

CONTRACT

This Contract (“Contract”) is entered into as of March 13, 2024, by and between the **SANTA ROSA HIGH SCHOOL DISTRICT**, a California public school district (“District”) and **FRC, Inc.** (“Contractor”).

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

1. Description of The 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 HS Softball Scoreboard (“Project”).

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 2 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions, the Project Forms, and the Drawings and Specifications.

3. District Representative

The District Representative is Greystone West Co. or his/her designee.

4. Architect/Design Professional In Charge

The Architect or Design Professional in charge is Quattrocchi Kwok Architects ("QKA"); references to the “Architect” or similar terms shall be deemed references to the Architect or Design Professional in charge and their respective design consultants.

5. **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 Contract Price of **One Hundred Sixty-Three Thousand Eight Hundred Thirty-Four Dollars (\$163,834.00)**. The Contract Price is based upon the Contractor's Base Bid Proposal for the Work, the Owner's Contingency, the Allowance and the following Alternate Bid Items, if any: NONE.
- b. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to the Contract Terms and 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 15% of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

6. **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.

7. **Contract Time**

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work Sixty (60) days after the commencement date of the Work set forth in the Notice to Proceed. 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.

8. Limitation on Damages

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

9. 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 Five Hundred Dollars (\$500.00).
- b. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of Five Hundred Dollars (\$500.00).
- c. **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.

10. 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	Required Seismic coverage is not required.

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

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

11. **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:

Erik Oden
Executive Director Facilities, Maintenance, and Operations
 SANTA ROSA HIGH SCHOOL DISTRICT
 211 Ridgway Avenue
 Santa Rosa, CA 95401

If to the Contractor:

Frank Ruggirello
 President
 FRC, Inc.
 9680 Old Redwood Hwy
 Windsor, CA 95492

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

12.1 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 are between 7:00 a.m. and 7:00 p.m. on non-holiday weekdays.

12.2 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: *See Contract Attachment A.* 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.

13. 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.

14. 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.

15. Authority to Execute

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

[Remainder of page intentionally left blank.]

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

SANTA ROSA HIGH SCHOOL DISTRICT

FRC, Inc.

Name

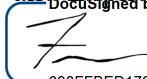
Frank Ruggirello

Contractor Name

Signature

Contractor License No.
and Expiration Date

Title


DocuSigned by:
698FFBED172E4F1...

Individual Signature

Date

President

Title

2/28/2024

Date

For:

Corporation
Corporation or Partnership

If Corporation, Seal Below.

ATTACHMENT "A"

SANTA ROSA CITY SCHOOLS 2023-2024 INSTRUCTIONAL CALENDAR (Certificated and School Year (SY) Employees) 185 Workdays

YEAR	M	T	W	Th	F		ELEMENTARY Days of Instruction	SECONDARY Days of Instruction	Non Instructional Days	Professional Development Days	Certificated & SY Employee Workdays
JULY 2023	3	4	5	6	7		0	0	0	0	0
	10	11	12	13	14						
	17	18	19	20	21						
	24	25	26	27	28						
	31										
AUGUST		1	2	3	4	Aug. 14 Work Day Principal-Directed Non-Instructional (non-student)					
	7	8	9	10	11	Aug. 15 Work Day Staff-Directed Non-Instructional (non-student)	12	12	2	0	14
	14	15	16	17	18	Aug. 16 School Opens/First Day of Instruction					
	21	22	23	24	25						
	28	29	30	31							
SEPTEMBER					1	Sept. 4 Labor Day Holiday					
	4	5	6	7	8	Sept. 7 Back to School Night-Elementary Schools	20	20	0	0	20
	11	12	13	14	15	Sept. 14 Back to School Night-Middle Schools					
	18	19	20	21	22	Sept. 21 Back to School Night-High Schools					
	25	26	27	28	29						
OCTOBER						Oct. 2-6 Parent Conferences					
	9	10	11	12	13	Oct. 6 Secondary Report Card Window Opens	22	22	0	0	22
	16	17	18	19	20	Oct. 20 Secondary End of First Quarter					
	23	24	25	26	27	Oct. 23 Secondary Report Card Window Closes					
	30	31				Oct. 23 Elementary Report Card Window Opens					
NOVEMBER		1	2	3		Nov. 1 Professional Development Day (non-student)					
	6	7	8	9	10	Nov. 3 Elementary First Trimester Ends	15	15	1	1	16
	13	14	15	16	17	Nov. 10 Veterans Day (Friday before a holiday)					
	20	21	22	23	24	Nov. 13 Elementary Report Card Window Closes					
	27	28	29	30		Nov. 20 - 22 Local Holidays					
						Nov. 23 Thanksgiving Day Holiday					
						Nov. 24 Local Holiday					
DECEMBER					1	Dec. 15 Secondary Report Card Window Opens					
	4	5	6	7	8	Dec. 19-21 Minimum Days: Final Exams High School Only	16	15	1	0	16
	11	12	13	14	15	Dec. 21 Secondary End of Second Quarter and First Semester			1		
	18	19	20	21	22	Dec. 22 Teacher Workday/Pupil Holiday: Secondary only					
	25	26	27	28	29	Dec. 25 - Dec. 29 Winter Recess					
JANUARY 2024	1	2	3	4	5	Jan. 1 New Years Day Holiday					
	8	9	10	11	12	Jan. 2-5 Winter Recess	16	16	0	1	17
	15	16	17	18	19	Jan. 8 Secondary Report Card Window Closes					
	22	23	24	25	26	Jan. 15 Martin Luther King Jr. Holiday					
	29	30	31			Jan. 26 Professional Development Day (non-student)					
FEBRUARY					1	Feb. 5 Elementary Report Card Window Opens					
	5	6	7	8	9	Feb. 12 Lincoln's Birthday	19	19	0	0	19
	12	13	14	15	16	Feb. 19 President's Day					
	19	20	21	22	23	Feb. 23 Elementary 2nd Trimester Ends					
	26	27	28	29		Feb. 29 Leap Day					
MARCH					1	Mar. 4 Elementary Report Card Window Closes					
	4	5	6	7	8	March 8 Secondary Report Card Window Opens	16	16	0	0	16
	11	12	13	14	15	March 15 Secondary End of Third Quarter					
	18	19	20	21	22	March 18 - 22 Spring Break					
	25	26	27	28	29	March 25 Secondary Report Card Window Closes					
APRIL	1	2	3	4	5	April 1 Local Holiday due to Leap Year					
	8	9	10	11	12	April 12 Emergency Closure Day (non-workday, non-student if not needed)	19	19	0	0	19
	15	16	17	18	19	April 15 Local Holiday					
	22	23	24	25	26						
	29	30									
MAY					1	May 6 Elementary Report Card Window Opens					
	6	7	8	9	10	May 16 Open House	21	21	0	0	21
	13	14	15	16	17	May 17 Emergency Closure Day (non-workday, non-student if not needed)					
	20	21	22	23	24	May 24 Secondary Report Card Window Opens					
	27	28	29	30	31	May 27 Memorial Day					
JUNE	3	4	5	6	7	June 5-7 Minimum Day: Final Exams - Secondary Only					
	10	11	12	13	14	June 6 Final Instructional Day: Elementary only	4	5	1	0	5
	17	18	19	20	21	June 6 Elementary 3rd Trimester Ends					
	24	25	26	27	28	June 7 Teacher Workday/Pupil Holiday: Elementary only					
						June 7 Final Instructional Day: Secondary					
						June 10 Elementary and Secondary Report Card Windows Close					
						June 19 Juneteenth Holiday					
TOTALS							180	180	3	2	185

