

**PROJECT / PROGRAM MANAGEMENT CONTRACT BETWEEN THE
SANTA ROSA HIGH SCHOOL DISTRICT, SANTA ROSA ELEMENTARY SCHOOL
DISTRICT AND GREYSTONE WEST COMPANY**

THIS PROGRAM/PROJECT MANAGEMENT SERVICES AGREEMENT (“Agreement”) is made and entered into as of March 13, 2024, between Santa Rosa High School District, and Santa Rosa Elementary School District, public school districts organized and existing under the laws of the state of California and collectively referred to herein as “District”) and Greystone West Company, a California Corporation (“Project Manager”), for Project Management Services (“Project Management Services” or “Services”).

RECITALS

- A.** The District requires project management services on various District projects. The District intends to assign one or more projects (each a “Project” and collectively the “Projects”) to the Project Manager, who will then perform the Project Manager Services for such Project(s) in accordance with the terms of this Agreement; provided, however, that nothing in this Agreement shall be construed as to require the District to assign any projects to the Project Manager, and the District shall not be in breach of this Agreement for failure to assign a project to the Project Manager. The District will assign individual Projects to the Project Manager via a “Project Assignment.” A template for the Project Assignments is attached hereto as **Exhibit D**.
- B.** District and Project Manager intend that Project Manager will facilitate construction of the Projects to ensure the timely completion of all work within the stated budget for each Project.
- C.** The principal members of the Project Manager are professional consulting contractors, and represent that they possess the professional qualifications and expertise to provide the Project Management Services called for under this Agreement.
- D.** The District desires to retain the Project Manager and the Project Manager desires to perform Project Management Services necessary for the full and adequate completion of the District’s above referenced Projects, including but not limited to pre-construction, construction phase and project close-out services.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**ARTICLE I
PROJECT MANAGER’S SCOPE OF SERVICES AND RESPONSIBILITIES**

- 1. Best Skill and Judgment.** Project Manager covenants to provide its best skill and judgment in furthering the interests of District in the management of the construction of the Projects.
- 2. General Scope of Services.** Project Manager shall be responsible, to the extent

described in this Agreement, for ensuring that the Projects are properly completed in a competent and professional manner within the District's budget and in accordance with the District's schedule for timely completion of the Project. The Project Manager agrees to furnish business and construction administration and management services and to perform its services hereunder in an expeditious and economical manner consistent with the interests of the District. To these ends, the Project Manager shall be responsible for the overall coordination, management, sequencing, phasing, administration and scheduling of all work performed by all contractors on the Projects. The Project Manager shall be responsible for managing the Projects consistent with all applicable state and federal laws and regulations, including but not limited to all regulations that have been adopted by the California Department of Education ("CDE"), the Division of State Architect ("DSA"), the State Allocation Board ("SAB") and the Office of Public School Construction ("OPSC") as well as all federal, state, and local laws, rules, and regulations related to COVID-19 or any other epidemic and pandemic, including the District's own policies and procedures, as applicable. The Project Manager shall be diligent in its oversight of and shall require that all work be completed at a level of quality that is standard for the industry. In the event the Project Manager identifies any work as (a) defective for any reason, (b) inconsistent with approved plans and specifications, or (c) of a quality that is below the standard for the industry, then the Project Manager must document such defect, inconsistency, or substandard work and report the manner by which it recommends such work be corrected.

3. **Basic Services.** The Project Manager's "Basic Services" consists of performing the duties enumerated in Exhibit A-1, attached hereto and incorporated herein.
4. **Additional Services.** On a project-by-project basis, the District may desire certain additional services ("Additional Services"). In such a case, the Additional Services shall be enumerated on the Project Assignment.

