construction		\$ 2,846.05
April	Post Construction		\$ 2,846.05
May	Post Construction		\$ 2,846.05
			<b>\$ 170,763.24</b>

**Reimbursable Expenses**

1.50%	of Budget	\$3,104,786.16	\$46,571.79
-------	-----------	----------------	-------------

<b>TOTAL PROPOSAL COST</b>		<b>\$ 217,335.03</b>
----------------------------	--	----------------------

**FEE SCALE**

**CM Fee Proposal**

**Electronic Access Control, Phase 2: Abraham Lincoln ES**

**Construction Budget**

**\$961,005**

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$961,005.24	\$ 52,855.29
<b>TOTALS:</b>		<b>\$ 961,005</b>	<b>\$ 52,855.29</b>

45.00%	Preconstruction		\$ 23,784.88
50.00%	Construction		\$ 26,427.64
5.00%	Post Construction		\$ 2,642.76
			<b>\$ 52,855.29</b>

**Billings**

2025 August	Preconstruction		\$ 5,946.22
September	Preconstruction		\$ 5,946.22
October	Preconstruction		\$ 5,946.22
November	Preconstruction		\$ 5,946.22
December	Construction		\$ 8,809.21
2026 January	Construction		\$ 8,809.21
February	Construction		\$ 8,809.21
March	Post Construction		\$ 880.92
April	Post Construction		\$ 880.92
May	Post Construction		\$ 880.92
			<b>\$ 52,855.29</b>

**Reimbursable Expenses**

1.50%	of Budget	\$961,005.24	\$14,415.08
-------	-----------	--------------	-------------

<b>TOTAL PROPOSAL COST</b>		<b>\$ 67,270.37</b>
----------------------------	--	---------------------

**FEE SCALE**

**CM Fee Proposal**

**Electronic Access Control, Phase 2: Helen Lehman ES**

**Construction Budget**

**\$887,082**

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$887,081.76	\$ 48,789.50
<b>TOTALS:</b>		<b>\$ 887,082</b>	<b>\$ 48,789.50</b>

45.00%	Preconstruction		\$ 21,955.27
50.00%	Construction		\$ 24,394.75
5.00%	Post Construction		\$ 2,439.47
			<b>\$ 48,789.50</b>

**Billings**

2025 August	Preconstruction		\$ 5,488.82
September	Preconstruction		\$ 5,488.82
October	Preconstruction		\$ 5,488.82
November	Preconstruction		\$ 5,488.82
December	Construction		\$ 4,878.95
2026 January	Construction		\$ 4,878.95
February	Construction		\$ 4,878.95
March	Construction		\$ 4,878.95
April	Construction		\$ 4,878.95
May	Post Construction		\$ 813.16
June	Post Construction		\$ 813.16
July	Post Construction		\$ 813.16
			<b>\$ 48,789.50</b>

**Reimbursable Expenses**

1.50%	of Budget	\$887,081.76	\$13,306.23
-------	-----------	--------------	-------------

<b>TOTAL PROPOSAL COST</b>		<b>\$ 62,095.72</b>
----------------------------	--	---------------------

**FEE SCALE**

**CM Fee Proposal**

**Electronic Access Control, Phase 2: James Monroe ES**

**Construction Budget**

**\$850,120**

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$850,120.02	\$ 46,756.60
<b>TOTALS:</b>		<b>\$ 850,120</b>	<b>\$ 46,756.60</b>

45.00%	Preconstruction		\$ 21,040.47
50.00%	Construction		\$ 23,378.30
5.00%	Post Construction		\$ 2,337.83
			<b>\$ 46,756.60</b>

**Billings**

2025 August	Preconstruction		\$ 4,208.09
September	Preconstruction		\$ 4,208.09
October	Preconstruction		\$ 4,208.09
November	Preconstruction		\$ 4,208.09
December	Preconstruction		\$ 4,208.09
2026 January	Construction		\$ 5,844.58
February	Construction		\$ 5,844.58
March	Construction		\$ 5,844.58
April	Construction		\$ 5,844.58
May	Post Construction		\$ 779.28
June	Post Construction		\$ 779.28
July	Post Construction		\$ 779.28
			<b>\$ 46,756.60</b>

**Reimbursable Expenses**

1.50%	of Budget	\$850,120.02	\$12,751.80
-------	-----------	--------------	-------------

