

Contract Number:

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# ZFA STRUCTURAL ENGINEERS

250 D street | suite 200 | santa rosa ca 95404 | 707 526 0992 | zfa.com

# AGREEMENT

FOR PROFESSIONAL SERVICES

Erik Oden  
**Santa Rosa City Schools**  
211 Ridgeway Ave  
Santa Rosa CA 95401

Project Number: 25411  
Project Name: Proctor Terrace Review  
Location: 1711 Bryden Lane  
Santa Rosa CA 95404

Email: eoden@srcs.k12.ca.us  
Phone: 707-528-5391

ZFA Project Manager: Steve Heyne, SE  
Email Address: steveh@zfa.com

## PROJECT DESCRIPTION:

Perform general visual structural review of buildings, looking for structural safety concerns.

## SCOPE OF SERVICES:

- Site visit for field investigation of existing conditions.

## REVIEW FEE:

**Fixed Fee** \$1,000

## SUPPORT:

**Not-to-exceed** \$4,000

**Revisions:** Revisions to the scope of the project as defined above and revisions to our work are not included in said fee. All requests for additional or extra work or services must be in writing and will be negotiated as extra work services.

**Risk Allocation:** In recognition of the relative risks and benefits of the project to both the Client and ZFA, the risks have been allocated so that the Client agrees that to the fullest extent permitted by law, ZFA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed total amount of **\$10,000** (see Terms and Conditions). Such causes include, but are not limited to, ZFA's negligence, errors, omissions, strict liability, and breach of contract or warranty.

Offered by:

## ZFA STRUCTURAL ENGINEERS

Steve Heyne, SE 6356  
Senior Associate

Date: August 1, 2025

Chris S. Warner, SE 4613  
Principal

Date: August 1, 2025

Accepted by:

## Santa Rosa City Schools

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

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

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

The following detailed Terms and Conditions on the accompanying pages are hereby incorporated by reference in the entirety as an integral part of this Agreement. Client's acceptance of this Agreement includes full acceptance of all Terms and Conditions without condition or reservation.

# ZFA STRUCTURAL ENGINEERS TERMS AND CONDITIONS

## 1. BILLINGS/PAYMENTS

Invoices will be submitted monthly for labor charges and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and ZFA Structural Engineers may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. In addition, a service charge of 1.5 percent per month on the past due principal balance may be charged. In the event any portion or all of an account remains unpaid 90 days after billing, the Client will be liable for any costs of collection if necessary, including reasonable attorney's fees plus court and related costs. All late payments will be applied first to interest, then to attorneys' fees and costs, and lastly to principal. Visa and Mastercard payments are accepted and will be charged a convenience fee of 2.0% of the total invoice amount.

## 2. REIMBURSABLE EXPENSES

Expenses other than labor charges that are directly attributed to our professional services are invoiced at our cost plus 10 percent. Reimbursable expenses typically include: 1) extra prints and reproductions, 2) special delivery (e.g. overnight) costs, 3) sub-consultants hired for the project by ZFA Structural Engineers with Client's authorization and 4) any and all work, fees, expenses and costs that are not specifically listed and identified in the Agreement, Description, and Scope of Services.

## 3. SUSPENSION OF ENGINEERING SERVICES

If the Client fails to make payments when due or otherwise is in breach of this Agreement or any other Agreements Client has made with ZFA Structural Engineers, ZFA may suspend performance of all services entailed by these agreements upon five (5) calendar days' notice to the Client. In such instances, ZFA Structural Engineers shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of the Agreement(s) by the Client. In such instances, ZFA Structural Engineers shall also have the right, at its sole discretion, to apply any payment(s) under any one Agreement, to the balance owed under any of the Agreements between parties. Notwithstanding any of the foregoing the obligations of the Client under any Agreement(s) with ZFA Structural Engineers, remain separate and independent obligations of the Client, and nothing herein shall be construed to invalidate any portion of any of the respective Agreement(s).

## 4. INDEMNIFICATION

To the fullest extent permitted by law, the undersigned Client shall indemnify and hold ZFA harmless from any and all actions, causes of action, damages, claims, costs, demands and expenses including attorneys' fees, that result from injuries to and/or deaths to any and all persons, including but not limited to, ZFA and its employees, arising out of or connected in any manner with the performance or purported performance of the construction work specified or referenced in this Agreement; and for any and all destruction, including loss of use of any property, arising out of or in connection with the work specified or referenced in this Agreement, except when such actions, causes of actions, damages, claims, costs, demand, and expenses including attorneys' fees are due to the sole active negligence of ZFA. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued

## 5. STATUTE OF LIMITATIONS

As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

## 6. TERMINATION

This agreement may be terminated by either party within five (5) days of written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, ZFA Structural Engineers shall be paid for services performed through the termination notice date, including reimbursable expenses due.

## 7. EXPIRATION

This Proposal and Agreement will expire automatically within 90 days from the date this document is issued and signed by ZFA, unless accepted and signed by Client within 90 days thereof, without modification.

## 8. ACCESS TO SITE

Unless otherwise stated, ZFA Structural Engineers will have access to the site for activities necessary for the performance of the services.

## 9. HIDDEN CONDITIONS

If ZFA Structural Engineers has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If 1) the Client fails to authorize such investigation or correction after due notification, or 2) ZFA Structural Engineers has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ZFA Structural Engineers shall not be responsible for the existing condition or any resulting damage to persons or property.

Please Initial \_\_\_\_\_

10. **CONSTRUCTION MEANS & METHODS**

ZFA Structural Engineers shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

11. **OTHER PROVISIONS**

ZFA Structural Engineers will prepare drawings and specifications in a timely manner, but ZFA Structural Engineers is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this agreement was executed. Unless a specific deadline or schedule is agreed to under the Description and Scope of Services, then all work under this Agreement shall be performed in a reasonable time as determined by ZFA Structural Engineers. If Client suspend(s) and restart(s) the work or project, ZFA will be entitled to bill Client for any remobilization and extra costs as agreed upon with client. One or more waivers by either or both parties of any provision, part of any provision, term condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition or covenant of this agreement.

Any opinion of construction cost offered by ZFA Structural Engineers represents the judgment of a design professional and is supplied for your general guidance, but ZFA Structural Engineers does not guarantee the accuracy of its opinion as compared to actual contractor bids or actual cost to the owner.

12. **OWNERSHIP OF DOCUMENTS, MODELS, AND ELECTRONIC FILES**

All computer analysis and building information models (BIM), drawings, plans, calculations, and specifications are instruments of service and shall remain the property of ZFA Structural Engineers, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to ZFA Structural Engineers. BIM model, CADD files, PDF documents, Digital Images, Scans, data, etc in any form of electronic media shall herein be referred to as "Electronic Files."

Electronic files shall not be considered to be Contract or Construction Documents. Electronic Files do not in any way supersede or supplement the information included in the plans and specifications. Use of Electronic Files is not mandatory. Unless specifically noted in this agreement, an approved recipient, having the capability, may use the file as an added resource for conceptual understanding only. Transfer of Electronic Files is subject to all provisions of ZFA's Indemnification Agreement for Computer-Based Information.

13. **VENUE**

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in County of work.

14. **DISPUTE RESOLUTION**

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in County of work.

15. **ENTIRE AGREEMENT**

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties, and unless specifically referenced herein, supersedes all prior negotiations, representations or proposals, either written or oral. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement's terms shall remain in full force and effect and shall not be affected thereby. This Agreement or any part thereof shall not be assigned or transferred by Client, without the prior consent of ZFA Structural Engineers.

16. **CONTINGENT GUARANTEE**

The representative of Client, who executes this Agreement, hereby represents and guarantees that Client is financially solvent and an ongoing business concern, and has the necessary resources to fulfill all obligations, including all financial obligations, of this Agreement. In the event that Client is unable to fulfill any of the obligations under this Agreement, within the timeframe called for in the Agreement or on demand, then said representative shall, on demand, be deemed personally liable to ZFA Structural Engineers, for any and all such obligations. In addition to the foregoing, during the existence of this Agreement, this contingent guarantee shall be binding on the following: as to a corporate Client, on all officers and shareholders; as to a limited liability company Client, on all members; as to any partnership Client, on all partners.

If Client or its representatives object to any of the foregoing, then Client must present to ZFA Structural Engineers at the time of execution of this Agreement, in writing, evidence of financial credit worthiness. Such evidence shall include, but not be limited to: current Dun & Bradstreet Report, current annual and quarterly Financial Statements, a current Credit Line Statement, current list of ongoing construction projects, and the last three banking statements for Client.

17. **PROJECT INFORMATION**

Upon execution of this Agreement by Client, Client will provide ZFA Structural Engineers, the physical address and legal description of the project property, and will identify by name, address and telephone number, the owner, architect, construction lender and/or surety for the project, including the reference number(s) for any loan and/or surety bond.

18. **GEOTECHNICAL REPORT DISCLAIMER**

ZFA recommends Geotechnical Reports for all construction projects. If no Geotechnical Report has been provided for this project and under direction of the client, ZFA is proceeding with foundation design based on the conventional provisions and the minimum allowable soil bearing pressure allowed per the California Building Code, Chapter 18. However, geotechnical and geological conditions such expansive and compressible soils, liquefaction, slope instability, etc may exist which warrant special design considerations. ZFA shall not be responsible for unsatisfactory performance resulting from these conditions.

19. **ACKNOWLEDGMENT OF EXISTING CONDITIONS**

It is important to acknowledge that remodeling requires that certain assumptions be made regarding existing conditions and may not be verifiable without destroying otherwise adequate or serviceable portions of the structure. This analysis does not make any guarantee to the adequacy of the structural design of the existing building not specifically addressed in the structural calculations. ZFA shall not be responsible for unsatisfactory performance of the existing portions of the structure not specifically addressed in the construction documents.

