

Contract Number:

1

Date: August 19, 2025

Project No. 25204

## **Addendum No. 1 to Agreement Signed August 16, 2025**

All terms and conditions of the original agreement referenced above shall apply to these additional services.

Client:	<b>Santa Rosa City Schools</b>	Consultant:	<b>Adobe Associates, Inc.</b>
Name:	Attn: Brian Cameron	Name:	Aaron R. Smith, PLS 7901
Address:		Address:	1220 N. Dutton Avenue
City, St, Zip:		City, St, Zip:	Santa Rosa, CA 95401
Phone:		Phone:	(707) 541-2300
Email:		Email:	asmith@adobeinc.com

**Site Address: Helen Lehman Elementary School-1700 Jennings Avenue, Santa Rosa**

### **Scope of Services**

#### **Task 2) Boundary Retracement (Survey)**

We will calculate the record map (117 Maps 9) and search and locate at least 4-6 monuments from that mapping so we can represent the boundary lines as shown on this record map onto our topographic mapping. We can only show boundary lines from this map, and we will need a title report to assess other boundary lines and right of way takes for roads. If we need to reflect additional boundary lines based on the title report then we may need to file a new Record of Survey, and we can discuss that when and if needed.

**Fee: \$3,250**

#### ***Accepted and agreed to by Client:***

Client:	<b>Santa Rosa City Schools</b>	Consultant:	<b>Adobe Associates, Inc.</b>
Signature:	_____	Signature:	_____
Authorized Signer Name:	_____	Name:	Aaron R. Smith
Title:	Client	Title:	Principal Land Surveyor
Date Signed:	_____	Date Signed:	_____

*This proposal is valid for 60 days.*

## **FEE SCHEDULE FOR 2025**

### **SERVICES**

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

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

---

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

Contract Number:

2

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated Sept 10, 2025, for reference purposes only, and is made by and between the Santa Rosa Elementary School District and Santa Rosa High School District (“District”) and Terraphase Engineering Inc. (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on September 12, 2025. Consultant shall diligently perform as required and complete performance by September 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of \$161,740.00. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

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

#### 11. Termination.

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

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

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

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

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

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

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

### 13. Insurance.

#### 13.1 Insurance Requirement

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

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

\$1,000,000 per occurrence  
\$ 100,000 fire damage  
\$ 5,000 med expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage  
\$1,000,000 per occurrence/ \$1,000,000 aggregate

Sexual Abuse and Molestation coverage  
\$1,000,000 per occurrence/ \$1,000,000 aggregate

### 13.2. Proof of Carriage of Insurance.

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

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

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant

observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

17. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

20. Fingerprinting of Employees.

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

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

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

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

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

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

21. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

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

23. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performance.

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

24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

26. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

<b>If to the District:</b> Lisa August Interim Superintendent Santa Rosa City Schools 110 Stony Point Rd., Suite 210 Santa Rosa, CA 95401	<b>If to the Contractor:</b> Barbara Wu Heyman Principal, Environmental Planning Terraphase Engineering, Inc. 1300 Clay Street, Suite 1000 Oakland, California 94612
--	---

Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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

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

36. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

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

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

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

<b>CONSULTANT: TERRAPHASE ENGINEERING, INC.</b> By: _____ Name: _____ Title: _____ Date: _____	<b>SANTA ROSA CITY SCHOOLS</b> By: _____ Name: <u>Lisa August</u> _____ Title: <u>Interim Superintendent</u> Date: _____
--	--

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: \_\_\_\_\_

Name of Consultant: Terrephase Engineering, Inc.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

<p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	
--	--

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

*(Consultant REQUIRED to complete.)*

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

- ☐ Consultant’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant’s services under this Agreement.
- ☐ Consultant’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement, and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subconsultants, agents, and subconsultants’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*
- ☐ Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Consultant’s services under this Agreement.
- ☐ Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:
  - ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
  - ☐ Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the

Department of Justice has ascertained has not been convicted of a violent or serious felony.

- Surveillance of Employees by District personnel.

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

**MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE:**

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

<p><b><u>CONSULTANT</u></b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	
--	--

**MUST BE COMPLETED BY DISTRICT’S AUTHORIZED REPRESENTATIVE:**

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

<p><b><u>DISTRICT</u></b></p> <p>By: _____</p> <p>Name: <u>Lisa August</u></p> <p>Title: <u>Interim Superintendent</u></p> <p>Date: _____</p>	
---	--

**HEALTH SCREENING CERTIFICATION**

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

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

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

\_\_\_\_\_  
[Attach and sign additional pages, as needed.]

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

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

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

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_

Consultant Signature: \_\_\_\_\_

Date \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ or Tax ID: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

648-102/6759457.1



August 1, 2025

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

*sent via e-mail to [facilities@srcs.k12.ca.us](mailto:facilities@srcs.k12.ca.us)*

**Subject: Response to RFP for CEQA Consultant Services – District Office and Education Center Project at 211 Ridgway Avenue, Santa Rosa**

To Whom It May Concern:

Terraphase Engineering Inc. (Terraphase) is pleased to submit this proposal to provide environmental documentation services in accordance with the California Environmental Quality Act (CEQA) for the Santa Rosa City School District's (District's) proposed District Office and Education Center Project (Project). As requested in the RFP, we have included scopes of work and associated fees for the preparation of either a Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR).

## Project Management and Team

Barbara Heyman will serve as the Project Manager. With over 25 years of experience in environmental and school facilities planning, Barbara has led CEQA efforts for two major K–12 bond programs. Most recently, she successfully managed the EIR process for the San Rafael City Schools' Terra Linda High School Modernization Project. For a reference, the District may contact Tim Ryan, Senior Director of Strategic Facility Planning, at (415) 299-3816 or [tryan@srcs.org](mailto:tryan@srcs.org).

As the primary point of contact, Barbara will coordinate closely with the District and CEQA project teams, ensuring the environmental document is both adequate and legally defensible. She will oversee CEQA compliance with all applicable state and local requirements and ensure timely, high-quality, and cost-effective delivery of services. Barbara will be supported by Trent Wilson, CEQA Technical Specialist, who will provide quality control, along with a team of in-house technical experts specializing in air quality, energy, greenhouse gas (GHG) emissions, and cultural resources. If required, Terraphase will retain Garland Associates to prepare a transportation study, which is included as an optional task in this proposal.

## Project Understanding

The proposed Project involves the reconstruction of the District Administration Office and modernization of the Maintenance and Operations (M&O) Building at 211 Ridgway Avenue in Santa Rosa, Sonoma County. The Project site encompasses approximately 7 acres within a larger 50-acre parcel (APN 180-470-007) owned by the District. It is bordered by the Call Child Development Center to the north, a grass ballfield to the northeast, Ridgway High School to the east, residential uses to the south, and government facilities and U.S. Highway 101 to the west.

The Project includes demolition of existing permanent and portable structures and construction of a new, approximately 51,000-square-foot building to house the District's administrative operations and Adult-Student Transitions Program. The new facility will feature varied rooflines, with the tallest point reaching 36 feet above finished grade. Additionally, the Project includes renovation of approximately 11,100 square feet of the existing M&O building, which will incorporate a new truck wash and child nutrition services. Site improvements will be made around both buildings, including rehabilitation of the maintenance yard and parking lot. Construction is anticipated to begin in summer 2026.

Importantly, the users of the new and modernized facilities currently operate at the Project site. Therefore, the Project will not result in new or expanded operations.

## CEQA Approach

As the public agency with primary responsibility for carrying out and approving the Project, the District will serve as the lead agency under CEQA. As such, the District is responsible for identifying potentially significant environmental impacts and implementing feasible mitigation measures, as appropriate.

Although the Project includes some classroom space for the Student Transition Program, the majority of proposed improvements are non-classroom in nature. Based on our current understanding, the District may be required to comply with applicable policies and regulations under the City of Santa Rosa's General Plan, Zoning Code, and Municipal Code.

Drawing on Terraphase's understanding of the Project and its environmental setting, as well as our extensive CEQA expertise and experience with similar projects, we believe it is likely that any potentially significant environmental impacts can be mitigated to a less-than-significant level. In that case, an MND may be sufficient to satisfy CEQA requirements. However, technical analysis conducted during the CEQA process will determine whether the Project would result in significant impacts that cannot be fully mitigated. If such impacts are identified, preparation of an EIR would be required. This proposal includes detailed scopes of work, cost estimates, and schedules for both the MND and EIR pathways.

## Scope of Work

The following scope outlines the tasks required for the preparation of either an MND or an EIR, including technical studies to ensure full compliance with CEQA.

### Task 1: Project Initiation

#### Task 1.1: Kickoff Meeting

Terraphase's Project Manager will participate in a kickoff meeting with the District's Project Team to:

- Discuss the Project and gather available information and studies
- Establish communication protocols and meeting schedules
- Confirm the CEQA approach, timeline, and key deliverables
- Refine the overall work program, as needed



Prior to the meeting, Terraphase will prepare an agenda and a draft work plan/schedule for discussion. Following the meeting, we will develop a detailed CEQA schedule aligned with the Project timeline, provide a list of action items, and distribute meeting notes with clearly defined responsibilities.

#### Deliverable(s)

- Kickoff meeting attendance and materials
- Project schedule and data needs

#### Task 1.2: Project Description

Terraphase will conduct general photo-documentation of the Project site and surrounding area to support the environmental setting analysis.

Based on the site visit and information provided by the District, Terraphase will prepare a comprehensive Project Description that includes:

- Project site boundaries and location
- Proposed improvements, uses, and operations
- Construction activities and assumptions

A clear and well-organized Project Description is essential for a defensible CEQA document and will directly inform defensible environmental analyses. One round of District review is assumed.

#### Assumptions

It is assumed the District will provide the following materials to support development of the Project Description:

- Updated Project plans (demolition, grading, landscape, utility, etc.)
- Proposed off-site improvements (e.g., drainage, roadway, utility connections)
- Description of existing and proposed site uses and operations, including any relocations
- Operational details during construction
- Construction staging areas and erosion control best management practices
- Construction schedule, grading/excavation/paving quantities, and equipment list by phase
- Project technical studies, including but not limited to:
  - Arborist Report
  - Geotechnical Investigation
  - Hydrology/Drainage Study
  - Low Impact Development Plan

#### Deliverable(s)

- Draft and final Project description (MS Word and PDF formats)



## Task 2: Technical Analysis

### Task 2.1: Air Quality and Greenhouse Gas Emissions

Terraphase will prepare an air quality and GHG emissions analysis to evaluate potential impacts associated with the Project. The analysis will be consistent with the current methodology of the Bay Area Air District (BAAD; formerly Bay Area Air Quality Management District [BAAQMD]), including BAAD's CEQA Air Quality Guidelines and GHG Justification Report for projects within the San Francisco Bay Area Air Basin (SFBAAB). Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the California Emissions Estimator Model (CalEEMod). The analysis will be included as data tables in an appendix to the environmental document.

**Construction Phase.** Based on the proposed improvements and BAAD's CEQA Guidelines, Terraphase will estimate the increase in short-term criteria air pollutant emissions from project-related construction activities. The analysis will be based on the individual construction schedule, durations, demolition debris amount, earthwork movement (if applicable), and anticipated equipment for each construction subphase, as provided by the District. Where information is unavailable, Terraphase will use CalEEMod defaults, as appropriate, and work with the District to develop the construction assumptions. Average daily construction emissions will be compared to the BAAD regional significance thresholds for construction. If necessary, Terraphase will identify mitigation measures to reduce potentially significant project-related construction impacts.

**Off-Site Construction Health Risk Assessment.** BAAD requires projects to evaluate the impacts of construction activities on nearby sensitive receptors. The nearest off-site sensitive receptors are students of Call Child Development Center, Ridgway High School, and Santa Rosa High School, in addition to the adjacent residences surrounding the project site. The students and residents at these locations would be potentially impacted from construction activities related to the proposed improvements. Terraphase will prepare a qualitative assessment to analyze the Project's off-site community health impacts to these sensitive receptors from toxic air contaminant (TAC) and fine inhalable particulate matter (PM<sub>2.5</sub>) emissions from project-related diesel-powered construction equipment, vehicles, and fugitive dust. This will propose mitigation measures to reduce the impacts of TACs to sensitive receptors such as using Tier IV engines and/or alternative fueled construction equipment, phasing of more intense construction periods during school breaks or hours when students are not present on campus.

Alternatively, as an optional task, construction emissions can be quantified using the latest version of the CalEEMod program and will be based on anticipated construction activities, phasing, equipment mix, and soil haul volumes (if applicable) provided by the District to prepare a screening level health risk assessment (HRA) that will evaluate the concentration of TACs and PM<sub>2.5</sub> generated at the nearest off-site sensitive receptors. Dispersion modeling will be performed using a BAAD-accepted computer-based model (e.g., AERMOD). Cancer and toxicity data published by the California Environmental Protection Agency (Cal-EPA) and OEHHA will be used to estimate long-term and short-term (acute) health impacts for off-site sensitive receptors. If necessary, measures to reduce health impacts from short-term construction activities will be considered for inclusion in the Project as mitigation measures. Initial



results of the screening HRA will be used to inform next steps for the project, either to revise to a more detailed HRA, consider additional mitigation, or determination of significant and unavoidable impacts. If necessary, a revised scope of work would be prepared to incorporate changes if desired beyond the screening HRA.

The modeling is limited to one source model change and one change to the emissions after the preliminary results are prepared. Subsequent rounds of revisions may increase costs, for which a separate scope of work can be prepared.

**Operational Phase.** Implementation of the Project is not anticipated to result in an increase in use or operation of the Project Site. If it does, it could generate an increase in mobile source (i.e., vehicle trips) emissions in addition to emissions from water demand and solid waste generation (e.g., trash) compared to what is occurring now. The Project could result in electricity demand to power the proposed lighting during evening school-related practices and events. Terraphase will model the net change in emissions from these sources resulting from implementation of the Project. Mobile-source emissions will be based on the vehicle trip generation data provided by Garland Associates. Additionally, Terraphase will coordinate with the District to estimate the number of additional practices and events that could be held per year and those that would require use of the new lighting. Furthermore, we will also coordinate and confirm with the District on the anticipated increase in the number of spectators. Total emissions from construction activities will be amortized into the GHG emissions inventory. Criteria air pollutant and GHG emissions will be compared to the applicable BAAD or lead agency significance thresholds. Per the BAAD CEQA Guidelines, one of the criteria needed to determine a less-than-significant GHG emissions impact would be for any new building to be all-electric with no natural gas connection.

**Other Areas of Impact.** Sonoma County is currently designated nonattainment under the National and/or California ambient air quality standards (AAQSs) for ozone (O<sub>3</sub>) and PM<sub>2.5</sub>. BAAD has adopted an Air Quality Management Plan (AQMP) to ensure the SFBAAB as a whole, including Sonoma County, can attain the long-term National and California AAQSs. Terraphase will provide a consistency evaluation of the Project's regional emissions to BAAD's AQMP. Furthermore, the SFBAAB has been designated in attainment for carbon monoxide (CO) under both the California and National AAQSs. Therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. Odor impacts will also be described qualitatively.

A general discussion of how health impacts relate to criteria pollutant concentrations will be discussed as well as a description of information that would be needed that is not readily available and is speculative to model the combined criteria pollutant concentrations including background and the project. This addresses the concerns brought up in *Sierra Club v. County of Fresno* (2018) (Friant Ranch Decision).

**Project Consistency with Plans Adopted to Reduce GHG Emissions.** Terraphase will provide a discussion on the GHG reduction goals of Senate Bill (SB) 32, Assembly Bill (AB) 1279, and SB 375. To achieve the GHG reduction targets SB 32 and AB 1279, the California Air Resources Board (CARB) adopted the 2022 Scoping Plan Update. In addition, the Association of Bay Area Governments/Metropolitan Transportation Commission has adopted a regional transportation plan/sustainable communities



strategy (Plan Bay Area 2050) to ensure that the Bay Area can attain the regional transportation-related GHG reduction goals of SB 375. Some local agencies such as City or Counties have developed Climate Action Plans or Sustainability Plans which if applicable will be evaluated. The GHG analysis will include a consistency evaluation of the project with these applicable state, regional, and if applicable local plans adopted for the purpose of reducing GHG emissions.

## Task 2.2: Cultural Resources

**Record Search and Literature Review.** Terraphase will conduct a background records search at the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS) to identify previous cultural resource studies and documented resources within the vicinity of the Project site. The search radius will extend 1/8 mile for built environment resources and 0.5 miles for archaeological resources. The cost of the records search is assumed not to exceed \$650.

In addition, Terraphase will perform a literature review of environmental, prehistoric, ethnohistoric, and historical sources to provide cultural context and assess the potential for buried archaeological resources within the Project area.

Terraphase will submit a request to the Native American Heritage Commission (NAHC) for a search of the Sacred Lands File and a list of Native American contacts who may have knowledge of cultural resources in or near the Project site. A separate list of contacts appropriate for AB 52 consultation will also be requested. The results of the NAHC search will be appended to the technical memorandum.

**Pedestrian Field Survey.** A qualified professional archaeologist will conduct an intensive pedestrian survey of the Project site to identify and document any cultural resources that may be present. For any previously recorded sites, existing documentation will be reviewed and updated based on current site conditions. Newly identified resources will be recorded using the appropriate California Department of Parks and Recreation (DPR) 523 Series forms, and their locations will be documented using Global Positioning System (GPS) technology. This scope assumes that no more than one archaeological resource will be identified and that no resources will require evaluation by an architectural historian.

**Technical Memorandum.** Terraphase will prepare a technical memorandum summarizing the methods and results of the cultural resources study. The memorandum will include:

- A description of the background research, field survey, and any coordination with the NAHC
- Documentation of any cultural resources identified within the Project site
- An assessment of the site's sensitivity for buried archaeological resources
- Recommendations for further action, if warranted

The final memorandum, along with any associated DPR 523 forms, will be submitted to the NWIC for inclusion in the CHRIS.

**AB 52 Tribal Consultation Support.** Preparation of an MND or an EIR triggers tribal consultation under AB 52, codified in Public Resources Code Section 21080.3.1. AB 52 establishes a formal process for consultation between CEQA lead agencies and California Native American tribes. In coordination with the District, Terraphase will prepare draft consultation letters for tribes that have either previously



requested AB 52 notification or are identified by the NAHC. These letters will invite tribes to participate in consultation with the District.

Because AB 52 consultation must occur on a government-to-government basis, Terraphase will provide suggested letter text for issuance under District letterhead. Terraphase will assist by emailing and mailing the letters on the District's behalf and will maintain a correspondence log. Should any tribes respond and request consultation, the District will lead the process. Terraphase will be available to support the District by attending up to two virtual consultation meetings, if requested and approved by the participating tribe(s).

### Task 2.3: Energy Consumption

Terraphase will evaluate the Project's energy impacts in accordance with Public Resources Code Section 21100(b)(3) and Appendices F and G of the CEQA Guidelines. These provisions require an assessment of whether a project would result in the wasteful, inefficient, or unnecessary consumption of energy, and whether it would conflict with applicable plans for renewable energy or energy efficiency. Although there are no established state or local thresholds of significance for determining wasteful or inefficient energy use in residential or institutional projects, Terraphase will quantify the anticipated energy consumption associated with both Project construction and operations. These estimates will then be compared to overall energy consumption levels in Sonoma County to provide context and support a significance determination.

### Task 2.4: Phase 1 Environmental Site Assessment (Optional)

Given the Project Site's historical use for administrative, maintenance, and operations activities, there is potential for soil contamination that could pose hazards to construction workers and future site occupants. To assess this risk, Terraphase proposes preparing a Phase I Environmental Site Assessment (ESA).

The Phase I ESA will be conducted in accordance with:

- ASTM E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process
- U.S. EPA's All Appropriate Inquiries (AAI) Rule (40 CFR Part 312), as amended December 15, 2022
- California Education Code Sections 17210(b) and 17213.1(a), incorporating evaluation criteria from the Department of Toxic Substances Control (DTSC) Brownfields Restoration and School Evaluation Branch

The assessment will be conducted under the supervision of an environmental professional as defined by ASTM E1527-21. Terraphase will perform the following tasks in general accordance with ASTM E1527-21:

1. Records Review – Review of historical documents, regulatory databases, and environmental records
2. Site Reconnaissance – Visual inspection of key areas of the property by foot or vehicle (excluding entry into water bodies)



3. Interviews – Discussions with current and past owners, operators, and occupants, as applicable
4. Report Preparation – Compilation of findings into a comprehensive Phase I ESA report

Prior to the site visit, Terraphase will review relevant documents provided by the District and property owner. This includes evaluating the potential for exposure to hazardous materials such as methane and naturally occurring hazardous substances, in accordance with Education Code Section 17210.1(a)(1) and (2). The final report will include a recommendation stating either:

- No further investigation is warranted, or
- A Preliminary Endangerment Assessment (PEA) or Phase I ESA Addendum is recommended to further evaluate potential environmental concerns

Terraphase assumes the District will provide:

- Copies of any previous environmental investigations (e.g., prior Phase I/II ESAs, PEAs, remediation plans, completion reports)
- A current title report for the subject property

Note: This scope does not include evaluation of “Non-Scope Considerations” as defined in ASTM E1527-21, such as asbestos, radon, lead-based paint, wetlands, wildlife, historical/archaeological resources, or regulatory compliance.