ARTICLE II DURATION AND TERM OF SERVICE

1. **Commencement of Services.** The Project Manager shall commence work upon receipt of a written Notice to Proceed for Project Management Services on a project-by-project basis, which shall not occur until the parties have executed a Project Assignment for the specific Project. The Project Manager shall perform the Services as expeditiously as is consistent with its best skill, judgment and care to ensure the orderly progress of the Projects in the best interests of the District.
2. **Term of Agreement.** Unless earlier terminated as set forth herein, this Agreement shall remain in effect separately for each Project from the date of issuance of a Notice To Proceed until the following are satisfactorily completed: (a) All construction work associated with all trade contractors at each school has been completed in accordance with the DSA approved plans and specifications or as modified and approved by the Architect of Record (as defined herein); (b) All construction contracts with all trade contractors or with the general contractor have been closed out for each school project,

with contractors paid in full for services rendered, including releases of retention; (c) Filing of all Notices of Completion related to the Projects; (d) Providing all project documentation to the District, include as-built plans and specifications in the District's format for archiving purposes for the Projects; (e) Documented completion of all punch list items, with signature approval from District representative, and District maintenance supervisors and documented turnover of all completed work for the Projects to the District's maintenance department; and (f) Documented delivery of all Operations Manuals, Warranty Paperwork, Maintenance Procedures (as applicable) for the Projects.

3. **Ineligibility to Bid.** The Project Manager, and any related business entity, shall be ineligible to bid on any construction contract related to any of the Projects to which it is hired to oversee as Project Manager; however, the Project Manager and any related entity shall remain eligible to bid on any other District projects for which it is not serving as Project Manager. The Project Manager maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the Project Manager, to solicit or secure this Agreement. Further, the Project Manager warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for the Project Manager, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to immediately terminate this Agreement without any liability to the Project Manager.

ARTICLE III COMPENSATION TO PROJECT MANAGER

1. **Project Manager Compensation.** The District shall compensate the Project Manager for the performance of the Project Management Services governed by this Agreement in accordance with invoicing and payment procedures set forth herein. The basis of compensation will be in accordance with the Schedule of Fees set forth in Exhibit B-1 for Basic Services and the Schedule of Fees set forth in the Project Assignment for Additional Services, if any. Reimbursable expenses, if any, shall be compensated pursuant to the rates set forth in Exhibit B-2, attached hereto and incorporated herein.
2. **Project Manager's Task Order Budget.** The Project Manager will be reimbursed for actual services rendered for each Project for an amount not to exceed Project Manager's Task Order Budget for that individual Project.
3. **Payment.** Project Manager's compensation and reimbursable expenses shall be paid by District to Project Manager no more often than monthly. Such periodic payments shall be made in accordance with the rates set forth in Exhibits B-1 and B-2, except that payment for any Additional Services shall be in accordance with the rates set forth in the Project Assignment. In order to receive payment, Project Manager shall present to District an itemized statement which indicates the Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial

commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. District shall review the statement and pay all approved charges within thirty (30) days of District's receipt of said statement.

ARTICLE IV DISTRICT'S RESPONSIBILITIES

1. **Project Information.** The District shall provide full information regarding the requirements of each of the Projects, which shall set forth the District's (and State's, if applicable) objectives, constraints and criteria.
2. **Project Construction Budgets.** The District shall provide the Project Manager with approved project budget information for each of the Projects so as to enable the Project Manager to manage each of the projects within the approved budgetary constraints.
3. **District Representative.** The District shall designate a representative(s) authorized to act on the District's behalf with respect to each of the Projects. The District, or such authorized representative, shall examine documents submitted by the Project Manager and shall render decisions within the appropriate timeframe so as to avoid unreasonable delay in the completion of the Projects.
4. **Architect of Record.** Where appropriate, the District shall retain an architect of record ("Architect of Record") whose services, duties and responsibilities are described in an agreement executed between the Architect of Record and the District. The terms and conditions of such agreement will be furnished to the Project Manager upon request. The Project Manager shall ensure proper communication and coordination with the Architect of Record. Actions taken by the Architect of Record as agent of the District shall be the acts of the District, and the Project Manager shall not be responsible for them.
5. **Inspector of Record (DSA Inspector).** The District will contract directly with a DSA Class 1, 2, 3, or 4 Inspector or Inspection Services firm as required in order to execute the required inspections on site in accordance with required DSA procedures and requirements.
6. **Special Inspections and Materials Testing.** The District will contract directly with qualified firms to perform any necessary special inspections and materials testing activities required by code, law, governing legislation, or any contract documents, plans or specifications prepared for each Project.
7. **Professional Services.** The District shall obtain such legal, accounting and insurance consulting services as may be required to perform its duties under this Agreement, including such auditing services as the District may require in order to verify each of the Projects applications for payment.
8. **Accuracy of Information.** The District is responsible for providing the Project Manager

