Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

Contract Number:

1

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2025 California Uniform Public Construction Cost Accounting Act

Public Contract Code §§ 22000 *et seq.*

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

Santa Rosa High School - DeSoto Hall Cam Locks Installation

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SANTA ROSA HIGH SCHOOL DISTRICT

Santa Rosa High School - DeSoto Hall Cam Locks Installation

1. CONTRACT FOR LABOR AND MATERIALS

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CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials ("Contract") is entered into as of November 4, 2026, by and between the **Santa Rosa High School District,** a California public school district ("District"), and **Cabinet Brokers Installation Inc.** ("Contractor").

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

1. This Contract is made pursuant to:

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

2. Description of Work

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Santa Rosa High School - DeSoto Hall Cam Locks Installation ("Project")**. The location of the Project is 1235 Mendocino Avenue, Santa Rosa, CA 95401 (the "Site").

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

3. Contract Documents

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

4. District Representative

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

5. Architect/Design Professional In Charge

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

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6. Compensation to Contractor

a. **Contract Price**. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the price of Three Thousand Six Hundred Dollars ($3,600) ("Contract Price").

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

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

7. Prevailing Wages

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

8. Project Labor Agreement

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

9. Contract Time

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work Ninety (90) calendar days after the commencement date of the Work set forth in the Notice to Proceed ("Contract Time"). Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

10. Contractors' License

The required classification(s) of California Contractors' License to complete the Project is C-6 ("Contractor's License"). The Contractor certifies that: (i) it is possesses a valid and in good standing Contractors' License, in the necessary class(es) to complete the Project; (ii) that such license shall be in full force and effect for the duration of the Project; and (iii) that all Subcontractors completing any portion of the Project are properly licensed to complete their respective portions of the Project and will remain so properly licensed in full force and at all times for the duration of the Project. The Contractor certifies to the District that the Contractor is a DIR registered contractor and all listed Subcontractors are DIR registered contractors.

11. Limitation on Damages

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

12. Liquidated Damages

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

a. **Delayed Substantial Completion**. If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of One Thousand Dollars ($1,000.00).

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

13. Insurance

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

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

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

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

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

14. Notices

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

If to the District:
Attn: Lisa August Hulme, Associate Superintendent
Santa Rosa High School District
110 Stony Point Road, Suite 210
Santa Rosa, CA 95401

If to the Contractor:

Cabinet Brokers Installation Inc.
15466 Los Gatos Blvd.
Suite 109 PMB176
Los Gatos, CA 95032

15. Hours and Days of Work at the Site

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

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

16. Audit

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

17. Compliance with Law

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

18. Authority to Execute

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

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

Santa Rosa High School District	**Cabinet Brokers Installation Inc.**
By: _____	By: Deana Thurston
Name: Lisa August Hulme	Name: Deana Thurston
Title: Associate Superintendent	Title: Accounting Officer
Date: _____	Date: 10/19/2026

[END OF DOCUMENT]

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SANTA ROSA HIGH SCHOOL DISTRICT

Santa Rosa High School - DeSoto Hall Cam Locks Installation

3. GENERAL CONDITIONS

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GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

6.4 Certified Payroll Records.

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

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

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

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6.6 Competency and Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

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

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

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

9. Payment of the Contract Price. The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in

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connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.

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

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

12. **Delays and Time Extensions.**

12.1 **Excusable Delays.** If completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by District. Excusable Delays shall not result in any increase in the Contract Price. "Excusable Delays" refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.

12.2 The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District,

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priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

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

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

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

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

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14. **Warranty**. The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within Two (2) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

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

16. **Miscellaneous**.

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

16.2 Disputes.

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

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

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

16.2.2.2 Claim Documentation. The Contractor shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other

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costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

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

16.2.3 Meet and Confer.

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

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

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

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

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

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

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

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

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discovery, the right to a jury trial, the recovery of attorney fees and certain rights of appeal.

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

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

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

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

16.3.7 Subcontractor Claims.

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

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

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False Claim Act (Government Code § 12650 *et seq.*). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

16.3.7.3 District Review of Subcontractor Claim. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

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

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

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

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

16.6 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or

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delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.