20. **BILLING RATES**

Executive Principal.....	\$ 280 per hour	Engineer.....	\$ 150 per hour
Principal.....	\$ 235 per hour	Designer.....	\$ 130 per hour
Associate Principal.....	\$ 210 per hour	Project BIM Manager.....	\$ 150 per hour
Senior Associate.....	\$ 195 per hour	Senior BIM Technician.....	\$ 140 per hour
Associate.....	\$ 185 per hour	BIM Technician.....	\$ 120 per hour
Senior Engineer.....	\$ 165 per hour	Engineering Support.....	\$ 80 per hour

Contract Number:

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## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated September 2, 2025, for reference purposes only, and is made by and between Santa Rosa High School District (“District”) and Brelje & Race Consulting Engineers (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”). *Topo & Civil Engineering @ MHS. See proposal attached.*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on September 25, 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 \$38,700. 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:

<p><b>If to the District:</b>          Lisa August          Interim Superintendent          Santa Rosa City Schools          110 Stony Point Rd., Suite 210          Santa Rosa, CA 95401</p>	<p><b>If to the Contractor:</b>          Brelje &amp; Race Consulting Engineers          475 Aviation Blvd, Suite 120          Santa Rosa, CA 95403</p>
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Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether

oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

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

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

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

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

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

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

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

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

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

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

<b>CONSULTANT: Brelje &amp; Race Consulting Engineers</b>	<b>SANTA ROSA HIGH SCHOOL DISTRICT</b>
By: _____	By: _____
Name 1: _____	Name: <u>Lisa August</u>
Title: _____	Title: <u>Interim Superintendent</u>
Date: _____	Date: _____
By: _____	
Name 2: _____	
Title: _____	
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: Brelje & Race Consulting Engineers

Signature 1: \_\_\_\_\_

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

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

Signature 2: \_\_\_\_\_

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:

By: _____	By: _____
Name 1: _____	Name 2: _____
Title: _____	Title: _____
Date: _____	Date: _____

## 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.**

<b><u>CONSULTANT</u></b>	
By: _____	By: _____
Name 1: _____	Name 2: _____
Title: _____	Title: _____
Date: _____	Date: _____

**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.

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

**HEALTH SCREENING CERTIFICATION**

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

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

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

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

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

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

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

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

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

Consultant Signature 1: \_\_\_\_\_ Consultant Signature 2: \_\_\_\_\_

Date \_\_\_\_\_ 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

EXHIBIT "A"  
SCOPE OF ENGINEERING SERVICES  
FOR THE  
**MONTGOMERY HIGH SCHOOL  
PORTABLES AND BASKETBALL PAVEMENT REPAIR**  
PREPARED FOR  
**SANTA ROSA CITY SCHOOLS**  
PREPARED BY  
**BRELJE & RACE ENGINEERS**  
**B&R JOB NO. 3555.14**  
August 29, 2025

### **Project Understanding**

This proposal is for civil engineering and topographic mapping services to support the pavement repairs in the vicinity of the portables and outdoor basketball courts on the existing Montgomery High School campus in Santa Rosa. This estimated fee proposal is being prepared based on the site visit performed with Van Pelt Construction Services.

It is anticipated that the civil scope of work will focus on pavement repairs in the vicinity of the existing portables and basketball courts, including drainage improvements, accessible path of travel identification through the area, and striping.

The scope of services for the project has been divided into five distinct phases of work – Topographic Mapping, Construction Documents, Bid Assistance, Construction Administration, and Project Close Out. We have listed the anticipated tasks under each segment as outlined below.

#### **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
- 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
- Sizes and invert elevation of gravity wet utilities where accessible
- 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. Construction Documents

- Collaborate with SRCS Facilities staff and Construction Manager
- Develop site background of proposed limits of pavement repair in CAD
- Utilizing site background and topographic mapping, prepare construction documents anticipated to consist of:
  - Demolition Plan
  - Grading Plan
  - Utility Plan
  - Erosion Control and Layout Plan
  - Pavement Repair Plan
  - General Notes, Legend, and Abbreviations
  - Details
  - In house quality assurance review
  - Civil technical specifications in CSI format
- Site visit to confirm design assumptions
- Collaborate with Geotechnical Engineer
- Review and respond to constructability review by others. Revise documents accordingly

## 3. Bid Assistance

- Provide limited bid phase services to respond to bid questions and issue civil document clarifications.

## 4. Construction Administration

- File an Erosivity Waiver with the State Water Board
- Attend one preconstruction meeting with project contractor.
- Attend up to two OAC meetings
- Perform up to two site visits while civil improvements are under construction
- Coordination with SRCS Facilities staff and Construction Manager during this phase of work.
- Review submittals related to civil project specifications during premobilization and active construction activities
- Assist with review of and response to RFIs, PCOs related to civil documents
- Prepare CCDs, ASIs as required related to revisions to civil documents

## 5. Project Closeout

- Conduct up to one punch list walk near end of construction and provide letter to Architect
- Conduct up to one follow up site visit to review punch list completion and provide updated letter to Architect
- Review project warranties, O&M, etc. documentation and provide review comments to SRCS Facilities staff and Construction Manager

## 6. Fees

Our fees for Items 1-7 will be billed on a monthly, percentage of completion basis as follows:

Item 1 (TM):	\$7,000
Item 2 (CD):	\$23,500
Item 3 (Bid):	\$700
Item 4 (CA):	\$6,000
<u>Item 5 (CO):</u>	<u>\$1,500</u>
<b>Total Fee:</b>	<b>\$38,700</b>

Including fees for limited reproduction and plotting services related to in-house use and submittals to Architect only.

## 7. Assumptions and Limitations

- Proposal based on a site visit performed with Van Pelt Construction Services personnel
- Topographic map will not include features (cleanouts, manholes, drop inlets, etc.) that are obscured by vegetation, debris, or otherwise hidden.
- Topographic map does not include an underground utility survey
- Topographic map 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.
- Owner to provide geotechnical investigation containing subgrade preparation, pavement design, full-depth pavement rehabilitation recommendations, and lime treatment as necessary
- Proposal assumes that all civil site improvements will be prepared in one, single increment set of drawings.
- Proposal assumes that BRCE will develop/prepare the site background in CAD format
- Proposal assumes that Civil documents will be prepared using CAD software

-Proposal assumes that project will not require submittal to DSA and/or the City for review and approval

-Proposal assumes that existing site sewer, storm drainage, domestic water and fire water (public) systems are adequately deep and will not require modifications

-Proposal assumes that accessible POT improvements associated with this project will be limited to the area of the pavement repairs.. If more extensive ADA/POT upgrades to the main campus are necessary, those will be designed as additional services.

-Proposal assumes that the design of any site walls (over 4' in height), stair or ramp handrails, landscape features, site lighting, new fencing or gate details will be designed by other members of the design team.

-Proposal assumes the design of new, relocated, or abandoned drainage infrastructure is included.

-Proposal assumes that other team members will be responsible for the design and detail for all new, relocated, or abandoned site dry utility services (gas, electrical, communication, data, fiber, etc.), if required.

-Proposal assumes that project will be completed during the Summer months and an erosivity waiver will be filed. Therefore, the preparation and filing of a SWPPP and Notice of Intent (NOI) is not required.

-K-12 school projects are required to incorporate storm water treatment into projects that are subject to an SWPPP, "to the extent feasible". Since a SWPPP is not required, formal stormwater management BMPs are not being proposed. However, this proposal includes an effort to maintain pre-project stormwater run-off volume conditions.

-Proposal has assumed that there will be the anticipated Team, Ownership, and cost related plan evolutions and modifications during the early design phases through the Construction Document phase of work. Any budgetary, ownership, or DSA driven changes to the scope and/or site plan after the submittal of Construction Documents to DSA for review shall be considered an extra to contract requiring the preparation of an Additional Services Agreement.

-Proposal is based on the defined scope of services as listed under each design phase above. Any work beyond the defined scope, including additional project phasing, or additional meetings and/or site visits beyond those specifically listed above shall be considered an extra to contract requiring the preparation of an Additional Services Agreement.

-Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as "reimbursable". The fees listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.

-Proposal assumes that owner will pay all application, processing, inspection, and other fees in conjunction with this application.

**EXHIBIT B**

**Untitled Map**

Write a description for your map.

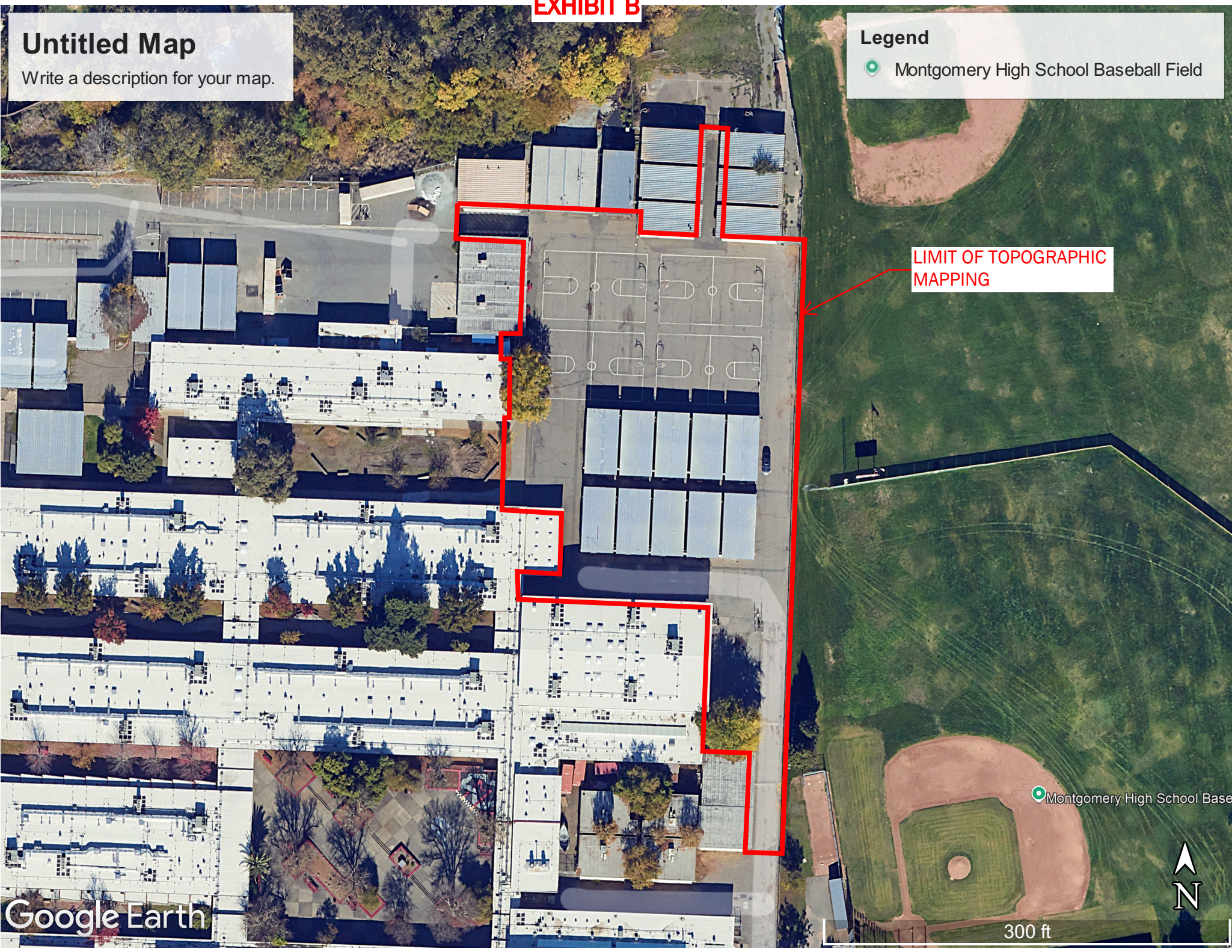
**Legend**

Montgomery High School Baseball Field

**LIMIT OF TOPOGRAPHIC MAPPING**

Google Earth

300 ft



Contract Number:

3

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

This Project Assignment is executed between Santa Rosa High School District (“District”) and STRATA Architecture & Planning (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated October 30, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description.**

Elsie Allen High School Re-Roofing and HVAC

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

**Basic Services:** Per direction from the Division of the State Architect (DSA) at a recent planning meeting, the Consultant shall prepare additional structural engineering drawings as part of the Basic Services. The new design drawings shall include all existing vertical supports and the complete horizontal roof framing for each of the eighteen (18) buildings on campus identified for new roofing and HVAC equipment installation. This requirement represents a change from prior DSA standards, which limited submittals to localized structural conditions and existing drawings.

