

Contract Number:

1

**2025 California Uniform Public Construction Cost Accounting Act**

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

**(Project Value Equal to or Less than Current Dollar Value Threshold  
\$75,000 as of January 1, 2025)**

**SRCSA Surfacing Replacement**

## **TABLE OF CONTENTS**

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

**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

**SRCSA Surfacing Replacement**

**1. CONTRACT FOR LABOR AND MATERIALS**

## CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of March 26, 2026, by and between the **Santa Rosa Elementary School District**, a California public school district (“District”), and **Ross Recreation Equipment Inc.** (“Contractor”).

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

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

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

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **SRCSA Surfacing Replacement (“Project”)**. The location of the Project is 756 Humboldt St. Santa Rosa, CA 95404 (the “Site”).

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

3. **Contract Documents**

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

4. **District Representative**

The District Representative is the District's project manager of the Project.

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

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

6. **Compensation to Contractor**

- a. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract

Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the price of Seventy Five Thousand Dollars (\$75,000.00) (“Contract Price”). The Contract Price shall include a general contingency allowance of Eight Thousand Seven Hundred Fifty-Nine and five tenths Dollars (\$ 8,759.50) to pay any additional amounts to which the Contractor may be entitled under the Contract Documents (“Allowance”); provided, however, any payment from the Allowance is entirely at the discretion, and only with the advanced written approval, of the District. If the District approves in writing a payment from an Allowance, no change order approved by District’s governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application.

- b. **Progress Payment Retention.** The District determines that Contract Price is subject to payment by the District’s disbursement of Progress Payments pursuant to the Contract General Conditions, Five Percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- c. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Fifteen Percent (15%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

#### 7. **Prevailing Wages**

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

#### 8. **Project Labor Agreement**

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

#### 9. **Contract Time**

The Work shall be commenced on the date stated in the District’s Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work sixty (60) calendar days after the commencement date of the Work set forth in the Notice to Proceed (“Contract Time”). Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

#### 10. **Contractors’ License**

The required classification(s) of California Contractors’ License to complete the Project is A (“Contractor’s License”). The Contractor certifies that: (i) it possesses a valid and in good standing Contractors’ License, in the necessary class(es) to complete the Project; (ii) that such license shall be in full force and effect for the duration of the Project; and (iii) that all Subcontractors completing any portion of the Project are properly licensed to complete their respective portions of the Project and will remain so properly

licensed in full force and at all times for the duration of the Project. The Contractor certifies to the District that the Contractor is a DIR registered contractor and all listed Subcontractors are DIR registered contractors.

**11. Limitation on Damages**

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

**12. Liquidated Damages**

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

- a. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of One Thousand Dollars (\$1,000.00).
- b. **Surety Liability.** Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor’s obligations hereunder, including, without limitation, the Contractor’s Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

**13. Insurance**

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

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

<b>Policy of Insurance</b>	<b>Minimum Coverage Amount</b>
Commercial General Liability Insurance	Per Occurrence: 1,000,000 Aggregate: 2,000,000
Workers’ Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk      N/A to this project	Full insurable value of the Work;

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

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

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

14. **Notices**

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

**If to the District:**

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

**If to the Contractor:**

Attn: Alex Hailey  
 Ross Recreation Equipment Inc.  
 100 Brush Creek Rd, #206  
 Santa Rosa, CA 95404

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

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

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

16. **Audit**

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

17. **Compliance with Law**

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

18. **Authority to Execute**

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**Santa Rosa Elementary School District**

**Ross Recreation Equipment Inc.**

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

By: Heather Hailey

Name: Lisa August Hulme

Name: Heather Hailey

Title: Interim Superintendent

Title: Accounting Manager

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

Date: 3/18/2026

[END OF DOCUMENT]

**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

**SRCSA Surfacing Replacement**

**2. PERFORMANCE AND PAYMENT BONDS**

## PERFORMANCE BOND

WHEREAS, the Board of Education of the **Santa Rosa Elementary School District** (“District”), at its meeting on March 25, 2026, has awarded to **Ross Recreation Equipment Inc.** (“Principal”), the Contract for performance of the following project (“Project”): **SRCSA Surfacing Replacement**.

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

\_\_\_\_\_

PRINCIPAL

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

TITLE \_\_\_\_\_

\_\_\_\_\_

SURETY

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

TITLE \_\_\_\_\_

## PAYMENT BOND

WHEREAS, the **Santa Rosa Elementary School District** (“District”) and the Contractor, **Ross Recreation Equipment Inc.** (“Principal”), have entered into a contract (“Contract”) for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the work associated with the **SRCSA Surfacing Replacement** (“Project”), which Contract dated March 26, 2026, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

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

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

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

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

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

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

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

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

\_\_\_\_\_  
PRINCIPAL

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

**SRCSA Surfacing Replacement**

**3. GENERAL CONDITIONS**

## GENERAL CONDITIONS

- 1. Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
- 2. Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
- 3. Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
- 4. Changes.**

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

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

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

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

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

5. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and all Board policies and procedures pertaining to safety at the Site, including but not limited to such laws, ordinances, rules, regulations, and policies and procedures relating to COVID-19 or any other pandemic or epidemic. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors. **All contractors, including all subcontractors, laborers and any individual performing work on any District project, are required to wear hard hats and safety vests at all times while on any District site or campus without exception.**
  
6. **Labor.**
  - 6.1 **Prevailing Wage Rates.** The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.
  - 6.2 **Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.
  - 6.3 **DIR Registration.**
    - 6.3.1 **Contractor and Subcontractor Compliance.** Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor’s default of a material obligation of the Contractor under the Contract Documents.
    - 6.3.2 **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor’s verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor’s verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- 6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Designated Subcontractors List submitted with the Contractor's proposal for the Work whose DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code section 1771.1(c)(3) and/or Labor Code section 1771.1(d).
- 6.3.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g).** "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."
- 6.3.5 Subcontractor Penalties pursuant to Labor Code § 1771.1 (h)(1).** "In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000)."
- 6.4 Certified Payroll Records.**
- 6.4.1 Compliance With Labor Code §§ 1771.4 and 1776.** A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of electronic Certified Payroll Records ("CPR") directly to the DIR no less than every 30 days while Work is being performed and within 30 days after the final day of work performed on the Project for any journeyman, apprentice, worker or other employee that was employed in connection with the Work, or within ten (10) days of any request by the Direct or the DIR to the requesting entity; and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- 6.4.2 Express Condition Precedent to Payment of Contract Price.** Strict compliance with CPR requirements established pursuant to Labor Code section 1776 is an express condition precedent to the District's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code sections 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- 6.5 Limits on Hours/Days of Work.** The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law, in accordance with Labor Code section 1813.
- 6.6 Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons

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

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

- 10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.
- 11. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Education and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including, without limitation, attorneys' fees and costs, which arise out of or are related in any manner to this Contract or the Work. The Contractor's obligations hereunder include, without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.
- 12. Delays and Time Extensions.**
- 12.1 Excusable Delays.** If completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by District. Excusable Delays shall not result in any increase in the Contract Price. "Excusable Delays" refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.
- 12.2** The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions

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

- 12.3** A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- 12.4** No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- 12.5** The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of District of the right to collect liquidated damages for other delays or of any other rights to which District is entitled.
- 13. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Work.
- 14. Warranty.** The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within Two (2) year, or such other period set forth in the Contract

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

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

**16. Miscellaneous.**

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

**16.2 Disputes.**

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

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

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

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

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

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

**16.2.3 Meet and Confer.**

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

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

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

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

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

- 16.3.2** *Mandatory Mediation.* All claims, disputes and other matters in controversy between the Inspection Firm and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation. The Parties shall jointly select a mediator within thirty (30) days of a request of mediation by a Party, and complete mediation as soon thereafter as practically possible but in no event later than ninety (90) days after the original request for mediation, unless otherwise agreed to by the Parties.
- 16.3.3** *Government Claim Requirements.* The Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District
- 16.3.4** *Arbitration.* In the event that mediation is unsuccessful, to the extent applicable law does not otherwise provide, any dispute, claim or controversy between or among the District and Inspection Firm arising out of or in any way relating to this Agreement shall be determined by confidential, binding arbitration in the county in which the District's administrative offices are located before a neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this Agreement) with respect to any final arbitration award pursuant to this Agreement. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) in the county in which the District's administrative offices is located. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain important rights and protections that otherwise may have been available if a dispute were determined by a judicial action including, without limitation, the extent of available discovery, the right to a jury trial, the recovery of attorney fees and certain rights of appeal.

