Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

Contract Number:

1

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

2025 California Uniform Public Construction Cost Accounting Act

Public Contract Code §§ 22000 *et seq.*

(Project Value Less than Current Dollar Value Threshold $75,000 as of January 1, 2025)

Central Receiving Warehouse: Data Cabling

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

TABLE OF CONTENTS

1. Contract for Labor and Materials

3. General Conditions

4. Project Forms

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

Santa Rosa High School District and Santa Rosa Elementary School District

Central Receiving Warehouse: Data Cabling

1. CONTRACT FOR LABOR AND MATERIALS

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials ("Contract") is entered into as of October 23, 2025, by and between the **Santa Rosa High School District & Santa Rosa Elementary School District,** California public school districts ("District"), and **Golden State Electric, Inc.** ("Contractor").

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

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

X Public Contract Code section 22032(a): California Uniform Construction Cost Accounting Act Contracts less than the current dollar value threshold for informal bidding under the California Uniform Public Construction Cost Accounting Act procedures pursuant to Public Contract Code section 22032(a) (as of January 1, 2025, Seventy-Five Thousand Dollars ($75,000))

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Central Receiving Warehouse: Data Cabling ("Project")**. The location of the Project is 211 Ridgway Ave., Santa Rosa CA 94501 (the "Site").

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

3. **Contract Documents**

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the Request for Quotation, the Project Forms, the required Bonds (if applicable) and the Insurance forms, the General Conditions, the Drawings and Specifications and all of contractor's certificates executed for the Project.

4. **District Representative**

The District Representative is the District's Facilities Representative and/or Construction Manager of the Project.

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

The Architect or Design Professional in charge shall be designated by the District from time to time; references to the "Architect" or similar terms shall be deemed references to the Architect or Design Professional in charge and their respective design consultants, or if there is no Architect or Design Professional for a project, such references shall be deemed references to the District's Representative.

6. **Compensation to Contractor**

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

a. **Contract Price**. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the price of Seventeen Thousand One hundred Sixty Three Dollars and 00/100 ($17,163.00) ("Contract Price").

b. **Progress Payment Retention**. The District determines that Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to the Contract General Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.

c. **Mark-Up for Changed Work**. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of ten percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

7. Prevailing Wages

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

8. Project Labor Agreement

This Project IS NOT subject to a Project Labor Agreement. Contractor is responsible for familiarizing itself with the terms of such agreement and executing an agreement to be bound by its terms.

9. Contract Time

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work Thirty (30) days after the commencement date of the Work set forth in the Notice to Proceed ("Contract Time"). Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

10. Contractors' License

The required classification(s) of California Contractors' License to complete the Project is C-10 ("Contractor's License"). The Contractor certifies that: (i) it is possesses a valid and in good standing Contractors' License, in the necessary class(es) to complete the Project; (ii) that such license shall be in full force and effect for the duration of the Project; and (iii) that all Subcontractors completing any portion of the Project are properly licensed to complete their respective portions of the Project and will remain so properly licensed in full force and at all times for the duration of the Project. The Contractor certifies to the District that the Contractor is a DIR registered contractor and all listed Subcontractors are DIR registered contractors.

11. Limitation on Damages

In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

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

12. Liquidated Damages

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

a. **Delayed Substantial Completion**. If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of One Thousand Dollars ($1,000).

b. **Delayed Punchlist Completion**. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of Five Hundred Dollars ($500).

c. **Surety Liability**. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

13. Insurance

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

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

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: 1,000,000
	Aggregate: 2,000,000
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars ($1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coveragei s not required.

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

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

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

14. **Notices**

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

If to the District:

Santa Rosa High School District and Santa Rosa Elementary School District
110 Stony Point Road, Suite 210
Santa Rosa, CA 95401

If to the Contractor:

Golden State Electric, Inc.
947 Piner Place
Santa Rosa, CA 954003

15. Hours and Days of Work at the Site

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

15.2 Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: **"Not Applicable**". The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

16. Audit

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

17. Compliance with Law

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

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

18. **Authority to Execute**

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

[Remainder of page intentionally left blank.]

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

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

Santa Rosa High School District and Santa Rosa Elementary School District	Golden State Electric, Inc.
By: _____	By: James Carvelho
Name: Lisa August	Name: James Carvelho
Title: Interim Superintendent	Title: CEO/Director
Date: _____	Date: 10/2/2025

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

Santa Rosa High School District and Santa Rosa Elementary School District

Central Receiving Warehouse: Data Cabling

3. GENERAL CONDITIONS

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

GENERAL CONDITIONS

1. **Labor and Materials**. The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.

2. **Submittals**. The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.

3. **Construction Schedule**. If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.

4. **Changes**.
   4.1 **Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. Changes approved by the District shall be reduced to Change Order in the form established by the District.
   4.2 Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including, without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education ("Board") approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

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

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

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code section 3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

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

6. **Labor**.
   - **6.1 Prevailing Wage Rates**. The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.
   - **6.2 Apprentices**. Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.
   - **6.3 DIR Registration**.
     - **6.3.1 Contractor and Subcontractor Compliance**. Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
     - **6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status**. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

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

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

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

6.4 Certified Payroll Records.

6.4.1 Compliance With Labor Code §§ 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of electronic Certified Payroll Records ("CPR") directly to the DIR no less than every 30 days while Work is being performed and within 30 days after the final day of work performed on the Project for any journeyman, apprentice, worker or other employee that was employed in connection with the Work, or within ten (10) days of any request by the Direct or the DIR to the requesting entity; and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

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

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

6.6 Competency and Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

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

7. Subcontractors. The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers' Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

8. Project Certification. If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.

9. Payment of the Contract Price. The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

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

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

12. **Delays and Time Extensions.**
    - **12.1 Excusable Delays.** If completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by District. Excusable Delays shall not result in any increase in the Contract Price. "Excusable Delays" refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.
    - **12.2** The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions

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which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

12.3 A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.

12.4 No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.

12.5 The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of District of the right to collect liquidated damages for other delays or of any other rights to which District is entitled.

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

14. Warranty. The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract

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Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

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

16. Miscellaneous.

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

16.2 **Disputes**.

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

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

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

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

16.2.2.3 **District Claim Review Statement**. Within forty-five (45) days (or such other time mutually agreed to by the District and the Contractor) after

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

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

16.2.3 **Meet and Confer**.

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

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

16.3 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.

16.3.1 *Contractor Continuation of Services.* Except in the event of the District's failure to make an undisputed payment of the fees owed to the Contractor, notwithstanding any disputes between District and the Contractor

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

hereunder, the Contractor shall continue to provide and perform Services pending a subsequent resolution of such disputes.

16.3.2 *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.

16.3.3 *Government Claim Requirements.* The Contractor 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 Contractor's right to bring a civil action against the District

16.3.4 *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.

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

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.

16.3.5 *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.

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

16.3.7 **Subcontractor Claims**.

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

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

16.3.7.3 **District Review of Subcontractor Claim**. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.3.7.4 **Disputed Subcontractor Claims**. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures.

16.3.8 **Contractor Compliance with Government Code**. Pursuant to Government Code Section 930.6, any and all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District for money or damages, shall be deemed a "suit for money or damages" and shall be subject to the provisions of Government Code Sections 945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in this Article herein, all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District seeking money or damages in any sum shall first be presented to the District's Board of Education and acted upon or deemed rejected as a condition precedent to suit in accordance with California Government Code section 900 *et seq.*

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

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

16.6 **Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.

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

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

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

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

16.10 **Days**. Unless otherwise stated in the Contract Documents, all references to "days" shall be deemed references to calendar days.

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

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

[END OF GENERAL CONDITIONS]

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

Santa Rosa High School District/Santa Rosa Elementary School District

Central Receiving Warehouse: Data Cabling

4. PROJECT FORMS

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

GUARANTEE

Project: **Central Receiving Warehouse: Data Cabling**

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

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

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

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

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

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Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

Contractor

Golden State Electrical, Inc.
(Contractor Name)

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

James Carvelho CEO/Director
(Printed Name and Title)

10/2/2025
(Date)

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

WORKERS' COMPENSATION CERTIFICATE

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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.
>
> (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 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 and will require all Subcontractors to do the same.

Golden State Electric, Inc.

Contractor

By: James Carvelho

In accordance with Labor Code section 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

NON-COLLUSION DECLARATION

[To be executed by the Contractor and submitted with the Project Forms.]

James Carvelho, declares that he or she is CEO/Director of Golden State Electric, Inc., and affirms that the Project proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Project proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Project proposal , and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham Project proposal, or that anyone shall refrain from submitting the Project proposal ; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the contract price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the contract price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the quotation are true and correct; and, further, that the Contractor has not, directly or indirectly, submitted his or her contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, depository, or to any member or agent thereof to effectuate a collusive or sham quotation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10/2/2025 James Carvelho

Signature

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

DIR REGISTRATION VERIFICATION

PROJECT: **Central Receiving Warehouse: Data Cabling**,

I am the CEO/Director (Title/Position) of Golden State Electric, Inc. (Contractor Name) ("Contractor")

submitting the accompanying Project Forms for the Work described as **Central Receiving Warehouse: Data Cabling**

1. The Contractor is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Contractor's DIR Registration Number is: 1000007979. The expiration date of the Contractor's DIR Registration is June 30, 20 25.

3. If the Contractor is awarded the Contract for the Work and the expiration date of the Contractor's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Contractor completing all obligations under the Contract for the Work, the Contractor will take all measures necessary to renew the Contractor's DIR Registration so that there is no lapse in the Contractor's DIR Registration while performing Work under the Contract.

4. The Contractor, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Contractor has independently verified that each Subcontractor identified in the Designated Subcontractors List submitted with the Project proposal of the Contractor is currently a DIR registered contractor.

6. The Contractor has provided the DIR Registration Number for each subcontractor identified in the Contractor's Designated Subcontractors List.

