

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated January 30, 2024 for reference purposes only and is made by and between the Santa Rosa City Schools (“District”) and BRELJE & RACE CONSULTING ENGINEERS (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).

2. Term. This Agreement and the Parties’ obligations hereunder shall commence February 15, 2024. Consultant shall diligently perform as required and complete performance by April 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of ***Ninety-Seven Thousand Dollars (\$97,000.00)***. This sum shall be payable in monthly installments. The consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

#### 11. Termination.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 Insurance Requirement

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

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

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

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

~~Sexual Abuse and Molestation coverage~~

District Initials \_\_\_\_\_

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

Consultant Initials \_\_\_\_\_

13.2. Proof of Carriage of Insurance.

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

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

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly

performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to the District:**

Erik Oden, Executive Director  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401

**If to the Consultant:**

Brelje & Race Consulting Engineers  
475 Aviation Blvd., Ste 120  
Santa Rosa, CA 95403  
Attention: Brent Beazor, Senior Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Signatures on Following Page]**

**BRELJE & RACE CONSULTING ENGINEERS**

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

Name: Brent Beazor

Title: Vice President

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

**SANTA ROSA CITY SCHOOLS**

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

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

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

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

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

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

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Brent Beazor

Title: Vice President

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

## CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

I \_\_\_ do / \_\_\_ do not have business or financial interests in the Santa Rosa City Schools or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

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

Name: Brent Beazor

Title: Vice President

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

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

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

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

- Surveillance of Employees by District personnel.

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

**MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE:**  
**I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.**

**BRELJE & RACE CONSULTING ENGINEERS**

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

Name: Brent Beazor  
\_\_\_\_\_

Title: Vice President  
\_\_\_\_\_

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

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

**SANTA ROSA CITY SCHOOLS**

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

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

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

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

### HEALTH SCREENING CERTIFICATION

Consultant and the Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

The following Contracted Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
[Attach and sign additional pages, as needed.]

Consultant shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

Consultant further certifies that he/she has carefully read and understands Education Code 49406, regarding health screening requirements for all persons employed by and/or doing services with santa rosa high school School District when such service is in direct proximity to students of the District.

I declare under penalty of perjury the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_

Consultant Signature: \_\_\_\_\_

Date \_\_\_\_\_

Please Print Name: Brent Beazor

Mailing Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ or Tax ID: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Consultant: Please submit this certification to Site/Department with Consultant Service Agreement, if required.

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

**Scope of Engineering Services**

Phase 1: Well Condition and Operation Feasibility Technical Memorandum

Engage the services of a pump & well contractor to perform a video inspection of the existing well at HSMS to ascertain the current well condition.

Engage the services of a hydrogeologist to prepare a technical memorandum for each well.

Prepare and submit the Well Condition and Operation Feasibility Technical Memorandum, for SRCS review.

Phase 2: Preparation of Construction Documents

Develop construction documents that will consist of technical specifications in CSI format and drawings for the proposed improvements.

Phase 3: Bid Assistance

Provide bid assistance by responding to questions from potential contractors, preparing any required addendums, review of low responsive bid for conformance with bid requirements, and contacting references provided by the lowest responsible bidder.



SCOPE OF ENGINEERING SERVICES  
for  
RINCON VALLEY MIDDLE SCHOOL WELL REPLACEMENT  
AND  
HERBERT SLATER MIDDLE SCHOOL WELL COMMISSIONING  
prepared for  
Santa Rosa City Schools  
prepared by  
BRELJE & RACE CONSULTING ENGINEERS (CONSULTANT)  
JANUARY 26, 2024

**PROJECT UNDERSTANDING**

Santa Rosa City Schools (SRCS) desires to irrigate existing fields at Herbert Slater Middle School (HSMS) and Rincon Valley Middle School (RVMS) using water produced by onsite wells.

The existing well at RVMS has an eight-inch PVC casing. The pump has been pulled from the existing well and the well has been video inspected. The video inspection revealed damage to the well casing in several locations. Recently a filtration system was installed at the well.

The existing well at HSMS is a test well drilled by the City of Santa Rosa and has not been equipped to produce water. A review of the well report by ECON indicates that during the well test the water produced was 100 degrees Fahrenheit. The report also indicates the well is relatively inefficient.

The Client desires to improve the two wells to supply water for irrigation at the two middle schools.

The principal items of work are as follows:

- Perform a video inspection of the existing well on the HSMS grounds.
- Review existing documentation of the two wells and results of the video inspection of the well at HSMS.
- Prepare a Technical Memorandum addressing the current conditions and operational feasibility of the existing wells based on the available information and the new video inspection.
- Provide drawings showing the repairs or replacement for each well, appurtenances at each well, and connection to the existing irrigation system.
- Provide technical specifications and bid items for the rehabilitation, repairs, and/or replacement.