with information that is reliable, accurate, correct and otherwise timely. If the Project Manager should believe that any information or report provided by the District is inaccurate or incomplete, the Project Manager shall bring such belief to the attention of the District representative, in writing and in a timely manner, so as to allow the District the opportunity to take any appropriate action to correct the claimed error or inadvertent omission.

9. **Notice to Project Manager of Defects.** If the District observes or otherwise becomes aware of any fault or defect in any of the Projects, or non-conformance with any contract documents, the District shall provide prompt written notice thereof to the Project Manager and Architect of Record.
10. **District's Reserved Rights.** The District reserves the right to perform work related to the Projects with the District's own forces, and to award contracts in connection with the Projects which are not part of the Project Manager's responsibilities under this Agreement. The Project Manager shall notify the District if any such independent action will in any way delay or compromise the Project Manager's ability to meet its responsibilities under this Agreement.
11. **Further Assurances by District.** The District shall furnish the required information and shall render approvals and decisions as expeditiously as necessary to assist with the orderly progress of the Project Management Services.

ARTICLE V MODIFICATIONS TO PROJECT MANAGERS SERVICES; DELAYS

1. **District May Modify Agreement.** The District, without invalidating this Agreement, may make changes in the Project Manager's required services under this Agreement. The Project Manager shall notify the District, in writing, if any such changes will increase or decrease the Project Managers compensation. Such written notice must be provided by the Project Manager to the District within fifteen (15) days after the Project Manager first obtains knowledge of any material changes to the required services under this Agreement. If no written notice is received within the time period stated herein, the changes will be deemed to have no cost implications to the Project Manager or the District.
2. **Time.** Time is of the essence in the performance of this Agreement. If the progress of the Projects is at any time delayed as a result of any act or omission of the Project Manager or any of its agents, consultants, employees or third parties under Project Manager's control in connection with the services provided under this Agreement, then the Project Manager shall be liable for, and shall pay to the District, the actual damages incurred by the District as a result of such delay ("Project Manager Delay"). Such damages related to any Project Manager Delay may include, without limitation, additional compensation payable to the Architect of Record, inspector of record and/or trade contractors as a result thereof and costs attributable to the loss of use of the buildings under construction for the period of the delay (such as but not limited to costs

of bussing students and renting temporary/relocatable classrooms). The District may deduct actual damages described in this section from any unpaid amounts then or thereafter due to the Project Manager under this Agreement. Any such damages from Project Manager Delay not so deducted from any unpaid amounts due the Project Manager.

ARTICLE VI AUTHORIZED PROJECT PERSONNEL

1. **Project Personnel.** Throughout all phases of the Projects governed by this Agreement, the key personnel shall be:

John Dilena - Project Executive
Steve Petcavich – Senior Project Manager
Cory Rossow – Project Manager
Theresa Novotny – Project Administrator
Diana Garbuzov – Project Administrator

So long as such staff remain in the employ of the Project Manager, such persons shall not be changed or substituted from the Projects, or cease to be fully committed to the Projects as deemed necessary by the District in its reasonable discretion, without the prior written consent or instruction of the District. Any violation of the terms and provisions in this Article shall constitute a material default by the Project Manager.

