Contract Number:

1

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

7/17/2025

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

Re: Proposal for project inspection services
Cesar Chavez Language Academy - Scoreboard

Erik,

I am pleased to submit this proposal for project inspection services for the Cesar Chavez Language Academy Scoreboard project (for the Westside Little League).

Scope of Services

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

Fee

Compensation for project inspection services shall be based on an hourly fee of $140.00/hour.
Estimated Time: 21 hours
Estimated Fee: $2,940.00
General liability insurance will be provided for no additional cost. If other insurance is required, it will be provided at cost.
Billable hours include on-site time (2 hour minimum charge per visit) and time required to write reports, review plans, set up files, process communications, travel to site, file project materials, and attend meetings.

Indemnification

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

Insurance

If required, the inspector shall maintain commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include, but not be limited to, premises and operations liability, independent contractor's liability, and personal injury liability.

Termination of Agreement

This Agreement may be terminated by either party upon two (2) days written notice to the other party. Upon termination, District shall pay Inspector for performance completed prior to termination but shall have no further obligation to Inspector.

Santa Rosa City Schools date

John Stocksdale 7/17/2025

John Stocksdale date
Class 1 Project Inspector #4999

Contract Number:

2

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

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

Experience is the difference

July 21, 2025

Santa Rosa City Schools
c/o Axia Architects
Attention: Drew Weigl
dweigl@axiaarchitects.com

Proposal
Construction Services
Scoreboard at Cesar Chavez Language Academy
2480 Sebastopol Rd.
Santa Rosa, California 95407

Proposal Number:95.019690

As requested, we are pleased to submit this proposal to provide construction services for the scoreboard to be constructed at the Cesar Chavez Language Academy located at 2480 Sebastopol Rd. Santa Rosa, California. The attached Professional Services Agreement presents our recommended scope of services and corresponding fee estimate.

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

Very truly yours,
RGH Consultants

Eric G. Chase
Principal Geotechnical Engineer

REGISTERED PROFESSIONAL ENGINEER
ERIC G. CHASE
No. 2628
GEOTECHNICAL
STATE OF CALIFORNIA

EGC:EGCL:jas:brw
Electronically submitted

https://rghgeo.sharepoint.com/sites/shared/shared documents/work in progress/_pip/_egc/scoreboard at cesar chavez language academy/95.019690 proposal.docx

Attachments: Professional Services Agreement
Schedule of Charges
Manhours Estimate

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

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

July 21, 2025 Proposal No. 95.019690

PROFESSIONAL SERVICES AGREEMENT FOR GEOTECHNICAL SERVICES

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

Project Name: Scoreboard at Cesar Chavez Language Academy

Project Location: 2480 Sebastopol Rd. Santa Rosa, California 95407

Project Description: We understand it is proposed to install a PC-approved scoreboard with the associated site work adjacent to an athletic field at the Cesar Chavez Language Academy.

Scope of Services: Our field engineer will perform the following observations on a part-time to full-time basis, depending on what is required:

- Drilling of the piers;
- Reinforcing steel sampling and testing;
- Anchor rod and bolt sampling and testing;
- Placement of steel in the piers;
- Placement of concrete, including casting and testing cylinders;
- Shop and site welding;
- Electrical trench back fill; and
- Materials testing (Includes concrete compressive strength)

The results of our observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will summarize the results of our work in a final letter, including field and laboratory data.

Fee: RGH proposes to provide the services outlined herein on a time and expense basis in accordance with the attached schedule of charges for a not to exceed fee of $11,775. A detailed breakdown of this fee is attached and will not be exceeded without authorization of the Santa Rosa City Schools. This fee does not include special inspection of high strength grout at the base plates, which is not specifically required by DSA 103-22.

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

Signed _____
Eric G. Chase
Principal Geotechnical Engineer

Signed _____

Printed _____

Date _____

Client: _____

Address: _____

_____

Phone: _____

Email: _____

How would you like to receive invoices? ☐ Mail ☐ Email

Please provide address for invoices (mail/email) _____

Notes/Revisions:

GENERAL CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

2. SCOPE OF SERVICES

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

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

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

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

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

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

3. PAYMENTS TO CONSULTANT

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

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

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

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

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

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

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

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

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

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

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

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

4.4 No Fiduciary Duty. Client agrees that Consultant has been engaged to provide technical professional services only and that Consultant does not owe a fiduciary responsibility to Client or to the project Owner, if different from Client.

