

Contract Number:

1

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated April 20, 2026, for reference purposes only, and is made by and between the **Santa Rosa Elementary District** (“District”) and **Stanton Inspection Services, Inc.** (“Consultant”), (together, “Parties”).

RECITALS

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, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

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 2026 Temporary Portables (the “Project”) located at Luther Burbank Elementary School. The proposal or other work scope-defining document is attached.
2. **Term.** This Agreement and the Parties’ obligations hereunder shall commence on May 14, 2026. Consultant shall diligently perform as required and complete performance during the life of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the following documents:
 - 3.1 Signed Agreement
 - 3.2 Insurance Endorsements
 - 3.3 Workers’ Compensation Certification
 - 3.4 Conflict Of Interest Statement Certification
 - 3.5 W-9 Form
 - 3.6 Scope of Work

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of not to exceed Nineteen Thousand Four hundred Dollars (19,400.00). Consultant shall provide a monthly invoice of the amount of Fees due for Services rendered in the prior month accompanied by documentation reasonably requested by District substantiating all charges, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice.
5. Expenses. Expenses will not be charged for Consultant's performance of these Services, with the exception of "none".
6. Materials. Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or the Consultant employees, agents, representatives or Consultants (collectively, "Consultant Parties"), even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.
7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent Consultant. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.
8. Performance of Services / Standard of Care.

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

8.1.1 Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an

efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

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

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

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

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

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

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

10. Intellectual Property.

10.1 Consultant acknowledges and agrees that any and all work product, including any deliverables, it conceives, creates, develops, or reduces to practice, in whole or part, during the term of the Agreement, including without limitation, all "works of original authorship" and all content, inventions, improvements, enhancements, designs, ideas, source code, software applications, formula, processes, techniques, discoveries, or know-how, whether or not patentable or copyrightable, are "works for hire" and are and/or shall become and remain the sole and exclusive property of the District and the District shall be the sole owner of all patents, copyrights, and other rights in connection therewith throughout the world. To the extent any such works are not deemed works for hire, Consultant hereby assigns to the District, Consultant's entire right, title, and interest

in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Consultant while working for or on behalf of the District, which relates to, is suggested by, or results from matters set forth in any active Statement of Work and depends on either:

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

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

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

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

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

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

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

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

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

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

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

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

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

11.8 Consultant becomes incapable to perform any of the Services.

12. Dispute Resolution

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

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

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

12.3 Government Claim Requirements. The Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District

12.4 Arbitration. In the event that mediation is unsuccessful, to the extent applicable law does not otherwise provide, any dispute, claim or controversy between or among the District and Inspection Firm arising out of or in any way relating to this Agreement shall be determined by confidential, binding arbitration in the county in which the District's administrative offices are located before a neutral arbitrator. The arbitration shall be

administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this Agreement) with respect to any final arbitration award pursuant to this Agreement. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) in the county in which the District's administrative offices is located. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

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

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

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

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

13. Termination.

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

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

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

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

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

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

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

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

15. Insurance.

15.1 Insurance Requirement

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

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

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

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

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

Part A – Statutory Limits

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

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

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

15.2 Proof of Carriage of Insurance.

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

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

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

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

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

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

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

22. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

26. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any

special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

Notice to District:

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

Notice to Consultant:

Stanton Inspection Services, Inc.
2761 Geneva Street.
Martinez, CA 94553
Attention: Todd Stanton, IOR

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

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

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

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

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

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

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

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

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

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

38. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

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

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

41. Conflict of Interest. Consultant warrants that neither Consultant nor any of its employees, agents, or subconsultants has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

42. Additional Terms. The parties acknowledge that Consultant may have submitted a proposal in connection with the services and/or materials to be provided under this Agreement. Any terms or conditions contained in such proposal shall be of no force or effect and shall not apply to or modify the rights and obligations of the parties hereunder. The relationship between the parties shall be governed solely by the terms of this Agreement, except that the proposal may be referenced solely for the limited purpose of describing the scope, specifications, or other factual information regarding the services or materials to be provided.

43. Sanctions in Response to Russian Aggression. The Consultant acknowledges and agrees that if any state funds are used in connection with this Agreement, the Consultant must comply with all economic sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including, but not limited to, those outlined in Executive Order N-6-22. The Consultant shall ensure that no funds received under this Agreement are used in violation of such sanctions. If this Agreement is valued at \$5 million or more, the Consultant must generate a report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Such report shall be retained by Consultant and made available to the District or any other appropriate State department upon request. Failure to comply with these sanctions may result in the termination of this Contract at the sole discretion of the District and may subject the Consultant to additional penalties as provided by law.

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

DISTRICT:

CONSULTANT:

Santa Rosa Elementary District

Stanton Inspection Services, Inc.

By: _____

By: Robert Todd Stanton

Name: Lisa August Hulme

Name: Robert Todd Stanton

Title: Interim Superintendent

Title: IOR

Date: _____

Date: 4/20/2026

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 4/20/2026

Name of Consultant: Stanton Inspection services Inc.

Signature: Robert Todd Stanton

Print Name: Robert Todd Stanton

Title: IOR

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

CONFLICT OF INTEREST STATEMENT

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

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

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

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

I have read and understand the foregoing, and I certify that:
I **DO NOT** have business or financial interests in the **Santa Rosa Elementary District** or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

Date:	<u>4/20/2026</u>
Name of Consultant:	<u>Stanton Inspection services Inc.</u>
Signature:	<u>Robert Todd Stanton</u>
Print Name:	<u>Robert Todd Stanton</u>
Title:	<u>IOR</u>

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

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

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

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

Surveillance of Employees by District personnel.

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

MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE:

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

Date: 4/20/2026

Name of Consultant: Stanton Inspection services Inc.