## Task 2.5: Noise and Vibration

Terraphase will conduct a noise and vibration analysis to evaluate potential impacts associated with the Project. The analysis will reference applicable local and state noise standards, which will serve as the basis for determining the significance of potential impacts and the need for mitigation. The Project involves the redevelopment and modernization of existing District administrative and support facilities within an area characterized primarily by residential and institutional land uses. Because the Project represents a redevelopment of existing uses, a baseline noise survey is not proposed. Instead, background sound levels will be estimated using the American National Standards Institute (ANSI) Standard – Quantities and Procedures for Description and Measurement of Environmental Sound, Part 3, which provides typical ambient noise levels based on land use and population density.

**Construction Noise and Vibration.** Construction noise levels will be modeled using the Federal Highway Administration (FHWA) Roadway Construction Noise Model, based on anticipated construction equipment. Noise will be evaluated in terms of hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at nearby noise-sensitive receptors. Vibration impacts will be assessed using guidance from the California Department of Transportation (Caltrans), focusing on potential effects to nearby structures and human sensitivity.

**Operational Noise.** The Project’s contribution to long-term noise levels will also be evaluated, including potential increases in off-site traffic noise. According to the Caltrans Technical Noise Supplement to the Traffic Noise Analysis Protocol, a doubling of traffic volume is typically required to produce a perceptible increase in noise levels. If traffic volumes on nearby roadways are expected to double as a result of the



Project, off-site mobile source noise will be quantified using the FHWA Traffic Noise Prediction Model (FHWA-RD-77-108). Otherwise, traffic noise impacts will be addressed qualitatively.

### Task 2.6: Transportation (Optional)

If the Project results in expanded use or operations at the Site, Terraphase will retain Garland Associates to evaluate potential transportation and circulation impacts. The analysis will address the transportation-related criteria outlined in the CEQA Guidelines, including:

1. Impacts on transit, roadway, bicycle, and pedestrian facilities
2. Vehicle miles traveled (VMT)
3. Transportation-related safety hazards
4. Emergency access

To support this analysis, an inventory will be conducted of surrounding streets, sidewalks, bike lanes, and public transit routes. The study will also assess the safety and operational characteristics of the Project site's driveways, parking areas, internal circulation aisles, and emergency access routes. A qualitative VMT analysis will be included.

**Data Needs.** To conduct the analysis, the District will need to provide information on:

- Existing uses and operations at the Project site
- Proposed changes in use, including hours of operation, number of employees, and other relevant operational details

This information will be used to compare existing and proposed traffic generation patterns.

**Methodology.** Access streets will be inventoried for physical characteristics such as:

- Number of lanes
- Traffic control devices
- Sidewalk and crosswalk locations

Traffic conditions will be evaluated based on daily and peak-hour traffic volumes. The Project's traffic impacts will be assessed by estimating traffic generated by proposed activities and conducting a before-and-after analysis of traffic volumes on nearby roadways.

### Deliverable(s)

- The methodology, assumptions, and findings from each technical analysis will be documented in the Initial Study. Supporting data and detailed analysis will be included as an Appendix (MS Word and PDF formats).

### Assumptions

- The results of the technical analyses conducted under Task 2 will determine whether the Project may result in potentially significant environmental impacts. If all impacts can be mitigated to a less-



than-significant level, the District may proceed with preparation of an MND (i.e., proceed to Task 3). If any impacts are determined to be significant and unavoidable, the District will be required to prepare an EIR (i.e., proceed to Task 4).

### Task 3: Mitigated Negative Declaration

#### Task 3.1: Initial Study

Terraphase will prepare a Draft Initial Study that includes a comprehensive description of the Project and its environmental setting, a completed CEQA environmental checklist, and a detailed analysis of each environmental topic. Where applicable, mitigation measures will be identified to reduce potentially significant impacts to a less-than-significant level.

- Aesthetics
- Agriculture/Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- GHG Emissions
- Hazards/Hazardous Materials
- Hydrology/Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire
- Mandatory Findings

#### Task 3.1.1: Administrative Draft Initial Study

Following completion of the Project Description under Task 1, Terraphase will initiate preparation of the Administrative Draft Initial Study. This document will include:

- A detailed description of the Project and its environmental setting
- A completed CEQA environmental checklist
- Thorough analysis of each environmental topic area
- Identification of mitigation measures, where applicable

The analysis will be conducted in accordance with CEQA Guidelines Sections 15063, 15070, and 15072, and will follow the preferred format of the District. Each environmental topic will include a discussion of existing baseline conditions and an evaluation of: (1) Potentially significant impacts, (2) Potentially significant impacts unless mitigated, (3) Less-than-significant impacts, or (4) No impact. The Initial Study will also consider direct, indirect, and cumulative impacts, with clearly substantiated findings for each checklist question. Mitigation measures will be proposed where necessary to reduce impacts to a less-than-significant level.

The analysis will be based on available literature, including, but not limited to, the City of Santa Rosa adopted General Plan, General Plan EIR, applicable development codes, and the technical analysis outlined in this scope. Terraphase will submit the Administrative Draft Initial Study to the District for review and comment. If significant revisions or new information are introduced by the District during



document preparation, a budget amendment may be required to update the analysis. Terraphase will notify the District before proceeding.

#### Deliverable(s)

- Administrative Draft Initial Study (MS Word and PDF formats)

#### Task 3.1.2: Screencheck Draft Initial Study

Terraphase assumes one round of consolidated written comments from the District on the Administrative Draft Initial Study. To streamline the review process and avoid conflicting feedback, the District is requested to compile all comments into a single document. We will revise the document accordingly and provide a Screencheck Draft Initial Study with tracked changes and written responses to comments.

If the comment level is higher than anticipated and/or more than one iteration of review and revisions are required due to factors beyond the control of Terraphase (including project revisions and information not provided prior to the start of the initial study), the additional work may be considered out of scope and require a budget augmentation.

#### Deliverable(s)

- Screencheck Draft Initial Study (MS Word and PDF formats)

#### Task 3.1.3: Printcheck Draft Initial Study

Upon the District's approval of the Screencheck Draft Initial Study, Terraphase will conduct final edits, formatting, and QA/QC and prepare a Printcheck Draft Initial Study for final review. Upon receiving District approval, Terraphase will revise the document as needed and prepare the Public Review Draft Initial Study. A "proof" version of the Public Review Draft will be submitted to the District for final approval prior to release for the required 30-day public review period.

#### Deliverable(s)

- Printcheck Draft Initial Study (MS Word and PDF formats)

#### Task 3.2: Mitigated Negative Declaration

If the Initial Study concludes that all potential environmental impacts can be avoided or mitigated to less-than-significant levels, in accordance with CEQA Guidelines Section 15070, Terraphase will prepare the MND. A Notice of Intent (NOI) to Adopt will also be prepared, summarizing the purpose and content of the MND and clearly identifying the public comment period, contact person, and submission instructions. Upon District approval, Terraphase will upload the Initial Study and MND to distribute the NOI to up to 20 recipients, including responsible and trustee agencies, interested parties, and individuals identified in consultation with the District. Terraphase will file the NOI with the Sonoma County Clerk and State Clearinghouse, provided that the District approves Terraphase's request as a CEQA Submitter with the State Clearinghouse. It is assumed that the District will be responsible for:



- Publishing the NOI in a newspaper of general circulation
- Posting the NOI on the District's website

#### Deliverable(s)

- MND (MS Word and PDF formats)
- NOI (MS Word and PDF formats)
- Distribution of NOI to up to 20 recipients, as identified by the District

### Task 3.3: Responses to Comments

Following the close of the public review period, Terraphase will prepare Responses to Comments received on the Draft Initial Study and MND. Comments that do not pertain to the adequacy of the environmental analysis will be acknowledged but may not receive a detailed response unless deemed necessary by the District. Responses will be developed in coordination with the District and the Project team. Each comment will be assigned a unique reference number, and responses will be clearly linked to the corresponding comment. Any necessary changes to the Initial Study or MND text or graphics will be incorporated either directly in the responses or in an errata section.

A not-to-exceed budget of eight hours of Project Manager time is allocated for this task. If a large volume of comments is received or if certain comments require substantial additional research or analysis, the initial budget may be insufficient. In such cases, Terraphase will notify the District before exceeding the allocated hours to determine an appropriate course of action.

#### Deliverable(s)

- Response to Comments (MS Word and PDF formats)

### Task 3.4: Mitigation Monitoring and Reporting Program

Terraphase will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097. The MMRP will:

- Identify each mitigation measure adopted to reduce or avoid significant environmental effects
- Specify the timing of implementation
- Designate the responsible parties for monitoring and/or reporting

The MMRP will be formatted for inclusion in the staff report and for adoption by the decision-making body.

#### Deliverable(s)

- MMRP (MS Word and PDF formats)

### Task 3.5: Notice of Determination

Terraphase will prepare the draft text for the Board Report and Resolution recommending adoption of the MND, approval of the MMRP, and approval of the Project. Following Board action to adopt the MND



and approve the Project, Terraphase will prepare the Notice of Determination (NOD). The NOD will include all required information in accordance with CEQA Guidelines and will be filed with both the State Clearinghouse and the Sonoma County Clerk within five business days of Project approval, via overnight mail. It is assumed that the District will be responsible for payment of the California Department of Fish and Wildlife (CDFW) and Sonoma County Clerk filing fees; therefore, these costs are not included in Terraphase's cost proposal.<sup>1</sup>

#### Deliverable(s)

- NOD (MS Word and PDF format)
- Filing with State Clearinghouse and Sonoma County Clerk

### Task 4: Environmental Impact Report

#### Task 4.1: Notice of Preparation/Initial Study

Terraphase will prepare a draft Initial Study, as described in Task 3.1, to support a Notice of Preparation (NOP), which signals the beginning of the EIR process. The Initial Study will briefly consider whether all 21 topics listed in Task 3.1 will be studied in the EIR. Task 4.1 will undergo a process similar to that described under Tasks 3.1.1 through 3.1.3. It is anticipated that the Initial Study will eliminate the topics below from further evaluation in the EIR:

- Agriculture/Forestry Resources
- Land Use/Planning
- Mineral Resources
- Population/Housing
- Public Services
- Recreation
- Utilities/Service Systems
- Wildfire

Terraphase will prepare an NOP that meets the requirements of CEQA Guidelines Section 15082. The NOP will clearly identify the review time period, scoping meeting information, contact person, and address established for submitting responses.

Terraphase will submit the Initial Study and NOP to the District for review and approval. This scope of work assumes one round of review. After approval, Terraphase will reproduce and distribute the NOP and Initial Study to the State Clearinghouse; post the NOP with the Sonoma County Clerk; and distribute the NOP to up to 20 responsible and trustee agencies, other special interest groups, and individuals identified on a distribution list to be developed in consultation with the District. It is assumed that the District will be responsible for publishing newspaper notices, site postings, and uploading the documents on to the District's website.

---

<sup>1</sup> The 2025 CDFW filing fee is \$2,968.75 for an MND; this is subject to change each calendar year. The Sonoma County Clerk's administration fee is \$50.



#### Deliverable(s)

- Administrative, screencheck, and printcheck drafts of the Initial Study (MS Word and PDF formats)
- Notice of Preparation (MS Word and PDF formats)
- Distribution of NOP to up to 20 recipients, as identified by the District

#### Task 4.2: Draft Environmental Impact Report

##### Task 4.2.1: Administrative Draft EIR

The EIR will include the following sections in accordance with Article 9. Contents of Environmental Impact Reports of the CEQA Guidelines:

- Executive Summary
- Introduction
- Project Description
- Environmental Setting
- Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures
- Cumulative Impacts
- Consideration of Significant Effects
- Project Alternatives
- Organizations and Persons Consulted
- Other CEQA-Mandated Sections

Key to a defensible and flexible EIR will be a comprehensive Project description that will be analyzed in each topical section of the document as follows: (a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this Project, (b) define the criteria by which impacts will be determined to be significant, (c) determine the environmental changes that would result from the Project, (d) evaluate the significance of those changes with respect to the impact significance criteria (thresholds), (e) define mitigation measures to reduce or avoid all potentially significant adverse impacts, (f) provide a conclusion as to whether significant impacts would remain, even after successful implementation of recommended mitigation measures, and (g) address cumulative impacts of the Project and related Projects near the Project site. A conservative scenario approach will be followed for all analyses in the EIR.

It is anticipated that the EIR will address the following environmental topics: aesthetics, air quality, cultural resources, energy, geology/soils, GHG emissions, hazards/hazardous materials, hydrology/water quality, land use/planning, noise, tribal cultural resources, and utilities service systems. The analysis will be supported by the City of Santa Rosa public documents, including, but not limited to, the General Plan EIR, agency databases and records searches, and technical studies prepared by the District's Project team, such as a geotechnical investigations, drainage/hydrology studies, low-impact development plans, and VMT analysis, and those identified herein (see Task 2). The complete technical studies and supporting modeling information will be included in the EIR appendices.



- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- GHG Emissions
- Hazards/Hazardous Materials
- Hydrology/Water Quality
- Noise
- Transportation
- Tribal Cultural Resources

**Consideration of Significant Effects.** As required by CEQA, the EIR will identify and focus on the significant effects of the Project and include the following discussions, as required by CEQA Guidelines Section 15126.2:

- Effects Found Not to Be Significant
- Significant Unavoidable Impacts
- Significant Irreversible Changes
- Growth-Inducing Impacts

**Alternatives to the Proposed Project.** Alternatives to the Project will be defined and analyzed in compliance with CEQA Guidelines Section 15126(d) and in consultation with the District. Analysis of up to two development alternatives, including a reduced density development alternative, will be provided in addition to a required “No Project” alternative. Additional Project alternatives may require a budget amendment. Alternatives must be selected on the basis of their ability to: (1) avoid or reduce one or more of the Project’s significant impacts; and (2) feasibly attain most of the basic objectives of the Project. Alternatives considered but eliminated from further consideration will also be documented. The environmentally superior alternative will be identified; if it is the No Project Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

The completed administrative draft EIR will be submitted to the District for review.

#### Assumptions

- The final Project description does not substantially deviate from that completed under Task 1.2 Project Understanding.
- All requested information listed under Task 1.2 is provided prior to the start of Task 4.2.1.
- Visual simulations and Project renderings, if required, for the aesthetics/visual impact analysis are assumed to be provided by the District and/or its architect.

#### Deliverable(s)

- Administrative Draft EIR (MS Word and PDF formats)

#### Task 4.2.2: Screencheck Draft EIR

Terraphase will provide the screencheck Draft EIR with tracked changes and responses to any comments in the document. Terraphase’s Project Manager will virtually meet with the District to discuss and resolve any outstanding items. It is assumed that comments will be minimal and that no additional technical analysis would be required. This task assumes one round of review, including a total of eight



hours of the Project Manager's time for anyone on the CEQA team to address comments. Modification to the scope of work, budget, and time frame may be necessary if additional reviews are required.

#### Deliverable(s)

- Screencheck Draft EIR (digital MS Word and PDF files)

#### Task 4.2.3: Public Review Draft EIR

Following the District's review of the screencheck Draft EIR, Terraphase will provide a printcheck Draft EIR for the District's review. Upon final approval, Terraphase will revise the printcheck Draft EIR, prepare the public review draft, and submit a "proof" draft to the District for final approval prior to release for the 45-day public review period.

Terraphase will prepare the Notice of Completion (NOC) and Notice of Availability (NOA) for District approval and signature. Terraphase will distribute the NOC and NOA to the State Clearinghouse, Sonoma County Clerk, and to up to 20 recipients, including responsible and trustee agencies, other special interest groups, and individuals identified on a distribution list to be developed in consultation with the District (including those involved in the scoping process). It is assumed that the District will be responsible for all newspaper notices and will post the NOA on the District's website.

#### Deliverable(s)

- NOC (MS Word and PDF formats)
- NOA (MS Word and PDF formats)
- Distribution of NOA to up to 20 recipients, as identified by the District
- Public Review Draft EIR (MS Word and PDF formats)

#### Task 4.3: Final Environmental Impact Report

##### Task 4.3.1: Administrative Final EIR

While it is difficult to predict the exact volume of comments that will be received on the Draft EIR, our assumption is that similar to the MND, there will be a low level of response and complexity to the comments received. We will take a systematic approach to developing a Final EIR that involves these key steps: (1) efficiently catalogue, organize, and disseminate comments/assignments to the team; (2) flag any comments that require additional technical analysis or could potentially trigger Section 15088.5 of the CEQA Guidelines regarding recirculation; (3) isolate comments that can be addressed through master responses; and (4) develop a schedule and budget that reflects the level of effort needed.

As the first step, Terraphase will work closely with the District to index and bracket comment letters as they arrive. We will create an organized working spreadsheet to track all comment letters. Should any comments require substantial new information or analysis, these will be flagged immediately for team discussion, as additional scope may be required.

Following receipt of all comments on the Draft EIR, written responses will be prepared for each comment. Similar to Task 3.3, an estimated budget of eight hours of the Project Manager's time has been allocated for anyone on the Terraphase team to prepare responses to comments. The estimated budget assumes that no additional basic research will be required to respond to comments, and that the comments will be directed at the substance and technical adequacy of the EIR. The estimate of the level of effort in responding to comments is based on an assumed low level of public controversy. If attorney-provided comment letters or comments necessitate robust responses and/or new analytical information or modeling, Terraphase will alert the District immediately to discuss cost modification. Modification to the scope of work, budget, and time frame may be necessary if comments received from agencies or the general public require substantially increasing the scope of impacts and issues addressed in the EIR.

The Final EIR will contain an introduction describing the public review process for the Draft EIR, copies of all comment letters, and written responses to necessary comments. Master responses will be developed if appropriate, based on team discussions. Responses will focus on comments that address the adequacy of the Draft EIR. Comments that do not address EIR adequacy will be noted as such, and no further response will be provided unless deemed necessary by the District. Responses will be prepared by Terraphase with input from our in-house technical specialists, as needed. Should comments result in the need for revisions to Draft EIR text, changes will be shown in a tabular format to be Americans with Disabilities Act (ADA) compliant and provided in a dedicated chapter in the Final EIR. The Administrative Final EIR will be provided electronically to the District for review.

#### Deliverable(s)

- Administrative Final EIR (MS Word and PDF formats)

#### Task 4.3.2: Screencheck Final Environmental Impact Report

Terraphase will submit an electronic version of the screencheck Final EIR for District review. Upon receipt of District comments on the Final EIR, Terraphase will develop a revised screencheck Final EIR for review. It is assumed that District comments will be manageable and not result in larger-scale restructuring or revisions to the Final EIR.

#### Deliverable(s)

- Screencheck final EIR (digital MS Word and PDF files)

#### Task 4.3.3: Public Review Final Environmental Impact Report

Upon approval by the District team, the Final EIR will be distributed to commenting agencies at least 10 days prior to the District Board of Education's consideration of its certification and Project approval.

#### Deliverable(s)

- Public review Final EIR (MS Word and PDF files)



#### Task 4.4: MMRP, Findings of Fact, and Statement of Overriding Considerations

Terraphase will prepare the supporting approval documents for District review. This includes the MMRP; Findings; and, if necessary, Statement of Overriding Considerations. The MMRP will include all Project-specific measures identified to avoid, minimize, rectify, restore, rehabilitate, reduce, eliminate, or compensate for environmental impacts pursuant to Section 21081.6 of the Public Resources Code. The MMRP will either use the standard District format or one of our own formats after approval by the District. The MMRP will identify the potentially significant impacts that would result from the Project, required mitigation measures for each impact, Project phase for implementation of mitigation measures, the party responsible for implementing the mitigation measure, and the District department or other agency responsible for monitoring the mitigation effort and ensuring compliance. This will be based on the Final EIR's mitigation measures and conclusions. One round of comments from the District is assumed.

##### Deliverable(s)

- MMRP (MS Word and PDF formats)
- Draft Findings/Statement of Overriding Considerations (MS Word and PDF formats)
- Final MMRP, Findings/Statement of Overriding Considerations (MS Word and PDF formats)

#### Task 4.5: Notice of Determination

Assuming the District is the lead agency, Terraphase will draft the text for the Project's board report and resolution for the certification of the EIR, adoption of the MMRP and Findings, and approval of the Project. Terraphase will also prepare the NOD. If the District Board of Education takes action to certify the EIR and approve the Project, Terraphase will file the NOD with the State Clearinghouse and Sonoma County Clerk within five days of Project approval, via overnight mail. It is assumed that the District will provide payment of the CDFW and Sonoma County Clerk filing fees; thus, it is not included in our cost proposal.<sup>2</sup>

##### Deliverable(s)

- NOD (MS Word and PDF formats)
- NOD filing with State Clearinghouse and Sonoma County Clerk

#### Task 5: Meetings

##### Task 5.1: Virtual Project Meetings

Project meetings are anticipated to be virtual. We have found efficiency in document review by being able to share screens and make edits in real time via MS Teams. This scope includes up to four meetings with the District for an MND and eight meetings for an EIR to discuss work progress, resolve issues, and

---

<sup>2</sup> The 2025 CDFW filing fee is \$4,123.50 for an EIR; this is subject to change each calendar year. The Sonoma County Clerk's administration fee is \$50.



review comments on administrative documents. If additional meeting attendance is necessary, we will notify the District of the need for additional funds.