7. The Contractor's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Contractor's Project proposal is subject to rejection for non-responsiveness.

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Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

I have personal firsthand knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 2nd day of October, 20 25 at Santa Rosa, CA.
(City and State)

James Carvelho
(Signature)
James Carvelho
(Name, typed or printed)

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

DRUG-FREE WORKPLACE CERTIFICATION

I, James Carvelho, am the CEO/Director of Golden State Electric, Inc.
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code § 8350 *et seq.*, the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
    b. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.
    c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code § 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§ 8350 *et seq.*
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code § 8350 *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

[Remainder of page intentionally left blank]

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I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this 2nd day of October, 20 25 at Santa Rosa ,CA.

(City and State)

By: James Carvelho

James Carvelho

(Typed or Printed Name)

Title: CEO/Director

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the submission for **Central Receiving Warehouse: Data Cabling** ("Project"), and submitted it to the **Santa Rosa High School District/Santa Rosa Elementary School District** on behalf of Golden State ("Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state Environmental Protection Agency ("EPA") or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the EPA.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

The Asbestos Removal Contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The Asbestos Consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 2nd day of October, 2025.

Name of Contractor (Print or Type)

Name: James Carvelho

Signature: James Carvelho

Title: CEO/Director

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

One of the boxes below **must** be checked, and an executed copy of this form must be provided to the District:

☑ Contractor'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 Contractor's services under this Agreement.

☐ Contractor'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 Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor'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 contractors of the Contractor, 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."

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor'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 Contractor's on-site employees of Contractor by an employee of Contractor, _____, 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). Contractor shall verify and continue to verify that the employees of Contractor 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/).

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor 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 Contractor.

CONTRACTOR

By: James Carvelho

Name: James Carvelho

Title: CEO/Director

Date: 10/2/2025

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.

DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. Notice of Hazardous Waste or Materials

a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, the District shall investigate the identified conditions.

d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its Project proposal, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

(1) The protection of the public health, welfare and environment;

(2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;

(3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and

(4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

Pursuant to, without limitation, 20 U.S.C. section 6083, California Labor Code sections 6400 et seq., Health & Safety Code sections 104350 et seq., California Business and Professions Code section 25608, California Education Code section 48900, and District Board Policies, all District sites, including the Project site, are tobacco-free and alcohol-free environments. Smoking, the use of tobacco products, and the possession, consumption, or distribution of alcoholic beverages by any person are strictly prohibited on or in District property. District property includes, but is not limited to, school buildings, school grounds, District-owned or leased vehicles, and any vehicles owned by others while on District property.

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: 10/2/2025

Golden State Electric, Inc.
Contractor

By: James Carvalho
Signature

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

LEAD-BASED MATERIALS CERTIFICATION

PROJECT **Central Receiving Warehouse: Data Cabling**, between **Santa Rosa High School District and Santa Rosa Elementary School District** ("District") and **Golden State Electric, Inc**. ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

1) Contractor's work may disturb lead-containing building materials.

2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

f. Lead contamination/emergency cleanup;

g. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

h. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. <u>Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act</u>

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

Contractor shall comply with all applicable laws, rules, and regulations governing work with, and disposal, of lead. If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Contractor: Golden State Electric, Inc.

Print Name: James Carvelho

Signature: James Carvelho

Title: CEO/Director

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

GOLDEN STATE ELECTRIC, INC.
Electrical Contractor
CA Lic. #583566
DIR#1000007979

947 Piner Pl. * Santa Rosa, CA 95403 * *Tel. (707) 575-4111* FAX *(707) 575-4112*

****

B I D M E M O R A N D U M

DATE 9/11/2025
SEND TO: Ray Green; Van Pelt Construction Services
TELEPHONE: 707-484-2974
EMAIL: ray.green@vpcsonline.com

RE: Santa Rosa City Schools Fiber from CNS Building to Warehouse

Description

Provide and install outdoor rated gutter. Gutter to be installed on exiting underground conduits previously installed by others. Provide and install (1) 2-inch conduit and outdoor pull cans to accessible ceiling spaces. Provide and install (1) 2-inch conduit from IDF to accessible storage mezzanine. Provide and install (1) 12 strand fiber from CNS IDF building into new warehouse data center. Splice 4 strands from CNS building to new fiber going to warehouse. Terminate fiber and test.

Total Bid	**$17,163.00**

Docusign Envelope ID: 94CDCF31-4B62-44AD-BB9C-E5F1365D4F53

GOLDEN STATE ELECTRIC, INC.
Electrical Contractor
CA Lic. #583566
DIR#1000007979

947 Piner Pl. * Santa Rosa, CA 95403 * *Tel. (707) 575-4111* FAX *(707) 575-4112*

Exclusions Any and All as Listed: Price Quote is Good for 30-Days.

- Permits/fees & bonds;
- Cutting/patching/painting
- Any and all PG&E conduits, splice boxes & transformers
- Conduit, trenching & backfill
- Waterproofing & caulking
- Boring and saw cutting
- Any and all Safety wires
- Third party title 24 commissioning
- Temporary power and lighting
- Hazardous material removal
- PA system wiring
- Up-grades of existing electrical systems
- Tel/Data wiring
- Roof Patching
- Third party testing
- Emergency power system
- HVAC control wiring & conduit.
- Site lighting
- Video camera wiring
- Fire Alarm wiring
- Energy management control wiring & conduit

The prices quoted herein are subject to increase due to supply shortages, governmental tariffs, or labor escalations. Customer agrees that Golden State Electric, Inc. reserves the right to seek additional costs incurred by such occurrences via change order submitted to contractor.

All price quotes are based on standard time and work hours.
Please contact me if you have any questions or require additional information.

Respectfully submitted,

James Carvelho _____ Sign _____ Date

Contract Number:

2

2025 California Uniform Public Construction Cost Accounting Act

Public Contract Code §§ 22000 *et seq.*

(Project Value Less than Current Dollar Value Threshold $75,000 as of January 1, 2025)

PHS Gym: Divider Replacement

TABLE OF CONTENTS

1. Contract for Labor and Materials
2. Performance and Payment Bonds
3. General Conditions
4. Project Forms

Santa Rosa High School District

PHS Gym: Divider Replacement

1. CONTRACT FOR LABOR AND MATERIALS

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials ("Contract") is entered into as of Ocotber 23, 2025, by and between the **Santa Rosa High School District,** a California public school district ("District"), and **B.T. Mancini Co., Inc.** ("Contractor").

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

1. **This Contract is made pursuant to:** [**Select the Applicable Option Below:**]

☑ Public Contract Code section 22032(a): California Uniform Construction Cost Accounting Act Contracts less than the current dollar value threshold for informal bidding under the California Uniform Public Construction Cost Accounting Act procedures pursuant to Public Contract Code section 22032(a) (as of January 1, 2025, Seventy-Five Thousand Dollars ($75,000))

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **PHS Gym: Divider Replacement ("Project")**. The location of the Project is: 1700 Fulton Rd, Santa Rosa, CA 95403 (the "Site").

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

3. **Contract Documents**

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the Request for Quotation, the Project Forms, the required Bonds (if applicable) and the Insurance forms, the General Conditions, the Drawings and Specifications and all of contractor's certificates executed for the Project.

4. **District Representative**

The District Representative is the District's Facilities Representative and/or Construction Manager of the Project.

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

The Architect or Design Professional in charge shall be designated by the District from time to time; references to the "Architect" or similar terms shall be deemed references to the Architect or Design Professional in charge and their respective design consultants, or if there is no Architect or Design Professional for a project, such references shall be deemed references to the District's Representative.

6. **Compensation to Contractor**

a. **Contract Price**. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the price of Seventy-Four Thousand, Six Hundred Forty-Three Dollars and 00/100 ($74,643.00) ("Contract Price").

b. **Progress Payment Retention**. The District determines that Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to the Contract General Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.

c. **Mark-Up for Changed Work**. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of ten percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

7. **Prevailing Wages**

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

8. Project Labor Agreement

This Project IS NOT subject to a Project Labor Agreement. Contractor is responsible for familiarizing itself with the terms of such agreement and executing an agreement to be bound by its terms.

9. Contract Time

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work by July 30, 2026, (280) days after the commencement date of the Work set forth in the Notice to Proceed ("Contract Time"). Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

10. Contractors' License

The required classification(s) of California Contractors' License to complete the Project is B ("Contractor's License"). The Contractor certifies that: (i) it is possesses a valid and in good standing Contractors' License, in the necessary class(es) to complete the Project; (ii) that such license shall be in full force and effect for the duration of the Project; and (iii) that all Subcontractors completing any portion of the Project are properly licensed to complete their respective portions of the Project and will remain so properly licensed in full force and at all times for the duration of the Project. The Contractor certifies to the District that the Contractor is a DIR registered contractor and all listed Subcontractors are DIR registered contractors.

11. Limitation on Damages

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

12. Liquidated Damages

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

a. **Delayed Substantial Completion**. If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of One Thousand Dollars ($1,000).

b. **Delayed Punchlist Completion**. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of Five Hundred Dollars ($500).

c. **Surety Liability**. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

13. Insurance

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

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

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

Policy of Insurance	Minimum Coverage Amount
	Seismic coverage is not required.

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

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

14. **Notices**

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

If to the District:

Santa Rosa High School District
110 Stony Point Rd, Suite 210
Santa Rosa, CA 95401

If to the Contractor:

B.T. Mancini Co., Inc.
305 Mathew Street
Santa Clara, CA 95050

15. Hours and Days of Work at the Site

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

15.2 Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: **Not Applicable**. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

16. Audit

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

17. Compliance with Law

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

18. **Authority to Execute**

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

[Remainder of page intentionally left blank.]

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

Santa Rosa High School District

By: _____

Name: Lisa August

Title: Interim Superintendent

Date _____

B.T. Mancini Co., Inc.