Signature: *Robert Todd Stanton*

Print Name: Robert Todd Stanton

Title: IOR

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Stanton Inspection Services Inc.

2761 Geneva St, Martinez CA. 94553
925-766-9088. siservices@sbcglobal.net

Inspection Services Proposal

April 8, 2026

To:
Felicia Silveira,

Stanton Inspection Services Inc. proposes to provide Class I DSA Project Inspector Services for the Santa Rosa City Schools District. Specifically the Luther Burbank Elementary School Portable Classroom project.

Located at: 203 S A Street, Santa Rosa, CA. 95401

For a fee not to exceed \$ 19,400

Our hourly rate will be \$120.00 per hour, Plus a 20% fee for profit and overhead. We have also added \$5,000.00 in case the project requires inspection services after the estimated completion date.

We estimate approximately 50 working days at 2 hrs. per day.

We understand the project scope to be:

*THIS PROJECT INCLUDES THE PLACEMENT OF (5) 24'X40' RELOCATABLE CLASSROOMS ON (E) SITE, FROM STOCKPILE (PC APP#02-102021). WORK WILL INCLUDE, BUT NOT BE LIMITED TO NEW UTILITY CONNECTIONS, ELECTRICAL AND FIRE ALARM WORK IN ADDITION TO UNDERGROUND UTILITIES.
THIS PROJECT ALSO MAKES ALTERATIONS TO THE EXISTING ACCESSIBLE PARKING*

Submitted,



Todd Stanton

Contract Number:

2

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, Maria Carrillo High School, Montgomery High School, Piner High School and Santa Rosa High School Synthetic Turf Field Replacement Projects** (the “Project”).

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on May 14, 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 **Thirty-Seven Thousand Four Hundred Eighty-Five Dollars (\$37,485.00)**. 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:

If to the District: Lisa August Interim Superintendent Santa Rosa City Schools 110 Stony Point Rd., Suite 210 Santa Rosa, CA 95401	If to the Contractor: Robert Hill Director of Construction Services 3325 Regional Parkway, Suite 8 Santa Rosa, CA 95403
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Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

[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

April 21, 2026

Geotechnical Scope of Services

Elsie Allen High School

Infiltration Testing

Santa Rosa, CA

PROJECT DESCRIPTION

Crawford and Associates, Inc (Crawford) understands that Greystone West (Greystone) and Valley Precision Grading (VPG) are working with Santa Rosa City Schools (SRCS) to support the proposed turf replacement at Elsie Allen High School. Crawford will support Greystone, VPG, and SRCS by performing infiltration testing to determine drainage conditions.

We understand the process includes the following:

- Open three areas to review the current function of the existing synthetic turf drainage system. This will be accomplished by cutting three, three-sided squares (to be performed by VPG). VPG will roll up the carpet and remove any pad or fabric to expose the aggregate surface.
- Crawford staff will perform infiltration testing over the existing trench drain lines and at one location in the field of play area. Areas over the trench drains will be tested initially to evaluate the current conditions. If infiltration rates are low, then a small excavation will be performed by VPG to evaluate the condition and develop a plan to correct the drainage challenge.

SCOPE OF SERVICES

Task 1: Preliminary Coordination

- Review existing information pertinent to the project including nearby geotechnical reports (if available)

Task 2: Infiltration Rate Testing

Crawford will perform infiltration rate testing at a total of 3 locations. The infiltration rate tests depths will be determined while on-site. An engineer or geologist from our office will perform infiltration rates tests in the field using the constant or falling-head test method. We will also visually classify subsoil materials encountered.

Task 3: Infiltration Data Letter

Crawford will prepare a letter to include the following:

- Project description.
- Infiltration rate test results.
- Limitations.
- Infiltration Rate Testing Map.



Task 3 Deliverables: Infiltration Data Letter

PROJECT SCHEDULE

We estimate being ready to mobilize for infiltration testing within 2 weeks of authorization. We will provide the Infiltration Data Letter within two to three weeks after infiltration testing.

ASSUMPTIONS

- Rights-of-entry will be provided by SRCS.
- If required, VPG will be responsible for submitting a USA 811 North ticket to locate underground utilities
- Excavations and turf removal and re-installation will be performed by VPG.
- Water trailer, if necessary, will be provided by VPG.
- Work hours will be between 7 am and 5 pm weekdays.
- Drainage recommendations will be provided by VPG.

FEE

We attach a fee itemization to complete the above scope of services.

We appreciate the opportunity to propose and support this project. Please do not hesitate to contact the undersigned with any questions.

Sincerely,
Crawford & Associates, Inc

Attachment: Fee Itemization

Project Nam **Elsie Allen High School Infiltration Testing**
 County/City: Santa Rosa, CA
 Services: Infiltration Testing