#### Assumptions and Exclusions

- This task assumes no in-person meetings. Terraphase's Project Manager and Technical Advisor can attend in-person meetings, including the Board of Education public hearing, if requested; however, in-person meeting attendance will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved. Thus, any potential public hearing attendance and preparation are not included in our cost proposal.

#### Deliverable(s)

- Attendance at four virtual meetings with the District and Project team (MND only)
- Attendance at eight virtual meetings with the District and Project team (EIR only)

#### Task 5.2: EIR Scoping Meeting (Optional)

If the District determines that a public scoping meeting is required, Terraphase can organize and conduct one virtual scoping meeting to present the Project and preliminary environmental topics that will be included in the EIR, and to solicit comments regarding the scope and content of the environmental issues to be addressed in the EIR. Terraphase will develop scoping meeting materials for use in the public meeting. For the purposes of this proposal, it is assumed that the scoping meeting will be virtual using Zoom or MS Teams. If various media are necessary that require additional coordination and materials (i.e., facilitation of both in-person and virtual), additional scope and fee will be necessary. Terraphase will develop a draft PowerPoint presentation for one round of review. One handout (i.e., the NOP and Initial Study) and sign-in sheets will be prepared by Terraphase. If multiple rounds of reviews or revisions are requested, additional scope will be necessary. It is assumed that the Project Manager and one Terraphase staff member will attend the virtual meeting. After the scoping meeting, Terraphase will prepare a meeting report summarizing the scoping meeting and cataloging the comments received.

#### Deliverable(s)

- Scoping meeting materials and attendance
- Report summarizing the scoping meeting

#### Task 6. Project Management

Terraphase's Project Manager will coordinate closely with the District to ensure that the CEQA documents are legally defensible, accurate, and useful tools for decision makers when considering the approval of the proposed Project. The Project Manager will be the key contact for the District and will be responsible for: (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with the District relative to the environmental document and the environmental review process; (3) coordination and communications with the Project team to ensure that policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the environmental documents; (4) ensuring that the environmental



review process satisfies the statutes and guidelines of CEQA and the City's CEQA procedures; and (5) representing the consultant team in public meetings and Project progress meetings if requested by the District. Project management includes regular check-in calls, team coordination, efficient invoicing and progress reporting, and general oversight of the process.

If the schedule is extended beyond the anticipated time frame for reasons beyond the control of Terraphase, additional time for ongoing Project management would be incurred, and an adjustment to our cost estimate may be required.

### Assumptions and Exclusions

- It is assumed that Project management for the MND will require 1.5 hours per week for an approximately 28-week-long process.
- It is assumed that Project management for the EIR will require 1.5 hours per week for an approximately 36-week-long process.

### Deliverable(s)

- Ongoing Project management for the duration of the MND or EIR process

## Proposed Schedule

Tables 1 and 2 provide approximate schedules for the preparation of the MND and EIR, respectively. Both schedules assume that the most recent Project plans and technical reports are available when the Project is initiated. The timeline also assumes timely review of draft documents by the CEQA lead agency. Project initiation will commence as soon as Terraphase receives a notice to proceed (NTP). For purposes of the proposal, however, the schedules assume a Project kickoff date of September 1, 2025.

- MND (28-week-long) Schedule (Table 1): 3/15/2026 completion
- EIR (36-week-long) Schedule (Table 2): 5/27/2026 completion

## Estimated Cost Proposal

Table 3, Cost Estimate, shows the anticipated fees to complete the environmental and technical services outlined in this proposal. The fees assume no changes to the Project description after it is drafted.

- MND Cost Estimate (Table 3)
  - With all Optional Tasks: \$111,110
  - Without Optional Tasks: \$89,660
- EIR Cost Estimate (Table 4)
  - With all Optional Tasks: \$161,740
  - Without Optional Tasks: \$138,640

The MND and EIR fees are based on Terraphase's Standard Fee Schedule included in Table 5, which includes a 10 percent discount for our school district clients. Per the RFP, the fees do not include mileage charges or per diem charges. Unless the analysis identifies technical studies beyond those



identified herein, we do not anticipate any additional fees to complete the CEQA process for the proposed District office and Education Center Project.

## Closing

Terraphase is grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this submittal, please contact the undersigned at [barbara.heyman@terrphase.com](mailto:barbara.heyman@terrphase.com) | (O) (510) 645-1850, Ext. 179 | (M) (626) 377-0773.

Sincerely,

for Terraphase Engineering Inc.



Barbara Wu Heyman  
Project Manager

Attachments: Tables 1 through 5

**Table 1. Schedule: Mitigated Negative Declaration**

Tasks	Duration	Timeline
1: Project Initiation		
1.1: Kickoff Meeting	1 day	9/1/25
1.2: Project Description	2 weeks	9/1 – 9/15
2: Technical Analysis <sup>1</sup>		
2.1: Air Quality and GHG Emissions	8 weeks <sup>1</sup>	9/15 – 11/15
2.2: Cultural Resources	6 weeks	9/1 – 10/15
2.3: Energy Consumption	6 weeks	9/15 – 11/1
2.4: Phase 1 Environmental Site Assessment (Optional)	8 weeks	9/15 – 11/15
2.5: Noise and Vibration	8 weeks <sup>1</sup>	9/15 – 11/15
2.6: Transportation (Optional)	8 weeks <sup>1</sup>	9/15 – 11/15
3: Mitigated Negative Declaration		
3.1: Initial Study	18 weeks <sup>2</sup>	11/1 – 1/9/26
3.2: Mitigated Negative Declaration	30 days <sup>3</sup>	1/12/26 – 2/12
3.3: Responses to Comments	4 weeks <sup>4</sup>	2/12 – 3/12
3.4: Mitigation Monitoring and Reporting Program	2 weeks	2/12 – 2/28
3.5: Notice of Determination <sup>5</sup>	1 day	3/25/26
5: Meetings		
5.1: Virtual Project Meetings	4 meetings	Ongoing
6: Project Management	Ongoing	Ongoing

*Table notes:*

1. Task 2 timelines assume the client will provide the requested data 2 weeks after Project kickoff.
2. Task 3.1 assumes all requested data under Task 1.2 is provided no later than 9/15/25; the administrative draft Initial Study will be completed 4 weeks after the completion of the last technical analysis (Task 2); the client and Terraphase will complete the initial review, screencheck, and print-ready drafts within 3-4 weeks; and 1 week to distribute the IS/MND.
3. Task 3.2 assumes a 30-day public review period.
4. Task 3.3 assumes the responses to comments will be completed in 2 weeks after the close of the IS/MND review period and 1 week for the client and Terraphase to finalize the responses.
5. Task 3.5 assumes the Board meeting is on the second Wednesday of March 2026, and the NOD is filed within 5 workdays.



**Table 2. Schedule: Environmental Impact Report**

Tasks	Duration	Timeline
1: Project Initiation		
1.1: Kickoff Meeting	1 day	9/1/25
1.2: Project Description	2 weeks	9/1 – 9/15
2: Technical Analysis <sup>1</sup>		
2.1: Air Quality and GHG Emissions	8 weeks <sup>1</sup>	9/15 – 11/15
2.2: Cultural Resources	6 weeks	9/1 – 10/15
2.3: Energy Consumption	6 weeks	9/15 – 11/1
2.4: Phase 1 Environmental Site Assessment (Optional)	8 weeks	9/15 – 11/15
2.5: Noise and Vibration	8 weeks <sup>1</sup>	9/15 – 11/15
2.6: Transportation (Optional)	8 weeks <sup>1</sup>	9/15 – 11/15
4: Environmental Impact Report		
4.1: Notice of Preparation and Initial Study	12 weeks <sup>2</sup>	9/1 – 11/30
4.2: Draft EIR	16 weeks <sup>3</sup>	12/1 – 3/23/26
4.3: Final EIR	5 weeks <sup>4</sup>	3/30 – 5/4
4.4: MMRP, Findings, and Statement of Overriding Considerations	2 weeks	4/1– 4/15
4.5: Notice of Determination <sup>5</sup>	1 day	5/27/26
5: Meetings		
5.1: Virtual Project Meetings	8 meetings	Ongoing
5.2: EIR Scoping Meeting (Optional)	11/15	11/15
6: Project Management	Ongoing	Ongoing

*Table notes:*

1. Task 2 assume the client will provide the requested data 2 weeks after Project kickoff and that technical studies will be prepared concurrently with Tasks 4.1 and 4.2.

2. Task 4.1 assumes the administrative draft Initial Study can be completed within 4 weeks after Project kickoff; 4 weeks for the client and Terraphase to review and update the screencheck and print-ready drafts; 1 week to distribute the IS/NOP; and 30 days for public review of the IS/NOP.

3. Task 4.2 assumes the administrative draft EIR will be completed 4 weeks after the close of the IS/NOP review period; 4 weeks for the client and Terraphase to review and update the screencheck and public review Draft EIR; 1 week to distribute the Draft EIR; and 45 days for public review of the Draft EIR.

4 Task 4.3 assumes the administrative draft Final EIR/responses to comments will be complete in 2 weeks after the close of the Draft EIR review period; 1 week for the client and Terraphase to finalize the Final EIR; and a 10-day agency review period before the District board meeting.

5 Task 4.5 assumes the Board meeting is on the second Wednesday of May 2026, and the NOD is filed within 5 workdays.



**Table 3. Cost Estimate: MND or EIR**

Tasks	MND	EIR
1: Project Initiation		
1.1: Kickoff Meeting	\$1,510	\$1,510
1.2: Project Description	\$7,120	\$7,120
2: Technical Analysis		
2.1: Air Quality and GHG Emissions	\$10,850	\$10,850
2.1-a: Construction Health Risk Assessment <b>(Optional)</b>	\$2,850	\$2,850
2.2: Cultural Resources	\$8,800	\$8,800
2.3: Energy Consumption	\$2,200	\$2,200
2.4: Phase 1 Environmental Site Assessment <b>(Optional)</b>	\$9,200	\$9,200
2.5: Noise and Vibration	\$6,050	\$6,050
2.6: Transportation <b>(Optional)</b>	\$9,400	\$9,400
3: Mitigated Negative Declaration		
3.1: Initial Study	\$30,640	
3.2: Mitigated Negative Declaration	\$1,630	
3.3: Responses to Comments	\$3,940	
3.4: Mitigation Monitoring and Reporting Program	\$1,100	
3.5: Notice of Determination	\$1,160	
4: Environmental Impact Report		
4.1: Notice of Preparation and Initial Study		\$23,880
4.2: Draft EIR		\$42,720
4.3: Final EIR		\$3,940
4.4: MMRP, Findings, and Statement of Overriding Considerations		\$6,870
4.5: Notice of Determination		\$1,160
5: Meetings		
5.1: Virtual Project Meetings	\$1,780	\$3,560
5.2: EIR Scoping Meeting <b>(Optional)</b>		\$4,500
6: Project Management	\$11,380	\$14,630
Reimbursables (Excludes Mileage and Per Diem Charges)	\$1,500	\$2,500
Total – With <b>ALL</b> Optional Tasks	\$111,110	\$161,740
Total – Without Optional Tasks	\$89,660	\$138,640

**Table 4. 2025 Schedule of Charges (10% Discount and 15% ODC)**

Labor Classification	Standard Rate	Discounted Rate
Senior Principal	\$320	\$288.00
Principal Engineer/Scientist/Planner	\$301	\$270.90
Senior Associate Engineer/Scientist	\$282	\$253.80
Associate Engineer/Scientist	\$264	\$237.60
Senior Project Engineer/Scientist	\$247	\$222.30
Project Engineer/Scientist	\$230	\$207.00
Senior Staff 2 Engineer/Scientist	\$213	\$191.70
Senior Staff 1 Engineer/Scientist	\$193	\$173.70
Staff 2 Engineer/Scientist	\$171	\$153.90
Staff 1 Engineer/Scientist	\$149	\$134.10
Senior Technician	\$156	\$140.40
Technician 3	\$136	\$122.40
Technician 2	\$114	\$102.60
Technician 1	\$96	\$86.40
Senior Editor/Senior Project Coordinator	\$166	\$149.40
Editor 2/Project Coordinator 2/Accountant 2	\$147	\$132.30
Editor 1/Project Coordinator 1/Accountant 1	\$122	\$109.80
Administrator/Project Assistant/Billing Specialist	\$103	\$92.70

*Table notes: Terraphase applies a 10-percent discounted rate, as shown above, to our public school district clients. Our rates are subject to revision each year in January; rates on invoices will reflect rates in effect at the time of invoicing.*

- *Time billed by Terraphase will be recorded and charged to the nearest 0.1 hour.*
- *Subconsultant fees and other direct costs, such as project supplies and rental equipment, etc. will be itemized and billed at our cost plus a fifteen percent (15%) handling charge.*



Contract Number:

3

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated September 10, 2025, for reference purposes only, and is made by and between the Santa Rosa Elementary School District (“District”) and Crawford & Associates, Inc. (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on September 11, 2025. Consultant shall diligently perform as required and complete performance by December 31, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the not to exceed amount of **Eighty Thousand Dollars (\$80,000.00)**. This amount shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

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

#### 11. Termination.

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

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

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

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

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

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

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

### 13. Insurance.

#### 13.1 Insurance Requirement

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

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

\$1,000,000 per occurrence  
\$ 100,000 fire damage  
\$ 5,000 med expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

Sexual Abuse and Molestation coverage

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

### 13.2. Proof of Carriage of Insurance.

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

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

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly

performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

17. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

20. Fingerprinting of Employees.

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

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

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

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

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

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

21. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

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

23. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performance.

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

24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the

District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

26. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

<b>If to the District:</b> Lisa August Interim Superintendent Santa Rosa City Schools 110 Stony Point Rd., Suite 210 Santa Rosa, CA 95401	<b>If to the Contractor:</b> Robert Hill Director of Construction Services 3325 Regional Parkway, Suite 8 Santa Rosa, CA 95403
--	--

Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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

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

36. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

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

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

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

**[Signatures on Following Page]**

**CONSULTANT: Crawford & Associates, Inc.**

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

Name: Robert Hill

Title: Director of Construction Services

Date: \_\_\_\_\_

**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

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

Name: Lisa August

Title: Interim Superintendent

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

648-102/6759457.1

August 22, 2025  
Project No. 25-1641.P

## **Construction Materials Testing and Special Inspection Services**

**Helen Lehman Elementary School TK Classroom Building**  
**1700 Jennings Ave.**  
**Santa Rosa, CA 95401**

Crawford & Associates, Inc. (Crawford) is pleased to submit this proposal to provide construction materials testing and special inspection services for the Helen Lehman Elementary School TK Classroom Building, located in Santa Rosa, CA.

The purpose of our services is to perform inspection and testing during the installation of TK classroom building, providing the Owner, Santa Rosa City School District, with accurate field data and documentation to evaluate compliance with the approved project plans and specifications. We appreciate the opportunity to support the successful delivery of this project and to serve as a member of the Project Team.

This proposal outlines our understanding of the project, the scope of services to be provided, and an estimate of our professional fees.

### **PROJECT UNDERSTANDING**

---

We understand that the project will consist of the installation of TK classroom buildings, and the associated site work. This project falls under the jurisdiction of the State of California, Division of State Architect

Our understanding of the project is based on our experience with similar projects and a cursory review of the below documents.

- Project Drawing titled “Permanent Modular Building” By Wilson Architecture, Inc., dated 6/19/23
- Project Specifications titled Permanent Modular Building By Wilson Architecture, Inc., dated 6/19/23
- DSA Form 103-22 dated 09/06/2023

### **SCOPE OF SERVICES**

---

Crawford will perform the following services in accordance with the Department of the State Architect and California Building Code (CBC) 2022

#### **Task 1: Project Management and Reporting**

Our Project Management Team will provide overall oversight of inspection and testing services, including the assignment of appropriately qualified and certified personnel in accordance with project requirements and agency approvals. The team will also serve as the primary point of



contact for communication with the project stakeholders, including the Inspector of Record (IOR), Design Professional in General Responsible Charge (DPGRC), and DSA representatives.

All Daily Field Reports (DFRs) and observations will be reviewed by the Project Management Team to ensure completeness, accuracy, and timely identification of any nonconforming items. Any discrepancies, deficiencies, or field issues identified during the course of work will be promptly communicated to the project team to facilitate timely resolution.

All reports and documentation will be prepared and submitted in accordance with DSA PR 13-01 and other applicable DSA Inspection Resources (IRs). Reports will clearly indicate the scope of observation, conformance or nonconformance status, and corrective actions taken (if applicable). When required, DSA Non-Compliance Notices and Verified Reports will be prepared using DSA-approved templates and submitted to the IOR and DSA field engineer for review.

Our Laboratory Engineer of Record (EOR) will provide engineering oversight for all materials testing and special inspection services. Responsibilities will include technical review of submittals, verification of compliance with applicable codes and standards, oversight of laboratory testing programs, and validation of test results. The EOR will also prepare and sign the final Verified Reports and summary letters required by DSA, and will be available to coordinate with the project team on technical matters and resolution of any field or material nonconformances.

## **Task 2: Earthwork Observation and Testing**

Crawford & Associates will provide a technician on a periodic basis to observe earthwork activities and perform materials sampling and testing, including in-place density testing to evaluate conformance with the approved project plans, specifications, and the recommendations of the Geotechnical Investigation Report. These services will be conducted during site grading, preparation of structure and building foundation subgrades, **and** utility trench and excavation backfill

All earthwork observation and testing will be performed under the direction of Crawford & Associates' Geotechnical Engineer of Record (GEOR). The GEOR is responsible for reviewing test results and confirming that earthwork complies with the recommendations in the geotechnical report. If field conditions differ from those expected, the GEOR may provide revised recommendations to address unsuitable soils, moisture conditioning, or other issues.

## **Task 3: Reinforced Concrete Special Inspection and Testing**

We will provide continuous observation and testing during cast-in-place concrete placement. Slump, temperature, and air content tests will be performed in the field, and concrete test specimens will be cast for compressive strength testing in accordance with the project specifications and applicable jurisdictional requirements. Concrete batch tickets will be reviewed during placement to verify conformance with the approved mix design.

Prior to concrete placement, we will review the concrete mix design submittals for compliance with the requirements of ACI 318 and the California Building Code. This review will include verification of specified compressive strength (f'c), cementitious materials, water-cementitious ratio, aggregate gradation, admixture compatibility, and durability requirements (e.g., sulfate

exposure, freeze-thaw conditions). Only approved mix designs will be accepted for use in the field.

Reinforcing Steel Identification and Sampling will be conducted at the fabrication facility in accordance with DSA IR 17-10. Our certified special inspectors will verify bar size, grade, heat number, and mill test report compliance with approved project specifications. Random sampling of reinforcing bars will be performed for physical testing at an accredited laboratory, and traceability of sampled materials will be maintained from fabrication through delivery to the jobsite.

Concrete Batch Plant Inspection will be conducted in accordance with DSA IR 17-13 during placement of structural concrete. Our inspection will include verification of batch plant certification, review of mix design submittals, observation of batching procedures, and confirmation that materials meet project specifications. The inspector will verify correct batching sequence, water-cement ratio, and admixture use, and will ensure that concrete trucks are properly identified and loaded within required time limits for placement.

#### **Task 4: Structural Steel and Welding Inspection**

We will perform material identification and verification of structural steel components at the fabrication shop or upon delivery to the project site, as required. Inspection will include verification of member sizes, grades, mill certifications, and compliance with the approved construction documents. Heat numbers will be reviewed for traceability, and material markings will be checked in accordance with CBC Chapter 17, AISC 360, and AWS D1.1.

Our services will include periodic observation during shop welding operations, as required by the project specifications and AWS. This includes the review and verification of Welding Procedure Specifications (WPS), Procedure Qualification Records (PQR), and welder performance qualifications. Inspection will include joint preparation, fit-up, verification of electrode type, joint configuration, preheat and interpass temperature control, and welder qualifications. Welds will be monitored for quality, conformance to approved WPS, and compliance with project plans and specifications.

Non-destructive testing (NDT) will be performed in accordance with the project specifications, AWS D1.1, D1.8, and CBC Chapter 17 requirements. NDT will include as applicable, ultrasonic testing (UT) for full-penetration welds, radiographic testing (RT) for critical welds, magnetic particle testing (MT) for surface discontinuities, and liquid penetrant testing (PT) for welds on non-ferrous metals or smooth surfaces.

