

January 30, 2024

Lisa August, Associate Superintendent
Santa Rosa City Schools
211 Ridgeway Avenue
Santa Rosa, CA 95401

Project Name: Santa Rosa City Schools - DSA Project Certification
Proposal Number: TBD/C1

Dear Lisa August,

I am pleased to submit this proposal for limited project certification services incorporating the following terms and conditions:

Scope of the Project

Santa Rosa City Schools (Client) wishes to retain the project certification services of Treva Minks to assist with the Division of the State Architect (DSA) close-out and certification for their projects that were previously closed without certification.

Scope may include, but not limited to, school site inspections, researching and reviewing documentation, meetings with the Division of the State Architect (Oakland Field Office), issuing necessary documentation for DSA approval, coordination with inspectors, architects and other design team members.

This proposal is based on the following assumptions:

Scope of Professional Services

Treva Minks will not provide, nor be responsible for any project consultants. Any required consultants, including, but not limited to, inspector; architect; civil, structural, mechanical, electrical or plumbing engineering, shall be provided by Client.

Treva Minks proposes the following services to accomplish this task:

- Review existing documentation provided by Client, DSA and any other team members
- Determine and implement the best course of action in order to obtain certification.
- Perform site verification (limited to visually observable conditions), if required.
- Meet with Van Pelt, SRCS Representatives or other Design Team Members to confirm methods for developing Post Inspection Construction Programs (PCIP), if required.
- Coordinate PCIP scope of work with Project Inspector of Record, if required.
- Compile necessary documentation for DSA approval and certification.

Compensation – Basic Services

Not to exceed \$30,000 from January 30, 2024 to June 30, 2024, billed monthly at an hourly rate of \$100.00 per hour

Invoicing

Treva Minks shall invoice monthly and payment is due upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of ten percent (10%) per annum. Should the Client fail to pay current invoices for more than sixty (60) days, Treva Minks may stop work on the Project until payment is received or terminate this Agreement. Treva Minks shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this Agreement.

Termination

Either the Client or Treva Minks may, for any reason, terminate this Agreement upon not less than seven (7) days written notice to the other party.

Client's Responsibilities

The Client shall provide full information, including a program, which sets forth the Client's objectives, schedule, constraints, and budget, with reasonable contingencies and criteria. The Client shall also furnish any reports, tests, and surveys, inspection results or other information reasonably requested by Treva Minks or consultants. All of the foregoing shall be furnished at the Client's expense, and Treva Minks shall be entitled to rely upon the accuracy and completeness thereof.

Ownership of Documents

The Drawings, Specifications, and other Contract Documents obtained by Treva Minks during her investigation will be turned over to the District when certification is obtained.

Limit of Liability and Indemnification

Treva Minks agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Treva Minks' negligent acts, errors or omissions in the performance of professional services under this Agreement and Treva Minks' Consultants or anyone for whom Treva Minks is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Treva Minks harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of the Client's contractors, subcontractors, consultants or

anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. Treva Minks is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

Mediation

In an effort to resolve any conflicts that arise the Client and Treva Minks agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Treva Minks further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Authorization

If this agreement meets your approval, please sign and return one of the two originals. Keep one original for your records.

Please call if you have any questions. Your business is greatly appreciated.

Sincerely,

Treva Minks

Treva Minks
Principal

ACCEPTED

Client: Santa Rosa City Schools

Name of Authorized Representative: _____

Title: _____

Signature: _____ Date: _____