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

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

- 16.3.5 Attorney's Fees.** To the extent either Party must seek enforcement or interpretation of this Agreement or otherwise defend against a claim arising from this Agreement, *each* Party shall bear their own fees and costs, including, but not limited to, mediation fees, arbitration fees, attorneys' fees and collection expenses, regardless of whether legal proceedings are or have been commenced to enforce said terms.
- 16.3.6 Payments of Undisputed Claims.** If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.
- 16.3.7 Subcontractor Claims.**
- 16.3.7.1 Subcontractor Claim Submittal.** If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.
- 16.3.7.2 Contractor Certification of Subcontractor Claim.** The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code § 12650 *et seq.*). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.
- 16.3.7.3 District Review of Subcontractor Claim.** Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the

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

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

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

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

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

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

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

- 16.8 **Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 16.9 **Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 16.10 **Days.** Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.
- 16.11 **Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 16.12 **Entire Agreement.** This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

[END OF GENERAL CONDITIONS]

**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

**SRCSA Surfacing Replacement**

**4. PROJECT FORMS**

**GUARANTEE**

**Project: SRCSA Surfacing Replacement**

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

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

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

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

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

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment Inc.**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager

**NON-COLLUSION AFFIDAVIT**

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

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

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment Inc.**

Signature: Heather Hailey

Print Name: Heather Hailey

Title: Accounting Manager

## DIR REGISTRATION VERIFICATION

I am the Accounting Manager of Ross Recreation Equipment Inc. (“Contractor”)  
(Title) (Contractor Name)

submitting the accompanying Project Forms for the Work described as **SRCSA Surfacing Replacement**

1. The Contractor is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Contractor’s DIR Registration Number is: 1000003500. The expiration date of the Contractor’s DIR Registration is June 30, 2028.
3. If the Contractor is awarded the Contract for the Work and the expiration date of the Contractor’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Contractor completing all obligations under the Contract for the Work, the Contractor will take all measures necessary to renew the Contractor’s DIR Registration so that there is no lapse in the Contractor’s DIR Registration while performing Work under the Contract.
4. The Contractor, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Contractor has independently verified that each Subcontractor identified in the Designated Subcontractors List submitted with the Project proposal of the Contractor is currently a DIR registered contractor.
6. The Contractor has provided the DIR Registration Number for each subcontractor identified in the Contractor’s Designated Subcontractors List.
7. The Contractor’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Contractor’s Project proposal is subject to rejection for non-responsiveness.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment Inc.**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager

**DRUG-FREE WORKPLACE CERTIFICATION**

I, Heather Hailey, am the Accounting Manager of **Ross Recreation Equipment Inc.**  
(Print Name) (Title) (Contractor Name)

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment Inc.**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager

### ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the submission for SRCSA Surfacing Replacement ("Project"), and submitted it to the **Santa Rosa Elementary School District** on behalf of **Ross Recreation Equipment** ("Contractor").

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

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

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

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

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

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

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

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

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment Inc.**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

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

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

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

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

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

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment Inc.**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager

## **HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS**

### **1. Summary**

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

### **2. Notice of Hazardous Waste or Materials**

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

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

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

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

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

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

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

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

### **3. Additional Warranties and Representations**

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

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

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

#### **4. Monitoring and Testing**

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

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

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

#### **5. Compliance with Laws**

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

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

- (1) The protection of the public health, welfare and environment;
- (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
- (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
- (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## **6. Disposal**

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

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

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

## **7. Permits**

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

- 1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
- 2) are in compliance with all such permits, approvals and the regulations.

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

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

## **8. Indemnification**

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

## **9. Termination**

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

[Signature on following page]

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager

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

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

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

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment Inc.**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager

**PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATE**

**SRCSA Surfacing Replacement** (“Project”) between **Santa Rosa Elementary School District** (the “District”) and **Ross Recreation Equipment Inc.** (the “Contractor”).

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

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

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager

**CONTRACTOR'S CERTIFICATE REGARDING  
PARTICIPATION OF  
DISABLED VETERAN BUSINESS ENTERPRISES**

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager

**NON-DISCRIMINATION CERTIFICATION**

I am aware of and hereby certify that Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, handicap, medical condition, marital status, or gender of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for a violation of [Chapter 1 of Part 7, Division 2 of the Labor Code]."

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment Inc.**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager

**BIDDER'S ACKNOWLEDGEMENT OF PROJECT SCHEDULE**

**SRCSA Surfacing Replacement**

The undersigned acknowledges that he/she has carefully and thoroughly reviewed the Project Schedule, included herein and made a part of the Contract Documents.

The undersigned fully understands the manpower requirements necessary to complete the project in accordance with the Project Schedule and agrees to furnish all labor, materials and equipment necessary, upon District acceptance of bidder's proposal, to fully comply with this schedule. The undersigned agrees to comply with any and all adjustments to the schedule, as may be directed by the District or its representative, and which may be required to ensure project completion as stipulated in the Contract Documents.

The undersigned acknowledges that failure to comply with the above could result in delays to other contractors, whose bona fide and substantiated cost impacts due to said delays may be borne by the undersigned.

**ACKNOWLEDGED AND AGREED:**

Date: 3/18/2026

Proper Name of Contractor: **Ross Recreation Equipment**

Signature: *Heather Hailey*

Print Name: Heather Hailey

Title: Accounting Manager



# CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404  
 Alex Hailey  
 707.538.3800 | (707) 736-6897  
 alexh@rossrec.com

**Contract #:** 2026-38779  
**Quote #:** 00050049  
**Quote Name:** SRCSA: PIP Replacement  
**Quote Total:** \$66,240.50

**Billing Address:**  
 Santa Rosa City Schools  
 110 Stony Point Road, Suite 210  
 Santa Rosa, California 95401

**Shipping Address:**  
 Santa Rosa City Schools  
 211 Ridgway Avenue  
 Santa Rosa, California 95401

**Quote Date:** 3/9/26  
**Expiration Date:** 4/8/26

Opportunity Name	Lead Time	Payment terms
SRCSA Surfacing Replacement		Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	Bond	Payment & Performance Bonds	\$1,930.00	\$1,930.00
1.00	Rentals	230 linear feet of temporary construction fencing for the duration of the surfacing work (or up to 6 months maximum) and temporary restroom facilities. *If fencing is declined, a security opt-out waiver will need to be signed at the time of order.	\$2,070.00	\$2,070.00
1.00	Demolition	Removal and haul away of 1840sf of existing PIP rubber surfacing. Price does not include any repair or changes to existing sub-base conditions.	\$12,270.00	\$12,270.00
1.00	PIP Rubber	Surface America Poured-In-Place Rubber surfacing materials: ~ Square Footage: 1840 sqft (for area 46 x 40) ~ Thickness: 3" (per 7' CFH of play equipment) ~ Binder: Aliphatic ~ Color: 50% Color & 50% Black speckled mix *Rubber surfacing will follow the contour of the sub-base and will be 3" thick throughout the area. *Any change to color, thickness, square footage or binder type will require a change order. *It is the responsibility of the General Contractor to verify all colors and square footage prior to placing an order. Any changes will require a revised quote and may result in a price increase. *Pricing does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt or Compacted Aggregate Class II Base Rock. More details available upon request. *Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200 GMax.	\$26,005.00	\$26,005.00
1.00	Install - Rubber Surfacing	Installation of Surface America Poured-in-Place rubber surfacing for 1840 square feet at a 3" thickness by a manufacturer certified installer.  Price does not include sub-base preparation, drainage, design work or inspections. Owner is responsible for verifying that quoted material meets all details and that sub-base is prepared at the proper depth from finish grade. Surfacing will be installed to follow slope of the sub-base and thickness of safety surfacing quoted to be kept consistent. Surfacing will not be installed thicker over drains unless requested. Please advise if surfacing is to be installed in any other manner, so quote can be adjusted. *Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/200 GMax. *Installations over 1,800 sq ft or repairs to existing surfacing will have seams in the finished surface. *Acceptable sub-base materials include: Concrete, Asphalt or Compacted Aggregate Class II Base Rock. If compacted aggregate is the sub-base, Ross	\$19,026.00	\$19,026.00



# CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404  
 Alex Hailey  
 707.538.3800 | (707) 736-6897  
 alexh@rossrec.com

**Contract #:** 2026-38779  
**Quote #:** 00050049  
**Quote Name:** SRCSA: PIP Replacement  
**Quote Total:** \$66,240.50

Recreation will require: Class II base rock with fines, minimum of 4" compacted to 90-95%, sloping 1-1.5%; any other base rock conditions will void the surfacing warranty. More details available upon request. Other sub-bases are not acceptable and Ross Recreation will not install rubberized surfacing over other sub-base materials.

1.00	Security	Security guard for poured-in-place surfacing during 8 hour curing time, under normal weather conditions. Temporary fencing (at an additional cost) may be needed in certain circumstances. *If you elect to decline a security guard, a security opt out waiver will be required.	\$350.00	\$350.00
------	----------	---	----------	----------

<b>Totals</b>			
<b>County/ City Tax</b>	(Sonoma County/ Santa Rosa 10.0000 %)	<b>Materials</b>	\$26,005.00
		<b>Sales Tax</b>	\$2,600.50
		<b>Labor/ Fees</b>	\$35,646.00
		<b>Freight</b>	\$1,989.00
		<b>Total</b>	\$66,240.50

**Notes to Customer**



Recreation Equipment

# CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404  
Alex Hailey  
707.538.3800 | (707) 736-6897  
alexh@rossrec.com

**Contract #:** 2026-38779  
**Quote #:** 00050049  
**Quote Name:** SRCSA: PIP Replacement  
**Quote Total:** \$66,240.50

## SR Charter for the Arts Surfacing Replacement

Ross Recreation Equipment Contract Document

### PREPARED FOR:

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

### GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between Santa Rosa City Schools ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **4/8/26**.