The Consultant shall incorporate into the design documents all existing structural systems impacted whenever HVAC equipment is replaced or modified, in accordance with the updated DSA requirements.

**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:**

**Contract Price:**

Not to Exceed Seventy-Four Thousand Four Hundred Dollars (\$74,400.00)

**Payment Method:**

Allocation of Contract Price to Phases of Basic Services.

Schematic Design: 20%  
Design Development: 25%  
Construction Documents: 45%  
Bidding: 1%  
Construction: 8%  
Post-Construction: 1%

**5. Basic Services Submittal Schedule:**

Completion of this additional design work will require an extension of three (3) weeks to the Consultant’s overall schedule. This extension shall be incorporated into the Consultant’s overall project schedule to reflect the additional time required for completion of the new design scope.

Dated: September 24, 2025

**SANTA ROSA HIGH SCHOOL DISTRICT**

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

Title: Interim Superintendent

**ARCHITECT: STRATA ARCHITECTURE & PLANNING**

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

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

# STRATA <sup>AP</sup>

## A&E Additional Service Request

Change Request #01

STRATA AP Project Number: 532-25  
Project: Elsie Allen Reroof & HVAC  
Request: For added structural engineering & drafting per DSA request

To: Santa Rosa City Schools  
110 Stony Point Road #210  
Santa Rosa, California 95401

Attn: Erik Oden  
Executive Director Facilities, M&O

- Schedule Impact
- Cost Impact

Authorization is Requested

- to proceed with Additional Services
- to incur additional Reimbursable Expenses

As follows:

Per a recent planning meeting with DSA the requirement of added structural engineering drawings was requested. The new design drawings are to include all existing vertical support and complete horizontal roof framing for each of the 18 buildings on campus slated for new roofing and HVAC mounting. This is a deviation from past DSA requirements to show localized structural conditions and provide existing drawings.

The new DSA requirement will requires us to now show all existing structural systems when HVAC equipment is replaced or modified.

Compensation: \$74,400.00

Time: 3 weeks will be required for the new design work of this request.

Submitted By:



Bennett Martin, AAIA  
Principal

Date: August 26, 2025

Agreed to by: \_\_\_\_\_

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

STRATA ARCHITECTURE & PLANNING

PO BOX 1207 SONOMA, CALIFORNIA 95476

INFO@STRATAAP.COM 707.935.7944

Contract Number:

4

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated **September 24, 2025**, for reference purposes only, and is made by and between the **Santa Rosa Elementary School District** (“District”) and **Incompli, 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”) related to the **Helen Lehman Elementary School TK Classroom Building** (the “Project”).
2. Term. This Agreement and the Parties’ obligations hereunder shall commence on September 25, 2025. Consultant shall diligently perform as required and complete performance during the life of the Project, 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 not to exceed amount **Eighteen Thousand Nine Hundred Ninety Dollars (\$18,990.00)** . Consultant shall provide a monthly invoice of the amount of Fees due for Services rendered in the prior month accompanied by documentation reasonably requested by District substantiating all charges, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice.

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

6. Materials. Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or the Consultant employees, agents, representatives or Consultants (collectively, "Consultant Parties"), even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

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.

8.4 Consultant shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Consultant in providing the Services, in such form as District shall approve or request. During the Term and for a period of three (3) years thereafter, upon District's written request, Consultant shall allow District or District's representative to inspect and make copies of such records in connection with the provision of the Services.

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. Intellectual Property.

10.1 Consultant acknowledges and agrees that any and all work product, including any deliverables, it conceives, creates, develops, or reduces to practice, in whole or part, during the term of the Agreement, including without limitation, all "works of original authorship" and all content, inventions, improvements, enhancements, designs, ideas, source code, software applications, formula, processes, techniques, discoveries, or know-how, whether or not patentable or copyrightable, are "works for hire" and are and/or shall become and remain the sole and exclusive property of the District and the District shall be the sole owner of all patents, copyrights, and other rights in connection therewith throughout the world. To the extent any such works are not deemed works for hire, Consultant hereby assigns to the District, Consultant's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Consultant while working for or on behalf of the District, which relates to, is suggested by, or results from matters set forth in any active Statement of Work and depends on either:

10.1.1 Consultant's knowledge of Confidential Information (as defined in Section 6) it obtains from the District.

10.1.2 The use of the District's equipment, supplies, facilities, information, or materials.

10.2 Consultant shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the District. Consultant shall, upon request of the District, promptly execute a specific assignment of title to the District and do anything else reasonably necessary to enable the District to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries.

10.3 All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Consultant in the course of performing services for the District, together with any associated copyrights, are works made for hire and the exclusive property of the District. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Consultant to the District of the ownership of and all rights of copyright in, such items, and the District shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Consultant shall give the District or its designees all assistance reasonably required to perfect such rights.

10.4 If for any reason, including incapacity, the District cannot secure Consultant's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section, or to enforce such rights within seven (7) business days of such request, Consultant hereby designates the District as Consultant's attorney-in-fact and agent, solely and exclusively to act for and on Consultant's behalf to execute and file such documents with the same legal force and effect as if executed by Consultant and for no other purpose.

11. Default. The occurrence of any of the following constitutes a Default by Consultant under this Agreement:

11.1 Consultant violates this Agreement and fails to remedy or cure such violation within ten (10) days after District's written notice thereof;

11.2 Consultant exposes the District to liability to others for personal injury or property damage;

11.3 Consultant becomes insolvent or admits its inability to pay its debts generally as they become due;

11.4 Consultant becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within thirty (30) days after filing;

11.5 Consultant is dissolved or liquidated or takes any corporate action for such purposes;

11.6 Consultant makes a general assignment for the benefit of creditors;

11.7 Consultant has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

11.8 Consultant becomes incapable to perform any of the Services.

## 12. Dispute Resolution

The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make best efforts to resolve informally any such disputes.

12.1 Consultant Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the fees owed to the Consultant, notwithstanding any disputes between District and the Consultant hereunder, the Consultant shall continue to provide and perform Services pending a subsequent resolution of such disputes.

12.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspection Firm and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation. The Parties shall jointly select a mediator within thirty (30) days of a request of mediation by a Party, and complete mediation as soon thereafter as practically possible but in no event later than ninety (90) days after the original request for mediation, unless otherwise agreed to by the Parties.

12.3 Government Claim 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

12.4 Arbitration. In the event that mediation is unsuccessful, to the extent applicable law does not otherwise provide, any dispute, claim or controversy between or among the District and Inspection Firm arising out of or in any way relating to this Agreement shall be determined by confidential, binding arbitration in the county in which the District's administrative offices are located before a neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this Agreement) with respect to any final arbitration award pursuant to this Agreement. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) in the county in which the District's administrative offices is located. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain important rights and protections that otherwise may have been available if

a dispute were determined by a judicial action including, without limitation, the extent of available discovery, the right to a jury trial, the recovery of attorney fees and certain rights of appeal.

This agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of California, exclusive of conflict or choice of law rules.

If this Agreement is related to a larger project for which there is more than one contract involved, and if more than one contractual dispute arises related to that project, then the District then may, at its option, consolidate arbitration proceedings arising from the Project into a single arbitration proceeding.

12.5 Attorney's Fees. To the extent either Party must seek enforcement or interpretation of this Agreement or otherwise defend against a claim arising from this Agreement, each Party shall bear their own fees and costs, including, but not limited to, mediation fees, arbitration fees, attorneys' fees and collection expenses, regardless of whether legal proceedings are or have been commenced to enforce said terms.

13. Termination.

13.1 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.

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

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

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

12.2.3. 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.

13.3 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.

14. 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.

15. Insurance.

15.1 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

## 15.2 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.

16. Assignment. Consultant shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of District, which consent may be granted or withheld in District's sole discretion. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve the Consultant of any of its obligations hereunder. District may at any time assign or transfer any or all of its rights or obligations under this Agreement without Consultant's consent.

17. 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 has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. 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 immediately 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 such violation, Consultant shall bear all costs arising therefrom.

18. 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.

19. 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.

20. 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.

21. 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).

22. Fingerprinting of Employees.

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

22.1 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").

22.2 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.

22.3 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.

22.4 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.

22.5 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.

23. 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.

24. 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.

25. 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:

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

25.2 Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subConsultant(s).

26. 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.

27. 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.

28. 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:

Notice to District:

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

Notice to Consultant:

**Incompli, Inc.**  
85 Argonaut, Suite 210  
Aliso Viejo, CA 92656  
Attention: Andrew Plunkett

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.

29. 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.

30. 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 administrative offices are located.

31. 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.

32. 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.

33. Time is of the Essence. Time is of the essence in the performance of this Agreement. Consultant acknowledges that timely completion of the Services is critical to the District and that any delay in performance may cause substantial harm to the District. Consultant shall diligently perform its obligations and ensure that all deadlines specified in this Agreement, or otherwise agreed upon in writing, are met. Failure to perform the Services within the required timeframe may constitute a material breach of this Agreement, subjecting Consultant to any remedies available under this Agreement or at law, including but not limited to termination for cause and damages resulting from the delay.