By: _____

Name: _____

Title: _____

Date _____

By: _____

Name: _____

Title: _____

Date _____

Santa Rosa High School District

PHS Gym: Divider Replacement

2. PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

WHEREAS, the Board of Education of the **Santa Rosa High School District (“**District”), at its meeting on 10/22/2025, has awarded to **B.T. Mancini Co., Inc.** (“Principal”), the Contract for performance of the following project (“Project”): **PHS Gym: Divider Replacement.**

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and _____ as Surety, hereby guarantee the Principal’s full, faithful and complete performance of the Contract Document requirements in the penal sum of _____ dollars ($_____) for the payment of which sum will and truly be made; we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal’s failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure, indemnify, defend, and hold harmless the District, its Board, officers, employees, agents, and assigns, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract Documents shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition.

In the event of the District’s termination of the Contract due to the Principal’s breach or default of the Contract Documents, within twenty (20) days after written notice from the District to the Surety of the Principal’s breach or default of the Contract Documents and District’s termination of the Contract, the Surety shall notify District in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense (“Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal’s failure of performance or default or to complete the work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal’s failure of performance under the Contract Documents or default in its performance of obligations thereunder, including, without

limitation, the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any work which increases the Contract Price.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to all of the District's attorney's fees, costs and expenses incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

[Remainder of page intentionally left blank]

In witness whereof, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety on the _____ day of _____, 20__.

To be signed by Principal and Surety and acknowledgment and notarial seal to be attached.

_____
PRINCIPAL

By: _____

TITLE _____

_____
SURETY

By: _____

TITLE _____

The above bond is accepted and approved this _____ day of _____, 20__.

By: _____
Authorized District Signature

PAYMENT BOND

WHEREAS, the **Santa Rosa High School District** ("District") and the Contractor, **B.T. Mancini Co., Inc.** ("Principal"), have entered into a contract ("Contract") for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the work associated with the **PHS Gym: Divider Replacement** ("Project"), which Contract dated October 23, 2025, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, the Contract is a public works contract involving an expenditure in excess of twenty-five thousand dollars ($25,000.00), pursuant to California Civil Code section 9550 *et seq.*; and

WHEREAS, Contractor/Principal is required by California Civil Code section 9550 *et seq*. to furnish a bond in connection with the Contract.

NOW, THEREFORE, we, the Contractor/Principal and _____ as Surety, are held firmly bound unto District in the penal sum of _____ Dollars ($_____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a Subcontractor, shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550, *et seq.*

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

In witness whereof, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20__.

To be signed by Principal and Surety and acknowledgment and notarial seal to be attached.

_____
PRINCIPAL

By:
_____

_____
Title

_____
SURETY

By:
_____

_____
Title

The above bond is accepted and approved this _____ day of _____, 20__.

By:_____
Authorized District Signature

Santa Rosa High School District

PHS Gym: Divider Replacement

3. GENERAL CONDITIONS

GENERAL CONDITIONS

1. **Labor and Materials**. The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.

2. **Submittals**. The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.

3. **Construction Schedule**. If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.

4. **Changes**.
   4.1 **Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. Changes approved by the District shall be reduced to Change Order in the form established by the District.
   4.2 Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including, without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form

or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education ("Board") approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

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

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

such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code section 3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

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

6. Labor.

6.1 Prevailing Wage Rates. The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.

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

6.3 DIR Registration.

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

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

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

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

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

6.4 Certified Payroll Records.

6.4.1 Compliance With Labor Code §§ 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of electronic Certified Payroll Records ("CPR") directly to the DIR no less than every 30 days while Work is being performed and within 30 days after the final day of work performed on the Project for any journeyman, apprentice, worker or other employee that was employed in connection with the Work, or within ten (10) days of any request by the Direct or the DIR to the requesting entity; and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

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

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

6.6 Competency and Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons

performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

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

7. Subcontractors. The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers' Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

8. Project Certification. If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.

9. Payment of the Contract Price. The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.

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

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

12. **Delays and Time Extensions.**
    - **12.1 Excusable Delays.** If completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by District. Excusable Delays shall not result in any increase in the Contract Price. "Excusable Delays" refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.
    - **12.2** The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions

which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

12.3 A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.

12.4 No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.

12.5 The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of District of the right to collect liquidated damages for other delays or of any other rights to which District is entitled.

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

14. Warranty. The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract

Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

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

16. Miscellaneous.

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

16.2 **Disputes**.

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

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

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

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

16.2.2.3 **District Claim Review Statement**. Within forty-five (45) days (or such other time mutually agreed to by the District and the Contractor) after

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

16.2.3 **Meet and Confer**.

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

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

16.3 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.

16.3.1 *Contractor Continuation of Services.* Except in the event of the District's failure to make an undisputed payment of the fees owed to the Contractor, notwithstanding any disputes between District and the Contractor

hereunder, the Contractor shall continue to provide and perform Services pending a subsequent resolution of such disputes.

16.3.2 *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.

16.3.3 *Government Claim Requirements.* The Contractor 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 Contractor's right to bring a civil action against the District

16.3.4 *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.

16.3.5 *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.

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

16.3.7 **Subcontractor Claims**.

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

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

16.3.7.3 **District Review of Subcontractor Claim**. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the

Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.3.7.4 **Disputed Subcontractor Claims**. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures.

16.3.8 **Contractor Compliance with Government Code**. Pursuant to Government Code Section 930.6, any and all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District for money or damages, shall be deemed a "suit for money or damages" and shall be subject to the provisions of Government Code Sections 945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in this Article herein, all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District seeking money or damages in any sum shall first be presented to the District's Board of Education and acted upon or deemed rejected as a condition precedent to suit in accordance with California Government Code section 900 *et seq*.

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

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

16.6 **Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.

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

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

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

16.10 **Days**. Unless otherwise stated in the Contract Documents, all references to "days" shall be deemed references to calendar days.

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

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

[END OF GENERAL CONDITIONS]

Santa Rosa High School District

PHS Gym: Divider Replacement

4. PROJECT FORMS

GUARANTEE

Project: PHS Gym: Divider Replacement

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

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

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

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

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

[Remainder of page intentionally left blank]

Contractor

B.T. Mancini Co., Inc.
(Contractor Name)

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

_____
(Printed Name and Title)

_____
(Date)

WORKERS' COMPENSATION CERTIFICATE

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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.
>
> (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 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 and will require all Subcontractors to do the same.

B.T. Mancini Co., Inc.
Contractor

By: _____

In accordance with Labor Code section 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

DIR REGISTRATION VERIFICATION

PROJECT: **PHS Gym: Divider Replacement**,

I am the _____ of B.T. Mancini Co., Inc. ("Contractor")
(Title/Position) (Contractor Name)

submitting the accompanying Project Forms for the Work described as **PHS Gym: Divider Replacement**,

1. The Contractor is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Contractor's DIR Registration Number is: 1000002989. The expiration date of the Contractor's DIR Registration is June 30, 2028.

3. If the Contractor is awarded the Contract for the Work and the expiration date of the Contractor's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Contractor completing all obligations under the Contract for the Work, the Contractor will take all measures necessary to renew the Contractor's DIR Registration so that there is no lapse in the Contractor's DIR Registration while performing Work under the Contract.

4. The Contractor, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Contractor has independently verified that each Subcontractor identified in the Designated Subcontractors List submitted with the Project proposal of the Contractor is currently a DIR registered contractor.

6. The Contractor has provided the DIR Registration Number for each subcontractor identified in the Contractor's Designated Subcontractors List.

7. The Contractor's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Contractor's Project proposal is subject to rejection for non-responsiveness.

[Remainder of page intentionally left blank]

I have personal firsthand knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ____ day of October, 2025 at _____, CA.
(City and State)

_____
(Signature)

_____
(Name, typed or printed)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of B.T. Mancini Co., Inc.
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code § 8350 *et seq.*, the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
    b. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.
    c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code § 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§ 8350 *et seq.*
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code § 8350 *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

[Remainder of page intentionally left blank]

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this _____ day of October, 2025 at _____, CA.
(City and State)

By: _____

_____
(Typed or Printed Name)

Title: _____

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the submission for **PHS Gym: Divider Replacement** ("Project"), and submitted it to the **Santa Rosa High School District** on behalf of **B.T. Mancini Co., Inc.** ("Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state Environmental Protection Agency ("EPA") or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the EPA.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

The Asbestos Removal Contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The Asbestos Consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this _____ day of October, 2025.

_____

Name of Contractor (Print or Type)

By: _____
Signature

Name: _____

Title: _____

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

One of the boxes below **must** be checked, and an executed copy of this form must be provided to the District:

☐ Contractor'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 Contractor's services under this Agreement.

☐ Contractor'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 Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor'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 contractors of the Contractor, 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."

☑ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor'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 Contractor's on-site employees of Contractor by an employee of Contractor, _____, 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). Contractor shall verify and continue to verify that the employees of Contractor 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 CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor 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 Contractor.

CONTRACTOR

By: B.T. Mancini Co., Inc.

Name: _____

Title: _____

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.

DISTRICT

By: _____

Name: Lisa August

Title: Interim Superintendent

Date _____

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. Notice of Hazardous Waste or Materials

a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, the District shall investigate the identified conditions.

d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its Project proposal, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

(1) The protection of the public health, welfare and environment;

(2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;

(3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and

(4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:

1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

Pursuant to, without limitation, 20 U.S.C. section 6083, California Labor Code sections 6400 et seq., Health & Safety Code sections 104350 et seq., California Business and Professions Code section 25608, California Education Code section 48900, and District Board Policies, all District sites, including the Project site, are tobacco-free and alcohol-free environments. Smoking, the use of tobacco products, and the possession, consumption, or distribution of alcoholic beverages by any person are strictly prohibited on or in District property. District property includes, but is not limited to, school buildings, school grounds, District-owned or leased vehicles, and any vehicles owned by others while on District property.