PLEASE NOTE: This contract does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspections or any other materials or labor unless specifically noted and outlined on this contract. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate. The freight carrier and driver will not offload the shipment. You will need a forklift or similar equipment to offload equipment.

Your purchase is subject to the terms and conditions of this contract. Approval of this contract agrees to those terms.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments or modifications of this Contract shall be valid unless made in writing and signed and agreed to by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials. Customer and site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms. Payment for materials is required regardless of installation status.

Deposits may be required before an order can be placed depending on customer credit terms. Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment**. Pay when paid by the Owner is not accepted as alternative payment terms.

- First Deposit Due with Signed Contract: **\$0.00**

If ordering materials after **4/8/26**, please contact your sales representative for current pricing. Ross Recreation cannot hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- Purchase Order (PO), signed quote or executed contract with approval for the order.
- Deposit, if required by credit terms.
- Color selections and/or approved submittals.
- Acceptance of delivery when materials or equipment are ready to ship from the respective manufacturer/s. Products cannot be held nor stored by Ross Recreation nor the manufacturer/s.

If this quote is for a bid, it is the responsibility of the General Contractor to adjust and increase their bid pricing to accommodate the project timeline if materials are needed after the expiration date on the provided quote and/or Ross Recreation's scope of work is expected to be completed after the expiration date on the provided quote.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping, not the order date. Any changes to the City/County tax rate and/or a change to the ship to address may affect the final total due on this contract. Customers will be required to pay for any changes to sales taxes. For this order, the sales tax rate was calculated using: **(Sonoma County/ Santa Rosa 10.0000 %)**.



# CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404  
 Alex Hailey  
 707.538.3800 | (707) 736-6897  
 alexh@rossrec.com

**Contract #:** 2026-38779  
**Quote #:** 00050049  
**Quote Name:** SRCSA: PIP Replacement  
**Quote Total:** \$66,240.50

## 1. PRE-DELIVERY INSTRUCTIONS:

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

## 2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

## 2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

## 3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

## 4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

## 5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contract Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.



# CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404  
Alex Hailey  
707.538.3800 | (707) 736-6897  
alexh@rossrec.com

**Contract #:** 2026-38779  
**Quote #:** 00050049  
**Quote Name:** SRCSA: PIP Replacement  
**Quote Total:** \$66,240.50

## 6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

## 7. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

## 8. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

## 9. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

## 10. SPECIAL PROVISIONS

(insert any special provisions here)

**SIGNATURES:** In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Customer Print Name

\_\_\_\_\_  
Date

Contract Number:

2



We at PQBids are excited to offer our comprehensive web-based solution for the pre-qualification of prospective bidders. Our automated system is tailored to streamline the process, ensuring that it is compliant, reliable, and efficient.

### **Option 1 Full Service:**

**1 - Year of Service: \$17,250**

**2 - Years of Service: \$34,500**

**3 - Years of Service: \$51,750**

- Quarterly reviews of contractors to ensure compliance.
- Access to PQBids' automated online prequalification platform.
- Prequalification of contractors using the DIR-approved questionnaire.
- Conducting interviews for contractors' two previous projects within the past five years.
- In-house CPA review of contractors' financials for the past two years.
- Verification of contractors' surety and accountant release letters.
- Thorough verification of contractor licenses.
- Confirmation of contractors' DIR Registration.
- Visibility of approved contractors on the school district's website.
- Full technical support Regular system updates and maintenance.
- Annual approval of contractors.
- Districts Maintains its own Appeals procedures.
- Management support for CUPCAA software.
- Inclusion of online bidding and advertising.
- A user-friendly interface for Administrators and Contractors.
- Customizable features to meet the district's unique needs. (Adder if needed)
- Real-time data and performance analytics.
- Customer Service Department (8am-5pm Monday-Friday)
- Administrator training on system utilization.
- Document collection from contractors.

**Optional Full Service CUPCAA Management (Option A):  
Additional \$3,450/year**

- Verification of all contractors' licenses.
- Verification all contractors DIR Registration.
- Review of documentation to confirm contractors have the required insurance.
- We will additionally advertise once a year to designated approved construction trade journals for the districts, inviting all licensed contractors to register as well as all contractors that are already in PQBids database.

**Agreement and Acceptance:**

Please review the terms and conditions on our website, [pqbids.com](http://pqbids.com). *This proposal is valid for 30 days from the date above.* We are eager to assist **Santa Rosa City Schools** in establishing a structured and reliable prequalification process.

**For any inquiries or to discuss further, please contact us.**

**Option Selection:** \_\_\_\_\_

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

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**We appreciate your consideration and look forward to the possibility of collaborating with Santa Rosa City Schools.**

Contract Number:

3

## **PROJECT ASSIGNMENT #32**

This Project Assignment (“Project Assignment”) is entered into as of March 25, 2026, (“Effective Date”) by and between Santa Rosa High School District (“District”) and Greystone West Company (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 29, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

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

Elsie Allen High School Synthetic Turf Field Replacement Project

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

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

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

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

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

Not to Exceed: **Eighty-One Thousand Six Hundred Eighty Dollars and Fifty-Seven Cents (\$81,680.57)**

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

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

Payment for the Additional Services shall be as follows:

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

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

Intentionally Left Blank

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

**PROJECT MANAGER:**

**DISTRICT:**

Greystone West Company

Santa Rosa High School District

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

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

Name: Damien Lee

Name: Lisa August Hulme

Title: Chief Financial Officer

Title: Interim Superintendent



March 11, 2026

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

**Reference: Fee Proposal for Construction Management Services for the Elsie Allen High School Synthetic Turf Field Replacement Project**

Mr. Oden:

Greystone West Company proposes to provide scheduling, budgeting, and construction management services for the Elsie Allen High School Synthetic Turf Field Replacement Project for a fee equal to 5.5% of the project construction budget. Services will include project management through completion of construction, including closeout, DSA certification (if applicable), and services through the one-year warranty period.

Should the duration of the project extend beyond the anticipated schedule, Greystone West Company's billing schedule will be extended accordingly; however, the overall fee will remain fixed based on the approved construction budget.

<b>Elsie Allen High School Synthetic Turf Field Replacement Project</b>	
Construction Management Fee	\$59,532.06
Contingency Reconciliation	\$5,912.02
Reimbursable Expenses	\$16,236.02
<b>TOTAL FEE</b>	<b>\$81,680.57</b>

Separate from the base Construction Management Fee are the 5.5% Contingency Reconciliation and 1.5% Reimbursable Expense categories. Reimbursable expenses will be billed at cost with no mark-up. Any unexpended amounts within these categories at the conclusion of the project will not be invoiced by Greystone West Company and will remain with the Santa Rosa City Schools District.

Sincerely,

*Diana Garbuzov*  
Diana Garbuzov  
Greystone West Company



**FEE SCALE**

**Elsie Allen High School Synthetic Turf Field Replacement Project Construction**  
**Budget: \$1,082,401.00**

%	APPORTIONMENT	COST	FEE
5.50%	of Budget	\$ 1,082,401.00	\$ 59,532.06
<b>TOTAL:</b>			<b>\$ 59,532.06</b>

45.00%	Preconstruction		\$ 26,789.42
50.00%	Construction		\$ 29,766.03
5.00%	Post Construction		\$ 2,976.60
			<b>\$ 59,532.06</b>

**Billing Schedule**

April	Preconstruction		\$ 13,394.71
May	Preconstruction		\$ 13,394.71
June	Construction		\$ 9,922.01
July	Construction		\$ 9,922.01
August	Construction		\$ 9,922.01
September	Post Construction		\$ 992.20
October	Post Construction		\$ 992.20
November	Post Construction		\$ 992.20
			<b>\$ 59,532.06</b>

**Contingency Reconciliation**

5.50%	of Contingency & Allowance Budget	\$ 107,500.00	\$ 5,912.50
-------	-----------------------------------	---------------	-------------

**Reimbursable Expenses**

1.50%	of Budget	\$ 1,082,401.00	\$ 16,236.02
-------	-----------	-----------------	--------------

<b>TOTAL PROPOSED AMOUNT</b>			<b>\$ 81,680.57</b>
------------------------------	--	--	---------------------

Contract Number:

4

## **PROJECT ASSIGNMENT #33**

This Project Assignment (“Project Assignment”) is entered into as of March 25, 2026, (“Effective Date”) by and between Santa Rosa High School District (“District”) and Greystone West Company (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 29, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

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

Maria Carillo High School Synthetic Turf Field Replacement Project

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

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

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

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

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

Not to Exceed: **Eighty-Three Thousand Two Hundred Thirty-One Dollars and Fifty-Six Cents (\$83,231.56)**

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

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

Payment for the Additional Services shall be as follows:

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

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

Intentionally Left Blank

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

**PROJECT MANAGER:**

**DISTRICT:**

Greystone West Company

Santa Rosa High School District

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

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

Name: Damien Lee

Name: Lisa August Hulme

Title: Chief Financial Officer

Title: Interim Superintendent



March 11, 2026

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

**Reference: Fee Proposal for Construction Management Services for the Maria Carillo High School Synthetic Turf Field Replacement Project**

Mr. Oden:

Greystone West Company proposes to provide scheduling, budgeting, and construction management services for the Albert Biella Elementary School Early Childhood Education Modernization Project for a fee equal to 5.5% of the project construction budget. Services will include project management through completion of construction, including closeout, DSA certification (if applicable), and services through the one-year warranty period.