34. Incorporation of Recitals and Exhibit. The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
35. 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.
36. 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.
37. Captions and Interpretations. Section 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.
38. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
39. 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.
40. 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.
41. Conflict of Interest. Consultant warrants that neither Consultant nor any of its employees, agents, or subconsultants has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.
42. Additional Terms. The parties acknowledge that Consultant may have submitted a proposal in connection with the services and/or materials to be provided under this Agreement. Any terms or conditions contained in such proposal shall be of no force or effect and shall not apply to or modify the rights and obligations of the parties hereunder. The relationship between the parties shall be governed solely by the terms of this Agreement, except that the proposal may be referenced solely for the limited purpose of describing the scope, specifications, or other factual information regarding the services or materials to be provided.
43. Sanctions in Response to Russian Aggression. The Consultant acknowledges and agrees that if any state funds are used in connection with this Agreement, the Consultant must comply with all economic sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including, but not limited to, those outlined in Executive Order N-6-22. The Consultant shall ensure that no funds received under this Agreement are used in violation of such sanctions. If this Agreement is valued at \$5 million or more, the Consultant must generate a report on steps they have taken in response to Russia's actions in Ukraine,

including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Such report shall be retained by Consultant and made available to the District or any other appropriate State department upon request. Failure to comply with these sanctions may result in the termination of this Contract at the sole discretion of the District and may subject the Consultant to additional penalties as provided by law.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date indicated below by their respective officers thereunto duly authorized.

**CONSULTANT: INCOMPLI, INC.**

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

Name: Andrew Plunkett

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

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

**SANTA ROSA ELEMENTARY SCHOOL  
DISTRICT**

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

Name: Lisa August

Title: Interim Superintendent

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

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

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

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

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

Name of Consultant: Stormwater Specialists, Inc.

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

Print Name: Andrew Plunkett

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 Elementary School District** 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 not have business or financial interests in the **Santa Rosa Elementary School District** or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

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

Name: Andrew Plunkett

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

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

**FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION**  
*(Consultant REQUIRED to complete.)*

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

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

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

**MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE:**  
**I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.**

**CONSULTANT**

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

Name: Andrew Plunkett

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

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

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

Incompli DIR # 1000018216  
September 04, 2025

### **SCOPE OF WORK**

The following is the scope of work that Incompli intends to provide the client in order to support compliance with the Construction General Permit, Order No. 2022-0057-DWQ. Incompli will consult and guide the client to achieve and maintain this compliance at all times.

**Risk Assessment:** If necessary, Incompli will develop the project risk/type level per the General Permit assessment procedures. It is understood that if the governing agency mandates a certain risk level, Incompli will develop the plan according to this mandated level. Incompli uses the state water boards GIS map method for risk determinations, a manual risk determination may be performed upon request and may incur additional fees.

**Storm-Water Pollution Prevention Plan, SWPPP:** Incompli will develop a project SWPPP, according to the project specifications, the Construction General Permit, Order No. 2022-0057-DWQ, and/or any additional relevant permits. The SWPPP will be developed based on the project requirements and will vary in complexity based on the project risk level/type.

Submittals: Two (2) hard copies shipped standard UPS ground and one (1) PDF electronic copy.  
**Additional hard copies will be \$75 each.**

#### **Inclusions:**

1. Guidance and consultation of project LRP for submission of all Permit Registration Documents (PRDs), including the Risk Assessment, Site Map, SWPPP, and Notice of Intent.
2. Shipping, standard 2 day delivery upon approval of the SWPPP.
3. Necessary revisions to SWPPP for acceptance by governing/oversight agency.
4. QSD status and required QSD inspections:
  - Pre-Construction QSD Inspection (Required within 30 days of the start of construction)
  - Pre-Rainy Season QSD Inspection (Required between August 1 and October 31)
  - During-Rainy Season QSD Inspection (Required between January 1 and March 31)

#### **Client Requirements:**

1. Incompli will need access to the project plans and specs but may request these to be delivered in electronic PDF format.
2. Project schedule: The SWPPP may be submitted without a project schedule if one is not complete. Please note that this may result in a rejection during the review process.
3. Post-construction plans as required per the CGP 2022-0057-DWQ.
4. All necessary project, owner and contractor information set forth by Incompli.

**QSP/WPCM Services:** Incompli will provide the necessary QSP personnel to support compliance with the general permit and fulfill all requirements necessary.

#### **Inclusions:**

- Initial training session of onsite staff covering SWPPP requirements, monitoring, and reporting for project
- Daily NOAA forecast archiving per the CGP requirements

- One (1) standard weekly site visit by qualified Incompli personnel
- Additional QSP inspections based on weather frequency (Pre, During, Post Rain Event)
- Rainfall discharge sampling, analysis and reporting
- Consultation throughout project
- Use of CloudCompli SWPPP monitoring application
- RWQCB Annual Report and Notice of Termination

**Exclusions:**

- Customer is responsible for the cost of the laboratory analysis for project-specific TMDL requirements.

The number of visits below are estimated based on a 43 week project. Future weather conditions are unpredictable. Should construction exceed 43 weeks or in the event of additional unpredicted rain events a change order may be required to continue services.

<b>Design Risk Level 2 SWPPP</b>		<b>\$2,490</b>
<b>QSP Inspections</b>		
<b>Weekly QSP Inspections (43) @ \$200</b>		<b>\$8,600</b>
<b>(Estimated) Pre, During, Post Storm Inspections (18) @ \$200</b>		<b>\$3,600</b>
<b>(Estimated) Rainfall Discharge Sampling, Analysis and Reporting (7) @ \$300</b>		<b>\$2,100</b>
<b>***New Permit Requirements 9/1/23***</b>		
<b>Pre-Construction QSD Site Inspection</b>		<b>\$400</b>
<b>Pre-Rainy Season QSD Site Inspection (1) @ \$400</b>		<b>\$400</b>
<b>During-Rainy Season QSD Site Inspection (1) @ \$400</b>		<b>\$400</b>
<b>Permit Required Documents</b>		
<b>RWQCB Annual Report (1) @ \$500</b>		<b>\$500</b>
<b>RWQCB Notice of Termination</b>		<b>\$500</b>
<b>Estimated Contract Value</b>		<b>\$18,990</b>

**Incompli, Inc.**  
**85 Argonaut Suite 210 Aliso Viejo, CA 92656**  
**Andrew Plunkett**  
**aplunkett@incompli.com**  
**(714) 457-1103**

By signing this proposal you give Incompli, Inc. the authorization to proceed. Santa Rosa City Schools agrees to pay Incompli, Inc. the total proposed cost amount in exchange for said services according to the payment terms set forth in this proposal. In signing this agreement, Santa Rosa City Schools fully understands and acknowledges all contract exclusions and client requirements. By authorizing this contract you agree to ongoing services billed on a monthly basis which can be terminated with a 30 day written notice by either party.

\_\_\_\_\_  
 Incompli, Inc./Date

\_\_\_\_\_  
 Santa Rosa City Schools/Date

Contract Number:

5

# *NorBay Consulting*

***LOGICAL***

***ENVIRONMENTAL***

***SOLUTIONS***

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

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

August 29, 2025

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

**SUBJECT:   REQUEST FOR PROPOSAL  
              PRE-RENOVATION ASBESTOS & LEAD INSPECTION  
              RESTROOMS ASSOCIATED WITH THE PARKING LOT  
              IMPROVEMENTS PROJECT AT SANTA ROSA HIGH SCHOOL**

Dear Mr. Feliciano:

Enclosed you will find NorBay Consulting's proposal for conducting a pre-renovation asbestos and lead inspections of the restrooms associated with the parking lot improvements project at Santa Rosa High School.

## **NORBAY CONSULTING PROPOSAL**

Our proposed scope of work includes the following:

- Collect bulk samples of suspected asbestos containing building materials within the path of construction.
- Samples will be analyzed for asbestos by a certified laboratory utilizing Polarized Light Microscopy (PLM). Additional analysis by Point Count may be required if analysis by PLM indicates <1% asbestos.
- Conduct a lead inspection 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 and a spread sheet of lead readings.

## **NORBAY CONSULTING FEE SCHEDULE**

• Site Visit/travel/report	Flat Rate	\$ 850.00
• Sample Analysis	12 PLM @ \$ 27.00 ea.	\$ 324.00
• Sample Analysis	3 PC @ \$ 90.00 ea.	\$ 270.00**
• Report Generation	Flat Rate	\$ 150.00
• <b>TOTAL PROPOSAL</b>		<b>\$ 1,324.00</b>
• <b>TOTAL PROPOSAL <u>IF</u> POINT COUNT IS NEEDED</b>		<b>\$ 1,594.00**</b>

Request for Proposal  
Pre-Renovation Asbestos and Lead Inspection  
Restrooms Associated with the Parking Lot Improvements  
Project at Santa Rosa High School

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

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

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

Sincerely,  
NORBAY CONSULTING

*Bob Gerhold*

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

**ACKNOWLEDGEMENT**

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

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

Print Name and Title: \_\_\_\_\_

Project Name or Order Number: \_\_\_\_\_

Contract Number:

6

## PROJECT ASSIGNMENT #24

This Project Assignment (“Project Assignment”) is entered into as of September 24, 2025 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 29, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

### 1. Project Description.

Piner High School Two-Story Classroom Building project commencing October 2025.

### 2. Services to be Provided.

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

### 3. Project Schedule and Project Term.

Project commences October 2025 with an anticipated substantial completion date of October 2026. Contract term is from September 2025 to January 2027.

### 4. Project Budget.

The construction budget is \$22,424,198

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

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

Payment for the Additional Services shall be as follows:

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

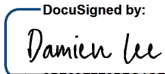
### 6. Special Conditions and/or Miscellaneous Provisions.