<b>TOTAL PROPOSAL COST</b>		<b>\$ 59,508.40</b>
----------------------------	--	---------------------

**FEE SCALE**

**CM Fee Proposal**

**Electronic Access Control, Phase 2: Luther Burbank ES**

**Construction Budget**

**\$776,197**

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$776,196.54	\$ 42,690.81
<b>TOTALS:</b>		<b>\$ 776,197</b>	<b>\$ 42,690.81</b>

45.00%	Preconstruction		\$ 19,210.86
50.00%	Construction		\$ 21,345.40
5.00%	Post Construction		\$ 2,134.54
			<b>\$ 42,690.81</b>

**Billings**

2025 August	Preconstruction		\$ 3,201.81
September	Preconstruction		\$ 3,201.81
October	Preconstruction		\$ 3,201.81
November	Preconstruction		\$ 3,201.81
December	Preconstruction		\$ 3,201.81
2026 January	Preconstruction		\$ 3,201.81
February	Construction		\$ 5,336.35
March	Construction		\$ 5,336.35
April	Construction		\$ 5,336.35
May	Construction		\$ 5,336.35
June	Post Construction		\$ 711.51
July	Post Construction		\$ 711.51
August	Post Construction		\$ 711.51
			<b>\$ 41,979.30</b>

**Reimbursable Expenses**

1.50%	of Budget	\$776,196.54	\$11,642.95
-------	-----------	--------------	-------------

<b>TOTAL PROPOSAL COST</b>		<b>\$ 53,622.24</b>
----------------------------	--	---------------------







# PROJECT ASSIGNMENT 22 - CORRECTED

Final Audit Report

2025-07-29

Created:	2025-07-28
By:	Theresa Novotny (theresa@greystonewest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi4idYAvrgiavLBoieW0D6mq-CcoB66pu

## "PROJECT ASSIGNMENT 22 - CORRECTED" History

-  Document created by Theresa Novotny (theresa@greystonewest.com)  
2025-07-28 - 6:52:21 PM GMT
-  Document emailed to Damien Lee (damien@greystonewest.com) for signature  
2025-07-28 - 6:52:28 PM GMT
-  Email viewed by Damien Lee (damien@greystonewest.com)  
2025-07-28 - 7:48:02 PM GMT
-  Email viewed by Damien Lee (damien@greystonewest.com)  
2025-07-29 - 6:57:38 PM GMT
-  Document e-signed by Damien Lee (damien@greystonewest.com)  
Signature Date: 2025-07-29 - 6:58:45 PM GMT - Time Source: server
-  Agreement completed.  
2025-07-29 - 6:58:45 PM GMT

Contract Number:

4



August 27, 2025

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

**Reference: PO Increase for Blueprint Transfer Project**

Erik:

Greystone West Company is requesting an increase to PO P24-02355 in the amount of \$50,000 to complete the District's *Blueprint Transfer to PDF Project* consisting of the following services:

1. Catalog all remaining Drawing Sets stored at Greystone West Company
2. Create Shared Database for Tracking/Updating & Transfer Requests of Current/Future Projects
3. Transfer Hard Copy Drawing Sets to PDFs on Portable Drives
4. Dispose of Hard Copy Drawing Sets per District

Greystone West Company will complete the services on a time & materials basis, with an initial not-to-exceed estimate of \$50,000, to be billed monthly. The total fee for this project, should this PO increase be approved, is \$150,000.

Please call me should you have any questions.

Best Regards,

*Theresa Novotny*

Theresa Novotny  
Accounting Dept.

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*

August 18, 2025

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

**SUBJECT:   REQUEST FOR PROPOSAL  
              PRE-RENOVATION ASBESTOS & LEAD INSPECTION  
              BUILDINGS C, E & LIBRARY, ALBERT BIELLA ELEMENTARY  
              2140 JENNINGS AVENUE, SANTA ROSA, CALIFORNIA**

Dear Mr. Feliciano:

Enclosed you will find NorBay Consulting’s proposal for conducting a pre-renovation asbestos and lead inspections of Buildings C, E & Library on the campus of Albert Biella Elementary School. All three buildings are scheduled to undergo significant renovation activities thus the need for this inspection as per Cal-OSHA and Bay Area Air Quality Management District (BAAQMD) regulations.