2. **Fit Workers.** Project Manager shall at all times enforce strict discipline and good order among its employees and contractors and shall not employ any unfit person or anyone not skilled in the Project Management Services to be performed in accordance with this Agreement.
3. **District Right to Remove Construction Management Project Personnel.** If any staff of the Project Manager proves not to be satisfactory to the District, upon written notice from the District to the Project Manager, such person shall be promptly replaced by a person who is acceptable to the District in accordance with the procedures set forth below.
4. **Selection of Replacement Construction Management Project Personnel.** Within ten (10) business days after receipt of a notice from the District requesting the replacement of any Project Manager personnel, or promptly following the discovery by the Project Manager that any managing individual who is important toward the completion of the Project Management Services is leaving the employ of the Project Manager, as the case may be, the Project Manager shall provide the District with the name of an acceptable replacement (together with such person's resume and other information regarding such person's experience and qualifications). Such replacement shall commence work on the Projects no later than fifteen (15) days following the District's written approval of such replacement, which approval shall not be unreasonably withheld. In the event that the

District and the Project Manager cannot agree as to the substitution or replacement of such individual, the District shall be entitled to terminate this Agreement for cause as provided herein.

5. **Subcontracting.** The Project Manager shall perform the Project Management Services with resources available within its own organization or with resources from sub-consultants (or vendors) that have been approved by the District. No portion of the services pertinent to this Agreement shall be subcontracted to any other party without prior written authorization from the District or its authorized representatives. Failure to obtain such prior written authorization will result in the disallowance of all costs incurred by the unauthorized sub-consultant. Further, if it is the opinion of the District or the District's representative that the scope of services is somehow compromised by work performed by unauthorized sub-consultants, the District reserves the right to seek compensation from the Construction Management firm in order to recover the identified loss in quality of service.
6. **Fingerprinting.** The Project Manager shall comply with all applicable fingerprinting and background check requirements, as more specifically set forth in Exhibit C. The District reserves the right to require Project Manager to comply with additional fingerprinting and background check requirements if the circumstances of the Projects change.

ARTICLE VII PROJECT SUSPENSION OR ABANDONMENT

If the Projects are suspended or abandoned in whole or in part for more than three (3) consecutive months, the Project Manager shall be compensated for all services satisfactorily performed, prior to receipt of written notice from the District of such suspension or abandonment, less any damages suffered by District if the suspension or abandonment is the fault of the Project Manager. If the Projects are resumed after being suspended for more than three (3) consecutive months, the Project Manager's compensation shall be resumed in a similar manner, and without payment for any services during the period of suspension.

If construction of the Projects has started and is stopped for a material period of time by reason of a District Delay, the District shall pay the Project Manager for work performed up to the time that work was directed to be stopped, and any demobilization labor and reimbursable costs (if applicable). Upon termination of the stoppage, the Project Manager shall return or provide the necessary Projects site staff as soon as practicable.

ARTICLE VIII PROJECT MANAGER'S ACCOUNTING RECORDS

All records of costs pertaining to the Projects shall be kept on the basis of generally accepted accounting principles and shall be available to the District or the District's authorized representative at mutually convenient times. The Project Manager shall, until five (5) years after completion of all of its services hereunder or the termination of this Agreement by the District,

whichever occurs first, maintain and require each of its subcontractors, consultants and any other persons employed by the Project Manager in connection with the Projects to maintain, complete and correct books and records relating to all aspects of the Project Manager's obligations hereunder, including, without limitation, accurate cost and accounting records specifically identifying the costs and obligations incurred by the Project Manager and, after such completion of services or termination of this Agreement, the Project Manager shall continue to make such books and records available to the District, its authorized representative, the CDE, SAB, OPSC, or any other regulatory entity with jurisdiction over the Projects, for review, examination or audit. Copies of any such records shall be furnished by Project Manager if requested.

ARTICLE IX DISPUTE RESOLUTION

1. **Alternative Dispute Resolution.** Disputes under this Agreement shall be resolved in accordance with the following procedures.
 - a) **Negotiation.** If a dispute arises out of or related to the Projects or this Agreement or the breach thereof where the amount in controversy does not exceed \$375,000, the party making any claim shall first serve upon the other party a detailed breakdown of the claim and the parties will then enter into negotiations in an effort to resolve the dispute. The parties shall negotiate in good faith for a period of not less than thirty (30) days before either party shall be permitted to file a demand for mediation or arbitration as provided below.
 - b) **Arbitration.** This Agreement shall be governed by the laws of the State of California and the parties herein agree, that in the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the County where the school district is located, before an arbitrator to be mutually agreed to by the parties. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator to the prevailing party as determined by the arbitrator in its judgment.
 - c) **Mediation.** Prior to the appointment of the arbitrator(s), the parties may submit the dispute for mediation. The parties will cooperate in selecting a mediator and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or its employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is

otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

- d) Continuing Performance. Pending final resolution of any claim hereunder, unless otherwise provided by any term or provision of this Agreement or instructed by the District in writing, the Project Manager shall proceed diligently with performance of the services required hereunder and the District shall continue to make payment of all undisputed amounts in accordance with this Agreement.

ARTICLE X DEFAULT; REMEDIES

- 1. Events of Default. The following events shall constitute a default of the Project Manager under this Agreement (each a "Default"):
 - a) If the Project Manager commences a voluntary action under any chapter of the United States Bankruptcy Code as now or hereafter in effect or if the Project Manager takes any equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to bankruptcy or insolvency.
 - b) If a petition is filed against the Project Manager under any chapter of the United States Bankruptcy Code as now or hereafter in effect at the time of filing or if a petition is filed seeking any such equivalent or similar relief against the Project Manager under any other Federal or State law in effect at the time relating to bankruptcy or insolvency and such petition or filing is not dismissed within sixty (60) days after being filed.
 - c) If the Project Manager makes a general assignment for the benefit of creditors.
 - d) If a trustee, receiver, custodian or agent of the Project Manager is appointed under applicable law or under contract whose appointment of authority to take charge of property of the Project Manager for the purpose of general administration of such property for the benefit of the Project Manager's creditors
 - e) If the Project Manager, after written notice, fails to perform any of its obligations hereunder or breaches any of its obligations hereunder (including, without

limitation, Project Manager Delay, the failure to properly administer the construction contracts and advise the District on change orders and applications for payment under the construction contract(s)).

- f) If, in the performance of services hereunder, the Project Manager disregards or fails to comply with any applicable laws, ordinances, rules and regulations of any public body with jurisdiction.
 - g) If the Project Manager admits in writing an inability to pay its debts generally as they become due.
 - h) If the Project Manager unreasonably fails to timely pay any amounts due to subcontractors, consultants and other persons hired or retained by the Project Manager in connection with the performance of its services under this Agreement provided, however, the Project Manager hereby agrees to comply with any laws, or regulations regarding prompt payment of subcontractors, consultants and/or other persons hired retained, if applicable.
2. **Remedies.** In the event of a Default, the District may cure such Default on behalf of and at the expense of the Project Manager and may deduct any amounts so expended on behalf of the Project Manager from any amounts otherwise due to the Project Manager hereunder. All amounts expended by the District pursuant to the preceding sentence shall accrue interest from the date such amounts are so expended until they are reimbursed or paid to the Project Manager at the prevailing prime rate listed by the Wall Street Journal (“Wall Street Journal Prime Rate”), but in no event greater than the maximum permitted by law. The remedies set forth in this section are cumulative to all other remedies that may be available to the District, including the District’s termination rights herein.

ARTICLE XI TERMINATION OF AGREEMENT

- 1. **Termination by District or Project Manager for Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other should the other party default or fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of such a termination of the Project Manager for cause, the District shall pay for all services satisfactorily performed to the termination date, but may offset such amount by any damages suffered by District.
- 2. **Termination For Convenience by District or Project Manager.** This Agreement may be terminated for convenience by the District and without regard to fault upon at least thirty (30) days written notice. In the event of termination for convenience, shall be compensated for all services satisfactorily performed to the termination date, less any amounts in dispute.
- 3. **Cumulative Remedies.** The rights and remedies herein are in addition to any other rights and remedies provided by law or under this Agreement.

4. **Procurement of Similar Services.** In the event this Agreement is terminated in whole or in part, as provided in this Article, the District may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.
5. **Waivers.** The Project Manager, in executing this Agreement, shall be deemed to have waived any and all claims for damages against the District which may otherwise arise from the District's termination of this Agreement for convenience.