#### **Task 5: Anchor Bolts & Anchor Rods**

Anchor bolt material identification will be verified in accordance with **DSA IR 17-3**, which requires that bolts be properly labeled and traceable to mill certifications. Inspection will confirm the anchor bolt diameter, length, grade, thread condition, and manufacturer markings. Only approved and pre-identified anchor bolts will be accepted for installation. Documentation of heat numbers, lot numbers, and associated test reports will be maintained and reviewed to ensure compliance with project specifications and applicable standards.

## **DELIVERABLES**

---

- Daily Field Reports with any applicable test data will be reviewed by a Crawford project manager and provided to the project team at a minimum on a weekly basis.
- When requested, at the completion of the project Crawford & Associates will provide one (1) final summery letter of our services.

Crawford will provide all necessary personnel, subconsultants, standard equipment, and time to complete the project as requested by Santa Rosa City School District.

## **FEES**

---

Based on our construction experience and the project size, visits for testing and observation will likely vary between half-day to a full-day. The costs are based on our experience with similar projects. Actual costs will depend on the actual construction schedule, process, and number of tests required. Based on our experience, our fee could be as much as 35% lower or higher than our estimate due to contractor's actual scheduling, size of grading crews, construction delays, expanded scope and other items not known at this time.

We will only invoice you for the time required to complete the project. We will notify you in a timely manner if we expect to exceed the estimated fee due to contractor's schedule or required retesting. All laboratory testing will be per Caltrans procedures.

Over-time rates (rate x 1.5) may apply for site visits requested before 7:00 a.m. or after 4:00 p.m.; site visits requested with less than 24-hours' notice; and same-day schedule changes. Site visits on Sundays or holidays will be billed at the straight-time hourly rate times two.

Crawford will perform the construction observation and materials testing services for the estimated fee of \$80,000.00, in accordance with the attached rate schedule

Assumptions:

- This project will be subject to the California Prevailing Wage Law (determination no. NC-63-3-9-2024-1).
- We assume the project schedule will be based on an 8-hour workday, five days a week, Monday through Friday including travel time. Weekends, swing shifts and night shifts are not anticipated.
- The anticipated work will be conducted during typical construction hours of 6:00am to 4:00pm.
- Non-standard equipment such as ladders, man lifts, and other equipment are not included in this proposal
- Crawford & Associates assumes the structural steel fabrication facilities will be located within 50 miles of a Crawford office in northern California.

## **AUTHORIZATION**

---

Crawford & Associates, Inc. will provide services in accordance with the terms and conditions outlined in our standard professional services agreement. If the client requires the use of an alternate form of contract or agreement, please note that additional time may be needed for internal and legal review prior to authorization and commencement of services.

## **SCHEDULING AND AVAILABILITY**

---

All materials testing and special inspection services will be provided on an as-needed, as-scheduled basis. Scheduling field services is subject to availability and must be coordinated in advance through our dispatch team.

Scheduling requests are accepted Monday through Friday, between the hours of 7:00 AM and 4:30 PM, excluding observed holidays. Requests received during these hours will be processed for the following business day, unless otherwise confirmed.

We recommend submitting requests as early as possible to ensure availability and adequate planning for your project needs, with a minimum of 24 hours' advanced notice. To ensure requests are received and processed in a timely manner, please include the following on all email requests.

Scheduling email contacts:

- Dispatch Team: [dispatch@crawford-inc.com](mailto:dispatch@crawford-inc.com)
- Office Main Line: 707-582-8945
- Rob Hill, [r.hill@crawford-inc.com](mailto:r.hill@crawford-inc.com)

## **CLOSING**

---

Crawford & Associates appreciates the opportunity to present this proposal to provide materials testing and special inspection services for this project. We are fully committed to delivering exceptional results and building a partnership that will continue to add value far into the future.

Sincerely,



Robert Hill  
Director of Construction Services

**Attachments:** Agreement  
2025 Fee Schedule

Contract Number:

4

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated September 10, 2025, for reference purposes only, and is made by and between the Santa Rosa Elementary School District (“District”) and Crawford & Associates, Inc. (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on September 11, 2025. Consultant shall diligently perform as required and complete performance by December 31, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the not to exceed amount of **Eighty Thousand Dollars (\$80,000.00)**. This amount shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

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

#### 11. Termination.

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

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

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

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

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

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

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

### 13. Insurance.

#### 13.1 Insurance Requirement

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

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

\$1,000,000 per occurrence  
\$ 100,000 fire damage  
\$ 5,000 med expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

Sexual Abuse and Molestation coverage

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

### 13.2. Proof of Carriage of Insurance.

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

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

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly

performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

17. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

20. Fingerprinting of Employees.

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

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

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

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

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

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

21. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

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

23. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performance.

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

24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the

District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

26. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

<b>If to the District:</b> Lisa August Interim Superintendent Santa Rosa City Schools 110 Stony Point Rd., Suite 210 Santa Rosa, CA 95401	<b>If to the Contractor:</b> Robert Hill Director of Construction Services 3325 Regional Parkway, Suite 8 Santa Rosa, CA 95403
--	--

Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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

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

36. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

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

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

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

**[Signatures on Following Page]**

**CONSULTANT: Crawford & Associates, Inc.**

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

Name: Robert Hill

Title: Director of Construction Services

Date: \_\_\_\_\_

**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

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

Name: Lisa August

Title: Interim Superintendent

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

648-102/6759457.1

August 22, 2025  
Project No. 25-1642.P

## **Construction Materials Testing and Special Inspection Services**

**James Monroe Elementary School TK Classroom Building  
2567 Marlow Rd.  
Santa Rosa, CA 95403**

Crawford & Associates, Inc. (Crawford) is pleased to submit this proposal to provide construction materials testing and special inspection services for the James Monroe Elementary School TK Classroom Building, located in Santa Rosa, CA.

The purpose of our services is to perform inspection and testing during the installation of TK classroom building, providing the Owner, Santa Rosa City School District, with accurate field data and documentation to evaluate compliance with the approved project plans and specifications. We appreciate the opportunity to support the successful delivery of this project and to serve as a member of the Project Team.

This proposal outlines our understanding of the project, the scope of services to be provided, and an estimate of our professional fees.

### **PROJECT UNDERSTANDING**

---

We understand that the project will consist of the installation of TK classroom buildings and the associated site work, including parking lot, playgrounds and covered eating areas. This project falls under the jurisdiction of the State of California, Division of State Architect

Our understanding of the project is based on our experience with similar projects and a cursory review of the below documents.

- Project Drawing titled “TK Modular Building” By Arntz Builders, Inc., dated 05/01/23
- Project Specifications titled TK Modular Building by Arntz Builders, Inc., dated 05/01/23
- DSA Form 103-22 dated 09/06/2023

### **SCOPE OF SERVICES**

---

Crawford will perform the following services in accordance with the Department of the State Architect and California Building Code (CBC) 2022

#### **Task 1: Project Management and Reporting**

Our Project Management Team will provide overall oversight of inspection and testing services, including the assignment of appropriately qualified and certified personnel in accordance with project requirements and agency approvals. The team will also serve as the primary point of



contact for communication with the project stakeholders, including the Inspector of Record (IOR), Design Professional in General Responsible Charge (DPGRC), and DSA representatives.

All Daily Field Reports (DFRs) and observations will be reviewed by the Project Management Team to ensure completeness, accuracy, and timely identification of any nonconforming items. Any discrepancies, deficiencies, or field issues identified during the course of work will be promptly communicated to the project team to facilitate timely resolution.

All reports and documentation will be prepared and submitted in accordance with DSA PR 13-01 and other applicable DSA Inspection Resources (IRs). Reports will clearly indicate the scope of observation, conformance or nonconformance status, and corrective actions taken (if applicable). When required, DSA Non-Compliance Notices and Verified Reports will be prepared using DSA-approved templates and submitted to the IOR and DSA field engineer for review.

Our Laboratory Engineer of Record (EOR) will provide engineering oversight for all materials testing and special inspection services. Responsibilities will include technical review of submittals, verification of compliance with applicable codes and standards, oversight of laboratory testing programs, and validation of test results. The EOR will also prepare and sign the final Verified Reports and summary letters required by DSA and will be available to coordinate with the project team on technical matters and resolution of any field or material nonconformances.

## **Task 2: Earthwork Observation and Testing**

Crawford & Associates will provide a technician on a periodic basis to observe earthwork activities and perform materials sampling and testing, including in-place density testing to evaluate conformance with the approved project plans, specifications, and the recommendations of the Geotechnical Investigation Report. These services will be conducted during site grading, preparation of structure and building foundation subgrades, **and** utility trench and excavation backfill.

All earthwork observation and testing will be performed under the direction of Crawford & Associates' Geotechnical Engineer of Record (GEOR). The GEOR is responsible for reviewing test results and confirming that earthwork complies with the recommendations in the geotechnical report. If field conditions differ from those expected, the GEOR may provide revised recommendations to address unsuitable soils, moisture conditioning, or other issues.

## **Task 3: Reinforced Concrete Special Inspection and Testing**

We will provide continuous observation and testing during cast-in-place concrete placement. Slump, temperature, and air content tests will be performed in the field, and concrete test specimens will be cast for compressive strength testing in accordance with the project specifications and applicable jurisdictional requirements. Concrete batch tickets will be reviewed during placement to verify conformance with the approved mix design.

Prior to concrete placement, we will review the concrete mix design submittals for compliance with the requirements of ACI 318 and the California Building Code. This review will include verification of specified compressive strength (f'c), cementitious materials, water-cementitious ratio, aggregate gradation, admixture compatibility, and durability requirements (e.g., sulfate

exposure, freeze-thaw conditions). Only approved mix designs will be accepted for use in the field.

Reinforcing Steel Identification and Sampling will be conducted at the fabrication facility in accordance with DSA IR 17-10. Our certified special inspectors will verify bar size, grade, heat number, and mill test report compliance with approved project specifications. Random sampling of reinforcing bars will be performed for physical testing at an accredited laboratory, and traceability of sampled materials will be maintained from fabrication through delivery to the jobsite.

Concrete Batch Plant Inspection will be conducted in accordance with DSA IR 17-13 during placement of structural concrete. Our inspection will include verification of batch plant certification, review of mix design submittals, observation of batching procedures, and confirmation that materials meet project specifications. The inspector will verify correct batching sequence, water-cement ratio, and admixture use, and will ensure that concrete trucks are properly identified and loaded within required time limits for placement.

#### **Task 4: Structural Steel and Welding Inspection**

We will perform material identification and verification of structural steel components at the fabrication shop or upon delivery to the project site, as required. Inspection will include verification of member sizes, grades, mill certifications, and compliance with the approved construction documents. Heat numbers will be reviewed for traceability, and material markings will be checked in accordance with CBC Chapter 17, AISC 360, and AWS D1.1.

Our services will include periodic observation during shop welding operations, as required by the project specifications and AWS. This includes the review and verification of Welding Procedure Specifications (WPS), Procedure Qualification Records (PQR), and welder performance qualifications. Inspection will include joint preparation, fit-up, verification of electrode type, joint configuration, preheat and interpass temperature control, and welder qualifications. Welds will be monitored for quality, conformance to approved WPS, and compliance with project plans and specifications.

Non-destructive testing (NDT) will be performed in accordance with the project specifications, AWS D1.1, D1.8, and CBC Chapter 17 requirements. NDT will include as applicable, ultrasonic testing (UT) for full-penetration welds, radiographic testing (RT) for critical welds, magnetic particle testing (MT) for surface discontinuities, and liquid penetrant testing (PT) for welds on non-ferrous metals or smooth surfaces.

#### **Task 5: Anchor Bolts & Anchor Rods**

Anchor bolt material identification will be verified in accordance with **DSA IR 17-3**, which requires that bolts be properly labeled and traceable to mill certifications. Inspection will confirm the anchor bolt diameter, length, grade, thread condition, and manufacturer markings. Only approved and pre-identified anchor bolts will be accepted for installation. Documentation of heat numbers, lot numbers, and associated test reports will be maintained and reviewed to ensure compliance with project specifications and applicable standards.

## **DELIVERABLES**

---

- Daily Field Reports with any applicable test data test will be reviewed by a Crawford project manager and provided to the project team at a minimum on a weekly basis.
- When requested, at the completion of the project Crawford & Associates will provide one (1) final summary letter of our services.

Crawford will provide all necessary personnel, subconsultants, standard equipment, and time to complete the project as requested by the Santa Rosa City School District.

## **FEES**

---

Based on our construction experience and the project size, visits for testing and observation will likely vary between half-day to a full-day. The costs are based on our experience with similar projects. Actual costs will depend on the actual construction schedule, process, and number of tests required. Based on our experience, our fee could be as much as 35% lower or higher than our estimate due to contractor's actual scheduling, size of grading crews, construction delays, expanded scope and other items not known at this time.

We will only invoice you for the time required to complete the project. We will notify you in a timely manner if we expect to exceed the estimated fee due to contractor's schedule or required retesting. All laboratory testing will be per Caltrans procedures.

Over-time rates (rate x 1.5) may apply for site visits requested before 7:00 a.m. or after 4:00 p.m.; site visits requested with less than 24-hours notice; and same-day schedule changes. Site visits on Sundays or holidays will be billed at the straight-time hourly rate times two.

Crawford will perform the construction observation and materials testing services for the estimated fee of \$80,000.00, in accordance with the attached rate schedule

Assumptions:

- This project will be subject to the California Prevailing Wage Law (determination no. NC-63-3-9-2024-1).
- We assume the project schedule will be based on an 8-hour workday, five days a week, Monday through Friday including travel time. Weekends, swing shifts and night shifts are not anticipated.
- The anticipated work will be conducted during typical construction hours of 6:00am to 4:00pm.
- Non-standard equipment such as ladders, man lifts, and other equipment are not included in this proposal
- Crawford & Associates assumes the structural steel fabrication facilities will be located within 50 miles of a Crawford office in northern California.

## **AUTHORIZATION**

---

Crawford & Associates, Inc. will provide services in accordance with the terms and conditions outlined in our standard professional services agreement. If the client requires the use of an alternate form of contract or agreement, please note that additional time may be needed for internal and legal review prior to authorization and commencement of services.

## **SCHEDULING AND AVAILABILITY**

---

All materials testing and special inspection services will be provided on an as-needed, as-scheduled basis. Scheduling of field services is subject to availability and must be coordinated in advance through our dispatch team.

Scheduling requests are accepted Monday through Friday, between the hours of 7:00 AM and 4:30 PM, excluding observed holidays. Requests received during these hours will be processed for the following business day, unless otherwise confirmed.

We recommend submitting requests as early as possible to ensure availability and adequate planning for your project needs, with a minimum 24 hours' advanced notice. To ensure requests are received and processed in a timely manner, please include the following on all email requests.

Scheduling email contacts:

- Dispatch Team: [dispatch@crawford-inc.com](mailto:dispatch@crawford-inc.com)
- Office Main Line: 707-582-8945
- Rob Hill, [r.hill@crawford-inc.com](mailto:r.hill@crawford-inc.com)

## **CLOSING**

---

Crawford & Associates appreciates the opportunity to present this proposal to provide materials testing and special inspection services for this project. We are fully committed to delivering exceptional results and building a partnership that will continue to add value far into the future.

Sincerely,

Robert Hill  
Director of Construction Services

**Attachments:** Agreement  
2025 Fee Schedule



Sacramento  
Chico  
Eureka  
Modesto  
Santa Rosa  
Seattle  
Ukiah

## AGREEMENT FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

Santa Rosa City School District "CLIENT" requests Crawford & Associates, Inc. (Crawford) "CONSULTANT" to provide Materials Testing and Inspection Services for the following project:

**Project Name:** James Monroe Elementary School TK Classroom Building  
**Project Location:** Santa Rosa, CA 95403

**Construction Materials Testing and Special Inspection Services as described in the proposal titled "New Radio Tower" File No. 25-1642.P incorporated here within as Exhibit A:**

- Project management and reporting
- Earthwork Observation and Testing
- Reinforced Concrete Special Inspection and Testing
- Structural Steel and Welding Inspection
- Post-Installed Anchors and Bolting inspection
- Laboratory Testing

**Fee Estimate: \$80,000.00\***

*\*This is an estimate of the anticipated costs associated with the services we are proposing to provide. An estimate is made with our best professional judgment, but we cannot anticipate everything that will happen during the course of completing your project and there are often unforeseen circumstances or conditions that result in a greater commitment of staff resources than the originally estimated amount. Crawford reserves the right, as a condition of this service agreement, to invoice up to an amount 10% greater than the amount originally estimated without CLIENT consultation and without a fully executed service agreement amendment.*

**Prevailing Wage:**  Yes  No

CLIENT agrees to pay at the hourly rates and to pay all other costs for the work or portion of work performed as set forth in the CONSULTANT's Fee Schedule (Exhibit A) attached and made a part of this Agreement.

CONSULTANT agrees to perform the services set forth in this AGREEMENT according to its terms, including all attachments incorporated. This AGREEMENT may be modified or altered only in writing, as specifically described in this AGREEMENT.

**CLIENT**

**CONSULTANT**

<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Company:</b> _____</p> <p><b>Address:</b> _____</p> <p><b>Phone/Email:</b> _____</p> <p><b>Date:</b> _____</p>	<p>_____</p> <p>Robert Hill</p> <p>_____</p> <p>Director of Construction Services</p> <p>_____</p> <p>Crawford &amp; Associates, Inc</p> <p>_____</p> <p>3325 Regional Parkway, Suite 8 Santa Rosa, CA 95403</p> <p>_____</p> <p>r.hill@crawford-inc.com (209) 996-1353</p> <p>_____</p>
--	--

# GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

## 1. DEFINITIONS

**1.1 Certification.** CONSULTANT's expression of a professional opinion based upon the SERVICES CONSULTANT performed. A certification does not constitute a warranty or guarantee, either express or implied.

**1.2 Contractor.** The Contractor or Contractors, including its/their subcontractors of every tier, retained to perform construction work on the project for which CONSULTANT is providing SERVICES under this AGREEMENT.

**1.3 CONSULTANT Entities.** The CONSULTANT and its subconsultants, subcontractors, and agents, and all of their respective shareholders, directors, officers, employees, and agents, and their heirs and assigns.

**1.4 Day(s).** Calendar day(s) unless otherwise stated.

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

**1.6 Inspect, Inspection.** Visual determination of conformance with specific requirements.

**1.7 Instruments of Professional Service.** All documents and information – e.g., letters, memoranda, reports, boring logs, maps, field data, field notes, drawings and specifications, and test data prepared by CONSULTANT.

**1.8 General Contractor.** The contractor that has overall responsibility for project-site activities, including site safety and security, and is in charge of all other contractors and subcontractors hired for the project.

**1.9 Observation, Observe.** On the basis of CONSULTANT's professional judgment, the act of visual evaluation or visually evaluating general conformance with requirements.

**1.10 Services.** The professional SERVICES provided by CONSULTANT under this AGREEMENT including SERVICES described in the scope of SERVICES (Page 1) and any written task order or amendment to this AGREEMENT.

**1.11 Subcontractor.** Contractor hired by the General Contractor or another contractor or subcontractor.

**1.12 Test(s), Testing.** Measurement, examination, and other activities to assess the characteristics or performance of materials.

**1.13 Work.** A contractor's or subcontractor's labor, materials, equipment, and constructed results.

## 2. ACCEPTANCE OF TERMS AND CONDITIONS

Unless otherwise specifically stated by CLIENT in writing, CLIENT's request that CONSULTANT initiate SERVICES will constitute CLIENT's acceptance of this AGREEMENT and all of its terms and conditions. Any additional or different terms that CLIENT provides in any subsequent acknowledgment, purchase order, task order, or other document that vary from any of the terms herein or in CONSULTANT's proposal are hereby objected to and rejected. Any such terms proposed by CLIENT, whether by offer or acceptance, shall be void unless CONSULTANT expressly agrees to them in writing.

## 3. SCOPE OF SERVICES

**3.1 Services Provided; Independent Contractor.** CONSULTANT will provide the SERVICES set forth in the scope of SERVICES (Page 1) as an independent contractor.

**3.2 Authority of CONSULTANT.** CONSULTANT will report to CLIENT data and results of observation, inspection, and testing as set forth in the scope of SERVICES (Page 1). CONSULTANT will report to CLIENT or CLIENT's representative observed or inspected work that, in CONSULTANT's opinion, fails to conform to project plans and specifications. CONSULTANT has no right or responsibility to approve, accept, reject, or stop work of any agent of CLIENT. No action of CONSULTANT or CONSULTANT's site representative(s) shall be construed by any party as revoking, altering, enlarging, relaxing, or releasing any requirement of the plans, specifications, and codes applicable to the project or any AGREEMENT between CLIENT and others. Such rights are reserved solely for CLIENT

**3.3 Variation of Material Characteristics and Conditions.** CONSULTANT's observations and standardized sampling, inspection, and testing procedures indicate conditions of materials and construction activities only at the precise location where and precise time when CONSULTANT performed SERVICES. CLIENT recognizes that conditions of materials and construction activities at other locations may vary from those measured, observed, or inspected, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. Nonetheless, CONSULTANT may make inferences based upon the information derived from these procedures to formulate professional opinions about conditions in other areas. Nonetheless, CONSULTANT is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it observes, inspects, samples, or tests. Even if performed on a continuous basis, SERVICES do not and should not be interpreted to mean that CONSULTANT is observing, inspecting, or testing all materials on the project. CONSULTANT is not responsible for other parties' interpretations or use of the information CONSULTANT developed.