Should the duration of the project extend beyond the anticipated schedule, Greystone West Company's billing schedule will be extended accordingly; however, the overall fee will remain fixed based on the approved construction budget.

<b>Maria Carillo High School Synthetic Turf Field Replacement Project</b>	
Construction Management Fee	\$60,750.69
Contingency Reconciliation	\$5,912.50
Reimbursable Expenses	\$16,568.37
<b>TOTAL FEE</b>	<b>\$83,231.56</b>

Separate from the base Construction Management Fee are the 5.5% Contingency Reconciliation and 1.5% Reimbursable Expense categories. Reimbursable expenses will be billed at cost with no mark-up. Any unexpended amounts within these categories at the conclusion of the project will not be invoiced by Greystone West Company and will remain with the Santa Rosa City Schools District.

Sincerely,

*Diana Garbuzov*  
Diana Garbuzov  
Greystone West Company



**FEE SCALE**

**Maria Carillo High School Synthetic Turf Field Replacement Project  
Construction Budget: \$1,104,558.00**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
5.50%	of Budget	\$ 1,104,558.00	\$ 60,750.69
<b>TOTAL:</b>			<b>\$ 60,750.69</b>

45.00%	Preconstruction		\$ 27,337.81
50.00%	Construction		\$ 30,375.35
5.00%	Post Construction		\$ 3,037.53
			<b>\$ 60,750.69</b>

**Billing Schedule**

April	Preconstruction		\$ 13,668.91
May	Preconstruction		\$ 13,668.91
June	Construction		\$ 10,125.12
July	Construction		\$ 10,125.12
August	Construction		\$ 10,125.12
September	Post Construction		\$ 1,012.51
October	Post Construction		\$ 1,012.51
November	Post Construction		\$ 1,012.51
			<b>\$ 60,750.69</b>

**Contingency Reconciliation**

5.50%	of Contingency & Allowance Budget	\$ 107,500.00	\$ 5,912.50
-------	-----------------------------------	---------------	-------------

**Reimbursable Expenses**

1.50%	of Budget	\$ 1,104,558.00	\$ 16,568.37
-------	-----------	-----------------	--------------

<b>TOTAL PROPOSED AMOUNT</b>			<b>\$ 83,231.56</b>
------------------------------	--	--	---------------------

Contract Number:

5

## **PROJECT ASSIGNMENT #34**

This Project Assignment (“Project Assignment”) is entered into as of March 25, 2026, (“Effective Date”) by and between Santa Rosa High School District (“District”) and Greystone West Company (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 29, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

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

Montgomery High School Synthetic Turf Field Replacement Project

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

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

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

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

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

Not to Exceed: **Eighty-Six Thousand One Hundred Ninety-Four Dollars and Forty-Six Cents (\$86,194.46)**

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

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

Payment for the Additional Services shall be as follows:

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

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

Intentionally Left Blank

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

**PROJECT MANAGER:**

Greystone West Company

By: \_\_\_\_\_  
Name: Damien Lee  
Title: Chief Financial Officer

**DISTRICT:**

Santa Rosa High School District

By: \_\_\_\_\_  
Name: Lisa August Hulme  
Title: Interim Superintendent



March 11, 2026

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

**Reference: Fee Proposal for Construction Management Services for the Montgomery High School Synthetic Turf Field Replacement Project**

Mr. Oden:

Greystone West Company proposes to provide scheduling, budgeting, and construction management services for the Albert Biella Elementary School Early Childhood Education Modernization Project for a fee equal to 5.5% of the project construction budget. Services will include project management through completion of construction, including closeout, DSA certification (if applicable), and services through the one-year warranty period.

Should the duration of the project extend beyond the anticipated schedule, Greystone West Company's billing schedule will be extended accordingly; however, the overall fee will remain fixed based on the approved construction budget.

<b>Montgomery High School Synthetic Turf Field Replacement Project</b>	
Construction Management Fee	\$63,402.79
Contingency Reconciliation	\$5,500.00
Reimbursable Expenses	\$17,291.67
<b>TOTAL FEE</b>	<b>\$86,194.46</b>

Separate from the base Construction Management Fee are the 5.5% Contingency Reconciliation and 1.5% Reimbursable Expense categories. Reimbursable expenses will be billed at cost with no mark-up. Any unexpended amounts within these categories at the conclusion of the project will not be invoiced by Greystone West Company and will remain with the Santa Rosa City Schools District.

Sincerely,

A handwritten signature in cursive script that reads "Diana Garbuzov".

Diana Garbuzov  
Greystone West Company



**FEE SCALE**

**Montgomery High School Synthetic Turf Field Replacement Project  
Construction Budget: \$1,152,778.00**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
5.50%	of Budget	\$ 1,152,778.00	\$ 63,402.79
		<b>TOTAL:</b>	<b>\$ 63,402.79</b>

45.00%	Preconstruction		\$ 28,531.26
50.00%	Construction		\$ 31,701.40
5.00%	Post Construction		\$ 3,170.14
			<b>\$ 63,402.79</b>

**Billing Schedule**

April	Preconstruction		\$ 14,265.63
May	Preconstruction		\$ 14,265.63
June	Construction		\$ 10,567.13
July	Construction		\$ 10,567.13
August	Construction		\$ 10,567.13
September	Post Construction		\$ 1,056.71
October	Post Construction		\$ 1,056.71
November	Post Construction		\$ 1,056.71
			<b>\$ 63,402.79</b>

**Contingency Reconciliation**

5.50%	of Contingency & Allowance Budget	\$ 100,000.00	\$ 5,500.00
-------	-----------------------------------	---------------	-------------

**Reimbursable Expenses**

1.50%	of Budget	\$ 1,152,778.00	\$ 17,291.67
-------	-----------	-----------------	--------------

<b>TOTAL PROPOSED AMOUNT</b>		<b>\$</b>	<b>86,194.46</b>
------------------------------	--	-----------	------------------

Contract Number:

6

## **PROJECT ASSIGNMENT #35**

This Project Assignment (“Project Assignment”) is entered into as of March 25, 2026, (“Effective Date”) by and between Santa Rosa High School District (“District”) and Greystone West Company (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 29, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

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

Piner High School Synthetic Turf Field Replacement Project

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

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

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

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

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

Not to Exceed: **Seventy-Seven Thousand Eight Hundred Sixty-Six Dollars and Four Cents (\$77,866.04)**

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

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

Payment for the Additional Services shall be as follows:

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

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

Intentionally Left Blank

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

**PROJECT MANAGER:**

**DISTRICT:**

Greystone West Company

Santa Rosa High School District

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

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

Name: Damien Lee

Name: Lisa August Hulme

Title: Chief Financial Officer

Title: Interim Superintendent



March 11, 2026

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

**Reference: Fee Proposal for Construction Management Services for the Piner High School Synthetic Turf Field Replacement Project**

Mr. Oden:

Greystone West Company proposes to provide scheduling, budgeting, and construction management services for the Albert Biella Elementary School Early Childhood Education Modernization Project for a fee equal to 5.5% of the project construction budget. Services will include project management through completion of construction, including closeout, DSA certification (if applicable), and services through the one-year warranty period.

Should the duration of the project extend beyond the anticipated schedule, Greystone West Company's billing schedule will be extended accordingly; however, the overall fee will remain fixed based on the approved construction budget.

<b>Piner High School Synthetic Turf Field Replacement Project</b>	
Construction Management Fee	\$56,642.96
Contingency Reconciliation	\$5,775.00
Reimbursable Expenses	\$15,448.08
<b>TOTAL FEE</b>	<b>\$77,866.04</b>

Separate from the base Construction Management Fee are the 5.5% Contingency Reconciliation and 1.5% Reimbursable Expense categories. Reimbursable expenses will be billed at cost with no mark-up. Any unexpended amounts within these categories at the conclusion of the project will not be invoiced by Greystone West Company and will remain with the Santa Rosa City Schools District.