ARTICLE XII INSURANCE

1. **Insurance.** The Project Manager shall not commence services pursuant to this Agreement until it has obtained all required insurance, as set forth below, which include, but are not limited to, General Commercial Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance, Employers Liability Insurance, and Professional Liability Insurance. Such policies shall be placed with a company or companies qualified to do business in the State of California and acceptable to the District, and pursuant to criteria set forth below. Further, the Project Manager shall have obtained all required insurance certificates required below concurrent with the execution of the Agreement. Such insurance certificates shall have been delivered in duplicate and approved by District. In addition, the Project Manager shall not allow any subconsultants to commence Services pursuant to this Agreement until such subconsultant has obtained the same insurance coverage required of the Project Manager under this Agreement and until such insurance certificates have been approved by and delivered to the District.
2. **Insurance Requirements.** Project Manager shall procure and maintain for the duration of this Agreement, insurance against claims for injuries or damages to property which may arise from or in connection with the Project Management Services being provided by the Project Manager, its agents, representative's employees or subconsultants. The cost of such insurance shall be borne by the Project Manager.
 - a) **Workers Compensation.** The Project Manager certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code ("Labor Code"), as it may be amended from time to time, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and he/she will comply with such provisions, and he/she will comply with such provisions before commencing the performance of the Project Management Services required under this Agreement. The Project Manager and all subconsultants shall insure (or be a qualified self-insured), pursuant to all applicable provisions relating to workers' compensation insurance, all of their employees working on or about the construction site. Such insurance shall be maintained during the life of this Agreement. In case any class of employees engaged in Project Management Services under this Agreement, on or at the site of the Projects, is not protected

under Workers' Compensation laws, the Project Manager shall provide or shall cause a subconsultant to provide, adequate insurance coverage for the protection of such employee, not otherwise protected. The Project Manager shall file with the District certificates of the required workers' compensation insurance protecting workmen.

The Project Manager in signing this Agreement hereby certifies, pursuant to Section 1861 of the California Labor Code, as follows: "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 services under this Agreement."

- b) **Commercial General Liability.** The Project Manager shall provide and maintain commercial liability as follows: Commercial general liability insurance including Project Manager's risk, blanket contractual, broad form property damage, completed operations and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.
- c) **Automobile Liability Insurance.** The Project Manager shall provide and maintain Automobile Liability Insurance as follows: Comprehensive automobile liability insurance including owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$2,000,000 each occurrence.
- d) **Professional Liability Insurance.** The Project Manager shall provide and maintain Professional Liability Insurance in the amount of \$2,000,000.00 per claim insuring the Project Manager and any officer, director, stockholder, employee, agent, consultant to or partner of the Project Manager, and all other persons for whose acts the Project Manager may be liable, against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities described in this Agreement Professional Liability Insurance shall remain in full force and effect and shall be so certified to the District by the insurer, for a period of three (3) years after the termination of this Agreement and the completion of all of the Project Manager's services hereunder.

3. **Required Provisions.** The general liability and automobile policies are to contain, or be endorsed to contain provisions that provide for the following:

- a) The District, the Board and each member of the Board, its officers, employees, agents, and authorized volunteers shall be named additional insured on all policies. The coverage shall contain no special limitations on the scope of protection afforded to the District, the Board and each member of the Board, its

officers, employees, or authorized volunteers.

- b) Endorsements and insurance policies shall include the following clause: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating the date of cancellation or reduction, and the date of cancellation or reduction shall not be less than thirty (30) days after date of receipt of notice.”