Date: **4/21/2026**

Crawford & Associates, Inc. Tasks and Descriptions	Principal *	Senior Project Manager *	Construction Services Director	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer I	Senior Geologist	Project Engineer III / Geologist III	Project Engineer II / Geologist II	Project Engineer I / Geologist I	Staff Engineer / Geologist	Drafter	Project Coordinator	Administrative Assistant	Special Inspector	Senior Technician	Staff Technician	Special Inspector (Masonry) **	Special Inspector II (Welding) **	Laborer Technician **	Soils/Asphalt Technician **	Concrete Technician **	HOURS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST PER TASK																								
	Crawford Staff	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD																											
Hourly Rate	\$275.00	\$255.00	\$255.00	\$245.00	\$210.00	\$225.00	\$205.00	\$180.00	\$180.00	\$160.00	\$150.00	\$140.00	\$125.00	\$135.00	\$115.00	\$138.00	\$120.00	\$110.00	\$200.00	\$195.00	\$145.00	\$185.00	\$175.00																												
TASK NO. 1																																																			
Preliminary Coordination				2.00							5.00			1.00	1.00										9.00	\$ 1,490.00	\$ -	\$ 1,490.00																							
Task 1 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	\$ 1,490.00	\$ -	\$ 1,490.00																								
TASK NO. 2																																																			
Infiltration Rate Testing				2.00							8.00													10.00	\$ 1,690.00	\$ 2,427.00	\$ 4,117.00																								
Task 2 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	\$ 1,690.00	\$ 2,427.00	\$ 4,117.00																									
TASK NO. 3																																																			
Infiltration Data Letter				2.00							6.00		2.00	1.00	1.00								12.00	\$ 1,890.00	\$ -	\$ 1,890.00																									
Task 3 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	2.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	\$ 1,890.00	\$ -	\$ 1,890.00																									
Subtotal - Hours/Tasks	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00	0.00	2.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.00																												
Overtime and Graveyard Charges May Apply																											TOTAL LABOR COST:	\$	5,070.00																						
(*) Indicates Key Staff																											OTHER DIRECT COSTS:	\$	2,427.00																						
(**) Indicates Prevailing Wage Classifications																											TOTAL ESTIMATED FEE:	\$	7,497.00																						

April 21, 2026

Geotechnical Scope of Services

Maria Carrillo High School

Infiltration Testing

Santa Rosa, CA

PROJECT DESCRIPTION

Crawford and Associates, Inc (Crawford) understands that Greystone West (Greystone) and Valley Precision Grading (VPG) are working with Santa Rosa City Schools (SRCS) to support the proposed turf replacement at Elsie Allen High School. Crawford will support Greystone, VPG, and SRCS by performing infiltration testing to determine drainage conditions.

We understand the process includes the following:

- Open three areas to review the current function of the existing synthetic turf drainage system. This will be accomplished by cutting three, three-sided squares (to be performed by VPG). VPG will roll up the carpet and remove any pad or fabric to expose the aggregate surface.
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SCOPE OF SERVICES

Task 1: Preliminary Coordination

- Review existing information pertinent to the project including nearby geotechnical reports (if available)

Task 2: Infiltration Rate Testing

Crawford will perform infiltration rate testing at a total of 3 locations. The infiltration rate tests depths will be determined while on-site. An engineer or geologist from our office will perform infiltration rates tests in the field using the constant or falling-head test method. We will also visually classify subsoil materials encountered.

Task 3: Infiltration Data Letter

Crawford will prepare a letter to include the following:

- Project description.
- Infiltration rate test results.
- Limitations.
- Infiltration Rate Testing Map.



Task 3 Deliverables: Infiltration Data Letter

PROJECT SCHEDULE

We estimate being ready to mobilize for infiltration testing within 2 weeks of authorization. We will provide the Infiltration Data Letter within two to three weeks after infiltration testing.

ASSUMPTIONS

- Rights-of-entry will be provided by SRCS.
- If required, VPG will be responsible for submitting a USA 811 North ticket to locate underground utilities
- Excavations and turf removal and re-installation will be performed by VPG.
- Water trailer, if necessary, will be provided by VPG.
- Work hours will be between 7 am and 5 pm weekdays.
- Drainage recommendations will be provided by VPG.

FEE

We attach a fee itemization to complete the above scope of services.

We appreciate the opportunity to propose and support this project. Please do not hesitate to contact the undersigned with any questions.

Sincerely,
Crawford & Associates, Inc

Attachment: Fee Itemization

Project Nam **Maria Carrillo High School Infiltration Testing**
 County/City: Santa Rosa, CA
 Services: Infiltration Testing

Date: **4/21/2026**

Crawford & Associates, Inc. Tasks and Descriptions	Principal *	Senior Project Manager *	Construction Services Director	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer I	Senior Geologist	Project Engineer III / Geologist III	Project Engineer II / Geologist II	Project Engineer I / Geologist I	Staff Engineer / Geologist	Drafter	Project Coordinator	Administrative Assistant	Special Inspector	Senior Technician	Staff Technician	Special Inspector (Masonry) **	Special Inspector II (Welding) **	Laborer Technician **	Soils/Asphalt Technician **	Concrete Technician **	HOURS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST PER TASK																								
	Crawford Staff	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD																											
Hourly Rate	\$ 275.00	\$ 255.00	\$ 255.00	\$ 245.00	\$ 210.00	\$ 225.00	\$ 205.00	\$ 180.00	\$ 180.00	\$ 160.00	\$ 150.00	\$ 140.00	\$ 125.00	\$ 135.00	\$ 115.00	\$ 138.00	\$ 120.00	\$ 110.00	\$ 200.00	\$ 195.00	\$ 145.00	\$ 185.00	\$ 175.00																												
TASK NO. 1																																																			
Preliminary Coordination				2.00							5.00			1.00	1.00									9.00	\$ 1,490.00	\$ -	\$ 1,490.00																								
Task 1 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	\$ 1,490.00	\$ -	\$ 1,490.00																								
TASK NO. 2																																																			
Infiltration Rate Testing				2.00							8.00													10.00	\$ 1,690.00	\$ 2,427.00	\$ 4,117.00																								
Task 2 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	\$ 1,690.00	\$ 2,427.00	\$ 4,117.00																								
TASK NO. 3																																																			
Infiltration Data Letter				2.00							6.00		2.00	1.00	1.00									12.00	\$ 1,890.00	\$ -	\$ 1,890.00																								
Task 3 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	2.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	\$ 1,890.00	\$ -	\$ 1,890.00																								
Subtotal- Hours/Tasks	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00	0.00	2.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.00																											
Overtime and Graveyard Charges May Apply																									TOTAL LABOR COST:		\$ 5,070.00																								
(*) Indicates Key Staff																									OTHER DIRECT COSTS:		\$ 2,427.00																								
(**) Indicates Prevailing Wage Classifications																									TOTAL ESTIMATED FEE:		\$ 7,497.00																								

April 21, 2026

Geotechnical Scope of Services

Montgomery High School

Infiltration Testing

Santa Rosa, CA

PROJECT DESCRIPTION

Crawford and Associates, Inc (Crawford) understands that Greystone West (Greystone) and Valley Precision Grading (VPG) are working with Santa Rosa City Schools (SRCS) to support the proposed turf replacement at Elsie Allen High School. Crawford will support Greystone, VPG, and SRCS by performing infiltration testing to determine drainage conditions.