Sincerely,

*Diana Garbuzov*  
Diana Garbuzov  
Greystone West Company



**FEE SCALE**

**Piner High School Synthetic Turf Field Replacement Project**  
**Construction Budget: \$1,029,872.00**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
5.50%	of Budget	\$ 1,029,872.00	\$ 56,642.96
		<b>TOTAL:</b>	<b>\$ 56,642.96</b>

45.00%	Preconstruction		\$ 25,489.33
50.00%	Construction		\$ 28,321.48
5.00%	Post Construction		\$ 2,832.15
			<b>\$ 56,642.96</b>

**Billing Schedule**

April	Preconstruction		\$ 12,744.67
May	Preconstruction		\$ 12,744.67
June	Construction		\$ 9,440.49
July	Construction		\$ 9,440.49
August	Construction		\$ 9,440.49
September	Post Construction		\$ 944.05
October	Post Construction		\$ 944.05
November	Post Construction		\$ 944.05
			<b>\$ 56,642.96</b>

**Contingency Reconciliation**

5.50%	of Contingency & Allowance Budget	\$ 105,000.00	\$ 5,775.00
-------	-----------------------------------	---------------	-------------

**Reimbursable Expenses**

1.50%	of Budget	\$ 1,029,872.00	\$ 15,448.08
-------	-----------	-----------------	--------------

<b>TOTAL PROPOSED AMOUNT</b>			<b>\$ 77,866.04</b>
------------------------------	--	--	---------------------

Contract Number:

7

## **PROJECT ASSIGNMENT #36**

This Project Assignment (“Project Assignment”) is entered into as of March 25, 2026, (“Effective Date”) by and between Santa Rosa High School District (“District”) and Greystone West Company (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 29, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

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

Santa Rosa High School Synthetic Turf Field Replacement Project

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

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

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

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

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

Not to Exceed: **Eighty Thousand One Hundred Fifteen Dollars and Five Cents (\$80,115.05)**

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

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

Payment for the Additional Services shall be as follows:

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

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

Intentionally Left Blank

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

**PROJECT MANAGER:**

**DISTRICT:**

Greystone West Company

Santa Rosa High School District

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

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

Name: Damien Lee

Name: Lisa August Hulme

Title: Chief Financial Officer

Title: Interim Superintendent



March 11, 2026

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

**Reference: Fee Proposal for Construction Management Services for the Santa Rosa High School Synthetic Turf Field Replacement Project**

Mr. Oden:

Greystone West Company proposes to provide scheduling, budgeting, and construction management services for the Albert Biella Elementary School Early Childhood Education Modernization Project for a fee equal to 5.5% of the project construction budget. Services will include project management through completion of construction, including closeout, DSA certification (if applicable), and services through the one-year warranty period.

Should the duration of the project extend beyond the anticipated schedule, Greystone West Company's billing schedule will be extended accordingly; however, the overall fee will remain fixed based on the approved construction budget.

<b>Santa Rosa High School Synthetic Turf Field Replacement Project</b>	
Construction Management Fee	\$58,064.33
Contingency Reconciliation	\$6,215.00
Reimbursable Expenses	\$15,835.73
<b>TOTAL FEE</b>	<b>\$80,115.05</b>

Separate from the base Construction Management Fee are the 5.5% Contingency Reconciliation and 1.5% Reimbursable Expense categories. Reimbursable expenses will be billed at cost with no mark-up. Any unexpended amounts within these categories at the conclusion of the project will not be invoiced by Greystone West Company and will remain with the Santa Rosa City Schools District.

Sincerely,

*Diana Garbuzov*  
Diana Garbuzov  
Greystone West Company



**FEE SCALE**

**Santa Rosa High School Synthetic Turf Field Replacement Project  
Construction Budget: \$1,055,715.00**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
5.50%	of Budget	\$ 1,055,715.00	\$ 58,064.33
<b>TOTAL:</b>			<b>\$ 58,064.33</b>

45.00%	Preconstruction		\$ 26,128.95
50.00%	Construction		\$ 29,032.16
5.00%	Post Construction		\$ 2,903.22
			<b>\$ 58,064.33</b>

**Billing Schedule**

April	Preconstruction		\$ 13,064.47
May	Preconstruction		\$ 13,064.47
June	Construction		\$ 9,677.39
July	Construction		\$ 9,677.39
August	Construction		\$ 9,677.39
September	Post Construction		\$ 967.74
October	Post Construction		\$ 967.74
November	Post Construction		\$ 967.74
			<b>\$ 58,064.33</b>

**Contingency Reconciliation**

5.50%	of Contingency & Allowance Budget	\$ 113,000.00	\$ 6,215.00
-------	-----------------------------------	---------------	-------------

**Reimbursable Expenses**

1.50%	of Budget	\$ 1,055,715.00	\$ 15,835.73
-------	-----------	-----------------	--------------

<b>TOTAL PROPOSED AMOUNT</b>			<b>\$ 80,115.05</b>
------------------------------	--	--	---------------------

Contract Number:

8

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated March 25, 2026, for reference purposes only, and is made by and between the Santa Rosa High School District (“District”) and Crawford & Associates, Inc. (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”) related to the **Elsie Allen High School Roofing and HVAC** (the “Project”).

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on March 25, 2026. Consultant shall diligently perform as required and complete performance by December 31, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the not to exceed amount of **Twenty-Five Thousand Dollars (\$25,000.00)**. This amount shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

#### 11. Termination.

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

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

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

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

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

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

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

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

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

### 13. Insurance.

#### 13.1 Insurance Requirement

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

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

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

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

### 13.2. Proof of Carriage of Insurance.

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

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

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Signatures on Following Page]**

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

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

Name: Robert Hill

Title: Director of Construction Services

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

**SANTA ROSA HIGH SCHOOL DISTRICT**

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

Name: Lisa August

Title: Interim Superintendent

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

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

January 19, 2026  
Project No. 26-1880.P

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

### **Elsie Allen High School Re-Roof & HVAC DSA No. 01-122745 Santa Rosa, CA**

Crawford & Associates, Inc. (Crawford) is pleased to submit this proposal to provide construction materials testing and special inspection services for the Elsie Allen High School Re-Roof & HVAC, located in Santa Rosa, CA.

The purpose of our services is to perform inspection and testing during the construction of new built up roofing and new curbs for the existing roof-mounted HVAC units, new solar tube skylights, and new hatches and access ladders, providing the Owner, Santa Rosa City School District, with accurate field data and documentation to evaluate compliance with the approved project plans and specifications. We appreciate the opportunity to support the successful delivery of this project and to serve as a member of the Project Team.

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

#### **PROJECT UNDERSTANDING**

---

We understand that the project will consist of new built up roof, new curbs for the HVAC units, new solar tube skylights, and new hatches and access ladders. This project falls under the jurisdiction of the State of California, Division of State Architect.

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

- Project Drawing titled “Elsie Allen High School Re-Roof & HVAC” By STRATA, dated 12/3/2025 .
- DSA 103-22: Listing of Structural Tests and Special Inspections, 2019 CBC, stamped preliminary, dated 12/3/2025.

#### **SCOPE OF SERVICES**

---

Crawford will perform the following services in accordance with the California Building Code (CBC) 2019 and DSA Interpretation of Regulations.

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

Our Project Management Team will provide overall oversight of inspection and testing services, including the assignment of appropriately qualified and certified personnel in accordance with project requirements and agency approvals. The team will also serve as the primary point of contact for communication with the project stakeholders, including the Inspector of Record (IOR), Design Professional in General Responsible Charge (DPGRC), and DSA representatives.



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

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

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

## **Task 2: Structural Steel and Welding Inspection**

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

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

## **DELIVERABLES**

- Daily Field Reports with any applicable test data test will be reviewed by a Crawford project manager and provided to the project team at a minimum on a weekly basis.
- When requested, at the completion of the project Crawford & Associates will provide one (1) final summery letter of our services, including DSA form 291 & 293.

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

## **FEES**

Based on our construction experience and the project size, visits for testing and observation will likely vary between half-day to a full-day. The costs are based on our experience with similar projects. Actual costs will depend on the actual construction schedule, process, and number of

tests required. Based on our experience, our fee could be as much as 35% lower or higher than our estimate due to contractor's actual scheduling, size of crews, construction delays, expanded scope and other items not known at this time.

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

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

Crawford will perform the construction observation and materials testing services for the estimated fee of \$25,000.00, in accordance with the attached rate schedule. A detailed fee estimate is attached.

## **ASSUMPTIONS**

---

- This project will be subject to the California Prevailing Wage Law (determination no. NC-63-3-9-2025-1).
- We assume the project schedule will be based on an 8-hour workday, five days a week, Monday through Friday including travel time. Weekends, swing shifts and night shifts are not anticipated.
- The anticipated work will be conducted during typical construction hours of 6:00am to 4:00pm.
- Non-standard equipment such as ladders, man lifts, et will be provided by others.
- These services do not include geotechnical engineering consultation or design service, should these services be needed, they can be provided at an additional fee.
- Crawford & Associates assumes the structural steel fabrication facilities will be located within 50 miles of a Crawford office in northern California.