**3.4 Scheduling and Frequency of Observations, Inspections, and Testing.** CLIENT acknowledges that CLIENT – directly or by CLIENT's designee – has the sole right and sole responsibility to determine the extent, frequency, and scheduling of observations, inspections, and testing performed by CONSULTANT. Accordingly, CLIENT also acknowledges that CONSULTANT bears no responsibility for damages that may accrue because CONSULTANT did not perform observations, inspections, or testing that CLIENT failed to request or schedule.

**3.5 Changes in Scope.** If CONSULTANT provides CLIENT with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this AGREEMENT unless CLIENT objects in writing within 5 business days after receipt. All SERVICES performed by CONSULTANT on the Project are subject to the terms and limitations of this AGREEMENT. If SERVICES are performed, but the parties do not reach AGREEMENT concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this AGREEMENT apply to such SERVICES, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

**3.6 Licenses.** CONSULTANT will procure and maintain business and professional licenses and registrations necessary to provide its SERVICES.

**3.7 Excluded Services.** CONSULTANT'S SERVICES under this AGREEMENT include only those SERVICES specified in the SCOPE OF SERVICES, or a written amendment(s) thereto. Engineer shall have no other responsibility or obligation except as agreed to in writing.

CLIENT expressly waives any claim against CONSULTANT resulting from its failure to perform recommended additional SERVICES that CLIENT has not authorized CONSULTANT to perform, and any claim that CONSULTANT failed to perform SERVICES that CLIENT instructed CONSULTANT not to perform.

**3.8 No Fiduciary Responsibility.** CLIENT agrees that CONSULTANT has been engaged to provide technical professional SERVICES only and that CONSULTANT does not owe a fiduciary responsibility to CLIENT or to the project Owner, if different from CLIENT.

#### 4. PAYMENTS TO CONSULTANT

**4.1 Basic Services, Fees, and Expenses.** CONSULTANT will perform SERVICES for the amount(s) set forth in the Fee Estimate on Page 1 and Fee Schedule (Exhibit A). CLIENT acknowledges that the Fee Schedule is subject to periodic review and amendment to reflect CONSULTANT's then-current fee structure. CONSULTANT will give CLIENT at least thirty (30) days' advance notice of any changes to its Fee Schedule. Unless CLIENT objects in writing to such changes within thirty (30) days of notification, the amended fee structure will be incorporated into this AGREEMENT and will supersede any prior fee structure.

**4.2 Additional Services.** Any SERVICES CONSULTANT performs under this AGREEMENT, except those SERVICES expressly identified otherwise in the scope of SERVICES (Page 1), will be performed on a time-and-materials basis unless both parties specifically agree otherwise in writing.

**4.3 Estimate of Fees and Expenses.** CONSULTANT will, to the best of its ability, perform the SERVICES and accomplish the objectives defined in this AGREEMENT for no more than the cost (Consultant's fee and expenses) estimated in writing by Consultant. Client recognizes that unforeseen circumstances, including scope and schedule changes, can affect Consultant's ability to complete its SERVICES for no more than the estimated cost. Accordingly, Client agrees that a cost estimate or "not-to-exceed" limitation does not constitute a guarantee that Consultant will be able to complete the SERVICES for that amount. Instead, a cost estimate or "not-to-exceed" limitation indicates only that Consultant will not incur costs in excess of the estimate or limitation amount without first obtaining Client's AGREEMENT to do so.

#### 4.4 Blank

#### 4.5 Blank

**4.6 Payment Timing; Late Charge.** CONSULTANT will submit invoices to CLIENT periodically, but no more frequently than once a month. All invoices are due and payable upon presentation. Any undisputed amounts unpaid thirty (30) days after the invoice date will include a late-payment charge from the date of the invoice, at 1½% per month or the maximum legal rate, whichever is lower. CLIENT's failure to pay CONSULTANT within thirty (30) days of the date of CONSULTANT's invoice will constitute CLIENT's substantial failure to perform under this AGREEMENT, and CLIENT will remunerate CONSULTANT for all time spent and all expenses incurred (including, but not being limited to, the fees and expenses of any collection agency and/or attorney, and any court costs) in connection with collecting any delinquent amount. In addition, Engineer may suspend performance of the SERVICES when such failure to pay continues for fifteen (15) days following notice to Client of the same.

**4.7 Payment Disputes.** If CLIENT objects to any portion of an invoice, CLIENT must so notify CONSULTANT in writing within ten (10) days of the invoice date, identifying in such notice the cause of the disagreement. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

### 5. PERFORMANCE STANDARD

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

**5.2 Standard of Care.** Subject to the limitations inherent in the agreed Scope of SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this AGREEMENT, CONSULTANT will perform its SERVICES consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the SERVICES are performed. No representation, express or implied, and no warranty or guarantee is included in or intended by this AGREEMENT or by any report, opinion, document, or other instrument of professional service. CONSULTANT disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose. Even if performed on a continuous basis, CONSULTANT's SERVICES do not constitute observing, inspecting, or verifying placement of all materials of the project.

**5.3 Compliance with Codes and Referenced Standards.** As required by the applicable standard of care, CONSULTANT will perform its SERVICES in accordance with federal, state, and local codes, standards, statutes, and regulations applicable to CONSULTANT when CONSULTANT prepared the scope of SERVICES (Page 1). CONSULTANT will perform its observations, inspections, and tests in general accordance with the standards CONSULTANT references. CONSULTANT makes no representation about compliance with any standards it does not reference.

**5.4 Sampling, Observation, Inspection, and Test Locations.** Unless specifically stated otherwise, the scope of SERVICES (Page 1) excludes surveying the project site or precisely identifying sampling, observation, inspection, or test locations, depths, or elevations. In accordance with customary practice, CONSULTANT will base sampling, observation, inspection, and test locations, depths, and elevations on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in CONSULTANT's report(s), such locations, depths, and elevations are approximate.

**5.5 Sample Disposal.** CONSULTANT will dispose of samples immediately after submitting the report covering those samples. If CLIENT prefers CONSULTANT to store samples for a longer period or transfer them to another party, CLIENT shall submit to CONSULTANT a timely written notice through which CLIENT also agrees to appropriately compensate CONSULTANT for the additional service.

**5.6 Buried Utilities and Structures; Property/Work Restoration.** If the SERVICES require borings, test pits, or other invasive subsurface-exploratory SERVICES, CLIENT will provide to CONSULTANT all information it possesses about the location and nature of underground utilities and structures. To reduce the risk of damage or injury to underground utilities and structures, CONSULTANT will rely on CLIENT-furnished information and will also contact an appropriate utility locator. CLIENT agrees to hold CONSULTANT harmless for any damage to underground utilities or structures that are not called to CONSULTANT's attention or that are shown incorrectly on plans or drawings furnished for the purpose of locating such utilities and structures. CONSULTANT will take reasonable precautions to limit the damage to the project site or work caused by the performance of its SERVICES. CLIENT

understands that some damage may necessarily occur in the normal course of performing SERVICES, and that this AGREEMENT excludes repair of such damage unless specifically stated otherwise in the scope of SERVICES (Page 1) or via a subsequent amendment to this AGREEMENT.

## 6. CONTRACTOR'S PERFORMANCE

CONSULTANT is not responsible for any contractor's means, methods, techniques, or sequences during the performance of any contractor's work. CONSULTANT will not supervise or direct any contractor's work nor be liable for any failure of contractor to complete its work in accordance with the project's plans, specifications, and/or applicable codes, laws, and regulations. CLIENT understands and agrees that the general contractor, not CONSULTANT, has sole responsibility for the safety and security of persons and property at the project site. CONSULTANT shall not be responsible for the acts, errors or omissions of the Contractor, Owner, CLIENT other consultants, or any other persons or entities performing work on the project, except those under the direct control of CONSULTANT.

## 7. CLIENT'S RESPONSIBILITIES

In addition to compensating CONSULTANT for SERVICES, CLIENT agrees to:

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

**7.2 Access.** Grant or obtain free access to the project site for all equipment and personnel necessary for CONSULTANT to perform its SERVICES.

**7.3 Representative.** Designate a representative to transmit notices and information pertaining to the SERVICES, communicate CLIENT's policies and decisions, and assist as necessary in matters pertaining to the project and this AGREEMENT. CLIENT may change its representative by written notice.

**7.4 Information.** Supply to CONSULTANT all information and documents relevant to the SERVICES. CONSULTANT may rely upon such information without independently verifying its accuracy. CLIENT will notify CONSULTANT of any known potential or possible health or safety hazard associated with the materials to be tested, including their intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

## 8. BLANK

## 9. CERTIFICATIONS

CLIENT agrees not to require that CONSULTANT execute any certification with regard to SERVICES performed or Work tested and/or observed under this AGREEMENT unless: 1) CONSULTANT believes that it has performed sufficient SERVICES to provide a sufficient basis to issue the certification; 2) CONSULTANT believes that the SERVICES performed or Work tested and/or observed meet the criteria of the certification; and 3) CONSULTANT has reviewed and approved in writing the exact form of such certification prior to execution of this AGREEMENT. Any certification by CONSULTANT is limited to an expression of professional opinion based upon the SERVICES performed by CONSULTANT and does not constitute a warranty or guarantee, either expressed or implied. Any such certification in no way relieves the contractor or any other party from meeting requirements imposed by contract or other means, including industry standards. CLIENT further agrees not to make resolution of any dispute with the CONSULTANT or payment of any sums due CONSULTANT in any way contingent on CONSULTANT signing any such certification or similar document.

## 10. ALLOCATION OF RISK

**10.1 Limitation of Remedies.** In recognition of the relative risks and benefits of the project to CLIENT and CONSULTANT, the risks are allocated such that CLIENT agrees, to the fullest extent permitted by law, that the total cumulative liability of CONSULTANT, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "CONSULTANT Entities"), to CLIENT arising from SERVICES under this AGREEMENT, including any indemnity obligation, any defense costs and attorney's fees, and any consequential damages which may be due under this AGREEMENT, will not exceed the gross compensation received by CONSULTANT under this AGREEMENT or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors

or omissions in CONSULTANT Entities' SERVICES, whether alleged to arise in tort, contract, warranty, or other legal theory.

## 10.2. Indemnification.

**10.2.1. Indemnification of CLIENT.** Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this AGREEMENT, including section 10.1 above, CONSULTANT agrees to indemnify and hold harmless CLIENT its shareholders, officers, directors, and employees from and against any and all third party claims, suits, liabilities, damages, expenses, or losses (including reimbursement of reasonable attorney's fees and costs of defense), (collectively "Losses") to the extent caused by CONSULTANT's negligent performance of its SERVICES under this AGREEMENT. With regard to any claim alleging CONSULTANT'S negligent performance of professional SERVICES, CONSULTANT's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of Engineer.

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

**10.3 No Personal Liability.** CLIENT and CONSULTANT intend that CONSULTANT's SERVICES will not subject CONSULTANT's individual employees, officers, or directors to personal liability. Therefore, and notwithstanding any other provision of this AGREEMENT, CLIENT agrees as its sole and exclusive remedy to direct or assert any claim, demand, or suit only against the business entity identified as "CONSULTANT" on the first page of this AGREEMENT.

**10.4 Deviation from Recommendations.** Unless specifically agreed otherwise in writing, CLIENT agrees that CONSULTANT bears no responsibility for ensuring CLIENT's or any other party's compliance with any specifications, procedures, or recommendations provided by CONSULTANT to CLIENT under this AGREEMENT (collectively, "recommendations"). CLIENT hereby releases CONSULTANT from all liability arising from any other party's failure to fully comply with recommendations, and CLIENT will defend, indemnify, and hold harmless CONSULTANT from any party's claims for losses arising from or related to CLIENT'S or any other party's failure to fully comply with recommendations.

**10.5. Consequential Damages.** Neither CLIENT nor CONSULTANT will be liable to the other for any special, consequential, incidental, indirect, punitive or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, business, reputation, financing or inventory, or for use charges, cost of capital, or claims of the other party or its customers. This waiver applies to all such claims and damages, whether based on contract, warranty, tort or any other legal theory.

**10.6. Continuing AGREEMENT.** The indemnity obligations, limitation of remedies, and consequential damages waiver established under this AGREEMENT will survive the expiration or termination of this AGREEMENT. If CONSULTANT provides additional or different SERVICES to CLIENT that the parties do not confirm through execution of an amendment to this AGREEMENT, the obligations of the parties to indemnify each other, the limitations on liability, and the consequential damages waiver established under this AGREEMENT apply to such SERVICES as if the parties had executed an amendment.

## 11. INSURANCE

**11.1 CONSULTANT's Insurance.** If reasonably available, CONSULTANT will maintain the following coverages:

**11.1.1** Statutory workers' compensation/employer's liability insurance;

**11.1.2** Commercial general liability insurance with a combined single limit of \$1,000,000;

**11.1.3** Automobile liability insurance, including liability for all owned, hired, and non-owned vehicles with a combined single limit per occurrence of \$1,000,000; and

**11.1.4** Professional liability insurance with a limit of at least \$1,000,000 per claim and annual aggregate.

**11.2 CLIENT's Insurance.** As appropriate, CLIENT will obtain builder's risk insurance or other property insurance to protect it from injury or damage to the project, and which waives all rights of subrogation against CONSULTANT, and names CONSULTANT as an additional insured. Proceeds from such insurance will be held by CLIENT as trustee and will be payable to CONSULTANT as its interests appear. CLIENT will also require that all contractors and subcontractors for the Project name CONSULTANT as an additional insured under their General Liability and Automobile Liability insurance policies

**11.3 Certificates of Insurance.** Upon request, CONSULTANT and CLIENT will each provide to the other certificate(s) of insurance evidencing the existence of the policies required herein. Except for professional liability and workers' compensation insurance, all policies required under this AGREEMENT shall contain a waiver of subrogation.

## **12. OWNERSHIP AND USE OF CLIENT DOCUMENTS AND INSTRUMENTS OF PROFESSIONAL SERVICE**

**12.1 CLIENT Documents.** All documents provided by CLIENT will remain CLIENT's property. CONSULTANT will return all such documents to CLIENT upon CLIENT's request. CLIENT will permit CONSULTANT to make and retain copies of all CLIENT documents.

**12.2 Instruments of Professional Service.** Except as otherwise agreed to by CLIENT and CONSULTANT, instruments of professional service are and shall remain CONSULTANT's property, and CONSULTANT has the right, in its sole discretion, to dispose of or retain the instruments of professional service. CLIENT will not provide instruments of professional service to any other person or entity without CONSULTANT's prior written consent.

**12.2.1 Use by CLIENT.** CLIENT has CONSULTANT's permission to use CONSULTANT's instruments of professional service for purposes reasonably connected with this project, including, without limitation, the project's design and licensing requirements.

**12.2.2 Use by CONSULTANT.** CONSULTANT may use CONSULTANT's instruments of professional service for any purpose. CONSULTANT owns any patentable concepts or copyrightable materials arising from CONSULTANT's SERVICES.

**12.3 Electronic Media.** At CLIENT's request, CONSULTANT will provide instruments of professional service to CLIENT in an electronic format, but CLIENT recognizes that CONSULTANT makes no warranties, either express or implied, about the fitness or suitability of any electronically transmitted instruments of professional service or media. CLIENT agrees that CONSULTANT's original, hard-copy instruments of professional service remain the actual instruments of professional service.

**12.4 Unauthorized Use and Reliance.** No party other than CLIENT may rely on CONSULTANT's instruments of professional service without CONSULTANT's prior written consent, CONSULTANT's receipt of additional compensation, and the written AGREEMENT of the party seeking reliance to be bound by the same terms and conditions as CLIENT herein. CLIENT waives any and all claims against CONSULTANT resulting from the unauthorized use or alteration of instruments of professional service, including those in electronic format, by CLIENT or any party obtaining instruments of professional service through CLIENT. CLIENT will defend, indemnify, and hold harmless CONSULTANT from and against any claim, action, or proceeding brought by any party claiming to have relied upon information or opinions contained in instruments of professional service without having obtained CONSULTANT's prior written consent to do so, and any claim arising out of or related to the unauthorized use, reuse, or modification of the instruments of professional service by CLIENT or any party obtaining them through CLIENT.

**12.5 Confidentiality.** CONSULTANT will hold confidential business and technical information obtained from CLIENT or CLIENT's representatives or generated in the performance of the SERVICES under this AGREEMENT and first identified in writing by CLIENT as "confidential." CONSULTANT will not disclose such information without the consent of CLIENT except to the extent required for: 1) performance of SERVICES under this AGREEMENT; 2) compliance with professional or ethical standards of conduct for preservation of public health, safety, and welfare; 3) compliance with any court order or other government directive; and/or 4) protection of CONSULTANT against claims or liabilities arising from performance of SERVICES under this AGREEMENT. CONSULTANT's obligation hereunder will not apply to information in the public domain or lawfully acquired from others on a nonconfidential basis.

## **13. SUSPENSION AND DELAY; TERMINATION**

**13.1 Suspension and Delay.** Upon ten (10) days' written notice to CONSULTANT, CLIENT may suspend CONSULTANT's SERVICES. Upon ten (10) days' written notice to CLIENT, CONSULTANT may terminate this AGREEMENT if CLIENT suspends the SERVICES for more than 60 days, in which case CLIENT will compensate CONSULTANT as provided in Section 13.4. If CLIENT suspends the SERVICES, or if CLIENT or others delay

CONSULTANT's SERVICES, CLIENT and CONSULTANT agree to equitably adjust the time for completion of the SERVICES and CONSULTANT's compensation for the additional labor, equipment, and other expenses associated with maintaining CONSULTANT's workforce for CLIENT's benefit during the delay or suspension, and any expenses incurred by CONSULTANT for demobilization and subsequent remobilization.

**13.2 Termination for Convenience.** CONSULTANT and CLIENT may terminate this AGREEMENT for convenience upon ten (10) days' written notice delivered or mailed to the other party.

**13.3 Termination for Cause.** In the event that either party breaches this AGREEMENT, the nonbreaching party may deliver to the breaching party a written termination notice that states the basis for termination. Neither party may terminate this AGREEMENT for cause if the breaching party cures the breach within ten (10) days after receiving the termination notice. The nonbreaching party has the right to terminate this Agreement if the breaching party fails to cure the breach within the ten-day (10-day) period.

**13.4 Payment on Termination.** Following termination other than for CONSULTANT's breach of this AGREEMENT, CLIENT will pay CONSULTANT for the SERVICES performed prior to the termination-notice date, and for any necessary SERVICES and expenses incurred in connection with the termination, including, but not limited to, the costs of completing analyses, records, and reports necessary to document project status at the time of termination and costs associated with termination of subconsultant and/or subcontractor contracts in accordance with CONSULTANT's then-current Fee Schedule in Exhibit A.

**13.5 Force Majeure.** In the event that CONSULTANT is prevented from completing performance of its obligations under this AGREEMENT by adverse weather or other occurrence beyond the control of CONSULTANT, then CONSULTANT will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the AGREEMENT, schedules will be equitably adjusted.

## 14. DISPUTES

**14.1 Mediation.** All disputes between CONSULTANT and CLIENT are subject to mediation before either party initiates any other method of dispute resolution. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated. Should mediation fail to resolve the dispute, the parties shall proceed to nonbinding arbitration before a mutually agreed-upon arbitrator(s) or to litigation, as mutually agreed by the parties.

**14.2 Choice of Law; Venue.** This AGREEMENT will be construed in accordance with and governed by the laws of the state in which the project is located.

**14.3 Statutes of Limitations.** Any claim related to or arising out of this AGREEMENT by either party, whether known or unknown, including but not limited to claims for breach of this AGREEMENT or for the failure to perform in accordance with the applicable standard of care, shall be made within two (2) years from the time the CLIENT knew or should have known of its claim, but in any event, not later than four (4) years after the completion of CONSULTANT'S SERVICES on the project.

## 15. MISCELLANEOUS

**15.1 Assignment and Subcontracts.** During the term of this AGREEMENT and following its termination for any reason, neither CLIENT nor CONSULTANT shall assign, convey, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this AGREEMENT, or any proceeds of claims arising from or under this AGREEMENT; (b) any rights, claims, or causes of action alleging breach, loss or damages arising from or under this AGREEMENT; (c) the control of claims or causes of action against the other party arising from or under this AGREEMENT; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. Any assignment that fails to comply with this paragraph will be void and of no effect. CONSULTANT may subcontract for the SERVICES of others without obtaining CLIENT's consent if CONSULTANT deems it necessary or desirable for others to perform certain SERVICES.