We understand the process includes the following:

- Open three areas to review the current function of the existing synthetic turf drainage system. This will be accomplished by cutting three, three-sided squares (to be performed by VPG). VPG will roll up the carpet and remove any pad or fabric to expose the aggregate surface.
- Crawford staff will perform infiltration testing over the existing trench drain lines and at one location in the field of play area. Areas over the trench drains will be tested initially to evaluate the current conditions. If infiltration rates are low, then a small excavation will be performed by VPG to evaluate the condition and develop a plan to correct the drainage challenge.

SCOPE OF SERVICES

Task 1: Preliminary Coordination

- Review existing information pertinent to the project including nearby geotechnical reports (if available)

Task 2: Infiltration Rate Testing

Crawford will perform infiltration rate testing at a total of 3 locations. The infiltration rate tests depths will be determined while on-site. An engineer or geologist from our office will perform infiltration rates tests in the field using the constant or falling-head test method. We will also visually classify subsoil materials encountered.

Task 3: Infiltration Data Letter

Crawford will prepare a letter to include the following:

- Project description.
- Infiltration rate test results.
- Limitations.
- Infiltration Rate Testing Map.



Task 3 Deliverables: Infiltration Data Letter

PROJECT SCHEDULE

We estimate being ready to mobilize for infiltration testing within 2 weeks of authorization. We will provide the Infiltration Data Letter within two to three weeks after infiltration testing.

ASSUMPTIONS

- Rights-of-entry will be provided by SRCS.
- If required, VPG will be responsible for submitting a USA 811 North ticket to locate underground utilities
- Excavations and turf removal and re-installation will be performed by VPG.
- Water trailer, if necessary, will be provided by VPG.
- Work hours will be between 7 am and 5 pm weekdays.
- Drainage recommendations will be provided by VPG.

FEE

We attach a fee itemization to complete the above scope of services.

We appreciate the opportunity to propose and support this project. Please do not hesitate to contact the undersigned with any questions.

Sincerely,
Crawford & Associates, Inc

Attachment: Fee Itemization

Project Nam **Montgomery High School Infiltration Testing**
 County/City: Santa Rosa, CA
 Services: Infiltration Testing

Date: **4/21/2026**

Crawford & Associates, Inc. Tasks and Descriptions	Principal *	Senior Project Manager *	Construction Services Director	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer I	Senior Geologist	Project Engineer III / Geologist III	Project Engineer II / Geologist II	Project Engineer I / Geologist I	Staff Engineer / Geologist	Drafter	Project Coordinator	Administrative Assistant	Special Inspector	Senior Technician	Staff Technician	Special Inspector (Masonry) **	Special Inspector II (Welding) **	Laborer Technician **	Soils/Asphalt Technician **	Concrete Technician **	HOURS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST PER TASK																							
	Crawford Staff	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD																										
Hourly Rate	\$275.00	\$255.00	\$255.00	\$245.00	\$210.00	\$225.00	\$205.00	\$180.00	\$180.00	\$160.00	\$150.00	\$140.00	\$125.00	\$135.00	\$115.00	\$138.00	\$120.00	\$110.00	\$200.00	\$195.00	\$145.00	\$185.00	\$175.00																											
TASK NO. 1																																																		
Preliminary Coordination				2.00							5.00			1.00	1.00										9.00	\$ 1,490.00	\$ -	\$ 1,490.00																						
Task 1 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	\$ 1,490.00	\$ -	\$ 1,490.00																							
TASK NO. 2																																																		
Infiltration Rate Testing				2.00							8.00													10.00	\$ 1,690.00	\$ 2,427.00	\$ 4,117.00																							
Task 2 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	\$ 1,690.00	\$ 2,427.00	\$ 4,117.00																								
TASK NO. 3																																																		
Infiltration Data Letter				2.00							6.00		2.00	1.00	1.00									12.00	\$ 1,890.00	\$ -	\$ 1,890.00																							
Task 3 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	2.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	\$ 1,890.00	\$ -	\$ 1,890.00																								
Subtotal - Hours/Tasks	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00	0.00	2.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.00																											
Overtime and Graveyard Charges May Apply																											TOTAL LABOR COST:	\$	5,070.00																					
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(**) Indicates Prevailing Wage Classifications																											TOTAL ESTIMATED FEE:	\$	7,497.00																					

April 21, 2026

Geotechnical Scope of Services

Piner High School

Infiltration Testing

Santa Rosa, CA

PROJECT DESCRIPTION

Crawford and Associates, Inc (Crawford) understands that Greystone West (Greystone) and Valley Precision Grading (VPG) are working with Santa Rosa City Schools (SRCS) to support the proposed turf replacement at Elsie Allen High School. Crawford will support Greystone, VPG, and SRCS by performing infiltration testing to determine drainage conditions.

We understand the process includes the following:

- Open three areas to review the current function of the existing synthetic turf drainage system. This will be accomplished by cutting three, three-sided squares (to be performed by VPG). VPG will roll up the carpet and remove any pad or fabric to expose the aggregate surface.
- Crawford staff will perform infiltration testing over the existing trench drain lines and at one location in the field of play area. Areas over the trench drains will be tested initially to evaluate the current conditions. If infiltration rates are low, then a small excavation will be performed by VPG to evaluate the condition and develop a plan to correct the drainage challenge.