## **AUTHORIZATION**

---

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

## **SCHEDULING AND AVAILABILITY**

---

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

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

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

Scheduling email contacts:

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

## **CLOSING**

---

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

Sincerely,

*Mike Mosunic*

Mike Mosunic  
Construction Services Project Administrator

Reviewed By:



Robert Hill  
Director of Construction Services – Materials Testing

**Attachments:** Agreement  
2026 Fee Schedule

---



Sacramento  
Chico  
Eureka  
Modesto  
Santa Rosa  
Seattle  
Ukiah

## AGREEMENT FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

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

**Project Name:** Elsie Allen High School Re-Roof and HVAC  
**Project Location:** 599 Bellevue Ave, Santa Rosa, CA 95407

**Description of Scope and Services to Be Provided:**

- Project Management and Reporting
- Structural Steel and Welding Inspection

**Fee Estimate, Time and Materials, Not to Exceed:     \$25,000.00\***

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

**Prevailing Wage:**    Yes    No

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

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

	CLIENT	CONSULTANT
<b>Signature:</b>	_____	_____
		Robert Hill
<b>Print Name:</b>	_____	_____
		Director of Construction Services
<b>Title:</b>	_____	_____
	Santa Rosa City School District	Crawford & Associates, Inc
<b>Company:</b>	_____	_____
	110 Stony Point Rd #210	3325 Regional Parkway, Suite 8
<b>Address:</b>	_____	_____
	Santa Rosa, CA 95401	Santa Rosa, CA 95403
		r.hill@crawford-inc.com
<b>Phone/Email:</b>	_____	_____
		(916) 455-4225
<b>Date:</b>	_____	_____

# GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

## 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. ACCEPTANCE OF TERMS AND CONDITIONS

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

## 3. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

#### **4. PAYMENTS TO CONSULTANT**

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

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

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

#### 4.4 Blank

#### 4.5 Blank

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

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

### 5. PERFORMANCE STANDARD

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

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

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

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

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

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

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

## 6. CONTRACTOR'S PERFORMANCE

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

## 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

## 8. BLANK

## 9. CERTIFICATIONS

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

## 10. ALLOCATION OF RISK

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

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

## **10.2. Indemnification.**

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

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

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

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

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

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

## **11. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. DISPUTES

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

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

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

## 15. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

---

***End of General Conditions***



## CRAWFORD & ASSOCIATES - 2026 FEE SCHEDULE

EXPIRES DECEMBER 31, 2026

PROJECT MANAGEMENT	HOURLY RATE
Principal	\$ 275.00
Senior Project Manager	\$ 255.00
Project Manager II	\$ 245.00
Project Manager I	\$ 210.00

ENGINEER / GEOLOGIST	HOURLY RATE
Senior Engineer II	\$ 225.00
Senior Engineer I	\$ 205.00
Senior Geologist	\$ 180.00
Project Engineer III / Geologist III	\$ 180.00
Project Engineer II / Geologist II	\$ 160.00
Project Engineer I / Geologist I	\$ 150.00
Staff Engineer / Geologist	\$ 140.00
Drafter	\$ 125.00

PROJECT SUPPORT	HOURLY RATE
Project Coordinator	\$ 135.00
Administrative Assistant	\$ 120.00

MATERIALS TESTING & CONSTRUCTION SERVICES	HOURLY RATE
Construction Services Director	\$ 255.00
Construction Services Supervisor	\$ 175.00
Construction Services Project Administrator	\$ 155.00
NDT II/Glulam/CWI Inspector	\$ 185.00
Special Inspector	\$ 140.00
Technician	\$ 120.00

PREVAILING WAGE	HOURLY RATE
Group 1 - Special Inspector I (Masonry)	\$ 170.00
Group 2 - Special Inspector II ( Welding)	\$ 160.00
Group 3 - Soils/Asphalt Technician	\$ 150.00
Group 4 - Concrete Technician	\$ 140.00
Group 2 and 3 - Laborer Technician	\$ 115.00

WORKING HOURS AND PREMIUM TIME	RATE
A Regular Workday is defined as the first 8 hours between 6am and 6pm, Monday through Friday.	
Standard Overtime: Weekdays & Saturdays (first 8 hours)	150% Above Hourly Rate
Overtime: Saturdays (over 8 hours); Sunday (first 8 hours)	200% Above Hourly Rate
Overtime: Sundays (over 8 hours) and Holidays	300% Above Hourly Rate
Night Shift is defined as a shift starting after 2pm and before 4am	115% Above Hourly Rate

REIMBURSABLES	RATE
Mileage	\$ 0.75
Vehicle Charge	\$ 25.00
Outside Costs	15% Markup
Permit Fees (City/County)	15% Markup
Per Diem (Lodging & Meals)	\$ 350 / Day
Rush Lab Testing	50% Markup

ENGINEERING FIELD EQUIPMENT	RATE	DETAIL
Core Box	\$ 18.00	Each
Core Machine with Generator & Hand Auger	\$ 2,700.00	Day
Hand Auger	\$ 210.00	Day
Hot Mix Asphalt Patching (1st Core) **	\$ 1,050.00	First
Hot Mix Asphalt Patching (2 or More) **	\$ 500.00	Each After
Percolation/Infiltration Testing Equipment	\$ 210.00	Day
Steel Liners (MCAL)	\$ 12.00	Each
Survey Equipment (Liquid Level)	\$ 155.00	Day
Survey Equipment (Tripod, Level, Rod)	\$ 155.00	Day
Traffic Control - Minor (Non-DBE, Non-PW)	\$ 500.00	Day
Wildcat DCP Equipment **	\$ 785.00	Day
Wildcat DCP Tip	\$ 21.00	Each

CONSULTANT FEES	RATE	Detail
Drilling	Cost + 15%	
Drilling Including DPT	Cost + 15%	
Traffic Control - Major	Cost + 15%	
ERIS (Record Search)	Cost + 15%	

SEISMIC ANALYSIS	RATE	DETAIL
EZ Frisk Software Use	\$ 2,350.00	Per Location
Seismic Survey Equipment (24 channel)	\$ 1,835.00	Day
Seismic Data Processing	Cost + 15%	

MATERIALS TESTING EQUIPMENT	RATE	Detail
Concrete Testing Equipment (Slump, Unit Wt., /	\$ 65.00	Day
Torque Wrench	\$ 25.00	Day
Bolt tensioning Device - Skidmore	\$ 65.00	Day
4x8 Cylinder Mold	\$ 10.00	Each
6x12 Cylinder Mold	\$ 12.00	Each
Proof Load Ram and Pump	\$ 55.00	Day
Sand Cone Equipment	\$ 7.00	Each
Moisture Emission Test Kit	\$ 75.00	Each
NDT Weld Testing Equipment UT/MT/PT	\$ 75.00	Day
Nuclear Density Guage	\$ 30.00	Day

**Annual Rate Increase** Crawford & Associates, Inc. anticipates an hourly rate increase 5% effective Jan 1st of each new year without prior notice. For projects that span multiple years, an updated rate schedule will be sent with the first invoice that reflects the annual increase.

**2026 Laboratory Fees**

<b>Soils - Characteristics</b>	<b>ASTM</b>	<b>AASHTO</b>	<b>Caltrans</b>	<b>2026 Rate</b>
Sieve Analysis w/#200 Wash	D6913	T11/T88	CT202	\$ 240.00
Sieve Analysis w/out #200 Wash	D6913	T88	CT202	\$ 180.00
Sieve Analysis with Hydrometer	D6913/D7928	T88	-	\$ 490.00
#200 Wash Only	D1140	T11	202	\$ 135.00
Hydrometer Analysis	D7928	T88	-	\$ 310.00
Sieve Analysis - Mass Grain Size (Scour)	D6913	T88	202	\$ 2,500.00
Atterberg Limits Multipoint	D4318	T89 & T90	204	\$ 290.00
Atterberg Limits Single Point	D4318	T89 & T90	204	\$ 245.00
Liquid Limit Only	D4318	T89	204	\$ 215.00
Plastic Limit Only	D4318	T90	204	\$ 150.00
Expansion Index	D4829	-	-	\$ 310.00
Moisture-Density	D2216	-	-	\$ 90.00
Soil Moisture Content	D2216	T265	CT226	\$ 40.00
Organic Content	D2974	-	-	\$ 145.00
USDA Soil Textural Analysis	-	-	-	\$ 110.00

<b>Soils - Density</b>				
4" Proctor	D1557/D698	T180/T99	-	\$ 490.00
6" Proctor	D1557/D698	T180/T99	-	\$ 550.00
4" Proctor - Check Point	D1557/D698	T180/T99	-	\$ 135.00
6" Proctor - Check Point	D1557/D698	T180/T99	-	\$ 135.00
California Impact Test	-	-	216	\$ 375.00