**15.2 Integration and Severability.** This AGREEMENT reflects the parties' entire AGREEMENT with respect to its terms and limitations and supersedes all prior AGREEMENTs, written and oral. If any portion of this AGREEMENT is found void or voidable, CLIENT and CONSULTANT will consider that portion stricken and will reform the AGREEMENT to achieve as much of the stricken portions' purpose as possible. These terms and conditions survive the completion of the SERVICES and the termination of the AGREEMENT, whether termination is for cause or for convenience. If any portion of this AGREEMENT is void or voidable, such portion will be deemed stricken and the

AGREEMENT reformed to as closely approximate the stricken portions as the law allows, and the remaining provisions of this AGREEMENT shall be valid and binding on both the CLIENT and CONSULTANT.

**15.3 Modification of This AGREEMENT.** This AGREEMENT may be modified or altered only via a written AGREEMENT that refers specifically to this AGREEMENT and is signed by an authorized representative of each party.

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

**15.5 Headings.** The headings used in this AGREEMENT are for convenience only. They are not a part of this AGREEMENT.

**15.6 Waiver.** The waiver of any term, condition, or breach of this AGREEMENT will not operate as a subsequent waiver of the same term, condition, or breach.

**15.7 Precedence.** These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other AGREEMENT term, proposal, purchase order, requisition, notice to proceed, or other document regarding CONSULTANT's SERVICES.

**15.8 Incorporation of Provisions Required by Law.** This AGREEMENT includes each provision and clause required by law, and the AGREEMENT should be read and enforced as though each such provision and clause were set forth in its entirety.

**15.9 No Third Party Rights.** Nothing in this AGREEMENT or as a consequence of any of the SERVICES provided gives any rights or benefits to anyone other than the CLIENT and CONSULTANT. All duties and responsibilities undertaken in this AGREEMENT are for the sole use and exclusive benefit of CLIENT and not for the use or benefit of any other party.

---

***End of General Conditions***

Contract Number:

5

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated September 10, 2025, for reference purposes only, and is made by and between the Santa Rosa High School District (“District”) and Crawford & Associates, Inc. (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on September 11, 2025. Consultant shall diligently perform as required and complete performance by December 31, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the not to exceed amount of **Eighty Thousand Dollars (\$80,000.00)**. This amount shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

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

#### 11. Termination.

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

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

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

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

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

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

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

### 13. Insurance.

#### 13.1 Insurance Requirement

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

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

\$1,000,000 per occurrence  
\$ 100,000 fire damage  
\$ 5,000 med expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

Sexual Abuse and Molestation coverage

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

### 13.2. Proof of Carriage of Insurance.

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

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

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly

performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

17. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

20. Fingerprinting of Employees.

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

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

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

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

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

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

21. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

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

23. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performance.

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

24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the

District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

26. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

<b>If to the District:</b> Lisa August Interim Superintendent Santa Rosa City Schools 110 Stony Point Rd., Suite 210 Santa Rosa, CA 95401	<b>If to the Contractor:</b> Robert Hill Director of Construction Services 3325 Regional Parkway, Suite 8 Santa Rosa, CA 95403
--	--

Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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

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

36. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

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

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

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

**[Signatures on Following Page]**

**CONSULTANT: Crawford & Associates, Inc.**

**SANTA ROSA HIGH SCHOOL DISTRICT**

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

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

Name: Robert Hill

Name: Lisa August

Title: Director of Construction Services

Title: Interim Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

648-102/6759457.1

August 22, 2025  
Project No. 25-1640.P

## **Construction Materials Testing and Special Inspection Services**

**Santa Rosa Middle School 6 TK Classrooms & Pick-Up/Drop-Off Area**

**500 E St**

**Santa Rosa, CA 95404**

Crawford & Associates, Inc. (Crawford) is pleased to submit this proposal to provide construction materials testing and special inspection services for the Santa Rosa Middle School 6 TK Classrooms & Pick-Up/Drop-Off Area, located in Santa Rosa, CA.

The purpose of our services is to perform inspection and testing during the installation of six classrooms and improvement of the pick-up & drop-off area, providing the Owner, Santa Rosa City School District, with accurate field data and documentation to evaluate compliance with the approved project plans and specifications. We appreciate the opportunity to support the successful delivery of this project and to serve as a member of the Project Team.

This proposal outlines our understanding of the project, the scope of services to be provided, and an estimate of our professional fees.

### **PROJECT UNDERSTANDING**

---

We understand that the project will consist of the installation of six classrooms and improvement of the pick-up & drop-off area, and the associated site work. This project falls under the jurisdiction of the State of California, Division of State Architect

Our understanding of the project is based on our experience with similar projects and a cursory review of the below documents.

- Project Drawing titled "Hummingbird Buildings" By Zinnia, dated 9/22/23
- Project Specifications titled Hummingbird Buildings by Zinnia, dated 9/22/23
- DSA Form 103-22 dated 09/18/2023

### **SCOPE OF SERVICES**

---

Crawford will perform the following services in accordance with the Department of the State Architect and California Building Code (CBC) 2022

#### **Task 1: Project Management and Reporting**

Our Project Management Team will provide overall oversight of inspection and testing services, including the assignment of appropriately qualified and certified personnel in accordance with project requirements and agency approvals. The team will also serve as the primary point of



contact for communication with the project stakeholders, including the Inspector of Record (IOR), Design Professional in General Responsible Charge (DPGRC), and DSA representatives.

All Daily Field Reports (DFRs) and observations will be reviewed by the Project Management Team to ensure completeness, accuracy, and timely identification of any nonconforming items. Any discrepancies, deficiencies, or field issues identified during the course of work will be promptly communicated to the project team to facilitate timely resolution.

All reports and documentation will be prepared and submitted in accordance with DSA PR 13-01 and other applicable DSA Inspection Resources (IRs). Reports will clearly indicate the scope of observation, conformance or nonconformance status, and corrective actions taken (if applicable). When required, DSA Non-Compliance Notices and Verified Reports will be prepared using DSA-approved templates and submitted to the IOR and DSA field engineer for review.

Our Laboratory Engineer of Record (EOR) will provide engineering oversight for all materials testing and special inspection services. Responsibilities will include technical review of submittals, verification of compliance with applicable codes and standards, oversight of laboratory testing programs, and validation of test results. The EOR will also prepare and sign the final Verified Reports and summary letters required by DSA and will be available to coordinate with the project team on technical matters and resolution of any field or material nonconformances.

## **Task 2: Earthwork Observation and Testing**

Crawford & Associates will provide a technician on a periodic basis to observe earthwork activities and perform materials sampling and testing, including in-place density testing to evaluate conformance with the approved project plans, specifications, and the recommendations of the Geotechnical Investigation Report. These services will be conducted during site grading, preparation of structure and building foundation subgrades, **and** utility trench and excavation backfill

All earthwork observation and testing will be performed under the direction of the Crawford & Associates' Geotechnical Engineer of Record (GEOR). The GEOR is responsible for reviewing test results and confirming that earthwork complies with the recommendations in the geotechnical report. If field conditions differ from those expected, the GEOR may provide revised recommendations to address unsuitable soils, moisture conditioning, or other issues.

## **Task 3: Reinforced Concrete Special Inspection and Testing**

We will provide continuous observation and testing during cast-in-place concrete placement. Slump, temperature, and air content tests will be performed in the field, and concrete test specimens will be cast for compressive strength testing in accordance with the project specifications and applicable jurisdictional requirements. Concrete batch tickets will be reviewed during placement to verify conformance with the approved mix design.

Prior to concrete placement, we will review the concrete mix design submittals for compliance with the requirements of ACI 318 and the California Building Code. This review will include verification of specified compressive strength (f'c), cementitious materials, water-cementitious ratio, aggregate gradation, admixture compatibility, and durability requirements (e.g., sulfate

exposure, freeze-thaw conditions). Only approved mix designs will be accepted for use in the field.

Reinforcing Steel Identification and Sampling will be conducted at the fabrication facility in accordance with DSA IR 17-10. Our certified special inspectors will verify bar size, grade, heat number, and mill test report compliance with approved project specifications. Random sampling

of reinforcing bars will be performed for physical testing at an accredited laboratory, and traceability of sampled materials will be maintained from fabrication through delivery to the jobsite.

Concrete Batch Plant Inspection will be conducted in accordance with DSA IR 17-13 during placement of structural concrete. Our inspection will include verification of batch plant certification, review of mix design submittals, observation of batching procedures, and confirmation that materials meet project specifications. The inspector will verify correct batching sequence, water-cement ratio, and admixture use, and will ensure that concrete trucks are properly identified and loaded within required time limits for placement.

#### **Task 4: Structural Steel and Welding Inspection**

We will perform material identification and verification of structural steel components at the fabrication shop or upon delivery to the project site, as required. Inspection will include verification of member sizes, grades, mill certifications, and compliance with the approved construction documents. Heat numbers will be reviewed for traceability, and material markings will be checked in accordance with CBC Chapter 17, AISC 360, and AWS D1.1.

Our services will include periodic observation during shop welding operations, as required by the project specifications and AWS. This includes the review and verification of Welding Procedure Specifications (WPS), Procedure Qualification Records (PQR), and welder performance qualifications. Inspection will include joint preparation, fit-up, verification of electrode type, joint configuration, preheat and interpass temperature control, and welder qualifications. Welds will be monitored for quality, conformance to approved WPS, and compliance with project plans and specifications.

Non-destructive testing (NDT) will be performed in accordance with the project specifications, AWS D1.1, D1.8, and CBC Chapter 17 requirements. NDT will include as applicable, ultrasonic testing (UT) for full-penetration welds, radiographic testing (RT) for critical welds, magnetic particle testing (MT) for surface discontinuities, and liquid penetrant testing (PT) for welds on non-ferrous metals or smooth surfaces.

#### **Task 5: Anchor Bolts & Anchor Rods**

Anchor bolt material identification will be verified in accordance with **DSA IR 17-3**, which requires that bolts be properly labeled and traceable to mill certifications. Inspection will confirm the anchor bolt diameter, length, grade, thread condition, and manufacturer markings. Only approved and pre-identified anchor bolts will be accepted for installation. Documentation of heat numbers, lot

numbers, and associated test reports will be maintained and reviewed to ensure compliance with project specifications and applicable standards.

## **DELIVERABLES**

---

- Daily Field Reports with any applicable test data will be reviewed by a Crawford project manager and provided to the project team at a minimum on a weekly basis.
- When requested, at the completion of the project Crawford & Associates will provide one (1) final summery letter of our services.

Crawford will provide all necessary personnel, subconsultants, standard equipment, and time to complete the project as requested by the Santa Rosa City School District.

## **FEES**

---

Based on our construction experience and the project size, visits for testing and observation will likely vary between half-day to a full-day. The costs are based on our experience with similar projects. Actual costs will depend on the actual construction schedule, process, and number of tests required. Based on our experience, our fee could be as much as 35% lower or higher than our estimate due to contractor's actual scheduling, size of grading crews, construction delays, expanded scope and other items not known at this time.

We will only invoice you for the time required to complete the project. We will notify you in a timely manner if we expect to exceed the estimated fee due to contractor's schedule or required retesting. All laboratory testing will be per Caltrans procedures.

Over-time rates (rate x 1.5) may apply for site visits requested before 7:00 a.m. or after 4:00 p.m.; site visits requested with less than 24-hours notice; and same-day schedule changes. Site visits on Sundays or holidays will be billed at the straight-time hourly rate times two.

Crawford will perform the construction observation and materials testing services for the estimated fee of \$80,000.00, in accordance with the attached rate schedule.

### **Assumptions:**

- This project will be subject to the California Prevailing Wage Law (determination no. NC-63-3-9-2024-1).
- We assume the project schedule will be based on an 8-hour workday, five days a week, Monday through Friday including travel time. Weekends, swing shifts and night shifts are not anticipated.
- The anticipated work will be conducted during typical construction hours of 6:00am to 4:00pm.
- Non-standard equipment such as ladders, man lifts, and other equipment are not included in this proposal
- Crawford & Associates assumes the structural steel fabrication facilities will be located within 50 miles of a Crawford office in northern California.

## **AUTHORIZATION**

---

Crawford & Associates, Inc. will provide services in accordance with the terms and conditions outlined in our standard professional services agreement. If the client requires the use of an alternate form of contract or agreement, please note that additional time may be needed for internal and legal review prior to authorization and commencement of services.

## **SCHEDULING AND AVAILABILITY**

---

All materials testing and special inspection services will be provided on an as-needed, as-scheduled basis. Scheduling field services is subject to availability and must be coordinated in advance through our dispatch team.

Scheduling requests are accepted Monday through Friday, between the hours of 7:00 AM and 4:30 PM, excluding observed holidays. Requests received during these hours will be processed for the following business day, unless otherwise confirmed.

We recommend submitting requests as early as possible to ensure availability and adequate planning for your project needs, with a minimum of 24 hours' advanced notice. To ensure requests are received and processed in a timely manner, please include the following on all email requests.

Scheduling email contacts:

- Dispatch Team: [dispatch@crawford-inc.com](mailto:dispatch@crawford-inc.com)
- Office Main Line: 707-582-8945
- Rob Hill, [r.hill@crawford-inc.com](mailto:r.hill@crawford-inc.com)

## **CLOSING**

---

Crawford & Associates appreciates the opportunity to present this proposal to provide materials testing and special inspection services for this project. We are fully committed to delivering exceptional results and building a partnership that will continue to add value far into the future.

Sincerely,

Name: Rob Hill

Title: Director of Construction Services

**Attachments:** Fee Itemization  
2025 Fee Schedule



Sacramento  
Chico  
Eureka  
Modesto  
Santa Rosa  
Seattle  
Ukiah

## AGREEMENT FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

Santa Rosa City School District "CLIENT" requests Crawford & Associates, Inc. (Crawford) "CONSULTANT" to provide Materials Testing and Inspection Services for the following project:

**Project Name:** Santa Rosa Middle School 6 TK Classrooms & Pick-Up/Drop-Off Area Improvements  
**Project Location:** Santa Rosa, CA 95404

**Construction Materials Testing and Special Inspection Services as described in the proposal titled "New Radio Tower" File No. 25-1640.P incorporated here within as Exhibit A:**

- Project management and reporting
- Earthwork Observation and Testing
- Reinforced Concrete Special Inspection and Testing
- Structural Steel and Welding Inspection
- Post-Installed Anchors and Bolting inspection
- Laboratory Testing

**Fee Estimate: \$80,000\***

*\*This is an estimate of the anticipated costs associated with the services we are proposing to provide. An estimate is made with our best professional judgment, but we cannot anticipate everything that will happen during the course of completing your project and there are often unforeseen circumstances or conditions that result in a greater commitment of staff resources than the originally estimated amount. Crawford reserves the right, as a condition of this service agreement, to invoice up to an amount 10% greater than the amount originally estimated without CLIENT consultation and without a fully executed service agreement amendment.*

**Prevailing Wage:**  Yes  No

CLIENT agrees to pay at the hourly rates and to pay all other costs for the work or portion of work performed as set forth in the CONSULTANT's Fee Schedule (Exhibit A) attached and made a part of this Agreement.

CONSULTANT agrees to perform the services set forth in this AGREEMENT according to its terms, including all attachments incorporated. This AGREEMENT may be modified or altered only in writing, as specifically described in this AGREEMENT.

**CLIENT**

**CONSULTANT**

<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Company:</b> _____</p> <p><b>Address:</b> _____</p> <p><b>Phone/Email:</b> _____</p> <p><b>Date:</b> _____</p>	<p>_____</p> <p>Robert Hill</p> <p>_____</p> <p>Director of Construction Services</p> <p>_____</p> <p>Crawford &amp; Associates, Inc</p> <p>_____</p> <p>3325 Regional Parkway, Suite 8</p> <p>Santa Rosa, CA 95403</p> <p>_____</p> <p>r.hill@crawford-inc.com</p> <p>(209) 996-1353</p> <p>_____</p>
--	--

# GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

## 1. DEFINITIONS

**1.1 Certification.** CONSULTANT's expression of a professional opinion based upon the SERVICES CONSULTANT performed. A certification does not constitute a warranty or guarantee, either express or implied.

**1.2 Contractor.** The Contractor or Contractors, including its/their subcontractors of every tier, retained to perform construction work on the project for which CONSULTANT is providing SERVICES under this AGREEMENT.

**1.3 CONSULTANT Entities.** The CONSULTANT and its subconsultants, subcontractors, and agents, and all of their respective shareholders, directors, officers, employees, and agents, and their heirs and assigns.

**1.4 Day(s).** Calendar day(s) unless otherwise stated.

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

**1.6 Inspect, Inspection.** Visual determination of conformance with specific requirements.

**1.7 Instruments of Professional Service.** All documents and information – e.g., letters, memoranda, reports, boring logs, maps, field data, field notes, drawings and specifications, and test data prepared by CONSULTANT.

**1.8 General Contractor.** The contractor that has overall responsibility for project-site activities, including site safety and security, and is in charge of all other contractors and subcontractors hired for the project.

**1.9 Observation, Observe.** On the basis of CONSULTANT's professional judgment, the act of visual evaluation or visually evaluating general conformance with requirements.

**1.10 Services.** The professional SERVICES provided by CONSULTANT under this AGREEMENT including SERVICES described in the scope of SERVICES (Page 1) and any written task order or amendment to this AGREEMENT.

**1.11 Subcontractor.** Contractor hired by the General Contractor or another contractor or subcontractor.

**1.12 Test(s), Testing.** Measurement, examination, and other activities to assess the characteristics or performance of materials.

**1.13 Work.** A contractor's or subcontractor's labor, materials, equipment, and constructed results.

## 2. ACCEPTANCE OF TERMS AND CONDITIONS

Unless otherwise specifically stated by CLIENT in writing, CLIENT's request that CONSULTANT initiate SERVICES will constitute CLIENT's acceptance of this AGREEMENT and all of its terms and conditions. Any additional or different terms that CLIENT provides in any subsequent acknowledgment, purchase order, task order, or other document that vary from any of the terms herein or in CONSULTANT's proposal are hereby objected to and rejected. Any such terms proposed by CLIENT, whether by offer or acceptance, shall be void unless CONSULTANT expressly agrees to them in writing.

## 3. SCOPE OF SERVICES

**3.1 Services Provided; Independent Contractor.** CONSULTANT will provide the SERVICES set forth in the scope of SERVICES (Page 1) as an independent contractor.

**3.2 Authority of CONSULTANT.** CONSULTANT will report to CLIENT data and results of observation, inspection, and testing as set forth in the scope of SERVICES (Page 1). CONSULTANT will report to CLIENT or CLIENT's representative observed or inspected work that, in CONSULTANT's opinion, fails to conform to project plans and specifications. CONSULTANT has no right or responsibility to approve, accept, reject, or stop work of any agent of CLIENT. No action of CONSULTANT or CONSULTANT's site representative(s) shall be construed by any party as revoking, altering, enlarging, relaxing, or releasing any requirement of the plans, specifications, and codes applicable to the project or any AGREEMENT between CLIENT and others. Such rights are reserved solely for CLIENT

**3.3 Variation of Material Characteristics and Conditions.** CONSULTANT's observations and standardized sampling, inspection, and testing procedures indicate conditions of materials and construction activities only at the precise location where and precise time when CONSULTANT performed SERVICES. CLIENT recognizes that conditions of materials and construction activities at other locations may vary from those measured, observed, or inspected, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. Nonetheless, CONSULTANT may make inferences based upon the information derived from these procedures to formulate professional opinions about conditions in other areas. Nonetheless, CONSULTANT is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it observes, inspects, samples, or tests. Even if performed on a continuous basis, SERVICES do not and should not be interpreted to mean that CONSULTANT is observing, inspecting, or testing all materials on the project. CONSULTANT is not responsible for other parties' interpretations or use of the information CONSULTANT developed.

**3.4 Scheduling and Frequency of Observations, Inspections, and Testing.** CLIENT acknowledges that CLIENT – directly or by CLIENT's designee – has the sole right and sole responsibility to determine the extent, frequency, and scheduling of observations, inspections, and testing performed by CONSULTANT. Accordingly, CLIENT also acknowledges that CONSULTANT bears no responsibility for damages that may accrue because CONSULTANT did not perform observations, inspections, or testing that CLIENT failed to request or schedule.

**3.5 Changes in Scope.** If CONSULTANT provides CLIENT with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this AGREEMENT unless CLIENT objects in writing within 5 business days after receipt. All SERVICES performed by CONSULTANT on the Project are subject to the terms and limitations of this AGREEMENT. If SERVICES are performed, but the parties do not reach AGREEMENT concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this AGREEMENT apply to such SERVICES, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

**3.6 Licenses.** CONSULTANT will procure and maintain business and professional licenses and registrations necessary to provide its SERVICES.

**3.7 Excluded Services.** CONSULTANT'S SERVICES under this AGREEMENT include only those SERVICES specified in the SCOPE OF SERVICES, or a written amendment(s) thereto. Engineer shall have no other responsibility or obligation except as agreed to in writing.

CLIENT expressly waives any claim against CONSULTANT resulting from its failure to perform recommended additional SERVICES that CLIENT has not authorized CONSULTANT to perform, and any claim that CONSULTANT failed to perform SERVICES that CLIENT instructed CONSULTANT not to perform.