SCOPE OF SERVICES

Task 1: Preliminary Coordination

- Review existing information pertinent to the project including nearby geotechnical reports (if available)

Task 2: Infiltration Rate Testing

Crawford will perform infiltration rate testing at a total of 3 locations. The infiltration rate tests depths will be determined while on-site. An engineer or geologist from our office will perform infiltration rates tests in the field using the constant or falling-head test method. We will also visually classify subsoil materials encountered.

Task 3: Infiltration Data Letter

Crawford will prepare a letter to include the following:

- Project description.
- Infiltration rate test results.
- Limitations.
- Infiltration Rate Testing Map.



Task 3 Deliverables: Infiltration Data Letter

PROJECT SCHEDULE

We estimate being ready to mobilize for infiltration testing within 2 weeks of authorization. We will provide the Infiltration Data Letter within two to three weeks after infiltration testing.

ASSUMPTIONS

- Rights-of-entry will be provided by SRCS.
- If required, VPG will be responsible for submitting a USA 811 North ticket to locate underground utilities
- Excavations and turf removal and re-installation will be performed by VPG.
- Water trailer, if necessary, will be provided by VPG.
- Work hours will be between 7 am and 5 pm weekdays.
- Drainage recommendations will be provided by VPG.

FEE

We attach a fee itemization to complete the above scope of services.

We appreciate the opportunity to propose and support this project. Please do not hesitate to contact the undersigned with any questions.

Sincerely,
Crawford & Associates, Inc

Attachment: Fee Itemization

Project Nam **Piner High School Infiltration Testing**
 County/City: Santa Rosa, CA
 Services: Infiltration Testing

Date: **4/21/2026**

Crawford & Associates, Inc. Tasks and Descriptions	Principal *	Senior Project Manager *	Construction Services Director	Project Manager II	Project Manager I	Senior Engineer II	Senior Engineer I	Senior Geologist	Project Engineer III / Geologist III	Project Engineer II / Geologist II	Project Engineer I / Geologist I	Staff Engineer / Geologist	Drafter	Project Coordinator	Administrative Assistant	Special Inspector	Senior Technician	Staff Technician	Special Inspector (Masonry) **	Special Inspector II (Welding) **	Laborer Technician **	Soils/Asphalt Technician **	Concrete Technician **	HOURS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST PER TASK																										
	Crawford Staff	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD																													
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Task 1 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	\$ 1,490.00	\$ -	\$ 1,490.00																										
TASK NO. 2																																																					
Infiltration Rate Testing				2.00							8.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		10.00	\$ 1,690.00	\$ 2,427.00	\$ 4,117.00																									
Task 2 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	\$ 1,690.00	\$ 2,427.00	\$ 4,117.00																										
TASK NO. 3																																																					
Infiltration Data Letter				2.00							6.00		2.00	1.00	1.00										12.00	\$ 1,890.00	\$ -	\$ 1,890.00																									
Task 3 - Hours	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	2.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	\$ 1,890.00	\$ -	\$ 1,890.00																										
Subtotal - Hours/Tasks	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00	0.00	2.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.00																													
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																								OTHER DIRECT COSTS:		\$ 2,427.00																											
																								TOTAL ESTIMATED FEE:		\$ 7,497.00																											

April 21, 2026

Geotechnical Scope of Services

Santa Rosa High School

Infiltration Testing

Santa Rosa, CA

PROJECT DESCRIPTION

Crawford and Associates, Inc (Crawford) understands that Greystone West (Greystone) and Valley Precision Grading (VPG) are working with Santa Rosa City Schools (SRCS) to support the proposed turf replacement at Elsie Allen High School. Crawford will support Greystone, VPG, and SRCS by performing infiltration testing to determine drainage conditions.

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SCOPE OF SERVICES

Task 1: Preliminary Coordination

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Crawford will prepare a letter to include the following:

- Project description.
- Infiltration rate test results.
- Limitations.
- Infiltration Rate Testing Map.



Task 3 Deliverables: Infiltration Data Letter

PROJECT SCHEDULE

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ASSUMPTIONS

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- Drainage recommendations will be provided by VPG.

FEE

We attach a fee itemization to complete the above scope of services.

We appreciate the opportunity to propose and support this project. Please do not hesitate to contact the undersigned with any questions.

Sincerely,
Crawford & Associates, Inc

Attachment: Fee Itemization

Contract Number:

3

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated **May 5, 2026**, for reference purposes only, and is made by and between the **Santa Rosa Elementary School District** (“District”) and **NorBay Consulting - A Vista Environmental Consulting Company** (“Consultant”), (together, “Parties”).

RECITALS

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, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

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 JMES TK Bathroom (the “Project”). See the proposal &/or other work scope defining document attached.
2. Term. This Agreement and the Parties’ obligations hereunder shall commence on May 14, 2026, commencement date following Board ratification. Consultant shall diligently perform as required and complete performance during the life of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. Submittal of Documents. The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the following documents:
 - 3.1 Signed Agreement
 - 3.2 Insurance Endorsements
 - 3.3 Workers’ Compensation Certification
 - 3.4 Conflict Of Interest Statement Certification
 - 3.5 W-9 Form
 - 3.6 Scope of Work
 - 3.7 Fingerprinting/Criminal Background Certification