## **NORBAY CONSULTING PROPOSAL**

Our proposed scope of work includes the following:

- Collect bulk samples of suspected asbestos containing building materials within the path of construction.
- 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 within the path of construction utilizing a 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	\$ 1,300.00
• Sample Analysis	90 PLM @ \$ 27.00 ea.	\$ 2,430.00
• Sample Analysis	7 PC @ \$ 90.00 ea.	\$ 630.00**
• Report Generation	Flat Rate	\$ 200.00

Request for Proposal  
Pre-Renovation Asbestos and Lead Inspection  
Buildings C, E & Library – Albert Biella Elementary School  
2140 Jennings Avenue, Santa Rosa, California

- **TOTAL PROPOSAL** **\$ 3,930.00**
- **TOTAL PROPOSAL IF POINT COUNT IS NEEDED** **\$ 4,560.00\*\***

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



Mr. Erik Oden  
Executive Director Facilities, Maintenance, and Operations  
Santa Rosa City Schools  
110 Stony Point Rd., Unit 225  
Santa Rosa CA 95401

August 1, 2025

SUBJECT: PROPOSAL TO PREPARE CEQA DOCUMENTATION FOR THE ALBERT BIELLA  
ELEMENTARY SCHOOL MODERNIZATION PROJECT

Dear Mr. Oden;

We would be pleased to prepare the CEQA documentation for the Albert Biella Elementary School Modernization Project. I understand the project to entail site improvements and new play yards, reconfiguration and modernization of Building C kindergarten classrooms, reconfiguration and modernization of Building E classroom pod, and reconfiguration and modernization of two Building F portables at the existing school. This work may be approvable under the Class 1 CEQA exemption, which applies to repair, renovation, and minor alterations to existing facilities (assuming no exceptions to the exemption apply).

We propose to complete the following tasks.

- Coordinate with the project engineer, review project site plans, review published information, and consult with the project engineers to determine if the Class 1 Exemption applies (and no exceptions apply).
- Assuming the project qualifies for the exemption, 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 exemption and exceptions.

We propose to conduct this analysis for a fee not to exceed \$1080 (6 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:

*7*

---



Mr. Erik Oden  
Executive Director Facilities, Maintenance, and Operations  
Santa Rosa City Schools  
110 Stony Point Rd., Unit 225  
Santa Rosa CA 95401

August 1, 2025

**SUBJECT: PROPOSAL TO PREPARE CEQA DOCUMENTATION FOR THE SANTA ROSA HIGH SCHOOL PARKING LOT IMPROVEMENTS PROJECT**

Dear Mr. Oden;

We would be pleased to prepare the CEQA documentation for the Santa Rosa High School Parking Lot Improvements Project. I understand the project to entail repaving of the parking lot, installing 12-foot light poles around the lot, adding flashing at adjacent buildings, and renovating a restroom in the Media Center building. The work may qualify for Exemption under CEQA Categorical Exemption, Class 1 which applies to repair, renovation, and minor alterations to existing facilities (assuming no exceptions to the exemption apply).

We propose to complete the following tasks.

- Coordinate with the project engineer, review project site plans, review published information, and consult with the project engineers to determine if the Class 1 Exemption applies (and no exceptions apply).
- Assuming the project qualifies for the exemption, 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 exemption and exceptions.

We propose to conduct this analysis for a fee not to exceed \$1080 (6 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:

8

# Hagstrom & Sons Tree Service

PO Box 2081 Santa Rosa, CA 95405

[www.hagstromandsonstreeservice.com](http://www.hagstromandsonstreeservice.com)

[hagstromandsons@gmail.com](mailto:hagstromandsons@gmail.com)

Office: (707) 579-4374

July 30, 2025

## INVOICE

Page 1

Invoice #: 4066

Eric Oden  
Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401

Home:  
Office: 707-528-5388  
Mobile: 707-621-0841

Invoice Date: 6/12/2025  
Proposal #: 6754  
Customer #: 1017  
SalesRep: RH  
Terms in Days : 10  
Due Date 6/22/2025

Fax:  
[eoden@srcs.k12.ca.us](mailto:eoden@srcs.k12.ca.us)

**Job Site:** 13

David  
Elsie Allen High School  
599 Bellevue Ave  
Santa Rosa, CA 95407

Phone1

Phone2

Item#	Quantity	Service(s) Performed	Completed	Discount	Adjust	Item Amount
1		Building Clearance	Trees	06/11/25		12,480.00

InvSubTotal: 12,480.00

Invoice Adjustment: 0.00

InvoiceTotal: 12,480.00

Deposits/Credits: 0.00

**Invoice Balance: 12,480.00**

Thank you for your business, please do not hesitate to contact us concerning any questions you may have.