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

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

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

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

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

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

[END OF GENERAL CONDITIONS]

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SANTA ROSA HIGH SCHOOL DISTRICT

Santa Rosa High School - DeSoto Hall Cam Locks Installation

4. PROJECT FORMS

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GUARANTEE

Project: **Santa Rosa High School - DeSoto Hall Cam Locks Installation**

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

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

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

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

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

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DESIGNATED SUBCONTRACTORS LIST

In compliance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 to 4114, and any amendments thereto, each Contractor shall provide the information requested below for each subcontractor who will perform work, labor or render service to Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5%) of the Contractor's Total Contract Price and shall further set forth the portion of the Work which will be done by each subcontractor. Contractor shall list only one subcontractor for any one portion of the Work.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Contract Price for which no subcontractor was designated in the original Contract Documents shall only be permitted in cases of public emergency or necessity, and then only after District approval.

Pursuant to California Labor Code § 1725.5, for any project exceeding Twenty-Five Thousand Dollars ($25,000), each listed subcontractor must be registered as a Public Works Contractor with the California Department of Industrial Relations (DIR) at the time of Contract execution. Each Contractor shall provide the DIR Public Works Contractor Registration Number for each subcontractor listed. Failure to comply with this requirement may result in rejection.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total Contract Price, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the Contract Documents shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District.

Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the District's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Project: **Santa Rosa High School - DeSoto Hall Cam Locks Installation**

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

Name and Location of Subcontractor | Description of Work to be Subcontracted

Name: _____ _____

Address: _____ _____

Ph: _____ Fax: _____ License No. _____

Subcontractor DIR Registration No. _____

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WORKERS' COMPENSATION CERTIFICATE

Labor Code section 3700, in relevant part, provides:

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

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

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

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NON-COLLUSION AFFIDAVIT

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

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

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DIR REGISTRATION VERIFICATION

I am the Accounting Officer (Title) of Cabinet Brokers Installation Inc. (Contractor Name) ("Contractor")

submitting the accompanying Project Forms for the Work described as **Santa Rosa High School - DeSoto Hall Cam Locks Installation**

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

2. The Contractor's DIR Registration Number is: 1000064817. The expiration date of the Contractor's DIR Registration is June 30, 2028.

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

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

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

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

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

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

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

DRUG-FREE WORKPLACE CERTIFICATION

I, Deana Thurston (Print Name), am the Accounting Officer (Title) of Cabinet Brokers Installation Inc. (Contractor Name)

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

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

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Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the submission for Santa Rosa High School - DeSoto Hall Cam Locks Installation ("Project"), and submitted it to the **Santa Rosa High School District** on behalf of Cabinet Brokers Installation Inc. ("Contractor").

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

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

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

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

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

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

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

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

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

☐ Contractor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.

☐ Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subconsultants, agents, and subconsultants' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

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

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- ☐ Surveillance of Employees by District personnel.

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

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MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

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

2. Notice of Hazardous Waste or Materials

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

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

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

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

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

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

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

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

3. Additional Warranties and Representations

a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe

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and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

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

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

4. Monitoring and Testing

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

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

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

5. Compliance with Laws

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

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of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

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

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

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

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

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

6. Disposal

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

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

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

7. Permits

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

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

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

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

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

8. Indemnification

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

9. Termination

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

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

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

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

LEAD-BASED MATERIALS CERTIFICATION

Santa Rosa High School - DeSoto Hall Cam Locks Installation ("Project") between **Santa Rosa High School District** (the "District") and Cabinet Brokers Installation Inc. (the "Contractor").

This certification provides notice to the Contractor that:

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

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

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

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

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

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

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

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

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

b. Removal or encapsulation of materials containing lead;

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

d. Installation of products containing lead;

f. Lead contamination/emergency cleanup;

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

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

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

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

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

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

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

4. Contractor's Liability

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

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

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

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

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATE

Santa Rosa High School - DeSoto Hall Cam Locks Installation ("Project") between **Santa Rosa High School District** (the "District") and Cabinet Brokers Installation Inc. (the "Contractor").

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

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

CONTRACTOR'S CERTIFICATE REGARDING PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES

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

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

NON-DISCRIMINATION CERTIFICATION

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

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

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

BIDDER'S ACKNOWLEDGEMENT OF PROJECT SCHEDULE

Santa Rosa High School - DeSoto Hall Cam Locks Installation

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

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

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

ACKNOWLEDGED AND AGREED:

Date: 10/19/2026

Proper Name of Contractor: Cabinet Brokers Installation Inc.