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of One Thousand Four Hundred Fifteen Dollars (\$1,415.00). Consultant shall provide a monthly invoice of the amount of Fees due for Services rendered in the prior month accompanied by documentation reasonably requested by District substantiating all charges, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice.
5. Expenses. Expenses will not be charged for Consultant's performance of these Services, with the exception of "none".
6. Materials. Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or the Consultant employees, agents, representatives or Consultants (collectively, "Consultant Parties"), even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.
7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent Consultant. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.
8. Performance of Services / Standard of Care.
 - 8.1 Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations.
 - 8.1.1 Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an

efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

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

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

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

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

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

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

10. Intellectual Property.

10.1 Consultant acknowledges and agrees that any and all work product, including any deliverables, it conceives, creates, develops, or reduces to practice, in whole or part, during the term of the Agreement, including without limitation, all "works of original authorship" and all content, inventions, improvements, enhancements, designs, ideas, source code, software applications, formula, processes, techniques, discoveries, or know-how, whether or not patentable or copyrightable, are "works for hire" and are and/or shall become and remain the sole and exclusive property of the District and the District shall be the sole owner of all patents, copyrights, and other rights in connection therewith throughout the world. To the extent any such works are not deemed works for hire, Consultant hereby assigns to the District, Consultant's entire right, title, and interest

in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Consultant while working for or on behalf of the District, which relates to, is suggested by, or results from matters set forth in any active Statement of Work and depends on either:

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

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

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

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

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

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

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

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

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

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

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

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

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

11.8 Consultant becomes incapable to perform any of the Services.

12. Dispute Resolution

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

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

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

12.3 Government Claim Requirements. The Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District

12.4 Arbitration. In the event that mediation is unsuccessful, to the extent applicable law does not otherwise provide, any dispute, claim or controversy between or among the District and Inspection Firm arising out of or in any way relating to this Agreement shall be determined by confidential, binding arbitration in the county in which the District's administrative offices are located before a neutral arbitrator. The arbitration shall be

administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this Agreement) with respect to any final arbitration award pursuant to this Agreement. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) in the county in which the District's administrative offices is located. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

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

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

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

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

13. Termination.

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

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

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

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

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

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

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

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

15. Insurance.

15.1 Insurance Requirement

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

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

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

15.2 Proof of Carriage of Insurance.

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

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

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

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

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

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

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

22. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

26. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any

special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

Notice to District:

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

Notice to Consultant:

**NorBay Consulting - A Vista
Environmental Consulting Company**
1301 Redwood Way, Suite 171
Petaluma, CA 94954
Attention: Mike Gerhold

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

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

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

31. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. Time is of the Essence. Time is of the essence in the performance of this Agreement. Consultant acknowledges that timely completion of the Services is critical to the District and that any delay in performance may cause substantial harm to the District. Consultant shall diligently perform its obligations and ensure that all deadlines specified in this Agreement, or otherwise agreed upon in writing, are met. Failure to perform the Services within the required timeframe may constitute a material breach of this Agreement, subjecting Consultant to any remedies available under this Agreement or at law, including but not limited to termination for cause and damages resulting from the delay.
34. Incorporation of Recitals and Exhibit. The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
35. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
36. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
37. Captions and Interpretations. Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
38. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
39. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
40. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
41. Conflict of Interest. Consultant warrants that neither Consultant nor any of its employees, agents, or subconsultants has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals

shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

42. Additional Terms. The parties acknowledge that Consultant may have submitted a proposal in connection with the services and/or materials to be provided under this Agreement. Any terms or conditions contained in such proposal shall be of no force or effect and shall not apply to or modify the rights and obligations of the parties hereunder. The relationship between the parties shall be governed solely by the terms of this Agreement, except that the proposal may be referenced solely for the limited purpose of describing the scope, specifications, or other factual information regarding the services or materials to be provided.

43. Sanctions in Response to Russian Aggression. The Consultant acknowledges and agrees that if any state funds are used in connection with this Agreement, the Consultant must comply with all economic sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including, but not limited to, those outlined in Executive Order N-6-22. The Consultant shall ensure that no funds received under this Agreement are used in violation of such sanctions. If this Agreement is valued at \$5 million or more, the Consultant must generate a report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Such report shall be retained by Consultant and made available to the District or any other appropriate State department upon request. Failure to comply with these sanctions may result in the termination of this Contract at the sole discretion of the District and may subject the Consultant to additional penalties as provided by law.

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

DISTRICT:

CONSULTANT:

Santa Rosa Elementary School District

NorBay Consulting - A Vista Environmental Consulting Company

By: _____

By: Michael Gerhold

Name: Lisa August Hulme

Name: Michael Gerhold

Title: Interim Superintendent

Title: Project Manager

Date: _____

Date: 5/5/2026

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 5/5/2026

Name of Consultant: Michael Gerhold

Signature: *Michael Gerhold*

Print Name: Michael Gerhold

Title: Project Manager

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

CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

Date:	<u>5/5/2026</u>
Name of Consultant:	<u>Michael Gerhold</u>
Signature:	<u><i>Michael Gerhold</i></u>
Print Name:	<u>Michael Gerhold</u>
Title:	<u>Project Manager</u>

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

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

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

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

Surveillance of Employees by District personnel.

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

MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE:

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

Date: 5/5/2026

Name of Consultant: Michael Gerhold

Signature: *Michael Gerhold*

Print Name: Michael Gerhold

Title: Project Manager

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT



May 5, 2026

Mr. Erik Oden
Santa Rosa City Schools
110 Stony Point Road #210
Santa Rosa, CA 95401

**SUBJECT: REQUEST FOR PROPOSAL
SAMPLING FOR ASBESTOS AND LEAD
JAMES MONROE ES, SANTA ROSA, CALIFORNIA**

Dear Mr. Oden:

Enclosed you will find NorBay Consulting – A Vista Environmental Consulting Company’s (NBC-V) proposal for conducting sampling for asbestos and lead of the bathroom scheduled to be disturbed at James Monroe Elementary School in Santa Rosa, California. This inspection is required by the Bay Area Air District (BAAD) and Cal-OSHA regulations.