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE:_____ B.T. Mancini Co., Inc.
Contractor

By:_____
Signature

LEAD-BASED MATERIALS CERTIFICATION

PROJECT: PHS Gym: Divider Replacement between Santa Rosa High School District ("District") and B.T. Mancini Co., Inc. ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

1) Contractor's work may disturb lead-containing building materials.

2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead

contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

f. Lead contamination/emergency cleanup;

g. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

h. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. <u>Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act</u>

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all

applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

Contractor shall comply with all applicable laws, rules, and regulations governing work with, and disposal, of lead. If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: B.T. Mancini Co., Inc.

Signature: _____
Print Name: _____
Title: _____

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATE

PROJECT PHS Gym: Divider Replacement between Santa Rosa High School District ("District") and B.T. Mancini Co., Inc. ("Contractor") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: B.T. Mancini Co., Inc.

Signature: _____

Print Name: _____

Title: _____

B.T. MANCINI CO., INC.

(408)942-7900
(408)945-1360
btmancini.com
305 Mathew Street
Santa Clara, CA 95050

DIR #1000002989
CA Contractors Lic. #229210
NV Contractors Lic. #0010497

TO	**VPCS**	**DATE**	**10/1/25**
ATTN	Felicia Silveira	NAME OF JOB	Piner High School
PHONE		LOCATION	Santa Rosa, CA
EMAIL		PLANS BY	NA
		DATE OF PLANS	NA

We propose to: Furnish ☐ furnish and install ☒ install only ☐ the following for the above project in accordance with the following terms and conditions and those appearing on the reverse side of this sheet.

Drawings: No Plans Provided. Per Site Visit on 9/19/25.
Specifications: No Specification Provided.

Materials:

a) One (1): **Porter Series 2084 Divider Curtain:**
   i) One (1): approx. 102’-0”w x 22’-0”h
   ii) End conditions: Wall guided
   iii) Stored position height: Approx. 14” (excluding attachment)
   iv) Top ½” of curtain: Manufacturer’s standard Fleximesh (Color selected from manufacturer’s standard colors)
   v) Bottom ½” of curtain: Manufacturer’s standard 19 oz. vinyl coated fabric (Color selected from manufacturer’s standard colors)
   vi) Includes motorized operation with key switch controller and standard safety strap
   vii) Operation speed: Approx. 26’ per minute

Inclusions:

1) Demolition and disposal of existing operable partition track and panels, and construction around existing track.
2) Standard design and construction of the Porter Divider Curtain Systems.
3) Shop drawings and required submittals.
4) Stocking of B.T. Mancini Co., Inc. furnished materials.
5) Installation based on Single (1) phase installation.
6) Product warranty: Manufacturer’s standard Five (5) year limited warranty
7) Cost for Payment and Performance Bond

CONTINUED ON PAGE 3

QUOTATION ACCEPTANCE:

This quotation, unless otherwise noted, will remain in effect for 30 days from the above date. Upon acceptance by the Buyer and credit approval by the B.T. Mancini Co., Inc. this instrument shall constitute a binding contract. In the event the Buyer elects to issue his own purchase order or contract based on this quotation, the conditions contained herein shall be deemed to be incorporated in said purchase order or contract. This proposal expressly limits acceptance to the terms of The General Conditions of Sale contained herein. No terms additional or different from the General Conditions will be accepted, including, but not limited to, any terms which establish a "condition precedent" to the Buyer making payment to the Seller other than any "condition precedent" already contained in this proposal.

The undersigned hereby accepts this proposal and states that he has read the General Conditions of Sale on page two.

Accepted	**B.T. Mancini Co., Inc.** *Jared Fleming*
By	**By** Jared Fleming
Date	**Date** 10/1/25

GENERAL CONDITIONS TO AGREEMENT

1. **Definitions** – The word "Seller" as used herein means B.T. Mancini Co., Inc. and the word "Buyer" means the purchaser of material and services ("Work") hereunder from the Seller for the specific project referenced herein.
2. **Incorporation** – Buyer agrees that these General Conditions are a material part of the agreement between Buyer and Seller for the Work ("Agreement"), will be and hereby are incorporated into any further expression of that Agreement, and when in conflict with any other written terms and conditions governing Seller's performance of the Work, shall take precedence thereover.
3. **Prompt Performance** – Seller shall make reasonable efforts to perform the Work promptly in accordance with the terms of this Agreement, but shall not be liable for delay or schedule impacts arising from strikes, lockouts, fire, earthquake, war, governmental acts, Acts of God, or other events beyond Seller's reasonable control, whether affecting the production, loading, transportation, delivery, or installation of the Work.
4. **Warranty** – Seller warrants that the Work will be of good quality and new unless the Agreement requires or permits otherwise. For one (1) year from the date of substantial completion of the Work, Seller will at its sole discretion repair or replace any non-conforming Work under this warranty. Seller's warranty excludes remedy for damage or defect caused by abuse, alterations not executed by Seller, improper or insufficient maintenance, improper operation, normal wear and tear, and normal usage. Seller makes no other warranty, express or implied, regarding the Work, including the suitablility thereof for any specific project. After substantial completion, Buyer's rights under this warranty are its sole and exclusive remedy against Seller for non-confirming Work.
5. **Delay** – In the event the Work is stopped or delayed for any cause beyond the reasonable control and not the fault of Seller, then Seller shall in addition to any remedies otherwise available, be entitled to an equitable adjustment to both the time and cost of performing the Work, and may, if such stoppage or delay continues for thirty (30) days, terminate this Agreement and be paid for all Work performed. Stoppage or delay shall be presumed not to be the fault of Seller unless proved otherwise.
6. **Indemnification** – To the fullest extent of Seller's own negligence, Seller agrees to indemnify Buyer against damages arising out of Seller's performance of the Work and resulting in bodily injury or property damage other than to the Work itself.
7. **Dispute Resolution** – In any legal proceeding related to this Agreement, and in addition to any costs otherwise recoverable, the prevailing party shall be entitled to its reasonable attorneys', experts', and consulting fees. Venue for any dispute shall lie in the county where the Work is to be performed or in Santa Clara County. This Agreement shall be governed by California law without regard to its choice of law provisions.
8. **Claims** – Claims by Buyer for shortages or for improper, defective or damaged material must be made in writing specifying in detail the nature and extent of the shortage, defect or damage within five (5) days of delivery, and accompanied by the original freight bill with a notation on the face thereof by local agent of the carrier as to the items and quantity short or damaged. Risk of damage shall be on Buyer when materials are delivered to a common carrier F.O.B. shipping point. Title to material shall remain with Seller until payment in full is made by Buyer.
9. **Limitation on Claims** – Any claim by Buyer, whether for breach of contract, tort, property damage, or personal injury must be made in writing within one (1) year of substantial completion of the Work, or such claim shall be deemed forever waived. Buyer and Seller hereby waive any claim against each other for consequential, special, exemplary, or other indirect damages.
10. **Protection and Security** – Buyer shall take reasonable steps to protect the Work installed and/or stored at the job site from damage, vandalism and theft, and shall provide, as appropriate, security guards and secure storage areas. Once accepted, damaged or stolen materials shall be Buyer's responsibility.
11. **Assignment** – Buyer shall not assign its rights or obligations under this Agreement, in whole or in part, without Seller's written consent.
12. **Bankruptcy** – In the event Buyer is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver over a substantial part of the Buyer's property, Seller shall have the right to terminate the Agreement, and in addition to any other remedies, collect for all Work performed.
13. **Payment** – Buyer shall pay Seller according to the following schedule for the Work:
    (a) For materials delivered, the cost of those materials to Buyer shall be paid by the 10th day of the month following delivery.
    (b) For installation, not less than 90% of the cost to Buyer performed in any month shall be paid by the 10th day of the following month.
    (c) Retention shall be paid within thirty (30) days of the completion and acceptance of Seller's Work. The benefit of any reduction of the retention under any agreement between Buyer and its customer (for example, from 10% to 5%), will be passed proportionally on to Seller.
    (d) Buyer shall not make any payment to Seller in the form of a joint check, or any other type of payment other than payment solely in the name of Seller, unless agreed to by the Seller in writing. Buyer's payment shall constitute acceptance of the Work. Any sums not paid when due shall bear interest at the rate of 1 1/2 % per month, annual percent rate 18%, until paid, provided that if such rate of late charge is not permitted by law, the highest legal rate shall be charged. In the event payment is not made as provided herein, Seller shall have the right to withhold further Work until paid, or upon five (5) days' written notice to Buyer, to terminate this Agreement and seek damages.
14. **Job Conditions** – Unless otherwise stated herein, the working surfaces and job conditions shall be ready to receive Seller's Work upon issuance of Buyer's notice to proceed. Seller is entitled to rely on Buyer's notice as representation that Buyer has carefully inspected and approved the work performed by others that it is to receive, align, abut, adjoin, accept, or similarly relate to Seller's Work.
15. **Penalties and Backcharges** – No backcharges, penalties, liquidated damages or other deductions against the price set forth herein may be withheld from Seller unless (1) Buyer notifies Seller in writing of the basis for such charge no later than thirty (30) days after the cause for such charge is established; (2) Buyer is first provided sufficient opportunity to cure or correct any claimed defect or default in its Work; and (3) in no event will Seller be charged after payment would otherwise be due Seller per paragraph 13 hereof. Buyer's failure to strictly comply with these conditions shall constitute a waiver by Buyer of any such charge against Seller.
16. **Extra Work** – Prior to making any change in the Work, including the time for storage, delivery, or installation thereof, Buyer will provide Seller with a written change order. Unless expressly agreed otherwise, Seller will be paid for any change in the Work on the basis of its actual costs, including taxes and insurance, plus 15% overhead and 10% profit thereon. Seller is not obligated to perform any changes to the Work until it receives a written change order or written directive from the Seller agreeing to the price for and/or any time extension required by the change.
17. **Bonds** – Unless specifically included, the cost of any required surety bonds shall be paid for by Buyer.
18. **Escalation** – Seller's price is based on completion of the Work in accordance with the project schedule provided to Seller prior to this Agreement or as otherwise described herein. In the event commencement of the project or the Work is delayed through no fault of the Seller, prices for the Work shall be equitably adjusted by any actual cost increases incurred by and not reasonably avaoidable by Seller.
19. **Contract and Credit Acceptance** – All agreements are subject to approval by Seller's authorized employee(s). Acceptance of this Agreement by Seller and continued performance of Work shall at all times be subject to Buyer's creditworthiness, and Seller reserves the right to require full or partial payment in advance if Buyer's financial condition creates a reasonable concern that Buyer can not meet its financial obligations to Seller.
20. **Material Approval** – Samples or other submittals furnished by Seller, when reviewed without any noted objection or exception by Buyer, Buyer's customer, or any agent, architect, or engineer thereof, shall be deemed the correct interpretation of the Work to be furnished.
21. **Inspection and Acceptance** – Upon completion, Buyer shall promptly inspect Seller's Work and notify Seller in writing of the basis for any rejection, default, or deficiency. Buyer's failure to timely inspect or reject Seller's Work within ten (10) days after completion of Seller's Work, shall constitute Buyer's complete and final acceptance of the Work.
22. **Labor Rates and Working Conditions** – Seller's price is based on working full-time and continuously without interruption on normal work days at straight time hourly rates prevailing in the area where the Work is to be performed. If Buyer requests overtime, off-hours Work, or multiple mobilizations, the price shall be equitably adjusted to cover Seller's additional costs, including any increase in wages, taxes, insurance, set-up, or travel costs, plus overhead at 15% and profit at 10% thereon.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA 95827 OR 222.cslb.ca.gov.