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

PROJECT MANAGER:

Greystone West Company

By:   
Name: Damien Lee  
Title: Chief Financial Officer

DISTRICT:

Santa Rosa High School District

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

**FEE SCALE**

**CM Fee Proposal**

**PHS Two-Story Classroom Building Project**

**Construction Budget**

**\$22,424,198**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
5.50%	of Budget	\$22,424,198.00	\$ 1,233,330.89
<b>TOTALS:</b>		<b>\$ 22,424,198</b>	<b>\$ 1,233,331</b>

45.00%	Preconstruction		\$ 554,998.90
50.00%	Construction		\$ 616,665.45
5.00%	Post Construction		\$ 61,666.54
			<b>\$ 1,233,330.89</b>

**Billings**

2025 September	Preconstruction		\$ 554,998.90
October	Construction		\$ 47,435.80
November	Construction		\$ 47,435.80
December	Construction		\$ 47,435.80
2026 January	Construction		\$ 47,435.80
February	Construction		\$ 47,435.80
March	Construction		\$ 47,435.80
April	Construction		\$ 47,435.80
May	Construction		\$ 47,435.80
June	Construction		\$ 47,435.80
July	Construction		\$ 47,435.80
August	Construction		\$ 47,435.80
September	Construction		\$ 47,435.80
October	Construction		\$ 47,435.80
November	Post Construction		\$ 20,555.51
December	Post Construction		\$ 20,555.51
2027 January	Post Construction		\$ 20,555.51
			<b>\$ 1,233,330.89</b>

**Contingency Reconciliation**

5.50%	of Contingency Budget	\$1,945,000.00	\$106,975.00
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**Reimbursable Expenses**

1.50%	of Budget	\$22,424,198.00	\$336,362.97
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<b>TOTAL PROPOSAL COST</b>		<b>\$ 1,676,668.86</b>
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Contract Number:

7

## PROJECT ASSIGNMENT #25

This Project Assignment (“Project Assignment”) is entered into as of September 24, 2025 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 29, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

### 1. Project Description.

Santa Rosa High School Parking Lot Improvements and Fencing project commencing October 2025.

### 2. Services to be Provided.

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

### 3. Project Schedule and Project Term.

Project commences October 2025 with an anticipated substantial completion date of April 2026. Contract term is from September 2025 to July 2026.

### 4. Project Budget.

The construction budget is \$3,743,309

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

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

Payment for the Additional Services shall be as follows:

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

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

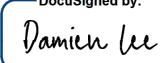
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**IN WITNESS WHEREOF**, the parties hereto have executed this Project Assignment as

of the Effective Date.

PROJECT MANAGER:

Greystone West Company

By:   
Name: Damien Lee  
Title: Chief Financial Officer

DISTRICT:

Santa Rosa High School District

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

**FEE SCALE**

**CM Fee Proposal**

**SRHS Parking Lot Improvement & Fencing Project**

**Construction Budget**

**\$3,743,309**

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$3,743,309.00	\$ 205,882.00
<b>TOTALS:</b>		<b>\$ 3,743,309</b>	<b>\$ 205,882</b>

45.00%	Preconstruction		\$ 92,646.90
50.00%	Construction		\$ 102,941.00
5.00%	Post Construction		\$ 10,294.10
			<b>\$ 205,882.00</b>

**Billings**

2025 September	Preconstruction		\$ 92,646.90
October	Construction		\$ 14,705.86
November	Construction		\$ 14,705.86
December	Construction		\$ 14,705.86
2026 January	Construction		\$ 14,705.86
February	Construction		\$ 14,705.86
March	Construction		\$ 14,705.86
April	Construction		\$ 14,705.86
May	Post Construction		\$ 3,431.37
June	Post Construction		\$ 3,431.37
July	Post Construction		\$ 3,431.37
			<b>\$ 205,882.00</b>

**Contingency Reconciliation**

5.50%	of Contingency Budget	\$242,089.00	\$13,314.90
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**Reimbursable Expenses**

1.50%	of Budget	\$3,743,309.00	\$56,149.64
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<b>TOTAL PROPOSAL COST</b>		<b>\$ 275,346.54</b>
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Contract Number:

8

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated **September 24, 2025**, for reference purposes only, and is made by and between the **Santa Rosa High School District** (“District”) and **RGH Consultants** (“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”) related to the **Santa Rosa High School Parking Lot Improvements and Fencing** (the “Project”).
2. Term. This Agreement and the Parties’ obligations hereunder shall commence on September 25, 2025. Consultant shall diligently perform as required and complete performance during the life of the Project, 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 not to exceed amount **Sixteen Thousand One Hundred Twenty-One Dollars (\$16,121.00)** . Consultant shall provide a monthly invoice of the amount of Fees due for Services rendered in the prior month accompanied by documentation reasonably requested by District substantiating all charges, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice.

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

6. Materials. Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or the Consultant employees, agents, representatives or Consultants (collectively, "Consultant Parties"), even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

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.

8.4 Consultant shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Consultant in providing the Services, in such form as District shall approve or request. During the Term and for a period of three (3) years thereafter, upon District's written request, Consultant shall allow District or District's representative to inspect and make copies of such records in connection with the provision of the Services.

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. Intellectual Property.

10.1 Consultant acknowledges and agrees that any and all work product, including any deliverables, it conceives, creates, develops, or reduces to practice, in whole or part, during the term of the Agreement, including without limitation, all "works of original authorship" and all content, inventions, improvements, enhancements, designs, ideas, source code, software applications, formula, processes, techniques, discoveries, or know-how, whether or not patentable or copyrightable, are "works for hire" and are and/or shall become and remain the sole and exclusive property of the District and the District shall be the sole owner of all patents, copyrights, and other rights in connection therewith throughout the world. To the extent any such works are not deemed works for hire, Consultant hereby assigns to the District, Consultant's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Consultant while working for or on behalf of the District, which relates to, is suggested by, or results from matters set forth in any active Statement of Work and depends on either:

10.1.1 Consultant's knowledge of Confidential Information (as defined in Section 6) it obtains from the District.

10.1.2 The use of the District's equipment, supplies, facilities, information, or materials.

10.2 Consultant shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the District. Consultant shall, upon request of the District, promptly execute a specific assignment of title to the District and do anything else reasonably necessary to enable the District to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries.

10.3 All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Consultant in the course of performing services for the District, together with any associated copyrights, are works made for hire and the exclusive property of the District. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Consultant to the District of the ownership of and all rights of copyright in, such items, and the District shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Consultant shall give the District or its designees all assistance reasonably required to perfect such rights.

10.4 If for any reason, including incapacity, the District cannot secure Consultant's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section, or to enforce such rights within seven (7) business days of such request, Consultant hereby designates the District as Consultant's attorney-in-fact and agent, solely and exclusively to act for and on Consultant's behalf to execute and file such documents with the same legal force and effect as if executed by Consultant and for no other purpose.

11. Default. The occurrence of any of the following constitutes a Default by Consultant under this Agreement:

11.1 Consultant violates this Agreement and fails to remedy or cure such violation within ten (10) days after District's written notice thereof;

11.2 Consultant exposes the District to liability to others for personal injury or property damage;

11.3 Consultant becomes insolvent or admits its inability to pay its debts generally as they become due;

11.4 Consultant becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within thirty (30) days after filing;

11.5 Consultant is dissolved or liquidated or takes any corporate action for such purposes;

11.6 Consultant makes a general assignment for the benefit of creditors;

11.7 Consultant has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

11.8 Consultant becomes incapable to perform any of the Services.

## 12. Dispute Resolution

The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make best efforts to resolve informally any such disputes.

12.1 Consultant Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the fees owed to the Consultant, notwithstanding any disputes between District and the Consultant hereunder, the Consultant shall continue to provide and perform Services pending a subsequent resolution of such disputes.

12.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspection Firm and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation. The Parties shall jointly select a mediator within thirty (30) days of a request of mediation by a Party, and complete mediation as soon thereafter as practically possible but in no event later than ninety (90) days after the original request for mediation, unless otherwise agreed to by the Parties.

12.3 Government Claim 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

12.4 Arbitration. In the event that mediation is unsuccessful, to the extent applicable law does not otherwise provide, any dispute, claim or controversy between or among the District and Inspection Firm arising out of or in any way relating to this Agreement shall be determined by confidential, binding arbitration in the county in which the District's administrative offices are located before a neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this Agreement) with respect to any final arbitration award pursuant to this Agreement. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) in the county in which the District's administrative offices is located. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain important rights and protections that otherwise may have been available if

a dispute were determined by a judicial action including, without limitation, the extent of available discovery, the right to a jury trial, the recovery of attorney fees and certain rights of appeal.

This agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of California, exclusive of conflict or choice of law rules.

If this Agreement is related to a larger project for which there is more than one contract involved, and if more than one contractual dispute arises related to that project, then the District then may, at its option, consolidate arbitration proceedings arising from the Project into a single arbitration proceeding.

12.5 Attorney's Fees. To the extent either Party must seek enforcement or interpretation of this Agreement or otherwise defend against a claim arising from this Agreement, each Party shall bear their own fees and costs, including, but not limited to, mediation fees, arbitration fees, attorneys' fees and collection expenses, regardless of whether legal proceedings are or have been commenced to enforce said terms.

13. Termination.

13.1 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.

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

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

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

12.2.3. 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.

13.3 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.

14. 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.

15. Insurance.

15.1 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

## 15.2 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.

16. Assignment. Consultant shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of District, which consent may be granted or withheld in District's sole discretion. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve the Consultant of any of its obligations hereunder. District may at any time assign or transfer any or all of its rights or obligations under this Agreement without Consultant's consent.

17. 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 has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. 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 immediately 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 such violation, Consultant shall bear all costs arising therefrom.

18. 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.

19. 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.

20. 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.

21. 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).

22. Fingerprinting of Employees.

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

22.1 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").

22.2 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.

22.3 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.

22.4 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.

22.5 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.

23. 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.

24. 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.

25. 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:

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

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

26. 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.

27. 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.

28. 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:

Notice to District:

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

Notice to Consultant:

**RGH Consultants**  
3501 Industrial Drive, Suite A  
Santa Rosa, CA 95403  
Attention: Eric G. Chase

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.

29. 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.

30. 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 administrative offices are located.

31. 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.

32. 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.

33. Time is of the Essence. Time is of the essence in the performance of this Agreement. Consultant acknowledges that timely completion of the Services is critical to the District and that any delay in performance may cause substantial harm to the District. Consultant shall diligently perform its obligations and ensure that all deadlines specified in this Agreement, or otherwise agreed upon in writing, are met. Failure to perform the Services within the required timeframe may constitute a material breach of this Agreement, subjecting Consultant to any remedies available under this Agreement or at law, including but not limited to termination for cause and damages resulting from the delay.