Signature: Deana Thurston

Print Name: Deana Thurston

Title: Accounting Officer

Docusign Envelope ID: 3976DBBD-7CD3-87A2-8326-15AF932860EF

Cabinet Brokers Installation Inc.

PROPOSAL

PH (530) 320-4080 Email: cabguy1@comcast.net

DATE: October 13, 2026

TO: **Santa Rosa City Schools**
ATTN: Felicia Silveira – felicia.silveira@vpcsonline.com

PROJECT: **Cam Locks Installation**

GC: **Unknown**
ARCHITECT: **Unknown**
COMPLETION DATE: **Thanksgiving Week**

SCOPE OF WORK FOR THIS BID: Install 39 Cam Locks in cabinetry in 4 classrooms

BASE BID $3,600.00

CLARIFICATIONS TO THIS PROPOSAL:

- **THIS PROPOSAL TO BECOME PART OF SUBCONTRACT AGREEMENT.**

Charles B. Huffman, Owner

Docusign Envelope ID: D70C64CC-4A07-82C1-825B-FB8691A86E49

Contract Number:

2

Docusign Envelope ID: D70C64CC-4A07-82C1-825B-FB8691A86E49

EXHIBIT A

PROJECT ASSIGNMENT #7

This Project Assignment ("Project Assignment") is entered into as of November 4, 2026 ("Effective Date") by and between SANTA ROSA HIGH SCHOOL DISTRICT and SANTA ROSA ELEMENTARY SCHOOL DISTRICT ("District") and F and G Design/Drafting Services ("IOR") pursuant to the Agreement for Project Inspector Services ("Agreement") between the District and Contractor dated February 14, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

District Office and Ed Center, commencing November 2, 2026.

2. IOR Services to be Provided.

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

3. Project Schedule and Project Term.

Commencing November 2, 2026, and estimated completion April 28, 2028.

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4. IOR Budget, Compensation and Payment.

$180,000. The assistant IOR consultant will bill monthly for a contract duration beginning November 2, 2026, and ending April 28, 2028.

5. Special Conditions and/or Miscellaneous Provisions.

Intentionally Blank

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

IOR:	**DISTRICT:**
F and G Design/Drafting Services	Santa Rosa High School District and Santa Rosa Elementary School District
By: A. FRANCO	By: _____
Name: Armando Franco-Estrada	Name: Lisa August Hulme
Title: DSA Class 1 Inspector	Title: Associate Superintendent, Business Services
Date: 10/27/2026	Date: _____

Docusign Envelope ID: D70C64CC-4A07-82C1-825B-FB8691A86E49

1863 ALAN DRIVE
PENNGROVE, CA 94951
PH. (707) 763-3270
FAX (707) 939-4560
INSPECTORAFE@GMAIL.COM

October 20, 2026

Erik Oden
Executive Director
Facilities, Maintenance & Operations
Santa Rosa City Schools
110 Stony Point Road, Unit 225
Santa Rosa, CA 95401
707 890-3800 x80231
c/o VanPelt Construction Services

Mr. Oden,

As you may be aware, the DSA Field Engineer (JingChen Qian) has indicated to the IOR (Robert Stanton) that the District's Office New Construction & Modernization project, based on the construction cost and the complexity of the project, requires an Assistant Inspector.

Santa Rosa City School District Office – New Construction

Based on the Communications with Robert Stanton, Brian Cameron and the **estimated** schedule to complete the project, we have developed this proposal for you.

The work and the fee for the Assistant Inspector cover the period when the District's Office New Construction & Modernization project takes place **tentatively starting November 2, 2026 thru April 28, 2028**.

The **Scope of work** of the Assistant Inspector includes traveling to site, reviewing plans & specs., scheduling special inspections & testing, observing required tests, some communicating with the principal in charge of the project & the general contractor, attending meetings, and writing daily & semi-monthly reports and keeping DSA forms located in the DSA Box updated as required by the DSA.

Fee Proposal

We **estimate** the cost of the **Assistant Inspector** fee to be a lump sum of **$180, 000.00** based on the rate schedule shown below.

IOR Billing Rate Schedule.