Below is an outline description of a phased approach to providing construction documents for the selected improvements based on the above work.

**SCOPE OF SERVICES**

**Phase 1: Well Condition and Operation Feasibility Technical Memorandum**

A pump and well contractor will be engaged to perform a video inspection of the existing well at HSMS to ascertain the current well condition.

A hydrogeologist will be engaged to prepare a technical memorandum for each well. With the exception of the above video, the hydrogeologist will review available information including: videos; well completion reports; well reports; repair recommendations; and other data that may be discovered during the course of the data review.

Upon review of the Well Condition and Operation Feasibility Technical Memorandum, SRCS shall accept the recommended improvements provided in the Technical Memorandum or provide alternate direction as to the desired improvements to be developed during Phase 2.

### **Phase 2: Preparation of Construction Documents**

Upon receiving improvement direction from SRCS the construction documents will be developed. The construction documents will consist of technical specifications in CSI format and drawings for the proposed improvements. The primary specification sections will include piping, well pumps, well repair or replacement methods, and appurtenances. The drawings will include a well section for each well showing the current conditions or the proposed new construction, the proposed improvements to the existing well, the equipment to be installed in the well, the above ground improvements at the well head, and connection to the irrigation supply lines.

### **Phase 3: Bid Assistance**

Bid assistance will consist of responding to questions from potential contractors, preparing any required addendums, review of low responsive bid for conformance with bid requirements, and contacting references provided by the lowest responsible bidder.

### **FEES**

Our fees for this work will be billed monthly on a time and materials basis based on the attached rate schedule until March 1, 2024. The rate schedule will be revised on March 1, 2024; however, the expected new rates are accounted for in the provided budget. Estimated fee budgets are as follows:

Phase 1: \$28,000; Phase 2: \$63,000 and Phase 3: \$6,000. Total: \$97,000.

### **SCHEDULE AND ABILITY TO PERFORM**

It is understood that SRCS desires to have this project constructed before May or June of this year. Our experience of recent well projects in the region suggests that time frame will not be able to be met. It will take approximately three months for the Well Condition and Suitability Reports to be completed and approximately three additional months to complete the technical specifications and plans.

### **ASSUMPTIONS AND LIMITATIONS**

1. The above proposal assumes that the required flow rate, pressure, and duration for each irrigation zone or group of zones will be provided.
2. The pumps will be sized based on the available information. Should the pump test indicate that the drawdown exceeds the expected drawdown used to size the pumps, the pumps may need to be upsized.
3. The well production rate is assumed to be the rate that existing pump tests indicate. If the rate is less than prior tests the flow rate may be less than desired.
4. It is assumed that water quality at RVMS is appropriate after being treated by the existing treatment system. Should additional treatment be required, modifications to the scope of services and fees can be made to include such services.
5. It is assumed that the water produced by the well at HSMS will not require filtration or treatment. Should filtration or treatment be desired modifications to this scope of services and fee can be made to include such services.
6. All agency review and permit fees shall be paid by others.

7. Consultant's assistance in applying for governmental permits or approvals shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
8. Environmental investigations, document preparation and other services related to processing and obtaining permits from agencies having jurisdiction over biological resources, waters of the State or waters of the United States within or adjacent to the project site are not included. Modifications to this scope of services and fee can be made to include such services should they become necessary.
9. Boundary surveying and record mapping are not included. Should SRCS desire definitive boundary information other than that which can be provided by direct use of existing documentation, Brelje & Race can provide complete boundary survey and analysis services. Additional fees for these services can be identified following review of existing documentation.
10. Fees assume that a new well will be drilled at the RVMS site and that the existing well at the HSMS site is suitable for use. Should repairs of the RVMS well or a new well at the HSMS be required modifications to the scope of services and fee can be made to include services necessary.
11. Providing water cooling should water temperature exceed allowable temperature for use as irrigation is excluded.
12. The proposal assumes that water quality at RVMS is appropriate after being treated by the existing treatment system and at HSMS without treatment. Should additional treatment be required, modifications to the scope of services and fee can be made to include services necessary.
13. Well pump testing is excluded. The HSMS well should be pump tested before the well is equipped. Performing the well pump test before the project is bid would reduce the uncertainty in the pump sizing. Should SRCS desire to have the pump test at the HSMS site performed before the contract is bid, modifications can be made to this scope of services and fee.
14. While this proposal does not include any services during the Construction phase, it would be preferable to support SRCS during the construction process by providing submittal review and site visits as deemed necessary. These services can be added by addendum once the construction documents stage of this project has been completed and it is ready for construction.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated January 30, 2024 for reference purposes only and is made by and between the Santa Rosa City Schools (“District”) and BRELJE & RACE CONSULTING ENGINEERS (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).