34. Incorporation of Recitals and Exhibit. The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
35. 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.
36. 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.
37. Captions and Interpretations. Section 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.
38. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
39. 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.
40. 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.
41. Conflict of Interest. Consultant warrants that neither Consultant nor any of its employees, agents, or subconsultants has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.
42. Additional Terms. The parties acknowledge that Consultant may have submitted a proposal in connection with the services and/or materials to be provided under this Agreement. Any terms or conditions contained in such proposal shall be of no force or effect and shall not apply to or modify the rights and obligations of the parties hereunder. The relationship between the parties shall be governed solely by the terms of this Agreement, except that the proposal may be referenced solely for the limited purpose of describing the scope, specifications, or other factual information regarding the services or materials to be provided.
43. Sanctions in Response to Russian Aggression. The Consultant acknowledges and agrees that if any state funds are used in connection with this Agreement, the Consultant must comply with all economic sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including, but not limited to, those outlined in Executive Order N-6-22. The Consultant shall ensure that no funds received under this Agreement are used in violation of such sanctions. If this Agreement is valued at \$5 million or more, the Consultant must generate a report on steps they have taken in response to Russia's actions in Ukraine,

including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Such report shall be retained by Consultant and made available to the District or any other appropriate State department upon request. Failure to comply with these sanctions may result in the termination of this Contract at the sole discretion of the District and may subject the Consultant to additional penalties as provided by law.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date indicated below by their respective officers thereunto duly authorized.

**CONSULTANT: RGH CONSULTANTS**

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

Name: Eric G. Chase

Title: Principal Geotechnical Engineer

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

**SANTA ROSA ELEMENTARY SCHOOL  
DISTRICT**

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

Name: Lisa August

Title: Interim Superintendent

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

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

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

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

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

Name of Consultant: RGH Consultants

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

Print Name: Eric G. Chase

Title: Principal Geotechnical Engineer

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

## CONFLICT OF INTEREST STATEMENT

The undersigned Consultant for the **Santa Rosa Elementary School District** 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 not have business or financial interests in the **Santa Rosa Elementary School District** or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

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

Name: Eric G. Chase

Title: Principal Geotechnical Engineer

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

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

*(Consultant REQUIRED to complete.)*

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

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

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

**MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE:**  
**I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.**

**CONSULTANT**

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

Name: Eric G. Chase

Title: Principal Geotechnical Engineer

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

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



Experience is the difference

**Santa Rosa Office**

3501 Industrial Drive, Suite A  
Santa Rosa, CA 95403  
707-544-1072

**Napa Office**

1041 Jefferson St, Suite 4  
Napa, CA 94559  
707-252-8105

September 9, 2025

Santa Rosa City Schools  
c/o Greystone West Company  
Attn: Dante Feliciano  
[dante@greystonewest.com](mailto:dante@greystonewest.com)

Proposal  
Field and Laboratory Testing  
Santa Rosa High School Parking Lot Improvements  
1235 Mendocino Ave.  
Santa Rosa, California

Proposal Number: 95.020790

As requested, we are pleased to submit this proposal to provide field and laboratory testing for the parking lot improvements at Santa Rosa High School located at 1235 Mendocino Avenue in Santa Rosa, California. The attached Professional Services Agreement presents our recommended scope of services and corresponding fee estimate.

We appreciate the opportunity to submit this proposal and work with you on this project. When you wish to proceed, please return one signed copy of the attached Professional Services Agreement.

Very truly yours,  
RGH Consultants

Eric G. Chase  
Principal Geotechnical Engineer



cc: Greystone West Company  
Cory Rossow  
[Cory@greystonewest.com](mailto:Cory@greystonewest.com)  
John Dilena  
[john@greystonewest.com](mailto:john@greystonewest.com)  
Diana Garbuzov  
[diana@greystonewest.com](mailto:diana@greystonewest.com)

EGC:JJP:jas:brw  
Electronically submitted

[https://rghgeo.sharepoint.com/sites/shared/shared\\_documents/work\\_in\\_progress/\\_pip/\\_egc/srhs\\_parking\\_improvement/95.020790\\_proposal.docx](https://rghgeo.sharepoint.com/sites/shared/shared_documents/work_in_progress/_pip/_egc/srhs_parking_improvement/95.020790_proposal.docx)

Attachments: Professional Services Agreement  
Schedule of Charges



*Experience is the difference*

**Santa Rosa Office**

3501 Industrial Drive, Suite A  
Santa Rosa, CA 95403  
707-544-1072

**Napa Office**

1041 Jefferson St, Suite 4  
Napa, CA 94559  
707-252-8105

September 9, 2025

Proposal No. 95.020790

**PROFESSIONAL SERVICES AGREEMENT FOR GEOTECHNICAL SERVICES**

Santa Rosa City Schools (CLIENT), requests, and RGH Geotechnical and Environmental Consultants, Inc. (RGH), agrees to provide services as described below.

**Project Name:** Santa Rosa High Parking Lot Improvements

**Project Location:** 1235 Mendocino Avenue, Santa Rosa, California 95401

**Project Description:** We understand it is proposed to construct new curb and gutter, ADA ramps, sidewalk, ADA parking stalls, asphalt drive aisles and parking stalls, a vegetated swale and new light poles at Santa Rosa High School. The project area is generally in the southeastern portion of the campus.

**Scope of Services:** As requested, we will provide on-call compaction testing for the following items:

- Subgrade for pavement and concrete areas;
- Aggregate base for pavement and concrete areas;
- Electrical trench backfill; and
- Asphalt for pavement areas.

Concrete areas include curb and gutter, ADA ramps, sidewalk, and ADA parking stalls.

Compaction curves and Maximum Theoretical Specific Gravity (RICE) tests will be performed at our in-house laboratory. In addition to the compaction and laboratory testing, we will observe the completed drilled piers for the light poles.

The results of our observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will provide a summary of the laboratory and field density test results.


**Fee:** RGH proposes to provide the services outlines herein on a time and expense basis, in accordance with our attached schedule of charges, for the following not to exceed fees:

Subgrade compaction for pavement and concrete areas, including proof roll	\$ 3,960
Aggregate base compaction for pavement and concrete areas, including proof roll	\$ 3,960
Asphalt compaction	\$ 1,980
Electrical trench backfill	\$ 360
Light pole pier observation	\$ 540
Materials testing	\$ 1,475
Project Management/Administrative Support/Reporting	\$ 2,380
Subtotal Estimated Cost	\$14,655
10% Contingency	<u>\$ 1,466</u>
Total Estimated Cost	\$16,121

These fees will not be exceeded without the authorization of Santa Rosa City Schools and are based on the following assumptions.

- 44 hours of compaction testing for subgrade and aggregate base for concrete and pavement areas;
- One 10-hour day for asphalt placement;
- One Maximum Theoretical Specific Gravity (RICE) test to determine the asphalt maximum density;
- Two compaction curves; and
- One site visit for light pole drilled piers.

**AUTHORIZATION:** The undersigned agrees to the terms and conditions of this Professional Services Agreement. This agreement includes the attached **General Conditions** and **Schedule of Charges**.

Signed   
Eric G. Chase  
Principal Geotechnical Engineer

Signed \_\_\_\_\_

Printed \_\_\_\_\_

Date \_\_\_\_\_

Client: \_\_\_\_\_

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

\_\_\_\_\_

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

Email: \_\_\_\_\_

How would you like to receive invoices?  Mail  Email

Please provide address for invoices (mail/email) \_\_\_\_\_

Notes/Revisions:

**GENERAL CONDITIONS****1. DEFINITIONS**

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

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

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

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

**1.5. Services.** The Services provided by Consultant as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

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

**2. SCOPE OF SERVICES**

Consultant will perform the Services set forth in the attached SCOPE OF SERVICES.

**2.1. 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."

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

**2.3. Excluded Services.** Consultant's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES, OR A WRITTEN AMENDMENT(S) THERETO. Consultant shall have no other responsibility or obligation except as agreed to in writing.

**2.3.1. General.** 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 instructs Consultant not to perform.

**2.3.2. Biological Pollutants.** Consultant's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention, or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant's sole negligence.

**3. PAYMENTS TO CONSULTANT**

**3.1. Basic Services.** Consultant will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein.

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

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

**3.4. Rates.** Client will pay Consultant at the rates set forth in the SCHEDULE OF CHARGES.

**3.4.1. Changes to Rates.** Client and Consultant agree that the SCHEDULE OF CHARGES is subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure.

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

**3.5. Payment Timing; Late Charge.** All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. In addition, Consultant may suspend performance of the Services when such failure to pay continues for fifteen (15) days following notice to Client of the same. Geotechnical study reports, plan review letters, or final construction observation reports may be held until payment for services is received by RGH.

**3.6 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

**4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES**

**4.1. 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.

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

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

**4.4 No Fiduciary Duty.** 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.

## 5. ESTIMATE OF CONSTRUCTION COSTS

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

## 6. CONSTRUCTION PHASE SERVICES

If Consultant's SCOPE OF SERVICES does not include observation and/or testing during the course of construction, Client acknowledges that such services will be provided by Client or by others and Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and testing. Further, Client waives any claim against Consultant in any way related to such services, and agrees to indemnify, defend, and hold Consultant harmless from any loss, claim, or damage arising out of or in any way related to the performance of such services by other parties, including, but not limited to claims related to the interpretation, modification, or clarification of the Contract Documents due to changed field or other conditions, except for claims caused by the sole negligence of Consultant.

If Consultant's SCOPE OF SERVICES includes observation and/or testing during the course of construction the following provisions apply:

### 6.1. Construction Observation.

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

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

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

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

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

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

## 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

## 8. UNANTICIPATED AND CHANGED CONDITIONS

Actual subsurface conditions may vary from those encountered in the specific locations where Consultant conducts its explorations. Consultant can only base its site data, interpretations, and recommendations on information reasonably available to it. Practical limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological, and geotechnical conditions even when Consultant follows the standard of care. If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 18, "Termination." Underground utilities and other structures that are not properly located on plans and specifications provided to Consultant will be considered a Changed Condition under this clause.

## 9. HAZARDOUS MATERIALS

Client understands that Consultant's Services under this Agreement are limited to geotechnical engineering and that Consultant has no responsibility to locate, identify, evaluate, treat, or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal, or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement. Client further agrees to defend, indemnify, and hold Consultant harmless from any claims related to Hazardous Materials that may be brought or filed by third parties due to the services provided by Consultant under this Agreement, except to the extent caused by the sole negligence of Consultant.

## 10. 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.

## 11. ALLOCATION OF RISK

**11.1. 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. Client further agrees to require any contractor or subcontractor who may perform work in connection with any design, report, or study by Consultant to include a like indemnity and limitation of remedies clause in favor of Consultant. Client and Consultant agree that this clause was expressly negotiated and agreed upon.

### 11.2. Indemnification.

**11.2.1. Indemnification of Client.** Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this Agreement, including section 11.1 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 Consultant.