5. ESTIMATE OF CONSTRUCTION COSTS

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

6. CONSTRUCTION PHASE SERVICES

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

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

6.1. Construction Observation.

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

6.1.2. Contractor's Performance. Consultant does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Consultant's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Consultant be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications, or the recommendations of Consultant. Consultant shall not be responsible for the acts, errors, or omissions of the Contractor, Owner, Client, other consultants, or any other persons or entities performing work on the project, except those under the direct control of Consultant.

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

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

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

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

7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

8. UNANTICIPATED AND CHANGED CONDITIONS

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

9. HAZARDOUS MATERIALS

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

10. CERTIFICATIONS

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

11. ALLOCATION OF RISK

11.1. Limitation of Remedies. In recognition of the relative risks and benefits of the project to Client and Consultant, the risks are allocated such that Client agrees, to the fullest extent permitted by law, that the total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees, and agents (collectively "Consultant Entities"), to Client arising from Services under this Agreement, including any indemnity obligation, any defense costs and attorney's fees, and any consequential damages which may be due under this Agreement, will not exceed the gross compensation received by Consultant under this Agreement or $50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims, or actions that allege errors or omissions in Consultant Entities Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Client further agrees to require any contractor or subcontractor who may perform work in connection with any design, report, or study by Consultant to include a like indemnity and limitation of remedies clause in favor of Consultant. Client and Consultant agree that this clause was expressly negotiated and agreed upon.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this Agreement, including section 11.1 above, Consultant agrees to indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all third party claims, suits, liabilities, damages, expenses, or losses including reimbursement of reasonable attorney's fees and costs of defense, collectively "Losses" to the extent caused by Consultant's negligent performance of its Services under this Agreement. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of Consultant.

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

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

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

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

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

12. INSURANCE

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

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

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

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

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

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

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

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

13. OWNERSHIP AND USE OF DOCUMENTS

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

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

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

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

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

13.4. Electronic Media CLIENT and CONSULTANT both prefer that CONSULTANT use electronic means to issue to CLIENT CONSULTANT's proposed-final instrument(s) of professional service. CONSULTANT will provide to CLIENT electronic media or access to electronic media in which the instruments of professional service are stored or CONSULTANT will use electronic means, like e-mail, to transmit the instrument(s) of professional service directly. CLIENT and CONSULTANT both realize that data, words, graphical representations, drawings, and other elements of electronically stored or transmitted instruments of professional service may experience unpreventable, random alteration. Accordingly, CLIENT shall have [sixty (60)] calendar days after receiving or gaining access to CONSULTANT's proposed-final instrument(s) of professional service to inspect the material for readability, accuracy, and completeness. CLIENT shall call to CONSULTANT's attention any errors, omissions, or other problems, permitting CONSULTANT to provide prompt adjustments or corrections for CLIENT's additional review. Unless CLIENT requests modifications to the instruments of professional service within 7 days, the instruments of professional service shall become final. CLIENT shall, to the extent permitted by law, waive any and all claims against CONSULTANT that arise from or are related to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. CLIENT shall further indemnify and hold harmless CONSULTANT from and against any and all claims, demands, allegations, causes of action, damages, losses, costs, or other liabilities and expenses (including all attorney's fees and court costs) that arise from or are related to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. CLIENT shall also compensate CONSULTANT for any time CONSULTANT spends or expenses CONSULTANT incurs arising from or relating to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. Such compensation shall be based upon CONSULTANT's prevailing fee schedule and expense-reimbursement policy. (The term "any and all claims" used in this provision means "any and all claims in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

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

14. SAMPLES AND CUTTINGS

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

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

15. ASSIGNMENT AND SUBCONTRACTS

Client and Consultant, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this Agreement. During the term of this Agreement and following its termination for any reason, neither Client nor Consultant shall assign, convey, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any rights, claims, or causes of action alleging breach, loss, or damages arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral, or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties. Any assignment that fails to comply with this paragraph will be void and of no effect.

16. RELATIONSHIP OF THE PARTIES

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

17. SUSPENSION AND DELAYS

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

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

18. TERMINATION

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

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

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

19. DISPUTES

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

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

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

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

20. MISCELLANEOUS

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

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

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

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

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

20.6.* No *Third Party Rights. Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than the Client and Consultant. All duties and responsibilities undertaken in this Agreement are for the sole use and exclusive benefit of Client and Consultant, and not for the use or benefit of any other party.