Exclusions:

1) **Finishing work is by others.**
2) **Operable partition (motorized/manual)**
3) **Seismic bracing**
4) **Engineering calculations**
5) **Engineering design/review of structural support is by others.**
6) ***All Electrical work is by others. This includes, but not limited to, installation of any conduit, wiring connections, wall switch installation, penetrations, etc.***
7) All welding is excluded.
8) **Access panels/doors are by others.**
9) Temporary electrical power is by others. Coordination is required.
10) Trapeze assemblies or other strut assemblies to avoid MEP or other obstructions.
11) **Design-Build Insurance.**
12) **Framing, backing, caulking, sealants, mineral wool, acoustical barriers, ceiling/soffit, and drywall work.**
13) Asbestos abatement, if required, is by others.
14) All fire-proofing and fire-proofing replacement is by others.
15) All Alcove walls, Inset pass doors and Pocket Doors are excluded, unless noted above.
16) **Any demolition or removal of existing construction materials not noted above.**
17) Permits and bonds, unless noted above.
18) OCIP/CCIP Insurance.
19) BIM/Revit modeling and coordination.
20) Discounts for early payment.
21) Restrictions to standard normal working hours.
22) Excludes SLBE/Local/First Source Hiring, LBE, DVBE, WBE, SBE, and MBE (Certified Installers required for Manufacturer's Warranty).
23) Accessories not mentioned above are excluded.
24) Finishes not noted above are excluded.
25) Clean-Up Crew participation
26) Any field painting and/or field applied finishes are by others
27) Custom hardware
28) Hand carrying materials upstairs
29) Any fees, subscription charges, or administration labor associated with third-party prequalification safety and financial platforms or programs. All costs will be the responsibility of the General Contractor and or Owner, along with any delays or other cost impacts arising from program onboarding.

Erection Notes:

1) Erection estimate is based on a normal eight (8) hour day Monday through Friday and upon erection of the entire project by the B.T. Mancini construction forces on a continuous operation. All work to occur during regular business hours. **No Overtime.**
2) **Complete ground floor rolling access must be available for stocking of B.T. Mancini Co., Inc. furnished materials. Stocking access required to the 1st floor.**
   a) **Stocking access must be provided by others.**
   b) **A paved, clear, flat area with no obstructions must be provided for our equipment.**
   c) **Stocking access required to be provided by others and agreed upon by all parties.**
   d) **B.T. Mancini will not hand carry materials up/down stairs. COORDINATION IS REQUIRED.**
3) The General Contractor is to provide an area for safe storage of materials and equipment onsite, and in close proximity to the final work area.

Lead Times:

1) **Shop Drawings:** Approximately **10-12 weeks** after receipt of "Notice to Proceed."
2) **Divider Curtain:** Approximately **10-12 weeks** after receipt of approved shop drawings, field verified opening dimensions, finish selections (Plus transit time). Lead times can vary (+/-) based on production loads at time of order release.
3) Due to current material market volatility, we reserve the right to re-price material(s) to reflect current conditions. In the event the project timelines/schedule are delayed or modified, additional material costs will be incurred. B.T. Mancini will not be responsible for associated costs. Escalation costs will be added to the contract value via change order.

Qualifications:

1) **Indemnification:**
   a) B.T. Mancini Co., Inc. shall defend, indemnify, and hold harmless the Contractor and Owner from any damages only to the extent such damages were caused by any negligent act or omission of the B.T. Mancini Co., Inc. B.T. Mancini Co., Inc. will not defend, indemnify, or hold harmless any other person or entity. This provision supersedes any other indemnity provision.
2) **Insurance:**
   a) BTM will name the Contractor and the Owner as additionally insured. However, all other agents not contracted by BTM such as the Architect/Engineer and other Consultants are excluded and will not be named as additionally insured. Coverage outlined will only be provided on forms CG 20 10 04/13 and CG 20 37 04/13, all other forms are excluded.

3) **Epidemic Rider:**
   a) If as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19 (individually or collectively, "Epidemic"), B.T. Mancini Company's work is delayed, disrupted, suspended, or otherwise impacted, including, but limited to, by (1) disruptions to material and/or equipment supply; (2) illness of B.T. Mancini Company's workforce and/or unavailability of labor; (3) government quarantines, shelter-in-place orders; closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restrictions and/or directives; and/or (5) fulfillment of B.T. Mancini Company's contractual or legal health and safety obligations associated with an Epidemic; then B.T. Mancini Company, Inc. shall be entitled to an equitable adjustment to the Subcontract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of this Subcontract, or other costs of performance of the Subcontract, B.T. Mancini Company, Inc. shall be entitled to an equitable adjustment to the Subcontract price for such increases, provided B.T. Mancini Company, Inc. presents documentation of such increases (including the original prices and/or estimates) and evidence of B.T. Mancini Company's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.
4) **Tariffs:**
   a) Our proposal includes material pricing based on current market conditions. In the event there is a material increase or surcharge, BT Mancini Co., Inc. will be entitled to a price adjustment or a change order to recover costs incurred by our manufacturers for raw materials, commodity shortages or price disruptions which are caused by changes in duties and/or imposed tariffs.
5) **Waiver of Subrogation:**
   a) This proposal is based on provisions in the contract documents requiring Waiver of Subrogation will not apply to any claims covered under workers' compensation insurance. Each party reserves its right to subrogation for workers' compensation claims to the fullest extent permitted by law.
6) **Third Party Safety and Financial Platforms:**
   a) This proposal excludes any fees, subscription charges, or administration labor associated with third-party prequalification safety and financial platforms or programs. All costs will be the responsibility of the General Contractor and or Owner, along with any delays or other cost impacts arising from program onboarding.
7) **Engineering:**
   a) Please note: B.T. MANCINI CO., INC. IS NOT PROVIDING DESIGN/BUILD SERVICES FOR THIS PROJECT. Engineering calculations are excluded from this proposal. All attachment methods and support are only suggestions and must be verified by Engineer of Record.
8) **Demolition:**
   a) **This proposal includes demolition and disposal of the existing operable partition track and panels, as well as the construction surrounding the track. All other demolition, site preparation and finish work. All work is required to be completed by others. Coordination required.**
9) **Attachment:**
   a) This proposal is based on attachment to the existing steel beam (existing steel beam is required to be reviewed by others, if required), based on manufacturer's standard attachment to steel support. Pricing **EXCLUDES** engineering calculations to review the attachment method. **Structural Engineer of Record required to review the structural support and attachment detail.** If attachment method differs from what is described, pricing will adjust accordingly.

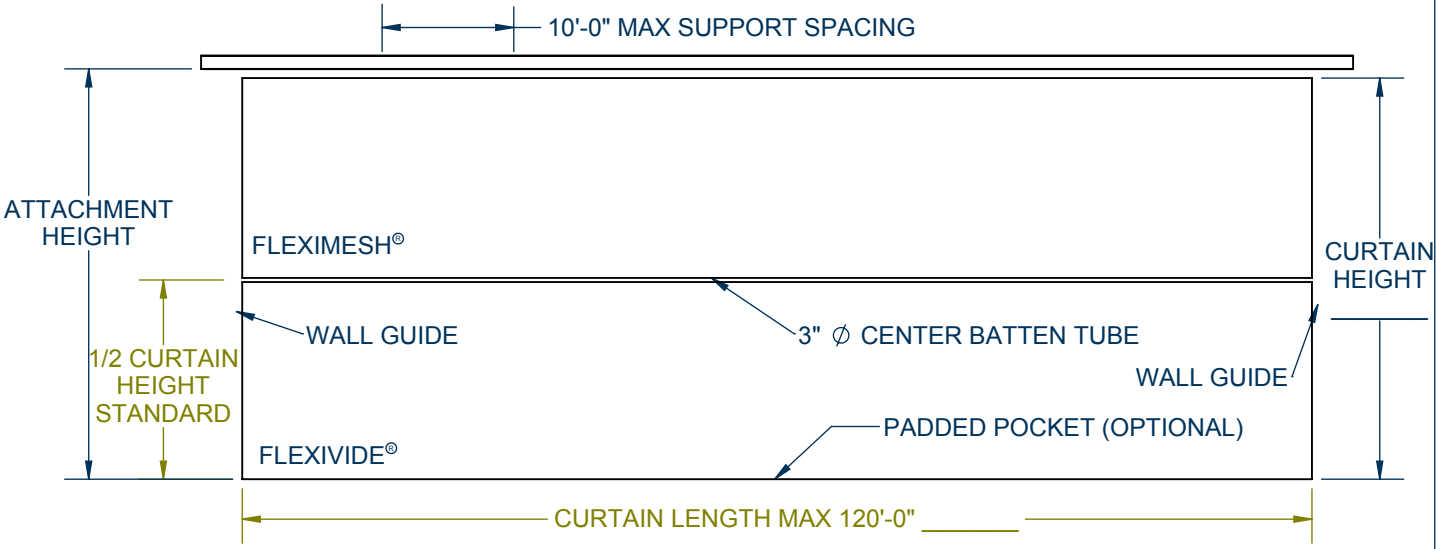
Quote:

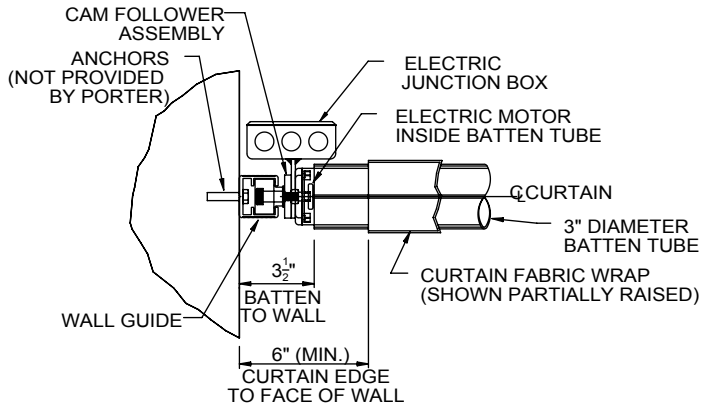
1) This proposal is good for 30 days from the date of this proposal. This quote and the price contained herein are specifically condition within this time period.
2) If background checks, drug tests, training, orientation, badging, and/or other qualifications are required for us to perform work, other than those administered by B.T. Mancini internally, additional costs will apply.
3) This proposal shall be attached to and become part of the contract. In the event of any inconsistency between such contract and this proposal, the terms of the proposal shall prevail.

Total Base Bid (Including tax): ---------- **$_74,643.00____**

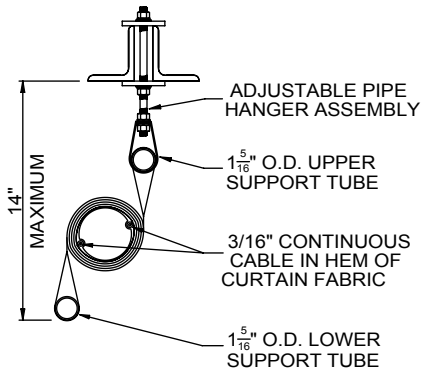
92084000 - CENTER-ROLL GYMNASIUM DIVIDER CURTAIN

CENTER-ROLL WALL GUIDED DOUBLE MOTOR GYMNASIUM DIVIDER CURTAIN
MAXIMUM 120'-0" LENGTH OR 3000 SQ. FT.

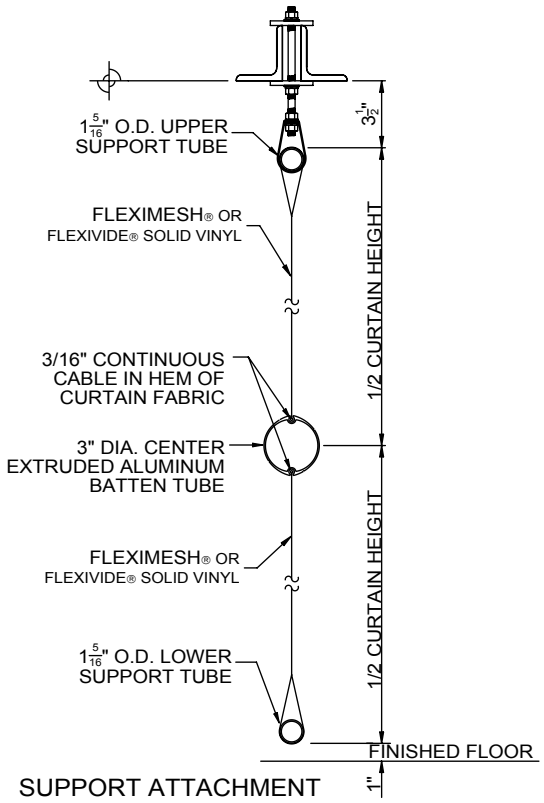




WALL ATTACHMENT



DIVIDER IN STOPRAGE POSITION



SUPPORT ATTACHMENT

_____ - 9208400 CENTER-ROLL DIVIDER CURTAIN
_____ - CURTAIN HEIGHT
_____ - CURTAIN LENGTH
_____ - FLEXIMESH® SELECTION (SEE SMPL 00048022)
_____ - FLEXIVIDE® SELECTION (SEE SMPL00048021)

1-800-637-3090 PORTER@PORTERATHLETIC.COM

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PROJECT NUMBER _____

PROJECT NAME _____

5/18/2017

92084000 - CENTER-ROLL GYMNASIUM DIVIDER CURTAIN

CENTER-ROLL WALL GUIDED DOUBLE MOTOR GYMNASIUM DIVIDER CURTAIN MAXIMUM 120'-0" LENGTH OR 3000SQ. FT.

SPECIFICATIONS

The 2084 Curtain is available in the following configurations:

- Solid and Mesh
- All Solid
- All Mesh
- Solid and Mesh with Padded Bottom Tube
- All Solid with Padded Bottom Tube
- All Mesh with Padded Bottom Tube

Gym divider curtain shall be center roll-up type compactly storing to a height not to exceed 14" (35.56cm) below structural attachment support without the use of hoist cables or belts.

Lower one-half of curtain shall be of Flexivide® solid vinyl, polyester reinforced 18 oz. vinyl coated fabric (per square yard, containing antibacterial, fungi-resistant and flame-retardant chemicals, meets NFPA-701 large scale, ULC S-109 large and small scale, and State of California test requirements). Upper one-half of curtain shall be of Fleximesh®, designed for air breathing areas in gym dividers, tennis screens or other custom air transfer applications. Fleximesh® material shall be an open polyester type interlocking grid weave coated with polyvinyl chloride with an approximate 45 to 50% open area. Weight of material – 7 oz. per square yard. Flame resistant (meets California Health and Safety Code Section 13115 Large and Small Scale Test, Fed. Std. 191A, CPAI-84, NFPA 701, BIFMA F-1-78, MSHA-155).

Top and bottom of curtain shall be fabricated with a pocket to conceal continuous, 1-5/16" (33.3mm) O.D. tubes extending the full length of the fabric to ensure proper support. Top tube shall be supported from the overhead support structure with threaded rod-type support fitting to provide proper horizontal alignment with floor.

The bottom edge of the upper section and the top edge of the lower section shall be hemmed and contain a 3/16" (4.75mm) diameter cable to fit and hold the curtain sections in a 3" OD (76mm) grooved center drive anodized aluminum batten tube. Upper and lower curtain sections shall roll flat and compact to the overhead storage position by means of dual tubular-type motors (115 volt, 3.8 amp each, single-phase), gear reducer, brake mechanism concealed inside the horizontal batten tube. Motors shall be equipped with up and down, push-button type limit switches and an automatic reset, thermal overload protection. Electrical power to each motor shall be accomplished by means of a self-retracting cable reel system. The torque reaction of the motors shall be contained by an enclosed, wall-mounted, extruded and anodized aluminum guide with a dual Delrin roller cam follower mechanism mounted on each end of the curtain. Wall guides shall extend from the attachment height of the curtain down to the center batten tube.

Curtain raises or lowers at a rate of approximately 26' / minute.

Winch Control Systems:

- Key switch control (provided as standard, unless optional control system is specified)
- Sportsonic® II Radio Control System
- Sportsonic® II Radio Control / Key switch system
- Powr-Touch® 2.5 Key Pad Control System
- Powr-Touch® 5 Touchpad Control System

OPTIONAL SPECIFICATIONS

- Bottom Pad: Bottom support tube shall be encased in a 2-1/8" O.D., closed cell shock absorbing type protective foam rubber padding.
- Line Shaft Safety Lock (No. 10796000): Curtain shall incorporate internal centrifugal force type lock mechanism into the line shaft to automatically lock equipment if lowering speed surpasses expected and safe velocity. two shall be required for curtains with line shafts exiting both sides of winch.

WARRANTY

- 2080 curtains come with a 5 year limited warranty.
- Other components may be covered by their own extended warranty.

ACCESSORIES

- Floor Hockey Curtain Pad (No. 00357012)
- Audible Motion Alarm (No. 12005100)

COLOR OPTIONS

FLEXIVIDE®

- See SMPL00048021

FLEXIMESH®

- See SMPL0048022

LEED® SUBMITTAL INFORMATION

Credit	**Measure**
MRc4-Recycled Content	Post Consumer Average 10.0% Post Industrial 0%
MRc5-Regional Materials	Raw materials originate from multiple sources so origin point cannot be determined. Final Manufacturing/Assembly in Champaign, IL 61822

ISSUED MAY 18, 2017, SUBJECT TO CURRENT MANUFACTURING PROCEDURES AND CHANGES
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PORTER@PORTERATHLETIC.COM

SPECIFICATIONS ON OPPOSITE SIDE.