**11.2.2. 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.

**11.3 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.

**11.4 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.

**11.5. 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.

**11.6. 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.

## 12. INSURANCE

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

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

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

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

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

**12.2. Contractor's Insurance.** Client will require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability

insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability and Builder's Risk insurance.

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

### 13. OWNERSHIP AND USE OF DOCUMENTS

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

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

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

**13.3.1. Use by Client.** Client has the right to use the Documents for purposes reasonably connected with the Project for which the Services are provided, including design and licensing requirements of the Project.

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

**13.4. Electronic Media** CLIENT and CONSULTANT both prefer that CONSULTANT use electronic means to issue to CLIENT CONSULTANT's proposed-final instrument(s) of professional service. CONSULTANT will provide to CLIENT electronic media or access to electronic media in which the instruments of professional service are stored or CONSULTANT will use electronic means, like e-mail, to transmit the instrument(s) of professional service directly. CLIENT and CONSULTANT both realize that data, words, graphical representations, drawings, and other elements of electronically stored or transmitted instruments of professional service may experience unpreventable, random alteration. Accordingly, CLIENT shall have [sixty (60)] calendar days after receiving or gaining access to CONSULTANT's proposed-final instrument(s) of professional service to inspect the material for readability, accuracy, and completeness. CLIENT shall call to CONSULTANT's attention any errors, omissions, or other problems, permitting CONSULTANT to provide prompt adjustments or corrections for CLIENT's additional review. Unless CLIENT requests modifications to the instruments of professional service within 7 days, the instruments of professional service shall become final. CLIENT shall, to the extent permitted by law, waive any and all claims against CONSULTANT that arise from or are related to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. CLIENT shall further indemnify and hold harmless CONSULTANT from and against any and all claims, demands, allegations, causes of action, damages, losses, costs, or other liabilities and expenses (including all attorney's fees and court costs) that arise from or are related to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. CLIENT shall also compensate CONSULTANT for any time CONSULTANT spends or expenses CONSULTANT incurs arising from or relating to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. Such compensation shall be based upon CONSULTANT's prevailing fee schedule and expense-reimbursement policy. (The term "any and all claims" used in this provision means "any and all claims in contract, tort, or statute alleging attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Documents by Client or anyone obtaining them through Client. Client further releases and agrees to defend, indemnify, and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in the Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

**13.5. Unauthorized Reuse and Reliance.** No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent, receipt of additional compensation by Consultant, and the written agreement of the party seeking reliance to be bound to the same terms and conditions as Client. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Any reuse or modification of the Documents, including Documents in an electronic format, by Client or anyone obtaining them through Client will be at Client's sole risk and without liability to Consultant. Client will defend, indemnify, and hold Consultant harmless from all claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Documents by Client or anyone obtaining them through Client. Client further releases and agrees to defend, indemnify, and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in the Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

### 14. SAMPLES AND CUTTINGS

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

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

### 15. ASSIGNMENT AND SUBCONTRACTS

Client and Consultant, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this Agreement. 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. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties. Any assignment that fails to comply with this paragraph will be void and of no effect.

**16. RELATIONSHIP OF THE PARTIES**

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

**17. SUSPENSION AND DELAYS**

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

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

**18. TERMINATION**

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

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

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

**19. DISPUTES**

**19.1. Mediation.** All disputes between Consultant and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 90 days of service of notice.

**19.2. Precondition to Other Action.** No action or suit may be commenced unless the mediation did not occur within 90 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

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

**19.4. Statutes of Limitations.** Any 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.

**20. MISCELLANEOUS**

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

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

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

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

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

**20.6. 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 Consultant, and not for the use or benefit of any other party.

**20.7 Value Engineering.** Client acknowledges that if it elects to pursue value engineering on the project, it assumes the risk that it could result in reduced functionality or performance of the project, increased maintenance, or other issues. In addition, if the Client requires the incorporation of changes in the construction documents to accommodate value engineering, the Client agrees, to the fullest extent permitted by law, to waive all claims against Consultant and to indemnify and hold harmless Consultant from any damages, liabilities or costs, including reasonable attorneys’ fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client. In addition, the Consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding, or other documents.

**20.8 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.



*Experience is the difference*

**Santa Rosa Office**  
 3501 Industrial Drive, Suite A  
 Santa Rosa, CA 95403  
 707-544-1072

**Napa Office**  
 1041 Jefferson St, Suite 4  
 Napa, CA 94559  
 707-252-8105

**SCHEDULE OF CHARGES**  
**Effective January 1, 2025**

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

**PERSONNEL**

Principal .....	\$250/hour
Associate .....	\$205/hour
Senior Engineer/Geologist .....	\$195/hour
Project Engineer/Geologist .....	\$175/hour
Staff Engineer/Geologist .....	\$150/hour
Field Engineer .....	\$140/hour
Field Engineer (Prevailing Wage) .....	\$180/hour
Graphics .....	\$110/hour
Administrative Support .....	\$90/hour

**EQUIPMENT**

Seismic Site Class (ReMiNode) .....	\$500/day
Slope Inclinometer Instrument .....	\$200/day
Coring Machine .....	\$400/day
Infiltration Test Apparatus.....	\$200/day
Sonic Echo Foundation Test Gauge.....	\$200/day
Specialty Software (i.e. SLOPE/W, VolFlo).....	\$70/hour

**CONCRETE**

Concrete Compression Testing - Set of 4 Cylinder Breaks.....	\$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal).....	\$400
Each Additional Cylinder Break .....	\$50
Each Additional Core Break .....	\$100

**OTHER**

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$400 per hour for the principal, associate, and project level professional and \$280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.

Contract Number:

9

**EXHIBIT A**  
**PROJECT ASSIGNMENT**

**ALBERT BIELLA ELEMENTARY SCHOOL ECE MODERNIZATION**

This Project Assignment (“Project Assignment”) is entered into as of September 24, 2025 (“Effective Date”) by and between Santa Rosa Elementary School District (“District”) and Stocksdale Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated December 13, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description.**

Albert Biella Elementary School ECE Modernization

**2. IOR Services to be Provided.**

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

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

Construction commencing on or around March 2026, through the scheduled final completion date of August 2026.

**4. Project Budget.**

Not to Exceed: Fifty Thousand Nine Hundred Fifty Dollars (\$50,950.00)

**5. IOR Budget, Compensation and Payment.**

The Consultant shall provide services in accordance with the project timeline, which anticipates commencement of March 1, 2026, and completion by August 14, 2026, for a total duration of approximately Twenty-Four (24) weeks. Services are expected to be performed at an average of Fifteen (15) hours per week, not to exceed Three Hundred Sixty (360) total hours.

Compensation for services shall be at a billable rate of One Hundred Forty Dollars (\$140.00) per hour, not to exceed a total amount of Fifty Thousand Nine Hundred Fifty Dollars (\$50,950.00) without prior written authorization from the District.

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

Intentionally Blank.

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

**IOR:**

**DISTRICT:**

Stocksdale Inspection Services

Santa Rosa Elementary School District

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

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

Name: John Stocksdale

Name: Lisa August

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

Title: Interim Superintendent

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

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

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

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9/4/2025

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

Re: Proposal for project inspection services  
Albert Biella Elementary School / Modernization

Erik,

I am pleased to submit this proposal for project inspection services for the Albert Biella Elementary School Modernization project.

### **Scope of Services**

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Basic project inspection services shall be as set forth in Part I, Title 24, CCR and in DSA IR A-8 and shall include construction inspection, monitoring the DSA inspection cards, submitting DSA forms and reports, scheduling special inspections and testing, keeping job files and logs, attendance at meetings, observing required tests, reviewing payment applications, and assistance with punch list preparation.

### **Fee**

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Compensation for project inspection services shall be based on an hourly fee of \$140/hour.

Estimated time: (Construction from March 1, 2026 through Aug 14, 2026 = 24 weeks)

15 hours per week (average) for 24 weeks = 360 hours

Estimated fee: \$140/hour x 288 hours = \$50,400

General liability insurance will be provided at an additional cost of \$550.

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

### **Indemnification**

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Inspector shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Inspector's performance of the work, or work performed by the Inspector's employees, excepting only such injury or harm as may be caused solely and exclusively



Contract Number:

10

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated **September 24, 2025**, for reference purposes only, and is made by and between the **Santa Rosa High School District** (“District”) and **Miller Pacific Engineering Group** (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”) related to the **Piner High School Two-Story Classroom Building Project** (the “Project”).
2. Term. This Agreement and the Parties’ obligations hereunder shall commence on September 25, 2025. Consultant shall diligently perform as required and complete performance during the life of the Project, 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 not to exceed amount **Thirty-Eight Thousand Six Hundred Dollars (\$38,600.00)** . Consultant shall provide a monthly invoice of the amount of Fees due for Services rendered in the prior month accompanied by documentation reasonably requested by District substantiating all charges, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice.

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

6. Materials. Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or the Consultant employees, agents, representatives or Consultants (collectively, "Consultant Parties"), even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

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.

8.4 Consultant shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Consultant in providing the Services, in such form as District shall approve or request. During the Term and for a period of three (3) years thereafter, upon District's written request, Consultant shall allow District or District's representative to inspect and make copies of such records in connection with the provision of the Services.

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. Intellectual Property.

10.1 Consultant acknowledges and agrees that any and all work product, including any deliverables, it conceives, creates, develops, or reduces to practice, in whole or part, during the term of the Agreement, including without limitation, all "works of original authorship" and all content, inventions, improvements, enhancements, designs, ideas, source code, software applications, formula, processes, techniques, discoveries, or know-how, whether or not patentable or copyrightable, are "works for hire" and are and/or shall become and remain the sole and exclusive property of the District and the District shall be the sole owner of all patents, copyrights, and other rights in connection therewith throughout the world. To the extent any such works are not deemed works for hire, Consultant hereby assigns to the District, Consultant's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Consultant while working for or on behalf of the District, which relates to, is suggested by, or results from matters set forth in any active Statement of Work and depends on either:

10.1.1 Consultant's knowledge of Confidential Information (as defined in Section 6) it obtains from the District.

10.1.2 The use of the District's equipment, supplies, facilities, information, or materials.

10.2 Consultant shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the District. Consultant shall, upon request of the District, promptly execute a specific assignment of title to the District and do anything else reasonably necessary to enable the District to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries.

10.3 All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Consultant in the course of performing services for the District, together with any associated copyrights, are works made for hire and the exclusive property of the District. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Consultant to the District of the ownership of and all rights of copyright in, such items, and the District shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Consultant shall give the District or its designees all assistance reasonably required to perfect such rights.