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

20.8 Precedence. These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's services.

RGH CONSULTANTS
Experience is the difference

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

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

SCHEDULE OF CHARGES
Effective January 1, 2025

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

PERSONNEL

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

EQUIPMENT

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

CONCRETE

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

OTHER

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

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

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

Contract Number:

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GECO
Grassetti Environmental Consulting

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

November 3, 2025

SUBJECT: PROPOSAL TO PREPARE CEQA CATEGORICAL EXEMPTION FOR CESAR CHAVEZ LANGUAGE ACADEMY BALLFIELD SCOREBOARD PROJECT

Dear Mr. Oden;

I would be pleased to prepare the CEQA documentation for the proposed baseball field scoreboard project at the Cesar Chavez Language Academy. The work may qualify for exemption under CEQA Categorical Exemptions, Class 1 which applies, among other uses, minor alterations of existing structures and facilities (assuming no exceptions to the exemption apply).

I propose to complete the following tasks.

- Review project plans and specifications, coordinate with your staff, and review other available information to determine if the Class 1 exemption applies (and there are no exceptions to the exemption).
- Assuming the project qualifies for the exemption, prepare the standard Notice of Exemption form (electronic copy) for the project, for the District's posting at the County Clerk's office. The form will be accompanied by a brief memo summarizing our findings as to why the exemption applies and why the exceptions to the exemption are not triggered.

This task will require approximately 5 hours of consulting time, to be performed on a time-and-materials basis at a rate of $185/hr., plus expenses, with a ceiling of $1000. This ceiling will not be exceeded without your prior authorization. Direct expenses will be billed at cost. Work will be billed monthly and payment is due within thirty days of receipt of invoice. Please contact me at (510) 849-2354 if you have any questions regarding this proposal.

Sincerely;

Richard Grassetti
Principal

7008 Bristol Drive, Berkeley, CA 94705 (510) 849-2354 www.grassettienvironmental.com

Contract Number:

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **November 3, 2025,** for reference purposes only, and is made by and between the **Santa Rosa Elementary School District** ("District") and **Brelje & Race Consultant Engineers** ("Contractor"), (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 Contractor warrants that it is specially trained, licensed, experienced and competent to perform the services required by the District;

WHEREAS, the Contractor 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. Contractor shall furnish to the District the services described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services") related to the LBES Portables (the "Project"). *See proposal attached for LBES Topo & underground utilities surveys.*

2. Term. This Agreement and the Parties' obligations hereunder shall commence on November 13, 2025. Contractor shall diligently perform as required and complete performance *within 60 days*, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Contractor for Services satisfactorily rendered pursuant to this Agreement, the sum of $30,900. Contractor 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 Contractor's performance of these Services, with the exception of "none".

6. Materials. Contractor 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 Contractor or the Contractor employees, agents, representatives or contractors (collectively, "Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent Contractor. Contractor 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. Contractor 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 Contractor's employees. In the performance of the Services herein contemplated, Contractor shall have the sole authority for controlling and directing the performance of the details of the work. Contractor 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 Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor'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 Contractor 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 Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality,

accuracy, completeness, and coordination by Contractor in performing the Services.

8.1.3 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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, Contractor 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, Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. Intellectual Property.

10.1 Contractor 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, Contractor hereby assigns to the District, Contractor'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 Contractor 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 Contractor'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 Contractor shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the District. Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor'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, Contractor hereby designates the District as Contractor's attorney-in-fact and agent, solely and exclusively to act for and on Contractor's behalf to execute and file such documents with the same legal force and effect as if executed by Contractor and for no other purpose.

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

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

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

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

11.4 Contractor 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 Contractor is dissolved or liquidated or takes any corporate action for such purposes;

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

11.7 Contractor 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 Contractor 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 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.

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 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

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 Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor 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 Contractor; or

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

12.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor'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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor 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, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

14. Indemnification. To the furthest extent permitted by California law, Contractor shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, Contractors, 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 Contractor. Contractor shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Contractor'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 Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

15. Insurance.

15.1 Insurance Requirement

Contractor 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 Contractor'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 Contractor'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.

Contractor, 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 Contractor 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 Contractor and shall be deemed included in Contractor's obligations under this Agreement at no additional charge.

16. Assignment. Contractor 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 Contractor 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 Contractor's consent.

17. Compliance with Laws. Contractor 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. Contractor 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. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor 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 Contractor's receipt of a written termination notice from the District. If Contractor knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

18. Certificates/Permits/Licenses/Registration. Contractor and all Contractor'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. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor 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. Contractor, if an employee of another public agency, agrees that Contractor 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 Contractor 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 Contractor agrees to require like compliance by all its subcontractor(s).

22. Fingerprinting of Employees.

The Contractor 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 Contractor 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 Contractor 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 Contractor nor any of Contractor'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 Contractor'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 Contractor 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. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor 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 Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor 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 Contractor and the Contractor's employees and subcontractors and each of their performance.