**3.8 No Fiduciary Responsibility.** CLIENT agrees that CONSULTANT has been engaged to provide technical professional SERVICES only and that CONSULTANT does not owe a fiduciary responsibility to CLIENT or to the project Owner, if different from CLIENT.

#### 4. PAYMENTS TO CONSULTANT

**4.1 Basic Services, Fees, and Expenses.** CONSULTANT will perform SERVICES for the amount(s) set forth in the Fee Estimate on Page 1 and Fee Schedule (Exhibit A). CLIENT acknowledges that the Fee Schedule is subject to periodic review and amendment to reflect CONSULTANT's then-current fee structure. CONSULTANT will give CLIENT at least thirty (30) days' advance notice of any changes to its Fee Schedule. Unless CLIENT objects in writing to such changes within thirty (30) days of notification, the amended fee structure will be incorporated into this AGREEMENT and will supersede any prior fee structure.

**4.2 Additional Services.** Any SERVICES CONSULTANT performs under this AGREEMENT, except those SERVICES expressly identified otherwise in the scope of SERVICES (Page 1), will be performed on a time-and-materials basis unless both parties specifically agree otherwise in writing.

**4.3 Estimate of Fees and Expenses.** CONSULTANT will, to the best of its ability, perform the SERVICES and accomplish the objectives defined in this AGREEMENT for no more than the cost (Consultant's fee and expenses) estimated in writing by Consultant. Client recognizes that unforeseen circumstances, including scope and schedule changes, can affect Consultant's ability to complete its SERVICES for no more than the estimated cost. Accordingly, Client agrees that a cost estimate or "not-to-exceed" limitation does not constitute a guarantee that Consultant will be able to complete the SERVICES for that amount. Instead, a cost estimate or "not-to-exceed" limitation indicates only that Consultant will not incur costs in excess of the estimate or limitation amount without first obtaining Client's AGREEMENT to do so.

#### 4.4 Blank

#### 4.5 Blank

**4.6 Payment Timing; Late Charge.** CONSULTANT will submit invoices to CLIENT periodically, but no more frequently than once a month. All invoices are due and payable upon presentation. Any undisputed amounts unpaid thirty (30) days after the invoice date will include a late-payment charge from the date of the invoice, at 1½% per month or the maximum legal rate, whichever is lower. CLIENT's failure to pay CONSULTANT within thirty (30) days of the date of CONSULTANT's invoice will constitute CLIENT's substantial failure to perform under this AGREEMENT, and CLIENT will remunerate CONSULTANT for all time spent and all expenses incurred (including, but not being limited to, the fees and expenses of any collection agency and/or attorney, and any court costs) in connection with collecting any delinquent amount. In addition, Engineer may suspend performance of the SERVICES when such failure to pay continues for fifteen (15) days following notice to Client of the same.

**4.7 Payment Disputes.** If CLIENT objects to any portion of an invoice, CLIENT must so notify CONSULTANT in writing within ten (10) days of the invoice date, identifying in such notice the cause of the disagreement. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

### 5. PERFORMANCE STANDARD

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

**5.2 Standard of Care.** Subject to the limitations inherent in the agreed Scope of SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this AGREEMENT, CONSULTANT will perform its SERVICES consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the SERVICES are performed. No representation, express or implied, and no warranty or guarantee is included in or intended by this AGREEMENT or by any report, opinion, document, or other instrument of professional service. CONSULTANT disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose. Even if performed on a continuous basis, CONSULTANT's SERVICES do not constitute observing, inspecting, or verifying placement of all materials of the project.

**5.3 Compliance with Codes and Referenced Standards.** As required by the applicable standard of care, CONSULTANT will perform its SERVICES in accordance with federal, state, and local codes, standards, statutes, and regulations applicable to CONSULTANT when CONSULTANT prepared the scope of SERVICES (Page 1). CONSULTANT will perform its observations, inspections, and tests in general accordance with the standards CONSULTANT references. CONSULTANT makes no representation about compliance with any standards it does not reference.

**5.4 Sampling, Observation, Inspection, and Test Locations.** Unless specifically stated otherwise, the scope of SERVICES (Page 1) excludes surveying the project site or precisely identifying sampling, observation, inspection, or test locations, depths, or elevations. In accordance with customary practice, CONSULTANT will base sampling, observation, inspection, and test locations, depths, and elevations on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in CONSULTANT's report(s), such locations, depths, and elevations are approximate.

**5.5 Sample Disposal.** CONSULTANT will dispose of samples immediately after submitting the report covering those samples. If CLIENT prefers CONSULTANT to store samples for a longer period or transfer them to another party, CLIENT shall submit to CONSULTANT a timely written notice through which CLIENT also agrees to appropriately compensate CONSULTANT for the additional service.

**5.6 Buried Utilities and Structures; Property/Work Restoration.** If the SERVICES require borings, test pits, or other invasive subsurface-exploratory SERVICES, CLIENT will provide to CONSULTANT all information it possesses about the location and nature of underground utilities and structures. To reduce the risk of damage or injury to underground utilities and structures, CONSULTANT will rely on CLIENT-furnished information and will also contact an appropriate utility locator. CLIENT agrees to hold CONSULTANT harmless for any damage to underground utilities or structures that are not called to CONSULTANT's attention or that are shown incorrectly on plans or drawings furnished for the purpose of locating such utilities and structures. CONSULTANT will take reasonable precautions to limit the damage to the project site or work caused by the performance of its SERVICES. CLIENT

understands that some damage may necessarily occur in the normal course of performing SERVICES, and that this AGREEMENT excludes repair of such damage unless specifically stated otherwise in the scope of SERVICES (Page 1) or via a subsequent amendment to this AGREEMENT.

## 6. CONTRACTOR'S PERFORMANCE

CONSULTANT is not responsible for any contractor's means, methods, techniques, or sequences during the performance of any contractor's work. CONSULTANT will not supervise or direct any contractor's work nor be liable for any failure of contractor to complete its work in accordance with the project's plans, specifications, and/or applicable codes, laws, and regulations. CLIENT understands and agrees that the general contractor, not CONSULTANT, has sole responsibility for the safety and security of persons and property at the project site. CONSULTANT shall not be responsible for the acts, errors or omissions of the Contractor, Owner, CLIENT other consultants, or any other persons or entities performing work on the project, except those under the direct control of CONSULTANT.

## 7. CLIENT'S RESPONSIBILITIES

In addition to compensating CONSULTANT for SERVICES, CLIENT agrees to:

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

**7.2 Access.** Grant or obtain free access to the project site for all equipment and personnel necessary for CONSULTANT to perform its SERVICES.

**7.3 Representative.** Designate a representative to transmit notices and information pertaining to the SERVICES, communicate CLIENT's policies and decisions, and assist as necessary in matters pertaining to the project and this AGREEMENT. CLIENT may change its representative by written notice.

**7.4 Information.** Supply to CONSULTANT all information and documents relevant to the SERVICES. CONSULTANT may rely upon such information without independently verifying its accuracy. CLIENT will notify CONSULTANT of any known potential or possible health or safety hazard associated with the materials to be tested, including their intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

## 8. BLANK

## 9. CERTIFICATIONS

CLIENT agrees not to require that CONSULTANT execute any certification with regard to SERVICES performed or Work tested and/or observed under this AGREEMENT unless: 1) CONSULTANT believes that it has performed sufficient SERVICES to provide a sufficient basis to issue the certification; 2) CONSULTANT believes that the SERVICES performed or Work tested and/or observed meet the criteria of the certification; and 3) CONSULTANT has reviewed and approved in writing the exact form of such certification prior to execution of this AGREEMENT. Any certification by CONSULTANT is limited to an expression of professional opinion based upon the SERVICES performed by CONSULTANT and does not constitute a warranty or guarantee, either expressed or implied. Any such certification in no way relieves the contractor or any other party from meeting requirements imposed by contract or other means, including industry standards. CLIENT further agrees not to make resolution of any dispute with the CONSULTANT or payment of any sums due CONSULTANT in any way contingent on CONSULTANT signing any such certification or similar document.

## 10. ALLOCATION OF RISK

**10.1 Limitation of Remedies.** In recognition of the relative risks and benefits of the project to CLIENT and CONSULTANT, the risks are allocated such that CLIENT agrees, to the fullest extent permitted by law, that the total cumulative liability of CONSULTANT, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "CONSULTANT Entities"), to CLIENT arising from SERVICES under this AGREEMENT, including any indemnity obligation, any defense costs and attorney's fees, and any consequential damages which may be due under this AGREEMENT, will not exceed the gross compensation received by CONSULTANT under this AGREEMENT or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors

or omissions in CONSULTANT Entities' SERVICES, whether alleged to arise in tort, contract, warranty, or other legal theory.

## 10.2. Indemnification.

**10.2.1. Indemnification of CLIENT.** Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this AGREEMENT, including section 10.1 above, CONSULTANT agrees to indemnify and hold harmless CLIENT its shareholders, officers, directors, and employees from and against any and all third party claims, suits, liabilities, damages, expenses, or losses (including reimbursement of reasonable attorney's fees and costs of defense), (collectively "Losses") to the extent caused by CONSULTANT's negligent performance of its SERVICES under this AGREEMENT. With regard to any claim alleging CONSULTANT'S negligent performance of professional SERVICES, CONSULTANT's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of Engineer.

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

**10.3 No Personal Liability.** CLIENT and CONSULTANT intend that CONSULTANT's SERVICES will not subject CONSULTANT's individual employees, officers, or directors to personal liability. Therefore, and notwithstanding any other provision of this AGREEMENT, CLIENT agrees as its sole and exclusive remedy to direct or assert any claim, demand, or suit only against the business entity identified as "CONSULTANT" on the first page of this AGREEMENT.

**10.4 Deviation from Recommendations.** Unless specifically agreed otherwise in writing, CLIENT agrees that CONSULTANT bears no responsibility for ensuring CLIENT's or any other party's compliance with any specifications, procedures, or recommendations provided by CONSULTANT to CLIENT under this AGREEMENT (collectively, "recommendations"). CLIENT hereby releases CONSULTANT from all liability arising from any other party's failure to fully comply with recommendations, and CLIENT will defend, indemnify, and hold harmless CONSULTANT from any party's claims for losses arising from or related to CLIENT'S or any other party's failure to fully comply with recommendations.

**10.5. Consequential Damages.** Neither CLIENT nor CONSULTANT will be liable to the other for any special, consequential, incidental, indirect, punitive or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, business, reputation, financing or inventory, or for use charges, cost of capital, or claims of the other party or its customers. This waiver applies to all such claims and damages, whether based on contract, warranty, tort or any other legal theory.

**10.6. Continuing AGREEMENT.** The indemnity obligations, limitation of remedies, and consequential damages waiver established under this AGREEMENT will survive the expiration or termination of this AGREEMENT. If CONSULTANT provides additional or different SERVICES to CLIENT that the parties do not confirm through execution of an amendment to this AGREEMENT, the obligations of the parties to indemnify each other, the limitations on liability, and the consequential damages waiver established under this AGREEMENT apply to such SERVICES as if the parties had executed an amendment.

## 11. INSURANCE

**11.1 CONSULTANT's Insurance.** If reasonably available, CONSULTANT will maintain the following coverages:

**11.1.1** Statutory workers' compensation/employer's liability insurance;

**11.1.2** Commercial general liability insurance with a combined single limit of \$1,000,000;

**11.1.3** Automobile liability insurance, including liability for all owned, hired, and non-owned vehicles with a combined single limit per occurrence of \$1,000,000; and

**11.1.4** Professional liability insurance with a limit of at least \$1,000,000 per claim and annual aggregate.

**11.2 CLIENT's Insurance.** As appropriate, CLIENT will obtain builder's risk insurance or other property insurance to protect it from injury or damage to the project, and which waives all rights of subrogation against CONSULTANT, and names CONSULTANT as an additional insured. Proceeds from such insurance will be held by CLIENT as trustee and will be payable to CONSULTANT as its interests appear. CLIENT will also require that all contractors and subcontractors for the Project name CONSULTANT as an additional insured under their General Liability and Automobile Liability insurance policies

**11.3 Certificates of Insurance.** Upon request, CONSULTANT and CLIENT will each provide to the other certificate(s) of insurance evidencing the existence of the policies required herein. Except for professional liability and workers' compensation insurance, all policies required under this AGREEMENT shall contain a waiver of subrogation.

## **12. OWNERSHIP AND USE OF CLIENT DOCUMENTS AND INSTRUMENTS OF PROFESSIONAL SERVICE**

**12.1 CLIENT Documents.** All documents provided by CLIENT will remain CLIENT's property. CONSULTANT will return all such documents to CLIENT upon CLIENT's request. CLIENT will permit CONSULTANT to make and retain copies of all CLIENT documents.

**12.2 Instruments of Professional Service.** Except as otherwise agreed to by CLIENT and CONSULTANT, instruments of professional service are and shall remain CONSULTANT's property, and CONSULTANT has the right, in its sole discretion, to dispose of or retain the instruments of professional service. CLIENT will not provide instruments of professional service to any other person or entity without CONSULTANT's prior written consent.

**12.2.1 Use by CLIENT.** CLIENT has CONSULTANT's permission to use CONSULTANT's instruments of professional service for purposes reasonably connected with this project, including, without limitation, the project's design and licensing requirements.

**12.2.2 Use by CONSULTANT.** CONSULTANT may use CONSULTANT's instruments of professional service for any purpose. CONSULTANT owns any patentable concepts or copyrightable materials arising from CONSULTANT's SERVICES.

**12.3 Electronic Media.** At CLIENT's request, CONSULTANT will provide instruments of professional service to CLIENT in an electronic format, but CLIENT recognizes that CONSULTANT makes no warranties, either express or implied, about the fitness or suitability of any electronically transmitted instruments of professional service or media. CLIENT agrees that CONSULTANT's original, hard-copy instruments of professional service remain the actual instruments of professional service.

**12.4 Unauthorized Use and Reliance.** No party other than CLIENT may rely on CONSULTANT's instruments of professional service without CONSULTANT's prior written consent, CONSULTANT's receipt of additional compensation, and the written AGREEMENT of the party seeking reliance to be bound by the same terms and conditions as CLIENT herein. CLIENT waives any and all claims against CONSULTANT resulting from the unauthorized use or alteration of instruments of professional service, including those in electronic format, by CLIENT or any party obtaining instruments of professional service through CLIENT. CLIENT will defend, indemnify, and hold harmless CONSULTANT from and against any claim, action, or proceeding brought by any party claiming to have relied upon information or opinions contained in instruments of professional service without having obtained CONSULTANT's prior written consent to do so, and any claim arising out of or related to the unauthorized use, reuse, or modification of the instruments of professional service by CLIENT or any party obtaining them through CLIENT.

**12.5 Confidentiality.** CONSULTANT will hold confidential business and technical information obtained from CLIENT or CLIENT's representatives or generated in the performance of the SERVICES under this AGREEMENT and first identified in writing by CLIENT as "confidential." CONSULTANT will not disclose such information without the consent of CLIENT except to the extent required for: 1) performance of SERVICES under this AGREEMENT; 2) compliance with professional or ethical standards of conduct for preservation of public health, safety, and welfare; 3) compliance with any court order or other government directive; and/or 4) protection of CONSULTANT against claims or liabilities arising from performance of SERVICES under this AGREEMENT. CONSULTANT's obligation hereunder will not apply to information in the public domain or lawfully acquired from others on a nonconfidential basis.

## **13. SUSPENSION AND DELAY; TERMINATION**

**13.1 Suspension and Delay.** Upon ten (10) days' written notice to CONSULTANT, CLIENT may suspend CONSULTANT's SERVICES. Upon ten (10) days' written notice to CLIENT, CONSULTANT may terminate this AGREEMENT if CLIENT suspends the SERVICES for more than 60 days, in which case CLIENT will compensate CONSULTANT as provided in Section 13.4. If CLIENT suspends the SERVICES, or if CLIENT or others delay

CONSULTANT's SERVICES, CLIENT and CONSULTANT agree to equitably adjust the time for completion of the SERVICES and CONSULTANT's compensation for the additional labor, equipment, and other expenses associated with maintaining CONSULTANT's workforce for CLIENT's benefit during the delay or suspension, and any expenses incurred by CONSULTANT for demobilization and subsequent remobilization.

**13.2 Termination for Convenience.** CONSULTANT and CLIENT may terminate this AGREEMENT for convenience upon ten (10) days' written notice delivered or mailed to the other party.

**13.3 Termination for Cause.** In the event that either party breaches this AGREEMENT, the nonbreaching party may deliver to the breaching party a written termination notice that states the basis for termination. Neither party may terminate this AGREEMENT for cause if the breaching party cures the breach within ten (10) days after receiving the termination notice. The nonbreaching party has the right to terminate this Agreement if the breaching party fails to cure the breach within the ten-day (10-day) period.

**13.4 Payment on Termination.** Following termination other than for CONSULTANT's breach of this AGREEMENT, CLIENT will pay CONSULTANT for the SERVICES performed prior to the termination-notice date, and for any necessary SERVICES and expenses incurred in connection with the termination, including, but not limited to, the costs of completing analyses, records, and reports necessary to document project status at the time of termination and costs associated with termination of subconsultant and/or subcontractor contracts in accordance with CONSULTANT's then-current Fee Schedule in Exhibit A.

**13.5 Force Majeure.** In the event that CONSULTANT is prevented from completing performance of its obligations under this AGREEMENT by adverse weather or other occurrence beyond the control of CONSULTANT, then CONSULTANT will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the AGREEMENT, schedules will be equitably adjusted.

## 14. DISPUTES

**14.1 Mediation.** All disputes between CONSULTANT and CLIENT are subject to mediation before either party initiates any other method of dispute resolution. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated. Should mediation fail to resolve the dispute, the parties shall proceed to nonbinding arbitration before a mutually agreed-upon arbitrator(s) or to litigation, as mutually agreed by the parties.

**14.2 Choice of Law; Venue.** This AGREEMENT will be construed in accordance with and governed by the laws of the state in which the project is located.

**14.3 Statutes of Limitations.** Any claim related to or arising out of this AGREEMENT by either party, whether known or unknown, including but not limited to claims for breach of this AGREEMENT or for the failure to perform in accordance with the applicable standard of care, shall be made within two (2) years from the time the CLIENT knew or should have known of its claim, but in any event, not later than four (4) years after the completion of CONSULTANT'S SERVICES on the project.

## 15. MISCELLANEOUS

**15.1 Assignment and Subcontracts.** During the term of this AGREEMENT and following its termination for any reason, neither CLIENT nor CONSULTANT shall assign, convey, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this AGREEMENT, or any proceeds of claims arising from or under this AGREEMENT; (b) any rights, claims, or causes of action alleging breach, loss or damages arising from or under this AGREEMENT; (c) the control of claims or causes of action against the other party arising from or under this AGREEMENT; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. Any assignment that fails to comply with this paragraph will be void and of no effect. CONSULTANT may subcontract for the SERVICES of others without obtaining CLIENT's consent if CONSULTANT deems it necessary or desirable for others to perform certain SERVICES.

**15.2 Integration and Severability.** This AGREEMENT reflects the parties' entire AGREEMENT with respect to its terms and limitations and supersedes all prior AGREEMENTs, written and oral. If any portion of this AGREEMENT is found void or voidable, CLIENT and CONSULTANT will consider that portion stricken and will reform the AGREEMENT to achieve as much of the stricken portions' purpose as possible. These terms and conditions survive the completion of the SERVICES and the termination of the AGREEMENT, whether termination is for cause or for convenience. If any portion of this AGREEMENT is void or voidable, such portion will be deemed stricken and the

AGREEMENT reformed to as closely approximate the stricken portions as the law allows, and the remaining provisions of this AGREEMENT shall be valid and binding on both the CLIENT and CONSULTANT.

**15.3 Modification of This AGREEMENT.** This AGREEMENT may be modified or altered only via a written AGREEMENT that refers specifically to this AGREEMENT and is signed by an authorized representative of each party.

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

**15.5 Headings.** The headings used in this AGREEMENT are for convenience only. They are not a part of this AGREEMENT.

**15.6 Waiver.** The waiver of any term, condition, or breach of this AGREEMENT will not operate as a subsequent waiver of the same term, condition, or breach.

**15.7 Precedence.** These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other AGREEMENT term, proposal, purchase order, requisition, notice to proceed, or other document regarding CONSULTANT's SERVICES.

**15.8 Incorporation of Provisions Required by Law.** This AGREEMENT includes each provision and clause required by law, and the AGREEMENT should be read and enforced as though each such provision and clause were set forth in its entirety.

**15.9 No Third Party Rights.** Nothing in this AGREEMENT or as a consequence of any of the SERVICES provided gives any rights or benefits to anyone other than the CLIENT and CONSULTANT. All duties and responsibilities undertaken in this AGREEMENT are for the sole use and exclusive benefit of CLIENT and not for the use or benefit of any other party.