- 4. **Primary Insurance.** For any claims related to these Projects, the Project Manager’s insurance shall be primary insurance for the losses arising out of the Project Manager’s work on the Projects. Any insurance, self-insurance, or other coverage maintained by the District, the Board and each member of the Board, its officers, employees, or authorized volunteers shall not contribute to it. The Project Manager shall notify District in writing of the amount of any deductible or self-insured retention coverage for all insurance policies.
- 5. **Qualifying Insurers.** Insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the state. Such insurance carrier shall have not less than an “A” policyholder’s rating and a financial rating of not less than “Class X” according to the latest Best Key Rating Guide unless otherwise approved by the District.
- 6. **Failure to Furnish Proof of and Maintain Insurance.** Failure to furnish and maintain the insurance and certificates or policies required hereunder may be considered a Default by the Project Manager under this Agreement and District may pursue any of its remedies as provided herein and under applicable law. If the Project Manager fails to purchase and maintain any insurance required under this Agreement, the District may, but shall not be obligated to, upon five (5) days prior written notice to the Project Manager, purchase such insurance on behalf of the Project Manager and shall be entitled to be reimbursed by the Project Manager promptly thereafter or to deduct the amount of such premiums from any amounts due the Project Manager hereunder. Any amounts expended by the District hereunder shall bear interest at the rate set forth in ARTICLE XII section 3 hereof from the date expended until repaid to the District.

**ARTICLE XIII
HOLD HARMLESS**

- 1. **Indemnification of District.** The Project Manager agrees to indemnify the District, its Governing Board and each member thereof, the District’s officers, employees, agents, contractors and volunteers against, and to protect, defend, and save them harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys’ fees), resulting from any acts or omissions by the Project Manager, its employees and third parties under its control, in connection with the Services provided under this Agreement.

**ARTICLE XIV
PROJECT MANAGER’S REPRESENTATIONS, WARRANTIES AND COVENANTS**

1. The Project Manager hereby represents, warrants, and covenants as follows:
 - a) The Project Manager holds and maintains all licenses, permits, and other qualifications required to perform the work required by this Agreement.
 - b) The Project Manager possesses the necessary skills, experience, knowledge and technical and financial resources to undertake the performance of the Project Management Services and obligations required herein, including but not limited to knowledge of State and District requirements such as the Leroy F. Greene Act of 1998, the Field Act and the American with Disabilities Act.
 - c) The personnel assigned and the agents, subcontractors and consultants employed or used by the Project Manager in the performance of its obligations hereunder shall be of sufficient number and quality in all respects for such assignment, employment and use to ensure the successful completion of duties and obligations pursuant to this Agreement.
 - d) The Project Manager shall not issue any modifications, amendments or change orders to any general contract or other contract to which the District is a party unless the District approves and executes such modification, assignment or change order, and the Project Manager shall not have the power to bind the District to any such modifications, amendments or changes.
 - e) The Project Manager shall not commit its personnel to, or engage in, any other projects during the term of this Agreement to the extent that such other projects may adversely affect the quality or efficiency of the services required to be performed by the Project Manager in connection with this Agreement, or otherwise be detrimental to the carrying on and completion of its services required hereunder.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

1. **Compliance with All Laws.** Project Manager agrees to comply with all federal, state and local laws, rules, regulations and ordinances, including but not limited to federal, state, and local laws, rules, regulations and ordinances and District policies and procedures related to COVID-19 or any other pandemic or epidemic, that are now or may in the future become applicable to Project Manager in the performance of the Project Management Services.
2. **Drug / Smoke Free Workplace.** The District and all District projects are “drug-free” and “smoke-free” workplaces and, as such, require that the Project Manager be subject to

the requirements mandated by California Government Code sections 8350, *et seq.*, when on the Projects site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Projects. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

3. **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 Project Manager 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 Project Manager agrees to require like compliance by all its subcontractor(s).
4. **Prevailing Wages.** The Project Manager is alerted to the requirements of California Labor Code sections 1770 *et seq.*, which require the payment of prevailing wages, where the Project Management Services or any portion thereof is determined to be a public work as defined therein. Project Manager shall ensure compliance with all applicable prevailing wage law and shall defend, indemnify, and hold harmless the District, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from any failure or alleged failure of the Project Manager to comply with California Labor Code sections 1770 *et seq.*
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles, and venue shall be in the appropriate court in Los Angeles County, California.
6. **Confidentiality of Project Manager.** Except for communications between the Project Manager and the architects, trade contractors and their independent professional engineers, architects and other consultants and subcontractors incident to the completion of the Projects, and except for publicity approved by the District in connection with filings and communications with governmental bodies having jurisdiction, and except as otherwise required by law or court order, the Project Manager will keep all information concerning the Projects and this Agreement confidential.
7. **Relationship of the Parties.** Project Manager shall be an independent contractor for