<b>Soils - Strength</b>				
Direct Shear - 3 Point Peak	D3080	T236	-	\$ 490.00
Triaxial Shear, Unconsolidated, Undrained	D2850	T296	-	\$ 195.00
Triaxial Staged, Unconsolidated, Undrained	D2850	T296	-	\$ 325.00
Triaxial Staged, Consolidated, Undrained	D4767	T297	-	\$ 595.00
Triaxial Staged, Consolidated, Drained	D7181	-	-	Ask for Quote
Unconfined Compression	D2166	T208	-	\$ 260.00
Resistance Value (R-Value) Soils	D2844	T190	301	\$ 435.00
Resistance Value (R-Value) Treated Soil/Aggregate Base	D2844	T190	301	\$ 540.00

<b>Soils - Consolidation</b>				
1-D Consolidation	D2435	T216	-	\$ 455.00
1-D Consolidation (Time Rate)/Per Point	D2435	T216	-	\$ 115.00

<b>Rock - Strength</b>				
Point Load	D5731	-	-	\$ 75.00
Unconfined Compression	D7012	-	-	\$ 250.00

<b>Environmental Testing</b>				
Corrosivity Testing (pH, Resistivity, Sulfate, Chloride)	-	-	417422643	\$ 270.00
Corrosivity Testing w/Redox (pH, Resistivity, Sulfate, Chloride)	G200M	-	417422643	\$ 395.00
Landscape Suitability	LTP.4	-	-	\$ 140.00

<b>Aggregates - HMA, Concrete</b>				
Sieve Analysis - Course and Fine	C136 or D6913	T27	202	\$ 240.00
Sieve Analysis - #200 Wash	C117	T11	202	\$ 135.00
Sieve Analysis - Coarse Aggregate	C136 or D6913	T27	202	\$ 190.00
Sieve Analysis- Fine Aggregate	C136 or D6913	T27	202	\$ 180.00
Specific Gravity - Coarse Aggregate	C128	T85	206	\$ 380.00
Specific Gravity - Fine Aggregate	C127	T84	207	\$ 215.00
Sand Equivalent - 3 Point	D2419	T176	217	\$ 180.00
Sand Equivalent - 1 Point	D2419	T176	217	\$ 135.00
Crushed Particles - Coarse Aggregate (One and two Face)	D5821	T335	205	\$ 265.00
Flat and Elongated Particles	D4791	-	235	Ask for Quote
Clay Lums and Friable Particle	C142	T112	-	\$ 245.00
Fine Aggregate Angularity	C1252	T304	234	\$ 240.00
Organic Impurities	C40	T210	213	\$ 160.00
Abrasion Resistance LA Rattler	C131/535	T96	211	\$ 345.00
Bulk Density Unit Weight of Aggregate	C29	T19	212	\$ 170.00
Aggregate Moisture	C566	T255	226	\$ 60.00
Cleaness Value	-	-	227	\$ 270.00
Durability Index	D3744	T210	229	\$ 420.00

**2026 Laboratory Fees (Cont.)**

**Hot Mix Asphalt**

Asphalt Binder Content - Ignition Oven	D6307	T308	382	\$	250.00
Asphalt Binder Content - Ignition Oven Calibration	D6307	T308	382	\$	520.00
HMA Moisture Content		T329	226/370	\$	90.00
Maximum Specific Gravity (Rice)	D2041	T209	309	\$	255.00
Hveem Stability	1561/1560	T247/246	304/366	\$	525.00
Asphalt Binder Content by Extraction Method	D2172	T164		\$	440.00
Core Unit Weight - Field Specimen	D2726	T166	308	\$	70.00
Hamburg Wheel Track		T324	389	\$	1,600.00
Tensile Strength Ratio (TSR)	4867	T283	371	\$	1,500.00
Unit Weight, Gyration	D6925	T312		\$	380.00
VMA/VFA/Dust Proportion - MS2				\$	200.00

**Concrete**

Concrete Compressive Strength - 4x8 Cylinders	C39	T22	521	\$	45.00
Concrete Compressive Strength - 6x12 Cylinders	C39	T22	521	\$	55.00
Concrete Compressive Strength - Core	C42	T24		\$	105.00
Concrete Strength - Flexural Beam	C78/293	T97/1177	523	\$	135.00

**Masonry**

CMU Absorption/Unit Wt./Moisture	C140			\$	300.00
Masonry Grout Compression				\$	55.00
Masonry Mortar Compression				\$	45.00
Composite Prism Compression				\$	135.00
Masonry Core Shear				\$	300.00

**Structural Steel**

Reinforcing Steel - Tensile				\$	120.00
Reinforcing Steel - Bend				\$	120.00
Reinforcing Steel - Elongation (Up to #8)				\$	120.00
High Strength Bolt - Proof Load- Wedge Tension and Hardness Suite				\$	330.00
High Strength Nut - Proof Load and Hardness Suite				\$	220.00
High Strength Washer - Hardness				\$	110.00
Reinforcing 7 Wire Strand - Tensile				\$	380.00

**Design**

Soil Stabilization Mix Design (Lime or Cement)	D1633		373	\$	2,500.00
Full Depth Reclamation - Cement			373	\$	3,000.00

**Miscellaneous**

Sample Preparation by Hour				\$	115.00
Specimen cutting				\$	85.00
Sample Storage (Starting 90 days after final lab report)				\$	150.00

Contract Number:

9

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

This Project Assignment is executed between **Santa Rosa High School District** (“District”) and **Motive Studio** (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated June 11, 2025. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description.**

**Santa Rosa High School Synthetic Turf Field Replacement**

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

**Basic Services Phases**

- Schematic Design
- Design Development
- Construction Documents
- Agency Review & Approval
- Bidding & Negotiation
- Construction Administration
- Close Out

**Design Consultants Included in Basic Services**

- Structural
- Civil
- On-Site
- Off-Site
- Mechanical
- Plumbing
- Electrical
- Telecommunications/Data
- Landscaping
- Other: \_\_\_\_\_

**3. Design Requirements and Deliverables.** If applicable, the Architect will provide a list of all design requirements and deliverables to the District along with this executed Project Assignment. Said list will be attached to this Project Assignment as an exhibit and incorporated by reference herein.

**4. Architect Compensation:**

**A. Contract Price:**

Lump Sum Not to Exceed Two Hundred Forty Six Thousand Six Hundred Fifteen Dollars (\$246,615.00).

**B. Payment Method:**

Allocation of Contract Price to Phases of Basic Services.

- Schematic Design: \$36,090.00
- Design Development: \$48,120.00
- Construction Documents: \$91,428.00
- Agency Review & Approval: \$4,812.00
- Bidding & Negotiation: \$12,030.00
- Construction Administration: \$36,090.00
- Close Out: \$12,030.00
- Max Reimbursables (2.5%) \$6,015.00

**C. Additional Services Rate Schedule:**

Architect Personnel

**See Architect proposal**

Design Consultants Personnel

**See Architect proposal**

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

**DISTRICT:**

**Santa Rosa High School District**

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

Name: Lisa August Hulme

Title: Interim Superintendent

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

**ARCHITECT:**

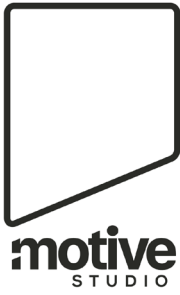
**Motive Studio**

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

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

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

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



March 13, 2026

**Erik Oden**

Director, Maintenance, and Operations  
Santa Rosa City Schools  
101 Stony Point Rd. Suite 210  
Santa Rosa, CA 95401

Re: **Proposal for Professional Services**  
SRCS Fields Proposal  
Santa Rosa City Schools  
Project No.: 2026-009-000

Dear Erik,

The following is provided as our Proposal for Architectural and Engineering Services related to the Santa Rosa City Schools Fields project. The scope of Professional Services is proposed on a lump sum basis with a not-to-exceed limit plus 2.5% in reimbursable expenses in the form of printing, reproduction, delivery and consultant services with no mark-ups.

The scope of project includes documentation of, and DSA approval of the path or travel to the sports fields at the campuses listed below. The application will document the replacement of the sports fields as an owner furnished and owner installed product procured through a second contract.

<b>Summary of Professional Services</b>		
<b>Architectural Services</b>		
Santa Rosa High School	=	\$48,120
Piner High School	=	\$48,120
Maria Carillo High School	=	\$48,120
Montgomery High School	=	\$48,120
Elise Allen High School	=	\$48,120
<b>Total Fee Architecture and Engineering</b>	=	<b>\$240,600</b>
MAX Reimbursables (2.5%)	=	\$6,015

It is understood that the schedule for this project requires construction during the Summer of 2026, and it is the District's desire to gain DSA Approval for this work prior to May 1<sup>st</sup>, 2026. Please note that depending on the current state of the egress lighting at the fields DSA may require we perform a photometric study and possibly modify the lighting systems. That work is not included in this proposal at this time and may need to be added at a later date if required by DSA.