8OZ FLEXIMESH®

02 Royal Blue

03 Red

04 White

09 Gray

12 Black

8 OUNCE, VINYL-COATED FLEXIMESH® FABRIC

porter®

www.PorterAthletic.com

8OZ MESH

VINYL-COATED FLEXIMESH®

Fabric Specifications
Total Weight: 8oz/yd² *Testing Method: ASTM D3776*
Base Fabric: 11 x 11 x 1000 Denier Polyester
Grab Tensile (lb/in): 225(w) x 225(f) *Testing Method: ASTM D5034*
Tongue Tear (lb): 56(w) x 67(f)
Abrasion: 1,342 Cycles *Testing Method: ASTM D3884*
Cold Crack, ⅛" Mandrel: -34° C *Testing Method: ASTM 2136*

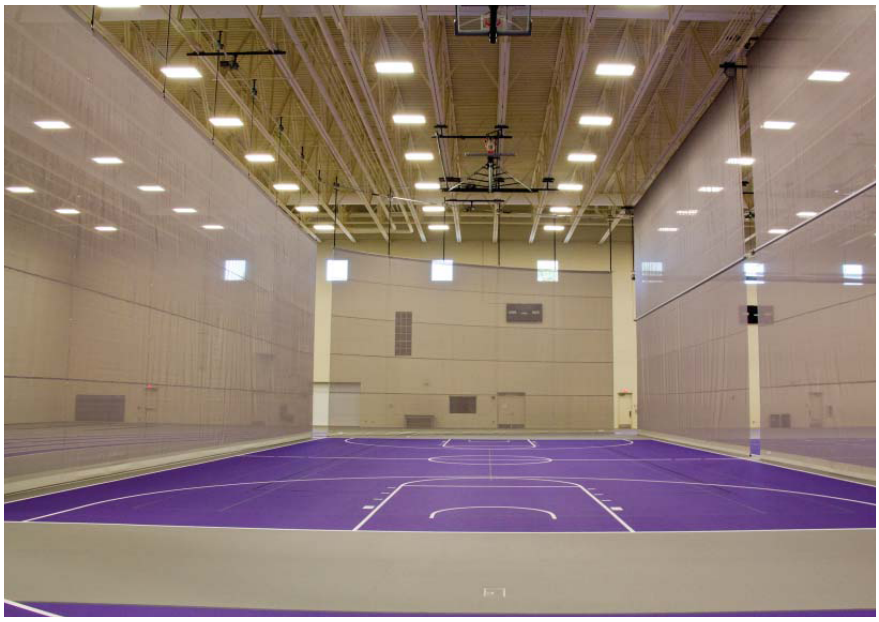
Flame Retardancy
NFPA 701-2010 TM2: Pass
CA Title 19-1237.1: Pass
CPAI - 84 Sect. 6: Pass

Composition
Lead: Pass *Testing Method: GREENGUARD Certified*
Phthalates: Pass *Testing Method: GREENGUARD Certified*

Porter's Fleximesh® is a flexible PVC coated polyester material. Whether your facility requires a mesh top or fully constructed mesh curtain, Fleximesh® creates a breathable barrier with approximately 55% opacity.

Features:

- Tear & Abrasion Resistant
- Mildew Resistant
- UV Resistant



Applications Include:

All Porter Curtains

SPECIFICATIONS ON OPPOSITE SIDE.

19 OZ VINYL

01 Light Blue

02 Royal Blue

03 Red

04 White

05 Orange

06 Yellow

08 Tan

09 Gray

10 Maroon

11 Purple

12 Black

13 Navy Blue

14 Kelly Green

15 Dark Green

19 OUNCE, DOUBLE-COATED LAMINATED VINYL

porter®

www.PorterAthletic.com

19OZ VINYL

DOUBLE-COATED, LAMINATED

Porter uses a heavy-duty 19oz double-coated vinyl fabric on all curtains and portable backstops. The luxurious smooth finish is tear & abrasion resistant. Available in 14 UV resistant stock colors to compliment and coordinate with any school colors.

Features:

- Tear & Abrasion Resistant
- Rot & Fungus Resistant
- Mildew Resistant
- Dimensionally Stable
- Shrink Resistant
- UV Resistant

Fabric Specifications
Total Weight: 19oz/yd² *Testing Method: ASTM D3776*
Base Fabric: 9 x 9 x 1000 Denier Polyester
Grab Tensile (lb/in): **323(w) x 289(f)** *Testing Method: ASTM D751*
Trapezoidal Tear (lb): **81(w) x 71(f)** *Testing Method: ASTM D751*
Adhesion (lb/in): 14(w) x 13(f) *Testing Method: ASTM D751*
Cold Crack, 1/8" Mandrel: -50° C *Testing Method: ASTM 2136*

Flame Retardancy
NFPA 701: **Pass**
ASTM E84: **Class A**
CA Title 19-1237.1: **Pass**
CAL/ULC-S 109-03 LG & SM: **Pass**

Composition
Lead, phtalate, latex, and BPA free
CPSIA compliant California Prop 65 compliant

Applications:

Rigid Backed Indoor Wall Pads
Porter Divider Curtains
Powr Court Portable Volleyball System
Portable Backstops (1835, 1135, 735)
Mat Mover Slings
Floor Covering Material

**reference Porter technical product documents for designated vinyl specifications*

SMPL00048035
(Replaces SMPL00048021)

Contract Number:

3

PROJECT ASSIGNMENT #26

This Project Assignment ("Project Assignment") is entered into as of October 22, 2025 ("Effective Date") by and between SANTA ROSA HIGH SCHOOL DISTRICT ("SRHSD") and SANTA ROSA ELEMENTARY SCHOOL DISTRICT ("SRESD"), collectively the "Districts" ("Districts") and GREYSTONE WEST COMPANY ("Project Manager") pursuant to the Project Management Services Agreement ("Agreement") between the District and Project Manager dated March 29, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. **Project Description.**

Santa Rosa Middle School TK Classroom Building project commencing November 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 November 2025 with an anticipated substantial completion date of August 2026. Contract term is from October 2025 to November 2026.

4. **Project Budget.**

The construction budget is $13,136,399.

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 folllows:

X This Project does not include any Additional Services.

☐ This Project includes Additional Services, the Fee Schedule for which is the same as that Fee Schedule set forth in Exhibit B-1.

☐ This Project includes Additional Services, the Fee Schedule for which is set forth below.

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

Intentionally Left Blank

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

PROJECT MANAGER:

Greytone West Company

By: Damien Lee
Damien Lee (Oct 6, 2025 15:02:53 PDT)
Name: Damien Lee
Title: Chief Financial Officer

DISTRICT:

Santa Rosa High School District & Santa Rosa Elementary School District

By: _____
Name: _____
Title: _____

FEE SCALE

CM Fee Proposal
Santa Rosa MS TK Classrooom Building Project
Construction Budget **$13,136,399**

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	$13,136,399.00	$ 722,501.95
	TOTALS:	**$ 13,136,399**	**$ 722,502**

45.00%	Preconstruction		$ 325,125.88
50.00%	Construction		$ 361,250.97
5.00%	Post Construction		$ 36,125.10
			$ 722,501.95

Billings

2025 October	Preconstruction		$ 325,125.88
November	Construction		$ 36,125.10
December	Construction		$ 36,125.10
2026 January	Construction		$ 36,125.10
February	Construction		$ 36,125.10
March	Construction		$ 36,125.10
April	Construction		$ 36,125.10
May	Construction		$ 36,125.10
June	Construction		$ 36,125.10
July	Construction		$ 36,125.10
August	Construction		$ 36,125.10
September	Post Construction		$ 12,041.70
October	Post Construction		$ 12,041.70
November	Post Construction		$ 12,041.70
			$ 722,501.95

Contingency Reconciliation

5.50%	of Contingency & Allowance Budget	$2,869,339.00	$157,813.65

Reimbursable Expenses

1.50%	of Budget	$13,136,399.00	$197,045.99

TOTAL PROPOSAL COST	**$ 1,077,361.58**

PROJECT ASSIGNMENT 26

Final Audit Report 2025-10-06

Created:	2025-10-06
By:	Theresa Novotny (theresa@greystonewest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHRBFDvhY5H_snXM8JcbRtioNsjEqsMJg

"PROJECT ASSIGNMENT 26" History

Document created by Theresa Novotny (theresa@greystonewest.com)
2025-10-06 - 9:28:17 PM GMT

Document emailed to Damien Lee (damien@greystonewest.com) for signature
2025-10-06 - 9:28:21 PM GMT

Email viewed by Damien Lee (damien@greystonewest.com)
2025-10-06 - 10:00:18 PM GMT

Document e-signed by Damien Lee (damien@greystonewest.com)
Signature Date: 2025-10-06 - 10:02:53 PM GMT - Time Source: server

Agreement completed.
2025-10-06 - 10:02:53 PM GMT

Contract Number:

4

PROJECT ASSIGNMENT #27

This Project Assignment ("Project Assignment") is entered into as of October 22, 2025 ("Effective Date") by and between SANTA ROSA HIGH SCHOOL DISTRICT ("SRHSD") and SANTA ROSA ELEMENTARY SCHOOL DISTRICT ("SRESD"), collectively the "Districts" ("Districts") and GREYSTONE WEST COMPANY ("Project Manager") pursuant to the Project Management Services Agreement ("Agreement") between the District and Project Manager dated March 29, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. **Project Description.**

James Monroe Elementary School TK Classroom Building project commencing January 2026.

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 January 2026 with an anticipated substantial completion date of September 2026. Contract term is from November 2025 to December 2026.

4. **Project Budget.**

The construction budget is $10,711,136.

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 folllows:

X This Project does not include any Additional Services.

☐ This Project includes Additional Services, the Fee Schedule for which is the same as that Fee Schedule set forth in Exhibit B-1.

☐ This Project includes Additional Services, the Fee Schedule for which is set forth below.