25.2 Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(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 Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(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 Rd. Suite 210 Santa Rosa, CA 95401
Notice to Contractor:	**Brelje & Race Consulting Engineers** 475 Aviation Blvd., Suite 120 Santa Rosa, CA 95403

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

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. Contractor 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. Contractor 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 Contractor 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. Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors 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 Contractor 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 Contractor acknowledges and agrees that if any state funds are used in connection with this Agreement, the Contractor 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 Contractor 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 Contractor 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 contractor 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 Contractor 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.

CONTRACTOR: Brelje & Race	**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
By: _____	
Name: _____	
Title: _____	
Date: _____	

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation Insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-Insure and to pay any compensation that may become due to his employees.

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

Date: _____ _____

Name of Contractor: _____

Signature: _____ _____

Print Name: _____ _____

Title: _____ _____

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

CONFLICT OF INTEREST STATEMENT

The undersigned Contractor 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, Contractor 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 Contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District in writing.

If the District has reasonable cause to believe that a Contractor 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 Contractor and making such further investigation as appropriate, the District determines that the Contractor has failed to disclose an actual or possible conflict of interest, the contract is subject to immediate termination.

I have read and understand the foregoing, and I certify that:
I __ do / ___ do not have business or financial interests in the **Santa Rosa 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: _____ _____

Title: _____ _____

Date: _____ _____

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

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

☐ 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, subcontractors, agents, and subcontractors' 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 subcontractor(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: _____ By:_____

Name: _____ Name:_____

Title: _____ Title:_____

Date: _____ Date:_____

MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:
As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

DISTRICT

By: _____

Name: _____

Title:_____

Date:_____

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

Brelje & Race
CONSULTING ENGINEERS

EXHIBIT "A"
SCOPE OF SURVEYING SERVICES
LUTHER BURBANK ELEMENTARY SCHOOL TOPOGRAPHIC MAPPING
PREPARED FOR
SANTA ROSA CITY SCHOOLS
PREPARED BY
BRELJE & RACE ENGINEERS
B&R JOB NO. 5200.00
October 24, 2025

SCOPE OF SERVICES

Santa Rosa City Schools is requesting Brelje & Race Consulting Engineers to provide surveying services, which include a site and underground utility survey, for the preparation of a design-level topographic map for the proposed improvement areas located at the Luther Burbank Elementary School campus. The limits of the work are generally depicted on the attached Exhibit B.

Mapping will be prepared at a scale of 1" = 10' with 1-foot contours and will be based upon the City of Santa Rosa Horizontal and Vertical Control Network (NAD83 and NAVD88). Final deliverables will be provided in both PDF and AutoCAD formats for use by the client and design team.

Item 1: Topographic Design Survey

Conduct field surveys, perform supporting office calculations, and draft a topographic map for the proposed improvement areas. The location is limited to the area identified by the red border in the attached Exhibit B. The topographic mapping within the indicated limits will include:

- Building corners
- Grade elevations at exterior doors
- Existing building finished floor elevations where possible
- Existing walkways with paired elevations at 15' o.c. for cross slope determination
- Top of curbs at all angle points, BCR, ECR, and at 25' o.c. maximum
- Grade shots through open paving or other areas at 25' o.c. maximum
- Edge of pavement
- Swales or drainage courses
- Hardscape features
- Fences and gates
- Retaining walls, including TW and BW elevations
- Water valve boxes, irrigation boxes, dry utility structures, etc.
- Visible surface utility features, including invert grades of sewer or storm structures where possible
- Grade at existing tree trunk with a diameter greater than 4" at 4' height, identify species

Item 2: Underground Utility Survey

The location of underground utilities by F3 & Associates Inc., utilizing electromagnetic field induction and ground penetrating radar. The location is limited to the area identified by the blue border in the attached Exhibit B.

- Metallic Utilities – electric, telephone, gas, and water
- Non-metallic utilities with tracer wire
- Sewer and storm drain lines with a minimum 4" cleanout or manhole access will be located by inserting a transmitter.