NBC-V PROPOSAL

Our proposed scope of work includes the following:

- Conduct an inspection for asbestos and collect bulk samples of suspect asbestos containing materials within the path of construction.
- Bulk samples will be analyzed for asbestos by a certified laboratory utilizing Polarized Light Microscopy (PLM). If analytical results indicate the presence of materials containing <1% asbestos per PLM, then additional analysis by Point Count is required.
- Conduct a lead inspection utilizing a Sci-Aps X-550 direct reading instrument.
- Generate a final report to include results, recommendations, laboratory reports, chain of custody forms and a spread sheet of lead readings.
- The inspection will be conducted by Cal-OSHA and CDPH certified personnel.

NBC-V FEE SCHEDULE

• Site Visit/travel	Flat Rate	\$ 850.00
• Sample Analysis	10 PLM @ \$ 28.00 ea.	\$ 280.00
• Sample Analysis (point count)	3 PC @ \$ 95.00 ea.	<u>\$ 285.00</u>
• TOTAL PROPOSAL		\$ 1,130.00
• TOTAL PROPOSAL W/POINT COUNT		\$ 1,415.00

Please note that this proposal is based off previous experience with similar sized projects and Santa Rosa City Schools would only be charged for the number of samples collected during our inspection.

*1301 Redwood Way, Suite 171
Petaluma, California 94954*

Request for Proposal
Sampling for Asbestos and Lead
James Monroe ES, Santa Rosa, CA

NBC-V appreciates the opportunity to provide you with this proposal. If you have any questions regarding this proposal or if you require additional information, please do not hesitate to contact me.

Sincerely,
NORBAY CONSULTING – *A Vista Environmental Consulting Company*

Mike Gerhold

Mike Gerhold
Certified Asbestos Consultant #19-6663
CDPH Lead Inspector/Assessor LRC-15304

ACKNOWLEDGEMENT

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

Signed: _____ Date: _____

Print Name and Title: _____

Project Name or Order Number: _____

Contract Number:

4



Jonette Johnson <jonette.johnson@vpcsonline.com>

Santa Rosa Middle School Title Transfer

Team Emily Mossi <teammossi@firstam.com>

Tue, May 5, 2026 at 7:54 AM

To: Jonette Johnson <jonette.johnson@vpcsonline.com>, Catherine Gotfrid <cgotfrid@srcs.k12.ca.us>

Cc: Team Emily Mossi <teammossi@firstam.com>, Erik Oden <eoden@srcs.k12.ca.us>, Facilities Facilities <facilities@srcs.k12.ca.us>, Brian Cameron <brian@vpcsonline.com>, Felicia Silveira <felicia.silveira@vpcsonline.com>

Good Morning!

Preparing documents for The title transfer on this one, the costs for doc prep and recording should not exceed the amount of \$500.00.



****Beware of cyber-crime! If you receive an e-mail or any other communication that appears to be generated from a FIRST AMERICAN TITLE COMPANY employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust. Our wire instructions do not change.****

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If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message immediately thereafter. Thank you

From: Jonette Johnson <jonette.johnson@vpcsonline.com>
Sent: Monday, May 4, 2026 1:55 PM**To:** Catherine Gotfrid <cgotfrid@srcs.k12.ca.us>**Cc:** Team Emily Mossi <teammossi@firstam.com>; Erik Oden <eoden@srcs.k12.ca.us>; Facilities Facilities <facilities@srcs.k12.ca.us>; Brian Cameron <brian@vpcsonline.com>; Felicia Silveira <felicia.silveira@vpcsonline.com>**Subject:** Re: Santa Rosa Middle School Title Transfer

Dear Emily,

I am following up to see if you can provide a proposal or statement for the Santa Rosa Middle School title transfer to the Elementary School District, with a "not to exceed" amount of \$500.

Please let me know if you have any questions or need further information.

Sincerely,

Jonette Johnson | Project Coordinator



Mobile: (707) 337-9399 | Office: (707) 438-3790

E-mail: jonette.johnson@vpcsonline.com

Address: 450 Chadbourne Road, Suite B., Fairfield, CA 94534



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On Thu, Apr 9, 2026 at 2:06 PM Catherine Gotfrid <cgotfrid@srcs.k12.ca.us> wrote:

Hi Emily, I'm in a meeting this afternoon but I received your voicemail. Attached is a condition of title report for the Santa Rosa MS campus, and a snip below of the city GIS showing the address of the property of 500 E Street.

Please let me know if you have any questions. Thank you.



[Quoted text hidden]
[Quoted text hidden]

Contract Number:

5



Re: Issue #538774, Billing Review - 1349284 - Santa Rosa City Schools

Tanner LaSalle <tanner.lasalle@airespring.com> Wed
 To: Beatrice Gonzales <bgonzales@srcs.k12.ca.us>
 Cc: "Roberto Evalle Jr." <roberto.evallejr@airespring.com>, collections <accountsreceivable@airespring.com>, Jennifer Welsh <jennifer.welsh@airespring.com>, Andrea Pineda <andrea.pineda@airespring.com>, Sarina Martin <sarina.martin@airespring.com>, Sophie Alfaro <sophie.alfaro@airespring.com>, Dana Muoio <dana.muio@airespring.com>, Marcus Smith <marcus.smith@airespring.com>, J <josue.aragon@airespring.com>, Mario Cortez <mario.cortez@airespring.com>, Tiffany Jordan <Tiffany.Jordan@airespring.com>, IssueTrak <IssueTrak@airespring.com>, Adrian Bica <abica@airespring.com>, Jonette Johnson <jonette.johnson@vpcsonline.com>

Hello Beatrice,

In reviewing the payments and charges, it appears the remaining balance of \$8,050.73 results from taxes on the construction charge plus your regular billing for May.