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

Intentionally Left Blank

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

PROJECT MANAGER:

Greytone West Company

By: Damien Lee
Damien Lee (Oct 6, 2025 15:00:04 PDT)
Name: Damien Lee
Title: Chief Financial Officer

DISTRICT:

Santa Rosa High School District & Santa Rosa Elementary School District

By: _____
Name: _____
Title: _____

FEE SCALE

CM Fee Proposal
James Monroe ES TK Classrooom Building Project
Construction Budget **$10,711,136**

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	$10,711,136.39	$ 589,112.50
	TOTALS:	**$ 10,711,136**	**$ 589,113**

45.00%	Preconstruction		$ 265,100.63
50.00%	Construction		$ 294,556.25
5.00%	Post Construction		$ 29,455.63
			$ 589,112.50

Billings

2025 October	Preconstruction		$ 132,550.31
November	Preconstruction		$ 132,550.31
December	Construction		$ 32,728.47
2026 January	Construction		$ 32,728.47
February	Construction		$ 32,728.47
March	Construction		$ 32,728.47
April	Construction		$ 32,728.47
May	Construction		$ 32,728.47
June	Construction		$ 32,728.47
July	Construction		$ 32,728.47
August	Construction		$ 32,728.47
September	Post Construction		$ 9,818.54
October	Post Construction		$ 9,818.54
November	Post Construction		$ 9,818.54
			$ 589,112.50

Contingency Reconciliation

5.50%	of Contingency & Allowance Budget	$789,587.82	$43,427.33

Reimbursable Expenses

1.50%	of Budget	$10,711,136.39	$160,667.05

TOTAL PROPOSAL COST	**$ 793,206.88**

PROJECT ASSIGNMENT 27

Final Audit Report 2025-10-06

Created:	2025-10-06
By:	Theresa Novotny (theresa@greystonewest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVEMAzmJ88QjNvcEwkj_mSep9HBHGDEZw

"PROJECT ASSIGNMENT 27" History

Document created by Theresa Novotny (theresa@greystonewest.com)
2025-10-06 - 9:35:43 PM GMT

Document emailed to Damien Lee (damien@greystonewest.com) for signature
2025-10-06 - 9:35:48 PM GMT

Email viewed by Damien Lee (damien@greystonewest.com)
2025-10-06 - 9:56:40 PM GMT

Document e-signed by Damien Lee (damien@greystonewest.com)
Signature Date: 2025-10-06 - 10:00:04 PM GMT - Time Source: server

Agreement completed.
2025-10-06 - 10:00:04 PM GMT

Contract Number:

5

PROJECT ASSIGNMENT #28

This Project Assignment ("Project Assignment") is entered into as of October 22, 2025 ("Effective Date") by and between SANTA ROSA HIGH SCHOOL DISTRICT ("SRHSD") and SANTA ROSA ELEMENTARY SCHOOL DISTRICT ("SRESD"), collectively the "Districts" ("Districts") and GREYSTONE WEST COMPANY ("Project Manager") pursuant to the Project Management Services Agreement ("Agreement") between the District and Project Manager dated March 29, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. **Project Description.**

Piner High School Theater Lighting project commencing January 2026.

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 January 2026 with an anticipated substantial completion date of March 2026. Contract term is from October 2026 to June 2026.

4. **Project Budget.**

The construction budget is $883,560.

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 folllows:

X This Project does not include any Additional Services.

☐ This Project includes Additional Services, the Fee Schedule for which is the same as that Fee Schedule set forth in Exhibit B-1.

☐ This Project includes Additional Services, the Fee Schedule for which is set forth below.

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

Intentionally Left Blank

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

PROJECT MANAGER:

Greytone West Company

By: Damien Lee
Damien Lee (Oct 6, 2025 14:51:07 PDT)
Name: Damien Lee
Title: Chief Financial Officer

DISTRICT:

Santa Rosa High School District & Santa Rosa Elementary School District

By: _____
Name: _____
Title: _____

FEE SCALE			
CM Fee Proposal			
Piner HS Theater Lighting Project			
Construction Budget		**$883,560**	
%	**APPORTIONMENT**	**COST**	**FEE**
5.50%	of Budget	$883,560.00	$ 48,595.80
	TOTALS:	**$ 883,560**	**$ 48,596**
45.00%	Preconstruction		$ 21,868.11
50.00%	Construction		$ 24,297.90
5.00%	Post Construction		$ 2,429.79
			$ 48,595.80
Billings			
2025 October	Preconstruction		$ 7,289.37
November	Preconstruction		$ 7,289.37
December	Preconstruction		$ 7,289.37
2026 January	Construction		$ 8,099.30
February	Construction		$ 8,099.30
March	Construction		$ 8,099.30
April	Post Construction		$ 809.93
May	Post Construction		$ 809.93
June	Post Construction		$ 809.93
			$ 48,595.80
Contingency Reconciliation			
5.50%	of Contingency & Allowance Budget	$332,534.00	$18,289.37
Reimbursable Expenses			
1.50%	of Budget	$883,560.00	$13,253.40
	TOTAL PROPOSAL COST		**$ 80,138.57**

PROJECT ASSIGNMENT 28

Final Audit Report 2025-10-06

Created:	2025-10-06
By:	Theresa Novotny (theresa@greystonewest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArvt53opG5gNQouSzYqnTfvCMg6ZeaEFN

"PROJECT ASSIGNMENT 28" History

Document created by Theresa Novotny (theresa@greystonewest.com)
2025-10-06 - 9:46:12 PM GMT

Document emailed to Damien Lee (damien@greystonewest.com) for signature
2025-10-06 - 9:46:16 PM GMT

Email viewed by Damien Lee (damien@greystonewest.com)
2025-10-06 - 9:48:32 PM GMT

Document e-signed by Damien Lee (damien@greystonewest.com)
Signature Date: 2025-10-06 - 9:51:07 PM GMT - Time Source: server

Agreement completed.
2025-10-06 - 9:51:07 PM GMT

Contract Number:

6

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **October 22, 2025,** for reference purposes only, and is made by and between the **Santa Rosa Elementary School District** ("District") and **Stormwater Specialists, 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 **James Monroe Elementary School TK Classroom Building** (the "Project").

2. Term. This Agreement and the Parties' obligations hereunder shall commence on October 23, 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 **Seventeen Thousand Six Hundred Eighty-Five Dollars ($17,685.00)** . 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

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:	**Stormwater Specialists, Inc.** 8698 Elk Grove Blvd., #224 Elk Grove, CA 95624 Attention: Mary A. Larsen

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: STORMWATER SPECIALISTS, INC.	**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**
By: _____	By: _____
Name: Mary A. Larsen	Name: Lisa August
Title: President	Title: Interim Superintendent
Date: _____	Date: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Consultant: Stormwater Specialists, Inc.

Signature: _____

Print Name: Mary A. Larsen

Title: President

(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: Mary A. Larsen

Title: President

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: Mary A. Larsen

Title: President

Date: _____

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

STORMWATER MONITORING PROPOSAL

Stormwater Specialists, Inc.
8698 Elk Grove Blvd., #224
Elk Grove, CA 95624
Phone #: (916) 230-0370
Mary@stormwaterspecialists.com
President, QSD #024, ToR, QISP, CPSWQ
Storm Water Pollution Prevention Plan (SWPPP), Monitoring & Reporting
Bid No: 25-688

Proposal to:
Santa Rosa City Schools, Dante Feliciano, CM Greystone
621 West Spain Street
Sonoma, CA 95476
Phone #: M) (707) 851-7768
Dante@greystonewest.com
Job Site: SRCS James Monroe ES TK
2567 Marlow Road, Santa Rosa, CA 95403
Date: October 13, 2025

Storm Water Pollution Prevention Plan - Proposal

Storm Water Pollution Prevention Plan & Support:
Provide one (1) electronic copy of Risk Level 2 Storm Water Pollution Prevention Plan (SWPPP) along with Manual for project under the New CGP 2022 Permit. We will work with Legally Responsible Person (LRP) to upload SWPPP and PRDs onto SMARTS. Our Proposal includes preparation of Notice of Intent (NOI) and LRP will certify NOI. LRP or Contractor will pay NOI fee.

Stormwater Budget – October 2025 - August 2026 (approx. 10 months)

- **RL 2 Storm Water Pollution Prevention Plan (SWPPP) for $1,880.00**
- **Weekly, Pre-Rain, Post-Rain Inspections - 37 @ $325/each = $12,025.00***
- **QSD Inspections Per new CGP Permit 2022 - 2 @ $350/each = $750.00**
- **Sampling onsite and upload to SMARTS - 2 @ $350.00 = $750.00**
- **Annual Report due Sept 1st & Completion - 1 @ $800.00 = $800.00**
- **Notice of Termination (NOT) on SMARTS at Completion - $1,480.00**
- **Proposed Stormwater Budget for the sum of $17,685.00**

*** Based on Weather and Rain Events**

☒ **This is a Proposal based on scope of work - PAYMENT TERMS: DUE WITHIN 30 DAYS OF DELIVERY**

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE HEREOF. PLEASE READ THEM CAREFULLY
PRICE VALID ONLY IF THE ACCEPTANCE BELOW IS SIGNED AND RETURNED TO **STORMWATER SPECIALISTS** WITHIN 30 DAYS.
PROPOSAL EXCLUDES: PERMITS, BONDS, DESIGN, LICENSES, FINES, FEES, DESIGN, RETENTION AND/OR ENGINEERING.

SUBMITTED FOR **STORMWATER SPECIALISTS** BY: Mary A. Larsen
Authorized Signature

DATE: October 13, 2025 NAME: Mary A. Larsen TITLE: QSD #024, ToR, President

This proposal, when accepted by you, constitutes the entire contract between all prior representations and/or agreements superseded. Payment due and payable 30 days after work is performed. Accounts subject to a late charge of 1 ½% per month if not paid within 30 days.

(Client Name) (Authorized Signature)

(Date Signed) (Print Name & Title)