2. Term. This Agreement and the Parties’ obligations hereunder shall commence February 15, 2024. Consultant shall diligently perform as required and complete performance by April 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of **Ninety-Seven Thousand Dollars (\$97,000.00)**. This sum shall be payable in monthly installments. The consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

#### 11. Termination.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 Insurance Requirement

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

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

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

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

~~Sexual Abuse and Molestation coverage~~

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

District Initials \_\_\_\_\_

Consultant Initials RR

**13.2. Proof of Carriage of Insurance.**

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

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

**15. Compliance with Laws.** Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly

performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to the District:**

Erik Oden, Executive Director  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401

**If to the Consultant:**

Brelje & Race Consulting Engineers  
475 Aviation Blvd., Ste 120  
Santa Rosa, CA 95403  
Attention: Brent Beazor, Senior Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Signatures on Following Page]**

**BRELJE & RACE CONSULTING ENGINEERS**

**SANTA ROSA CITY SCHOOLS**

By: Brent Beazor

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

Name: Brent Beazor

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

Title: Vice President

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

Date: 2/2/2024

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

### WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 2/2/24

Name of Consultant: Brelje and Race Consulting Engineers

Signature: Brent Beazor

Print Name: Brent Beazor

Title: Vice President

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

**FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION**

*(Consultant REQUIRED to complete.)*

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

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

Surveillance of Employees by District personnel.

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

**MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE:**  
**I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.**

**BRELJE & RACE CONSULTING ENGINEERS**

By: Brent Beazor

Name: Brent Beazor

Title: Vice President

Date: 2/2/2024

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

**SANTA ROSA CITY SCHOOLS**

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

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

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

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

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

**Scope of Engineering Services**

Phase 1: Well Condition and Operation Feasibility Technical Memorandum

Engage the services of a pump & well contractor to perform a video inspection of the existing well at HSMS to ascertain the current well condition.

Engage the services of a hydrogeologist to prepare a technical memorandum for each well.

Prepare and submit the Well Condition and Operation Feasibility Technical Memorandum, for SRCS review.

Phase 2: Preparation of Construction Documents

Develop construction documents that will consist of technical specifications in CSI format and drawings for the proposed improvements.

Phase 3: Bid Assistance

Provide bid assistance by responding to questions from potential contractors, preparing any required addendums, review of low responsive bid for conformance with bid requirements, and contacting references provided by the lowest responsible bidder.



SCOPE OF ENGINEERING SERVICES  
for  
RINCON VALLEY MIDDLE SCHOOL WELL REPLACEMENT  
AND  
HERBERT SLATER MIDDLE SCHOOL WELL COMMISSIONING  
prepared for  
Santa Rosa City Schools  
prepared by  
BRELJE & RACE CONSULTING ENGINEERS (CONSULTANT)  
JANUARY 26, 2024

**PROJECT UNDERSTANDING**

Santa Rosa City Schools (SRCS) desires to irrigate existing fields at Herbert Slater Middle School (HSMS) and Rincon Valley Middle School (RVMS) using water produced by onsite wells.

The existing well at RVMS has an eight-inch PVC casing. The pump has been pulled from the existing well and the well has been video inspected. The video inspection revealed damage to the well casing in several locations. Recently a filtration system was installed at the well.

The existing well at HSMS is a test well drilled by the City of Santa Rosa and has not been equipped to produce water. A review of the well report by ECON indicates that during the well test the water produced was 100 degrees Fahrenheit. The report also indicates the well is relatively inefficient.

The Client desires to improve the two wells to supply water for irrigation at the two middle schools.

The principal items of work are as follows:

- Perform a video inspection of the existing well on the HSMS grounds.
- Review existing documentation of the two wells and results of the video inspection of the well at HSMS.
- Prepare a Technical Memorandum addressing the current conditions and operational feasibility of the existing wells based on the available information and the new video inspection.
- Provide drawings showing the repairs or replacement for each well, appurtenances at each well, and connection to the existing irrigation system.
- Provide technical specifications and bid items for the rehabilitation, repairs, and/or replacement.

Below is an outline description of a phased approach to providing construction documents for the selected improvements based on the above work.

**SCOPE OF SERVICES**

**Phase 1: Well Condition and Operation Feasibility Technical Memorandum**

A pump and well contractor will be engaged to perform a video inspection of the existing well at HSMS to ascertain the current well condition.

A hydrogeologist will be engaged to prepare a technical memorandum for each well. With the exception of the above video, the hydrogeologist will review available information including: videos; well completion reports; well reports; repair recommendations; and other data that may be discovered during the course of the data review.