DSA Class 2 Current rate is $120.00/hr. Overtime rate is $180.00/hr.

Additional Services

Should the construction period estimated above extend significantly beyond the time as outlined on the preceding paragraph, **the Assistant Inspector** will continue to provide his/her services as noted above and shall be compensated on an hourly basis (4-hour minimum per visit to the site) as per the Billing Rates noted above until the District's Office New Construction & Modernization project has been completed and the facilities are fully operational and in use by the school district.

These additional services must be authorized in writing and signed by both **F and G Design/Inspection Services** and the School District prior to the provision of the services.

Time and Scheduling

The Assistant Inspector Services shall commence on November 2, 2026, or as of the date of signature of this Memorandum, unless otherwise agreed herein in writing. **The Assistant Inspector** shall endeavor to perform his Services on a continuous basis and work under the general direction of the IOR, the owner, architect and engineer of record.

Docusign Envelope ID: D70C64CC-4A07-82C1-825B-FB8691A86E49

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INSPECTORAFE@GMAIL.COM

Compensation

F and G shall be compensated for the Assistant Inspector services as outlined herein on a Lump Sum basis based on the estimate noted above. **F and G** shall bill for the Assistant Inspector services on a monthly basis and shall keep the Client regularly informed of the progress of the work and the cost of services. All bills for services are due upon receipt and delinquent 30 days from the date of invoice. Unpaid balances older than 30 days shall earn interest at the rate of 1% per month.

Termination of Services

This authorization shall continue until all the Assistant Inspector services have been performed and the District's Office New Construction & Modernization are fully operational. This agreement may be terminated by written notice by either party for reasonable cause. **F and G** shall be entitled to compensation for all the Assistant Inspector services performed up to the date of receipt of the termination notice, as per the Billing Rates attached hereto. The Client may choose to temporarily suspend work on the project with written notice to the **F and G**. This memorandum will remain in force through any suspension of the work of the project until such time as the project is terminated or abandoned by the Client in writing. **F and G** shall have the right to suspend work on the project for non-payment of fees beyond thirty days past due, and shall commence work again in a timely manner when all past due fees have been received. **F and G** shall have the right to terminate this agreement for non-payment of fees beyond sixty days past due and shall be entitled to compensation for all services performed until the date of the notice of termination.

Superseding Agreements

Should the scope of services change significantly and/or should F&G and/or the Client desire to modify the terms of engagement, this proposal may be superseded by a more extensive and inclusive agreement for services or by written amendments to this agreement.

If our proposal is acceptable to you, please sign it and return it to our office at your earliest convenience, so we can make arrangements to accommodate your project in our schedule. We look forward to working with you.

AGREED as of the date noted below,

ARMANDO FRANCO. September 15, 2025

Armando Franco Date	Client: Erik Oden Date
DSA Class 1 Certified Inspector	Executive Director
F and G Design/Inspection Services	Facilities, maintenance and Operations
	Santa Rosa City Schools

Contract Number:

3

JONES HALL

LEGAL SERVICES AGREEMENT

BY AND BETWEEN THE SANTA ROSA CITY SCHOOLS AND JONES HALL, A PROFESSIONAL LAW CORPORATION, FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES IN CONNECTION WITH GENERAL OBLIGATION BOND PROCEEDINGS

THIS AGREEMENT is entered into this ___ day of April, 2025, by and between the SANTA ROSA CITY SCHOOLS, consisting of Santa Rosa Elementary School District and Santa Rosa High School District (the "District") and JONES HALL, A PROFESSIONAL LAW CORPORATION (the "Attorneys");

W I T N E S S E T H:

WHEREAS, the District has received authorization to issue general obligation bonds (the "Bonds") pursuant to the laws of the State of California;

WHEREAS, the District intends to issue said Bonds in one or more series pursuant to the laws of the State of California;

WHEREAS, in connection with such proceedings, the District requires the advice and assistance of nationally recognized Bond Counsel and Disclosure Counsel;

WHEREAS, the Attorneys are qualified by training and experience to perform the services of Bond Counsel and Disclosure Counsel and Attorneys are willing to provide such services to the District in connection with the bond issuances and for other financings; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

In consideration of the foregoing and the mutual covenants contained in this Agreement, the District and Attorneys agree as follows:

Section 1. Attorney-Client Relationship. Upon execution of this Agreement, the District will be the Attorney's client and an attorney-client relationship will exist between the District and Attorneys. Attorneys assume that all other parties participating in the bond financing will retain such counsel as they deem necessary and appropriate to represent their interests in connection with the issuance of the bonds. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the District, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services as bond counsel and disclosure counsel are limited to those contracted for in this Agreement; the District's execution of this Agreement will constitute an acknowledgment of those limitations. Attorneys' representation of the District will not affect, however, our responsibility to render an objective Bond Opinion.