(2) Two days added for Emergency Closures 4/12 & 5/17 (non-workday for teachers and SY, non-student if not needed)

DRAFT 2023-2024 Instructional Calendar mutually agreed on:
Date: January 26, 2023

Revised: February 6, 2023
Board approved: February 8, 2023
Effective: July 1, 2023


Santa Rosa City Schools


Santa Rosa Teachers Association

MS/rj/HR

PERFORMANCE BOND

WHEREAS, the Board of Education of the Santa Rosa City Schools (“District”), at its meeting on March 13, 2024, has awarded to **FRC, Inc.** (“Principal”), the Contract for performance of the following project (“Project”): **SANTA ROSA HS Softball Scoreboard.**

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

NOW, THEREFORE, we, the Principal and _____ as Surety, hereby guarantee the Principal’s full, faithful and complete performance of the Contract Document requirements in the penal sum of **One Hundred Sixty-Three Thousand Eight Hundred Thirty-Four Dollars (\$163,834.00)** for the payment of which sum will and truly be made; we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal’s failure to fully perform in accordance with the Contract Documents.

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

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

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

be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including, without limitation, the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any work which increases the Contract Price.

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

[Remainder of page intentionally left blank.]

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

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

PRINCIPAL

By: _____

TITLE _____

SURETY

By: _____

TITLE _____

The above bond is accepted and approved this _____ day of _____, 20__.

By: _____
Authorized District Signature

PAYMENT BOND

WHEREAS, the Santa Rosa High School District (“District”) and the Contractor, **FRC, Inc.** (“Principal”), have entered into a contract (“Contract”) for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the installation services associated with the **SANTA ROSA HS Softball Scoreboard** (“Project”) which Contract dated March 13, 2024, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

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

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

NOW, THEREFORE, we, the Contractor/Principal and _____ as Surety, are held firmly bound unto District in the penal sum of **One Hundred Sixty-Three Thousand Eight Hundred Thirty-Four Dollars (\$163,834.00)**, lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting

to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

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

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

PRINCIPAL

By:

Title

SURETY

By:

Title

The above bond is accepted and approved this _____ day of _____, 20__.

By: _____

Authorized District Signature

ADDENDUM A

PROJECT STABILIZATION AGREEMENT

for the

SANTA ROSA CITY SCHOOLS CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the **Santa Rosa HS Softball Scoreboard Project**, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Stabilization for the Santa Rosa City Schools" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:


- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto:
- (2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 16 of this AGREEMENT.
- (3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.
- (5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: FRC, Inc.

California Contractor State License No. or Motor Carrier (CA) Permit No.: 715667

Name of Authorized Person (print): Frank Ruggirello

Signature of Authorized Person:  DocuSigned by: Frank Ruggirello

Title of Authorized Person: President

Telephone Number of Authorized Person: 707-837-5065

Address of Authorized Person: 9680 Old Redwood Hwy. Windsor CA, 95492

State Public Works Registration Number: 1000002179