---

***End of General Conditions***

Contract Number:

6

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

This Project Assignment is executed between Santa Rosa Elementary School District (“District”) and Quattrocchi Kwok Architects (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated July 14, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description.**

Albert Biella Elementary School Library Modernization Project

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

**Basic Services Phases**

- Schematic Design
- Design Development
- Construction Documents
- Government Approvals
- Bidding
- Construction Administration
- Closeout

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

**4. Architect Compensation:**

**A. Contract Price.** One Hundred Twenty-Six Thousand Three Hundred Dollars (\$126,300.00) Lump Sum Not to Exceed.

**B. Payment Method:**

The fee will be billed monthly on a percentage of completion basis according to the following percentage breakdown by phase:

- Programming and Schematic Design: 21%
- Design Development: 0%
- Construction Documents: 47%
- Government Approvals: 2%
- Bidding and Negotiations: 5%
- Construction Administration: 20%
- Closeout: 5%

**5. Basic Services Submittal Schedule:**

<b>Phase:</b>	<b>Completion Date:</b>
Schematic Design	End of September
Design Development	n/a
Construction Documents	December 2025
DSA Review and Approval	April 2026
Construction Administration	Summer 2026

Dated: September 10, 2025

**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

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

Title: \_\_\_\_\_

**QUATTROCCHI KWOK ARCHITECTS**

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

Title: \_\_\_\_\_



August 22, 2025

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

RE: North Bay Children Center at Biella  
Project No.: 2503.00  
DSA App No.: TBD

Dear Erik,

Thank you for selecting QKA to provide architectural services for the modernization and conversion of the existing library building at Albert Biella ES into a new space for the North Bay Children Center. The project will also include ADA path of travel improvements as required by DSA. We have agreed to an initial Construction Cost Budget of \$1,000,000, this accounts for the improvements identified during our site walk with the District on 8/15/2025. These services are to be provided under the terms of our Master Agreement for Architectural Services dated July 14, 2023. We propose the scope of work, compensation and schedule as follows:

**Scope of Work:**

QKA will provide full architectural design services from Schematic Design through Construction Administration and project closeout. The project will consist of one construction phases but be submitted and approved as one drawing package and application to DSA and completed under one Construction Contract. Basic Services will be provided in each phase as described in the attached scope of services memo.

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

- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Civil Engineering

QKA will provide progress submittals at 100% Schematic Design, and 100% Construction Documents (DSA Submittal) including drawings and/or project narrative/specifications for

architectural and all engineering disciplines as well as a cost estimate confirming the project budget according to the proposed schedule below.

**Compensation:**

QKA proposes a fixed fee for this work of \$126,300. This includes all engineering consultants described above and all reimbursable expenses per the terms of our Master Agreement. The fee will be billed monthly on a percentage of completion basis according to the following percentage breakdown by phase:

Phase	Percentage of fee
Programming and Schematic Design	21%
Design Development	0%
Construction Documents	47%
Government Approvals	2%
Bidding and Negotiations	5%
Construction Administration	20%
Closeout	5%

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

**Schedule:**

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

Phase	Completion Date
Schematic Design	End of September
Design Development	n/a
Construction Documents	December 2025
DSA Review and Approval	April 2026
Construction Administration	Summer 2026

**Exclusions:**

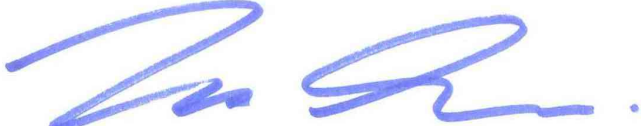
The following scope of work not included in this proposal, but can be provided as an additional service according to the terms of the Master Agreement:

- Engineering Design Criteria Report (EDCR): An EDCR may be required by DSA to identify required structural upgrades to ensure seismic safety. This requires a special report and submittal and approval by DSA according to the requirements of IR EB-3 and IR EB-4. QKA and our Structural Engineer will conduct an evaluation to determine if this process will be required at the start of the project. If required, we will provide an additional services proposal for this additional scope of work.
- Fire Protection Engineering: We do not anticipate that fire sprinklers will be required. If at a later date it is determined that they will be required, we will provide the required engineering as an additional service.

We appreciate the opportunity to provide these services to the District. Please let us know if there are any questions or concerns regarding this proposal. If the scope of work, compensation and

schedule are acceptable please return a signed copy of this proposal to our Contracts Manager, Carol Tonelli, [carolt@qka.com](mailto:carolt@qka.com) at your earliest convenience.

Sincerely,



Kevin Chapin  
Principal/Studio Leader

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Erik Oden  
Executive Director Facilities, Maintenance, and Operations

## SCOPE OF SERVICES APPENDIX

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

- a. Schematic Design Phase:** Architect shall review the program furnished by District to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with District. If District requires assistance in the preparation of the program, including meetings with faculty or other representatives, this assistance shall be compensated as an Additional Service. Architect shall, as a part of Basic Services: prepare schematic design studies, drawings and other necessary documents showing site use and the scale and relationship of the components of the Project for District approval; meet with faculty or other representatives; prepare a written preliminary estimate of probable construction costs based on current area, volume or other unit costs; and prepare a written time schedule for the performance of Architect's services.
- b. Design Development Phase:** Due to the size of the project and the aggressive schedule, the Design Development Phase will not be included in this project
- c. Construction Documents Phase:** From the approved schematic design documents, Architect shall prepare complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the Architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for approval by District. Architect shall assist the District and the District's Construction Manager with the preparation of Bid Documents. Architect shall assist District in filing any documents needed for obtaining the approval of any governmental authorities or other agencies having jurisdiction over the Project. Architect shall include with the delivery of the final form of construction documents Architect's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions. When the Project involves a school building, Architect shall make best efforts to ensure that the construction documents receive all required DSA - approval prior to bidding and shall ensure that DSA approval is obtained prior to Board approval of the construction contract.
- d. Bid Phase:** Following District's approval of construction documents and District's acceptance of Architect's final estimate of probable construction costs and agency approval of construction documents, Architect shall reproduce the plans, specifications and construction contract documents in the required number and assist District in dissemination of plans, specifications and construction contract documents among interested contractors; in obtaining bids, and in award and preparation of the construction contract and the notice to proceed. Architect shall schedule advertising and bidding sufficiently in advance of the regular meeting of District's Governing Board to allow time for any bid protest that may arise to be handled in conformance with the approved bid protest procedures. District direction of Architect to provide bidding documents prior to agency approval is recognized as an additional service.

- e. Construction Phase:** The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:
- (1) Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.
  - (2) Advise and consult with and serve as representative of District in dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract. However, all change orders affecting price shall be approved or ratified by the Governing Board of the District.
  - (3) Provide general direction to any Project inspector employed by and responsible to District as required by applicable law.
  - (4) Provide assistance to District for District to direct the contractor in the preparation of a set of drawings indicating exact location of buried utility lines and any other subsurface structures (as-built dimensions) which shall be forwarded to District upon completion of the Project.
  - (5) Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the DSA approved plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over nor charge of, nor be responsible for, the contractor's construction sequences or procedures nor for safety precautions and programs in connection with the contractor's work.
  - (6) Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies.
  - (7) Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of matters which may affect the construction schedules.
  - (8) Promptly notify District of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject the work or materials or both which do not conform. Architect shall promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract document. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the negligent acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.
  - (9) Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention

and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

(10) Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in the amount Architect determines is proper under the contract documents. Architect's approvals shall constitute representations to District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of Architect's knowledge, information and belief, the quality of the contractor's work is in accordance with the contract documents. Architect's approvals shall not be representations that Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (d) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

(11) Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.

(12) After notice and approval by District, Architect shall have authority to reject work that does not conform to the contract documents. Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

(13) Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect shall respond to contractor's requests for information relating to the construction documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions nor, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(14) Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either

District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

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

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

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

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

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

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

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

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

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

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

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

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



Contract Number:

7



August 19, 2025

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

RE: Santa Rosa High School Parking Lot Improvements  
Project No.: 2406.00  
DSA App No.:

Dear Erik,

The purpose of this letter is to request a Supplemental Service fee increase on the Santa Rosa High School Parking Lot Improvement Project. At the request of the District and their arborist, we have been requested to adjust the layout of the new driveway to our DSA approved set of drawings to help save two oak trees. In addition, we have been requested to remove additional asphalt and concrete that is in poor condition and is in need of replacement.

The expanded site work includes:

Redesign of the driveway.

Changes to the drawings to preserve the exit of the driveway to Mendocino Ave. This was originally supposed to be removed as part of this project.

Remove additional asphalt in the Art Quest parking lot that is in poor condition.

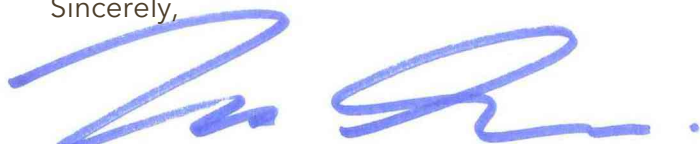
Remove silk tree and replace the concrete sidewalk that was damaged from the tree roots. This will bring the sidewalk into ADA conformance.

Remove the tree and fix the sidewalk and curb at the entrance to the parking lot from Mendocino Ave. This will help fix that ponding that occurs at the parking lot entry as well as the sidewalk along Mendocino Ave.

We respectfully request a supplemental service fee adjustment of \$19,000 for the increased scope. When added to our current fee of \$175,000, our revised fee would be \$194,000.

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

Sincerely,



Kevin Chapin, Architect  
Principal/Studio Leader

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Erik Oden  
Executive Director Facilities, Maintenance, and Operations

Contract Number:

8

EXHIBIT "A"  
SCOPE OF SUPPLEMENTAL SURVEYING SERVICES  
**EARLY LEARNING ACADEMY LIBRARY MODERNIZATION**  
**TOPOGRAPHIC MAPPING**  
PREPARED FOR  
**SANTA ROSA CITY ELEMENTARY SCHOOL DISTRICT**  
**C/O BRIAN CAMERON, VPCS**  
PREPARED BY  
**BRELJE & RACE ENGINEERS**  
**B&R JOB NO. 5144.00**  
August 25, 2025

**Discussion**

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

**1. Topographic Design Survey**

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

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

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

• .

2. **Fee**

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

Item 1.: Topographic Design Survey:                   \$ 4,000

**Total Fee: \$ 4,000**

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

3. **Assumptions and Limitations**



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

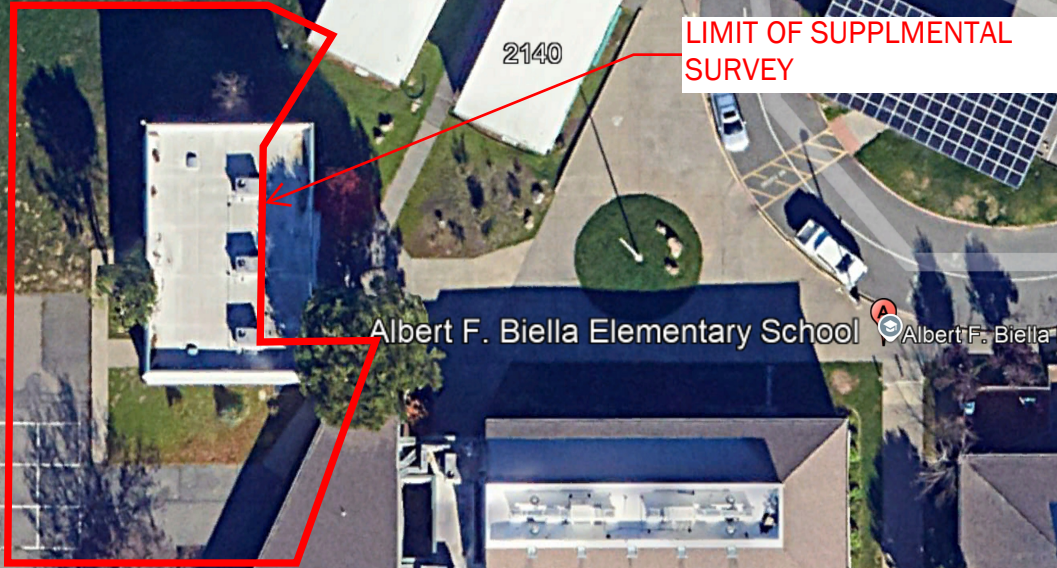
**EXHIBIT B**

**Untitled Map**

Write a description for your map.

**Legend**

-  Albert F. Biella Elementary School
-  Albert F. Biella Elementary School



Contract Number:

9

# *NorBay Consulting*

**LOGICAL**

**ENVIRONMENTAL**

**SOLUTIONS**

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

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

August 6, 2025

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

**SUBJECT: REQUEST FOR PROPOSAL  
PRE-DEMOLITION ASBESTOS & LEAD INSPECTION  
MEDIA CENTER PORTABLE BUILDING  
SANTA ROSA HIGH SCHOOL  
SANTA ROSA, CALIFORNIA**

Dear Mr. Felciano:

Enclosed you will find NorBay Consulting's proposal for conducting a pre-demolition asbestos and lead inspections of one media center portable building located on the campus of Santa Rosa High School in Santa Rosa, California.

## **NORBAY CONSULTING PROPOSAL**

Our proposed scope of work includes the following:

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

## **NORBAY CONSULTING FEE SCHEDULE**

• Site Visit/travel/report	Flat Rate	\$ 850.00
• Sample Analysis	16 PLM @ \$ 27.00 ea.	\$ 432.00
• Sample Analysis	3 PC @ \$ 90.00 ea.	\$ 270.00**
• Report Generation	Flat Rate	\$ 150.00
• <b>TOTAL PROPOSAL</b>		<b>\$ 1,432.00</b>
• <b>TOTAL PROPOSAL <u>IF</u> POINT COUNT IS NEEDED</b>		<b>\$ 1,702.00**</b>

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

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

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

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

Sincerely,  
NORBAY CONSULTING

*Bob Gerhold*

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

**ACKNOWLEDGEMENT**

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Project Name or Order Number: \_\_\_\_\_

Contract Number:

10



---

**LOCALLY OWNED \* 35 YEARS IN BUSINESS \* QUALITY SERVICE**

August 25, 2025

**Santa Rosa City Schools**

MHS/HSMS

c/o Felicia Silveira

**From: 1250 Hahman Drive  
Santa Rosa, CA 95405**

**To: 3500 Sonoma Avenue  
Santa Rosa, CA 95405**

**RE: estimate for move**

Take books off of (approx. 33) library carts and load onto bookshelves at HSMS library.  
Remove carts.

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

**Moving services:**

Moving labor: 3 men & 1 van @ \$240.00/hour for 8 hours \$1,920.00

**Fuel charge:** \$WAIVED

**GRAND TOTAL** **\$1,920.00**

---

**GENERAL NOTES/ADDENDUMS:**

- Final charges are based on actual time and materials

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

Sincerely,

Paul Fraser

---

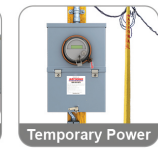
921A Piner road, Santa Rosa, CA. 95403 \* [www.redwoodmoving.com](http://www.redwoodmoving.com)  
**Santa Rosa (707)545-2001 \* Healdsburg (707)433-2240**  
CAL-T 192248

Contract Number:

11



**SAN LEANDRO OFFICE**  
(510) 563-4000



800-352-5675 • rentnational.com

## QUOTE FOR SERVICES

<b>COMPANY INFO: CUSTOMER # C130623</b>		<b>JOB SITE INFO: SITE # NEW</b>	
<b>Company:</b> SANTA ROSA CITY SCHOOLS	<b>Requested By:</b> FELICIA SILVEIRA	<b>Phone:</b> 408-497-7528	<b>Job Name:</b> ALBERT BIELLA ES TEMP FENCING
<b>E-mail:</b> FEILICIA.SILVEIRA@VPCSONLINE.COM	<b>Other Phone:</b>	<b>Billing Address:</b> 211 RIDGWAY AVENUE SANTA ROSA, CA 95401	<b>Address:</b> 2140 JENNINGS AVE SANTA ROSA, CA 95401
		<b>Site Contact:</b>	<b>Phone:</b>
		<b>Site E-mail:</b>	
		<b>Customer Ref #:</b>	
<b>Expected Install Date</b>	<b>Payment Terms</b>	<b>Prevailing Wage</b>	<b>Job Type</b>
Thu. Aug 28, 2025	N30	Yes	Construction

Quantity	UOM	Description	Rental Term (up to)	Unit Price	Amount
1404	FT	6 FT TEMPORARY PANELS	1 Year	6.89	9,673.56
234	EA	PANEL STAND WEIGHT(S)	1 Year	15.00	3,510.00

Fence Notes:

Fence Subtotal: 13,183.56

*Fence Minimum applies: If the total unit price times quantity for the above items does not exceed \$1250, this minimum will be charged rather than the per unit price.  
Note: Damaged, missing, and lease buyout charges are not included in minimum charge.*

<b>Subtotal:</b>	<b>\$13,183.56</b>	<b>Sales Tax:</b>	<b>\$.00</b>	<b>Grand Total:</b>	<b>\$13,183.56</b>
------------------	--------------------	-------------------	--------------	---------------------	--------------------

**All prices include a one-time Delivery/Installation and a one-time Pick-Up/Removal.**

Bids are based on quantity; if quantity changes, bid changes. Additional fees for hillside installations, hand carry, core drilling and inaccessibility. Deliveries and installs are scheduled Mon. - Fri. 7:00 a.m. - 3:00 p.m. Additional charges apply for weekends and after hours work. COD orders are to be paid in advance or upon delivery prior to installation. Orders with driven post(s) require 3-5 business days to complete underground markings. Remove and relocate charges are billed at the same rate as installation price. If services are subject to prevailing wage laws, any penalties or wages not included in this estimate will be paid by the lessee. Certified payroll is available upon request.

Customer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Customer Name: \_\_\_\_\_

PO # \_\_\_\_\_

**NOTE: Installation CANNOT be confirmed until quote is signed and returned. This bid expires in 14 days.**

Date of Quote	Quote Number	Quote Prepared By	Email Address	Fax Signed Quote to
Tue. Aug 26, 2025	383918	SREYESBURKS	SREYESBURKS@RENTNATIONAL.COM	

Contract Number:

12



**SAN LEANDRO OFFICE**  
(510) 563-4000



800-352-5675 • rentnational.com

## QUOTE FOR SERVICES

COMPANY INFO: CUSTOMER # NEW		JOB SITE INFO: SITE # NEW	
<b>Company:</b>	SANTA ROSA CITY SCHOOLS	<b>Job Name:</b>	BROOK HILL ES TEMP FENCING
<b>Requested By:</b>	FELICIA SILVEIRA <b>Phone:</b> 408-497-7528	<b>Address:</b>	1850 VALLEJO STREET SANTA ROSA, CA 95404
<b>E-mail:</b>	FELICIA.SILVEIRA@VPCSONLINE.COM	<b>Cross Street:</b>	
<b>Other Phone:</b>		<b>Site Contact:</b>	<b>Phone:</b>
<b>Billing Address:</b>		<b>Site E-mail:</b>	
		<b>Customer Ref #:</b>	
Expected Install Date	Payment Terms	Prevailing Wage	Job Type
Wed. Aug 27, 2025	COD	Yes	Construction

Quantity	UOM	Description	Rental Term (up to)	Unit Price	Amount
1308	FT	6 FT TEMPORARY PANELS	1 Year	6.89	9,012.12
218	EA	PANEL STAND WEIGHT(S)	1 Year	20.00	4,360.00

Fence Notes: **Fence Subtotal: 13,372.12**

*Fence Minimum applies: If the total unit price times quantity for the above items does not exceed \$1250, this minimum will be charged rather than the per unit price.  
Note: Damaged, missing, and lease buyout charges are not included in minimum charge.*

<b>Subtotal:</b>	<b>\$13,372.12</b>	<b>Sales Tax:</b>	<b>\$.00</b>	<b>Grand Total:</b>	<b>\$13,372.12</b>
------------------	--------------------	-------------------	--------------	---------------------	--------------------

**All prices include a one-time Delivery/Installation and a one-time Pick-Up/Removal.**

Bids are based on quantity; if quantity changes, bid changes. Additional fees for hillside installations, hand carry, core drilling and inaccessibility. Deliveries and installs are scheduled Mon. - Fri. 7:00 a.m. - 3:00 p.m. Additional charges apply for weekends and after hours work. COD orders are to be paid in advance or upon delivery prior to installation. Orders with driven post(s) require 3-5 business days to complete underground markings. Remove and relocate charges are billed at the same rate as installation price. If services are subject to prevailing wage laws, any penalties or wages not included in this estimate will be paid by the lessee. Certified payroll is available upon request.

Customer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Customer Name: \_\_\_\_\_

PO # \_\_\_\_\_

**NOTE: Installation CANNOT be confirmed until quote is signed and returned. This bid expires in 14 days.**

Date of Quote	Quote Number	Quote Prepared By	Email Address	Fax Signed Quote to
Mon. Aug 25, 2025	383612	SREYESBURKS	SREYESBURKS@RENTNATIONAL.COM	