Upon review of the Well Condition and Operation Feasibility Technical Memorandum, SRCS shall accept the recommended improvements provided in the Technical Memorandum or provide alternate direction as to the desired improvements to be developed during Phase 2.

**Phase 2: Preparation of Construction Documents**

Upon receiving improvement direction from SRCS the construction documents will be developed. The construction documents will consist of technical specifications in CSI format and drawings for the proposed improvements. The primary specification sections will include piping, well pumps, well repair or replacement methods, and appurtenances. The drawings will include a well section for each well showing the current conditions or the proposed new construction, the proposed improvements to the existing well, the equipment to be installed in the well, the above ground improvements at the well head, and connection to the irrigation supply lines.

**Phase 3: Bid Assistance**

Bid assistance will consist of responding to questions from potential contractors, preparing any required addendums, review of low responsive bid for conformance with bid requirements, and contacting references provided by the lowest responsible bidder.

**FEES**

Our fees for this work will be billed monthly on a time and materials basis based on the attached rate schedule until March 1, 2024. The rate schedule will be revised on March 1, 2024; however, the expected new rates are accounted for in the provided budget. Estimated fee budgets are as follows:

Phase 1: \$28,000; Phase 2: \$63,000 and Phase 3: \$6,000. Total: \$97,000.

**SCHEDULE AND ABILITY TO PERFORM**

It is understood that SRCS desires to have this project constructed before May or June of this year. Our experience of recent well projects in the region suggests that time frame will not be able to be met. It will take approximately three months for the Well Condition and Suitability Reports to be completed and approximately three additional months to complete the technical specifications and plans.

**ASSUMPTIONS AND LIMITATIONS**

1. The above proposal assumes that the required flow rate, pressure, and duration for each irrigation zone or group of zones will be provided.
2. The pumps will be sized based on the available information. Should the pump test indicate that the drawdown exceeds the expected drawdown used to size the pumps, the pumps may need to be upsized.
3. The well production rate is assumed to be the rate that existing pump tests indicate. If the rate is less than prior tests the flow rate may be less than desired.
4. It is assumed that water quality at RVMS is appropriate after being treated by the existing treatment system. Should additional treatment be required, modifications to the scope of services and fees can be made to include such services.
5. It is assumed that the water produced by the well at HSMS will not require filtration or treatment. Should filtration or treatment be desired modifications to this scope of services and fee can be made to include such services.
6. All agency review and permit fees shall be paid by others.

7. Consultant's assistance in applying for governmental permits or approvals shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
8. Environmental investigations, document preparation and other services related to processing and obtaining permits from agencies having jurisdiction over biological resources, waters of the State or waters of the United States within or adjacent to the project site are not included. Modifications to this scope of services and fee can be made to include such services should they become necessary.
9. Boundary surveying and record mapping are not included. Should SRCS desire definitive boundary information other than that which can be provided by direct use of existing documentation, Brelje & Race can provide complete boundary survey and analysis services. Additional fees for these services can be identified following review of existing documentation.
10. Fees assume that a new well will be drilled at the RVMS site and that the existing well at the HSMS site is suitable for use. Should repairs of the RVMS well or a new well at the HSMS be required modifications to the scope of services and fee can be made to include services necessary.
11. Providing water cooling should water temperature exceed allowable temperature for use as irrigation is excluded.
12. The proposal assumes that water quality at RVMS is appropriate after being treated by the existing treatment system and at HSMS without treatment. Should additional treatment be required, modifications to the scope of services and fee can be made to include services necessary.
13. Well pump testing is excluded. The HSMS well should be pump tested before the well is equipped. Performing the well pump test before the project is bid would reduce the uncertainty in the pump sizing. Should SRCS desire to have the pump test at the HSMS site performed before the contract is bid, modifications can be made to this scope of services and fee.
14. While this proposal does not include any services during the Construction phase, it would be preferable to support SRCS during the construction process by providing submittal review and site visits as deemed necessary. These services can be added by addendum once the construction documents stage of this project has been completed and it is ready for construction.

Rincon Valley Middle School Well Replacement  
and  
Herbert Slater Middle School Well Rehab  
Site Specific Budget Estimates  
Prepared for  
Santa Rosa City Schools  
Prepared By  
Brelje & Race Consulting Engineers  
January 26, 2024

Task	Description	RVMS	HSMS	Total
1	Well Suitibility Reports	\$ 12,800.00	\$ 15,200.00	\$ 28,000.00
2	Improvement Documents	\$ 27,500.00	\$ 35,500.00	\$ 63,000.00
3	Bid Assistance	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
	Total	\$ 43,300.00	\$ 53,700.00	\$ 97,000.00

A single set of improvement documents and technical specifications will be produced including the RVMS and the HSMS improvements.