10.4 If for any reason, including incapacity, the District cannot secure Consultant's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section, or to enforce such rights within seven (7) business days of such request, Consultant hereby designates the District as Consultant's attorney-in-fact and agent, solely and exclusively to act for and on Consultant's behalf to execute and file such documents with the same legal force and effect as if executed by Consultant and for no other purpose.

11. Default. The occurrence of any of the following constitutes a Default by Consultant under this Agreement:

11.1 Consultant violates this Agreement and fails to remedy or cure such violation within ten (10) days after District's written notice thereof;

11.2 Consultant exposes the District to liability to others for personal injury or property damage;

11.3 Consultant becomes insolvent or admits its inability to pay its debts generally as they become due;

11.4 Consultant becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within thirty (30) days after filing;

11.5 Consultant is dissolved or liquidated or takes any corporate action for such purposes;

11.6 Consultant makes a general assignment for the benefit of creditors;

11.7 Consultant has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

11.8 Consultant becomes incapable to perform any of the Services.

## 12. Dispute Resolution

The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make best efforts to resolve informally any such disputes.

12.1 Consultant Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the fees owed to the Consultant, notwithstanding any disputes between District and the Consultant hereunder, the Consultant shall continue to provide and perform Services pending a subsequent resolution of such disputes.

12.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspection Firm and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation. The Parties shall jointly select a mediator within thirty (30) days of a request of mediation by a Party, and complete mediation as soon thereafter as practically possible but in no event later than ninety (90) days after the original request for mediation, unless otherwise agreed to by the Parties.

12.3 Government Claim 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

12.4 Arbitration. In the event that mediation is unsuccessful, to the extent applicable law does not otherwise provide, any dispute, claim or controversy between or among the District and Inspection Firm arising out of or in any way relating to this Agreement shall be determined by confidential, binding arbitration in the county in which the District's administrative offices are located before a neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this Agreement) with respect to any final arbitration award pursuant to this Agreement. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) in the county in which the District's administrative offices is located. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain important rights and protections that otherwise may have been available if

a dispute were determined by a judicial action including, without limitation, the extent of available discovery, the right to a jury trial, the recovery of attorney fees and certain rights of appeal.

This agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of California, exclusive of conflict or choice of law rules.

If this Agreement is related to a larger project for which there is more than one contract involved, and if more than one contractual dispute arises related to that project, then the District then may, at its option, consolidate arbitration proceedings arising from the Project into a single arbitration proceeding.

12.5 Attorney's Fees. To the extent either Party must seek enforcement or interpretation of this Agreement or otherwise defend against a claim arising from this Agreement, each Party shall bear their own fees and costs, including, but not limited to, mediation fees, arbitration fees, attorneys' fees and collection expenses, regardless of whether legal proceedings are or have been commenced to enforce said terms.

13. Termination.

13.1 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.

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

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

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

12.2.3. 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.

13.3 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.

14. 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.

15. Insurance.

15.1 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

## 15.2 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.

16. Assignment. Consultant shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of District, which consent may be granted or withheld in District's sole discretion. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve the Consultant of any of its obligations hereunder. District may at any time assign or transfer any or all of its rights or obligations under this Agreement without Consultant's consent.

17. 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 has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. 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 immediately 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 such violation, Consultant shall bear all costs arising therefrom.

18. 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.

19. 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.

20. 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.

21. 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).

22. Fingerprinting of Employees.

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

22.1 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").

22.2 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.

22.3 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.

22.4 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.

22.5 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.

23. 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.

24. 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.

25. 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:

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

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

26. 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.

27. 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.

28. 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:

Notice to District:

**Santa Rosa High School District**

110 Stony Point Road, Suite 210

Santa Rosa, CA 95401

Attention: Lisa August, Interim Superintendent

Notice to Consultant:

**Miller Pacific Engineering Group**

1360 Redwood Way, Suite B

Petaluma, CA 94954

Attention: Benjamin S. Pappas

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.

29. 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.

30. 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 administrative offices are located.

31. 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.

32. 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.

33. Time is of the Essence. Time is of the essence in the performance of this Agreement. Consultant acknowledges that timely completion of the Services is critical to the District and that any delay in performance may cause substantial harm to the District. Consultant shall diligently perform its obligations and ensure that all deadlines specified in this Agreement, or otherwise agreed upon in writing, are met. Failure to perform the Services within the required timeframe may constitute a material breach of this Agreement, subjecting Consultant to any remedies available under this Agreement or at law, including but not limited to termination for cause and damages resulting from the delay.

34. Incorporation of Recitals and Exhibit. The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
35. 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.
36. 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.
37. Captions and Interpretations. Section 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.
38. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
39. 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.
40. 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.
41. Conflict of Interest. Consultant warrants that neither Consultant nor any of its employees, agents, or subconsultants has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.
42. Additional Terms. The parties acknowledge that Consultant may have submitted a proposal in connection with the services and/or materials to be provided under this Agreement. Any terms or conditions contained in such proposal shall be of no force or effect and shall not apply to or modify the rights and obligations of the parties hereunder. The relationship between the parties shall be governed solely by the terms of this Agreement, except that the proposal may be referenced solely for the limited purpose of describing the scope, specifications, or other factual information regarding the services or materials to be provided.
43. Sanctions in Response to Russian Aggression. The Consultant acknowledges and agrees that if any state funds are used in connection with this Agreement, the Consultant must comply with all economic sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including, but not limited to, those outlined in Executive Order N-6-22. The Consultant shall ensure that no funds received under this Agreement are used in violation of such sanctions. If this Agreement is valued at \$5 million or more, the Consultant must generate a report on steps they have taken in response to Russia's actions in Ukraine,

including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Such report shall be retained by Consultant and made available to the District or any other appropriate State department upon request. Failure to comply with these sanctions may result in the termination of this Contract at the sole discretion of the District and may subject the Consultant to additional penalties as provided by law.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date indicated below by their respective officers thereunto duly authorized.

**CONSULTANT: MILLER PACIFIC  
ENGINEERING GROUP**

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

Name: Benjamin S. Pappas

Title: Associate Engineer

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

**SANTA ROSA HIGH SCHOOL DISTRICT**

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

Name: Lisa August

Title: Interim Superintendent

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

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

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

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

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

Name of Consultant: Miller Pacific Engineering Group

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

Print Name: Benjamin S. Pappas

Title: Associate Engineer

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

## CONFLICT OF INTEREST STATEMENT

The undersigned Consultant for the **Santa Rosa High School District** 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 not have business or financial interests in the **Santa Rosa High School District** or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

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

Name: Benjamin S. Pappas

Title: Associate Engineer

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

**FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION**  
*(Consultant REQUIRED to complete.)*

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

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

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

**MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE:**  
**I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.**

**CONSULTANT**

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

Name: Benjamin S. Pappas

Title: Associate Engineer

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

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



**MILLER PACIFIC  
ENGINEERING GROUP**

September 11, 2025  
File: 1079.119O&Tpro.doc

Santa Rosa City Schools  
211 Ridgeway Avenue  
Santa Rosa, California 95401

Attn: Ms. Lisa August, Superintendent

Re: Proposal for Geotechnical Construction Observation & Testing Services  
New two-Story Folia Structure – Piner High School  
Santa Rosa, California

### Introduction

This letter includes our preliminary proposed scope of services and budget estimate for the construction phase of the new two-story “Folia” structure for Piner High School located in Santa Rosa, California. The project includes constructing a new two-story classroom building on the southern end of the existing campus. The structure will be supported on a shallow foundation system bearing on a reinforced gravel mat. The purpose of our geotechnical construction observation and testing services is to form an opinion regarding the Contractor’s compliance with the project plans and our recommendations outlined in our geotechnical investigation report for this project. Our service will be provided in accordance with our current Agreement with the District.

### Scope of Services

Based on our discussions with you and the design team, and our experience with similar projects, we judge intermittent site observations and testing is appropriate during construction of the project. We anticipate observing and testing the following items:

- **Laboratory Testing:**  
We will collect bulk samples of the soils and baserock utilized on the project to determine the maximum laboratory density and optimum moisture content.
- **Reinforced Gravel Mat Construction:**  
We will perform intermittent site visits to observe the over-excavation to confirm the exposed surface is firm and unyielding. Additionally, we will observe the placement of geogrids and perform field density testing on the Class 2 Aggregate Baserock backfill.
- **Foundation Excavation Inspection:**  
We will perform intermittent site visits to observe foundation excavations to verify the subsurface conditions are consistent with our geotechnical investigation and recommendations.

- **Utility Trench Backfill Testing:**  
We will perform intermittent site visits to observe and perform field density tests on the soils utilized to backfill site utility trenches to verify conformance with the project plans and our geotechnical recommendations.
- **Pavement Section Testing:**  
We will perform intermittent site visits to perform field density tests on the aggregate baserock and asphalt testing, if requested, to verify it has been prepared in conformance with the project plans and/or our geotechnical recommendations.
- **Geotechnical Consultation:**  
We will be available to attend site meetings regarding the construction process, answering Contractor RFI's and other as needed geotechnical engineering consultation.
- **DSA Coordination**  
Per DSA requirements, we will upload our Daily Filed Reports on their Box.com account. Additionally, we will upload interim and final Form 293s upon the request of the project Inspector of Record.
- **Other geotechnical items, as needed.**

Budget Estimate

We will provide our services on a time and expense basis and based on the project plans, our discussions with the project team and experiences with similar projects, we estimate our fees will be approximately \$38,600 for the project. We can revise this estimate if provided with a construction schedule. Unknowns, such as contractor efficiency, the need for retesting inadequate work, unanticipated subsurface conditions, weather and other factors have been considered in preparing our budget estimate but may still impact the final budget. We will prepare regularly scheduled invoices and update you on our budget status as the work progresses. Please sign and return a copy of the attached Agreement when you would like to proceed. Feel free to contact us with any questions or concerns.

Sincerely,  
MILLER PACIFIC ENGINEERING GROUP



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

Attachment: Budget Estimate Worksheet



Contract Number:

11

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. **. Underground Utility Survey**

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

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

3. **Fee**

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

Item 1.: Topographic Design Survey:	\$4,000	Approved at the September 10, 2025 Board Meeting.
Item 2.: Underground tility Survey	\$5,900	Current Consideration for Board Approval.

**Total Fee: \$ 9,900**

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

4. **Assumptions and Limitations**



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

**EXHIBIT B**

**Untitled Map**

Write a description for your map.

**Legend**

-  Albert F. Biella Elementary School
-  Albert F. Biella Elementary School