Section 2. Scope of Engagement as Bond Counsel. Attorneys shall perform all of the following services as bond counsel in connection with the issuance and sale of the Bonds for the purpose of providing financing for the projects:

a. Consultation and cooperation with the District and District staff to assist in the formulation of a coordinated financial and legal approval and issuance of the Bonds.

b. Preparation of all legal proceedings for the authorization, issuance and delivery of the Bonds by the District; including (a) preparation of a resolution of the governing board of the District authorizing the issuance and sale of the Bonds and approving related documents and actions, (b) preparation of all related financing documents, (c) preparation of all documents required for the closing of the issue, (d) supervising the closing, and (e) preparation of all other proceedings incidental to or in connection with the issuance and sale of the Bonds.

c. Advising the District, from the time Attorneys are hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that interest on the Bonds is exempt from federal income taxation (assuming such issue is issued on a tax-exempt basis).

d. Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion (the "Bond Opinion") approving the validity and enforceability of the proceedings for the authorization, issuance and delivery of the Bonds, and stating that interest on the Bonds is (a) excluded from gross income for purposes of federal income taxes and (b) exempt from California personal income taxation. The Bond Opinion will be addressed to the District, and may also be addressed to the underwriter of the Bonds and other participants in the financing. The Bond Opinion shall be modified, as appropriate, if any portion of the Bonds is issued on a taxable basis.

e. Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law and securities law provisions applicable to the Bonds, as to completeness and accuracy.

f. Assist the District in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.

g. Such other and further services as are normally and traditionally performed by bond counsel in connection with similar financings.

Attorneys' Bond Opinion will be delivered by Attorneys on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys' judgment as to the proper treatment of the Bonds for federal income tax purposes. Attorneys' opinion is not

binding on the Internal Revenue Service ("IRS") or the courts. Attorneys cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the "Code"), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. District acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the District with applicable laws relating to the Bonds.

Section 3. Scope of Engagement as Disclosure Counsel. Attorneys shall perform all of the following services as disclosure counsel in connection with the issuance and sale of the Bonds:

a. Prepare the disclosure document to be reviewed by potential Bond investors, known as the Official Statement (both preliminary and final), or other disclosure documents in connection with the offering of the Bonds.

b. Confer and consult with the officers and administrative staff of the District as to matters relating to the Official Statement.

c. Attend meetings either in person or via teleconference at which the Official Statement is to be discussed, as deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement, or when specifically requested by the District to attend.

d. On behalf of the District, prepare the bond purchase contract or official notice of sale pursuant to which the Bonds will be sold and a continuing disclosure certificate of the District to assist the underwriter with complying with Securities and Exchange Commission Rule 15c2-12.

e. Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the District and the underwriter that, although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys' attention that cause Attorneys to believe that the Official Statement as of the date of the Official Statement or the date of Closing contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that Attorney's may exclude from said statement any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning bond insurance (if any) or the Depository Trust Company and the book-entry system for the Bonds.

Section 4. Excluded Services. Our duties in this engagement are limited to those expressly set forth above in Section 2 and Section 3, except as expressly set forth in a written amendment to this Agreement. Among other things, our duties do not include:

a. Preparing requests for tax rulings from the Internal Revenue Service, or "no-action" letters from the Securities and Exchange Commission.

b. Preparing blue sky or investment surveys with respect to the Bonds, or performing research regarding the District's past compliance with regard to prior undertakings pursuant to Securities and Exchange Commission Rule 15c2-12, if any.

c. Except as described in paragraph 2(b) above, drafting state constitutional or legislative amendments.

d. Pursuing test cases or any other litigation, such as contested validation actions or legal challenges which arise during the financings.