Fees

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

Item 1. Topographic Design Survey:	**$21,000**
Item 2. Underground Utility Survey:	**$9,900**

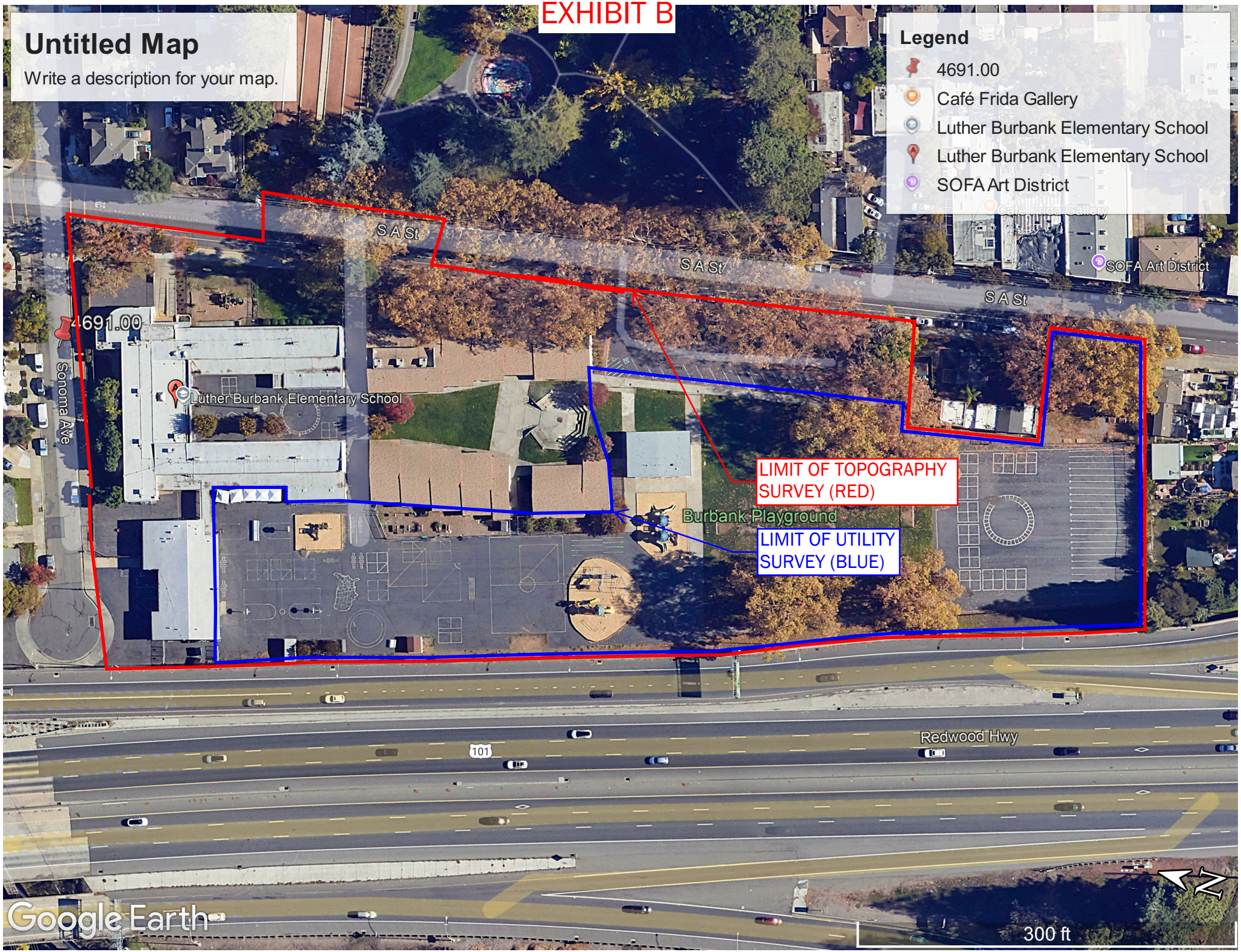
Total Fee: $30,900

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

Assumptions and Limitations

- Survey will not include features (cleanouts, manholes, drop inlets, etc.) that are obscured by vegetation, debris, or otherwise hidden.
- School District to provide any existing record utility plans available.
- F3 & Associates Inc. shall be contracted with Brelje & Race to provide underground utility locating services.
- Depths of utilities will be provided where possible within 10% accuracy.
- **Survey does not include a boundary survey**. Approximate property line and easement locations may be indicated based on record information and physical ground features if the School provides a current title report for the property. This work will be performed for an additional fee.
- The Engineers Services Rate Schedule is adjusted on March 1 of each calendar year. Any work performed after March 1, 2026, would be subject to adjustment based on the current fee schedule.

EXHIBIT B


Untitled Map
Write a description for your map.
Legend
4691.00
Café Frida Gallery
Luther Burbank Elementary School
Luther Burbank Elementary School
SOFA Art District
S A St
S A St
S A St
4691.00
Sonoma Ave
Luther Burbank Elementary School
SOFA Art District
Burbank Playground
LIMIT OF TOPOGRAPHY SURVEY (RED)
LIMIT OF UTILITY SURVEY (BLUE)
Redwood Hwy
101
Google Earth
300 ft