The fee for this work is proposed as a lump sum of forty-eight thousand one hundred and twenty dollars per campus (\$48,120) for a total fee two hundred and forty thousand six hundred dollars (\$240,600) based on the attached work plan developed with your construction manager Van Pelt Construction Services.

If you have any questions or need additional information regarding this proposal, please contact me at at your earliest convenience.

Thank you for your time and consideration,



**Trent Sommers**  
President, Architect C-33589

**Attachments:**

- + Santa Rosa City Schools Fields Work Plan

**Proposed Fee Breakdown – Breakdown of fee to align with District Master Schedule**

<b>Phase Description</b>	<b>Fee by Phase</b>
Schematic Design	\$36,090.00
Design Development	\$48,120.00
Construction Documents	\$91,428.00
Agency Review & Approval	\$4,812.00
Bidding & Negotiation	\$12,030.00
Construction Administration	\$36,090.00
Close Out	\$12,030.00
<b>Total Proposed Fee</b>	<b>\$240,600</b>

Phase	Task / Description	Hours PA	Hours PA/ PM	Hours JC	Hours DR	Hours AM
<b>A1 Pre-Design - Program, Masterplan and Project Management</b>	Contracting	1	1			1
	Planning & Coordination	2	2	2		
	Obtain As-Built Information / Confirm DSA Certification Past Projects		1	1	2	
	Site Walk		2	2	1	
	Document Site Walk and Observations			2		
	Prepare Agenda & Meeting Minutes					
	Prepare for and Attend Meeting with District to Confirm Scope	1	1			
	Prepare for and Attend Meeting with Consultants to Confirm Scope					
	Prepare Written Program Document					
	Prepare Preliminary Project Schedule					
	Prepare Preliminary Project Budget for Client Approval					
	Develop CAD Base Drawings from As-Built Drawings			8	16	
	Prepare Preliminary Design or Master Plan					
	Administrative Support					
<b>Subtotal</b>		<b>4</b>	<b>7</b>	<b>15</b>	<b>19</b>	<b>1</b>
<b>A3 Schematic Design - Not Used</b>	Prepare Schematic Design Drawings					
	Planning & Coordination					
	Preliminary Code Search					
	Prepare for and Attend Meeting with District					
	Prepare for and Attend Meeting with Consultants					
	Prepare Schematic Design Presentation					
	Update Project Schedule					
	Prepare Preliminary Project Estimate					
	Administrative Support					
	<b>Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>A4 Design Development - Not Used</b>	Prepare Design Development Drawings					
	Prepare Draft Project Manual					
	Coordinate with District Standards					
	Product Research					
	Detailed Code Search					
	Planning & Coordination					
	Prepare Agenda & Minutes					
	Prepare for and Attend Meeting with District					
	Prepare for and Attend Meeting with Consultants					
	Update Project Schedule					
	Update Project Estimate					
	Preliminary Meeting with DSA					
Administrative Support						
<b>Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>A5 Construction Documents</b>	Prepare Construction Documents	4	8	16	16	
	Update Project Manual	1	1	4		8
	Planning & Coordination					
	Prepare Agenda & Minutes					
	Prepare for and Attend Meeting with District	1	1	1		
	Prepare for and Attend Meeting with Consultants					
	Bluebeam DSA Applications & Certification Status					
	Update Project Schedule					
	Update Project Estimate					
	"Page Turn" with District M&O Staff					
	Administrative Support					
<b>Subtotal</b>	<b>6</b>	<b>10</b>	<b>21</b>	<b>16</b>	<b>8</b>	
<b>A5 Agency Review &amp; Approval</b>	Planning & Coordination					
	Local Fire Department Submittal and Review					
	Local Health Department Submittal and Review					
	Prepare DSA Application, Check-List and T&I Sheet		2	2		
	Coordinate Plan Check Fee from District					
	Monitor Plan Review Status					
	Over the Counter Check and Comment Follow Up	2	8	8	12	
	Update Project Schedule as Required					
	Update Project Estimate as Required					
Administrative Support						
<b>Subtotal</b>	<b>2</b>	<b>10</b>	<b>10</b>	<b>12</b>	<b>0</b>	
<b>A6 Bidding / Negotiations</b>	Planning & Coordination					
	Finalize Bidding Schedule with District and Edit Front-End					
	Publish Bid Documents with Printers and/or Plan Rooms					
	Attend Pre-Bid Walk		2			
	Respond to Questions from Bidders		2	2	2	
	Prepare and Publish Addenda					
	Receive and Review Bids					
	Coordinate Notice of Intent and Notice to Proceed with District					
	Attend Pre-Construction Meeting	1	1			
	Prepare DSA Form 102 and Coordinate "Box" Participants		1	2		
Administrative Support						
<b>Subtotal</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>0</b>	
<b>A7 Construction Administration</b>	Planning & Coordination					
	Attend Construction Meetings (Assumes Zoom)	8	8	8		
	Attend Site Walks (Assumes 4 total )	2	8	8		
	Respond to Contractor's RFIs		8	8	8	
	Prepare Field Reports					
	Review Contractor Submittals		2	2	2	
	Prepare and Submit DSA Interim Verified Reports			1		
	Prepare and Submit CCD's for DSA Review and Approval					
	Respond to DSA Trip Notes					
	Final Walk-Through, Punch-List and Confirm Work is Complete		6	6		
	Close-Out Documents w/ Contractor	1	2	2		2
	Coordinate Project Costs, DSA Form 168, Final DSA Invoice and Payment			2		
	Verify and Monitor DSA Close-Out Documents and Project Certification					
	Assemble Record Documents for District's Records					
	Administrative Support					
<b>Subtotal</b>	<b>11</b>	<b>34</b>	<b>37</b>	<b>10</b>	<b>2</b>	
Total Hours for Architectural Services	<b>24</b>	<b>67</b>	<b>87</b>	<b>59</b>	<b>11</b>	
Hourly Rate (2022)	<b>\$235</b>	<b>\$215</b>	<b>\$195</b>	<b>\$165</b>	<b>\$125</b>	
<b>Architect's Fee</b>	<b>\$5,640</b>	<b>\$14,405</b>	<b>\$16,965</b>	<b>\$9,735</b>	<b>\$1,375</b>	
<b>Summary of Professional Services</b>						
Architect	=					\$48,120
<b>Total Architectural and Engineering Services</b>	=					<b>\$48,120</b>
Contingency Amount - Recommended Client Held 10%	=					\$4,812
Reimbursable Expenses - 2.5% Max	=					\$1,203

Contract Number:

10

## PROJECT ASSIGNMENT #6

This Project Assignment ("Project Assignment") is entered into as of March 26, 2026 ("Effective Date") by and between Santa Rosa High School District ("District") and Van Pelt Construction Services ("Program/Project Manager") pursuant to the Program/Project Management Services Agreement ("Agreement") between the District and Program/Project Manager dated June 16, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

### 1. Project Description.

Construction Management for the Desoto Hall Modernization and Theater Roofing Project.

### 2. Services to be Provided.

Preconstruction Services, Basic Services, including Construction Phase Services, and General Conditions, if applicable, and include general scope of work of services pursuant to the Agreement. Define as Basic Services, Additional Services, or both.

### 3. Project Schedule and Project Term.

Project commences April 2026 with an anticipated substantial completion date of August 2026. Contract term is from April 2026 through November 2026.

### 4. Project Budget.

The construction budget is \$6,642,671.00

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

Two Hundred Thirty-Two Thousand Four Hundred Ninety-Three and 52/100 Dollars.  
(\$232,493.52)

Payment for the Basic Services shall be in accordance with the rates set forth in Exhibits B-1 and B-2 to the Agreement. Payment for the Additional Services shall be as follows:

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

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

Intentionally Left Blank.

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

Program/PROJECT MANAGER

Van Pelt Construction Services

By: Kelli Jurgenson

Name: Kelli Jurgenson

Title: Executive Vice President

DISTRICT:

Santa Rosa Elementary School District & Santa Rosa High School District

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

Name: Lisa August Hulme

Title: Interim Superintendent

March 16, 2026

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

Reference: Santa Rosa City Schools  
Subject: Desoto Hall Modernization and Theater Roofing Projects

Dear Mr. Oden,

VPCS is pleased to submit the following proposal for Construction Management services. The fees described herein include scope of services as currently being provided for the District. Our management services will be billed monthly on a lump sum basis over the duration of the project:

**MANAGEMENT FEES:**

Desoto Hall Mod & Theater Roofing	8 months	\$29,061.69/month
<b>Total Fee:</b>		<b>\$232,493.52</b>

Fees will be billed monthly, payable within 30 days and include all travel, insurance, taxes and services necessary to complete the projects. Fees do not include office space, equipment, and furniture.

We thank you for this opportunity and look forward to building our relationship with the Santa Rosa City Schools.

Very Truly Yours,  
VAN PELT CONSTRUCTION SERVICES

  
Kelli Jurgenson  
Executive Vice President