Please note that, as per the attached Memorandum of Understanding, there are taxes applicable on the construction charges since this was done within the state of California.

11. California Only: If the Special Construction is located in California, the parties agree that in accordance with CPUC decision 87-09-026, the **taxes** attributable to state and federal income **may be assessed** against this Special Construction and shall be paid for by Customer.

As such, if payment was made only for the estimated construction quote of \$26,544.51, there would be a remaining balance for the taxes on the construction charge plus your normal

From what I can see, it looks like payments of \$3,981.16 were made to cover the remaining balance from April, and then a payment of \$22,563.35 + \$3,981.16 = \$26,544.51 was made to cover the construction charge.

Please see the below record of recent payments, breakdown of the remaining balance owed, and breakdown of the May invoice.

Recent Payment Records:

Most Recent Payments

Cycle Date	Entry Date	Type	Reference
04/2026	04/28/2026	Check	366752
04/2026	04/24/2026	Check	366646
04/2026	04/24/2026	Check	366646

Remaining Balance Owed:

Construction Charge	Estimated Tax on Construction	Pymt on Construction Charge	Remainder due on Construction
\$ 26,544.51	\$ 3,819.74	\$ (26,544.51)	\$ 3,819.74

May Charges w/o Construction	Pymt on May Charges	Remainder Due on May Charges
\$ 4,230.99	\$ 0.00	\$ 4,230.99

Previous Balance	New Charges	Payments	Remaining Balance Due
\$ 3,981.16	\$ 34,595.24	\$ (30,525.67)	\$ 8,050.73

May Invoice Breakdown:

May invoice total: **\$34,595.24**

Account 1349284 (Parent): \$60.60

- Non-Recurring Charges: **\$50.00**
 - 2 Check Processing Fees
- Taxes/Fees: **\$10.60**

Account 1349285 (CTF): \$32,983.14

- Monthly Recurring Charges: **\$1,413.34**
 - Internet: \$748.01
 - Voice: \$665.33
- Non-Recurring Charges: **\$26,544.51**
 - Construction Charge
- Usage: **\$626.11**
 - Directory Assist: \$1.99
 - DID - Inbound Calls: \$4.37
 - Local - Outbound Calls: \$0.25
 - Long Distance Calls: \$619.50
- Taxes/Fees: **\$4,399.18**
 - Taxes on MRCs: \$414.91*
 - Taxes on NRCs: \$3,819.74*
 - Taxes on Usage: \$164.53*

Account 1349286 (Elsie Allen): \$1,551.50

- Monthly Recurring Charges: **\$1,193.66**
 - Internet: \$748.01
 - Voice: \$445.65

- Taxes/Fees: **\$357.84**

*Note that the tax breakout items are only estimates - I am not a tax expert so the amount of tax generated from each category was simply approximated. The total tax amount is accurate on the invoice.

Thank you,

Tanner LaSalle

Billing Assurance Analyst

Please reply above this line



Direct (818) 738 1931

tanner.lasalle@airespring.com

www.airespring.com | [Twitter](#) | [Facebook](#) | [LinkedIn](#)

From: Beatrice Gonzales <bgonzales@srcs.k12.ca.us>**Sent:** Tuesday, May 5, 2026 2:58 PM**To:** Roberto Evalle Jr. <roberto.evallej@airespring.com>**Cc:** collections <accountsreceivable@airespring.com>; Jennifer Welsh <jennifer.welsh@airespring.com>; Tanner LaSalle <tanner.lasalle@airespring.com>; Andre <andrea.pineda@airespring.com>; Sarina Martin <sarina.martin@airespring.com>; Sophie Alfaro <sophie.alfaro@airespring.com>; Dana Muoio <dana.muio@airespring.com>; Marcus Smith <marcus.smith@airespring.com>; Josue Aragon <josue.aragon@airespring.com>; Mario Cortez <mario.cortez@airespring.com>; Tiffany Jordan <Tiffany.Jordan@airespring.com>; IssueTrak <IssueTrak@airespring.com>; Adrian Bica <abica@srcs.k12.ca.us>; Jonette Johnson <jonette.johnson@vpcsonline.com>**Subject:** [External] Re: Issue #538774, Billing Review - 1349284 - Santa Rosa City Schools

You don't often get email from bgonzales@srcs.k12.ca.us. [Learn why this is important](#)

****Notification** This email was sent from outside of AireSpring.**

[Quoted text hidden]

2 attachments**Order #236201 - 1349285 - Santa Rosa City Schools - CTF - Signed MOU.pdf**
1652K**Santa Rosa City Schools - 05.01.26 Inv.PDF**
151K

Contract Number:

6

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

5/5/2026

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

Re: Proposal for project inspection services (**REVISED**)
Elsie Allen High School – Roofing Replacement

Mr. Oden,

I am pleased to submit this proposal for on-site project inspection services for the Elsie Allen High School roofing replacement project.

Scope of Services

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

Fee

Compensation for inspection services shall be based on an hourly fee of \$140.00/hour.

Estimated time: 269 hours total (44 hours in March and April 2026 plus an average of 15 hours/week for a construction duration of 15 weeks from 5/1/26 through 8/14/2026)

Estimated fee: \$37,660.00

If required, general liability insurance will be provided for an additional cost of \$300.00.

The fee shall include on-site inspection (2 hour minimum charge per visit) and time required to write reports, review plans, process communications, travel to site, file project materials, submit DSA forms and attend meetings.

Indemnification

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

Insurance

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

Termination of Agreement

This Agreement may be terminated by either party upon five (5) days written notice to the other party. Upon termination, District shall pay Inspector for performance completed prior to termination but shall have no further obligation to Inspector.

Santa Rosa City High School District

date

John Stocksdale

5/5/2020

John Stocksdale
Class 1 Project Inspector #4999

date