e. Making an investigation or expressing any view as to the creditworthiness of the District or the Bonds.

f. After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking under Securities and Exchange Commission Rule 15c2-12.

g. Representing the District in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.

h. After Closing, unless specifically requested to do so by District, and agreed to by Attorneys, providing continuing advice to the District or any other party concerning any actions that need to be taken regarding the Bonds; e.g., actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

i. Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the District may choose as an investment vehicle for the proceeds of the Bonds, unless the District and Attorneys agree on the terms of such review and compensation for such review.

j. Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the District may choose to enter into in connection with the issuance of the Bonds, unless the District and Attorneys agree on the terms of such review and compensation for such review.

k. Reviewing, advising or opining on service contracts relating to proposed bond projects such as architect contracts, construction contracts or the methods of obtaining said services, or providing advice or opining on or reviewing applications relating to federal or state grant programs or other matching fund programs.

l. Other than explaining legal requirements or considerations, advising on financial or business decisions with respect to a proposed issue, such as the par amount of the debt to be issued or other pricing variables.

m. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Section 5. Conflicts; Prospective Consent. Attorneys represent many political subdivisions, investment banking firms and financial advisory firms. It is possible that during the time that Attorneys are representing the District, one or more of Attorneys present or future clients will have transactions with the District. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the District's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

Section 6. Compensation. For the services of Attorneys performed pursuant to the terms of this Agreement relating to voter-approved bond issuance compensation is a flat fee of $25,000 for Bond Counsel services and $20,000 for Disclosure Counsel services, per series. Related expenditures will be reimbursed in a maximum amount of $1,500 per series of bonds.

The foregoing fees are not set by law but are negotiable between Attorneys and the District.

To the extent the District requires Bond Counsel and/or Disclosure Counsel services in connection with other financings not described herein which Attorneys are qualified to provide, this Agreement may be supplemented by addenda providing the applicable fee.

Section 7. Responsibilities of the District.

(a) General. The District will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the District, or otherwise deemed necessary by Attorneys to render an opinion upon the validity of the proceedings. During the course of this engagement, Attorneys will rely on District to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. Attorneys are not responsible for costs and expenses incurred incidental to the actual issuance and delivery of the Bonds, including the cost of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, and printing and publication costs.

(b) Federal Tax Law-Related Responsibilities. The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. As a condition of Attorneys issuing their opinion, you will be required to make certain representations and covenants to comply with certain restrictions designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. Attorneys' opinion will assume the accuracy of these representations and compliance with these covenants. Attorneys will not undertake to

determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. In this regard, the District agrees to familiarize itself with the relevant requirements and restrictions necessary for the Bonds to qualify for exemption from federal income taxation and to exercise due diligence both before and after issuance of the Bonds in complying with these requirements.

Section 8. Independent Contractor. Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the District.

Section 9. Assignment. Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the District.

Section 10. Termination of Agreement.

(a) Termination by District. This Agreement may be terminated at any time by the District with or without cause upon written notice to Attorneys.

(b) Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to the District if the District fails to follow written legal advice given by Attorneys.

(c) Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the District become its property and shall be delivered to the District by Attorneys.

* * * * *

IN WITNESS WHEREOF, the District and Attorneys have executed this Agreement as of the date first above written.

SANTA ROSA CITY SCHOOLS

By _____
Assistant Superintendent,
Business Services

JONES HALL, A PROFESSIONAL LAW CORPORATION

By _____
Shareholder

Contract Number:

4

REDWOOD
Moving & Storage Inc.

Remit to: 100 Wikiup Drive, Santa Rosa, CA 95403
Phone: 707-545-2001* info@RedwoodMoving.com

INVOICE #: 24982

DATE: 10/20/2026

BILL TO:

Santa Rosa City Schools
c/o VPCS Van Pelt
450 Chadbourne Road, Suite B
Fairfield, CA 94534

TERMS	REP	ACCOUNT #
Due on receipt	PF	SRCS M&O

DESCRIPTION	RATE	QTY	AMOUNT
SANTA ROSA CITY SCHOOLS MAINTENANCE & OPERATIONS			
Office-Moving Service	660.00	8	5,280.00
10% SalesTax 04/01/25	10.00%		0.00

Thank you

Total **$5,280.00**

Payments/Credits **$0.00**

Balance Due **$5,280.00**