District and not an employee. Project Manager understands and agrees that it and all of its employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind normally provided to employees of District, including but not limited to, state unemployment compensation or workers' compensation. Project Manager assumes full responsibility for the acts and omissions of its employees or agents related to the Services contemplated by this Agreement. Project Manager assumes full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes, for employees performing the Services. The parties agree that: (1) Project Manager shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Project Manager's personnel shall only perform work that is outside the usual course of the District's business; and (3) Project Manager's personnel shall be engaged in business independent of the District. Project Manager shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

8. **Laws Deemed Inserted; Severability.** Each and every provision of law required to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
9. **Authority to Execute Agreement.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms and provisions hereof.
10. **Headings.** Article and section headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.
11. **Conflicting Provisions.** In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control in the actions and obligations of the parties and the interpretation of the parties' understanding concerning the performance of the Agreement.
12. **Notices.** All notices required hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof as follows:

IF TO PROJECT MANAGER: Greystone West Company
Attn: John Dilena
621 West Spain Street
Sonoma, CA 95476

IF TO DISTRICT: Santa Rosa City Schools
Attn: Superintendent
211 Ridgway Ave
Santa Rosa, CA 95401

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

13. **Execution in Counterparts.** This Agreement may be executed in counterparts, electronic or otherwise, all of which, when taken together, shall constitute a fully executed original.
14. **Construction of Agreement.** The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.
15. **No Waiver.** No waiver by the District or the Project Manager of a breach of any of the terms, covenants, or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition contained herein. No waiver of any default by the District or the Construction Manger hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by the District or the Project Manager to or of any act by the other party requiring the consent or approval of the first party shall not he deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party. No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall any such action or failure to act constitute approval of, or acquiescence in, a breach thereunder, except as may be specifically agreed in writing.
16. **Exhibits and Recitals.** All Exhibits and Recitals contained herein are hereby incorporated into the Agreement. The Exhibits may be modified for specific Project(s). In such a case, the modified Exhibit must clearly indicate the specific Project to which it applies.
17. **Successors and Assigns.** The District and the Project Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such

other party with respect to all covenants of this Agreement. Neither the District nor the Project Manager shall assign or transfer this Agreement, any interest therein, or any portion of any interest thereof, without the prior written consent of the other.

18. Entire Agreement. This Agreement represents the entire and integrated agreement between the District and the Project Manager with respect to the subject matter hereof and supersedes any and all prior negotiations, representations or agreements, either written or oral, that may have existed, or do exist, between the parties. This Agreement may be amended only by written instrument clearly identified as an amendment to this Agreement and signed by both the District and the Project Manager.

19. No Third Party Rights. Nothing contained herein shall be deemed to create any contractual relationship between the Project Manager and the Architect of Record or any of the trade contractors, subcontractors, or material suppliers on the Projects; nor shall anything contained in this Agreement be deemed to give any third party claim or right of action against the District, the State Allocation Board (or any other State agency) or the Project Manager which does not otherwise exist without regard to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last listed below.

DISTRICT:

SANTA ROSA CITY SCHOOLS, a California public school district

By: _____

Name: _____

Title: _____

PROJECT MANAGER:

GREYSTONE WEST COMPANY

By:  _____
DocuSigned by: 5FBD7D032C5A4E5...

Name: Todd Lee

Title: President

**EXHIBIT “A”
BASIC SERVICES**

The Project Manager’s “Basic Services” shall, at a minimum, consist of performing the duties enumerated below.

Under the general direction of the Superintendent and Chief Business Officer, the Project Manager will:

1. Provide for the planning, development, design, engineering and completion of the projects.
2. Manage and supervise professional consultants contracted by the District for the full array of architectural and construction and other necessary services related to the projects.
3. Perform other related duties as assigned by the Superintendent and/or Chief Business Officer.

Specific responsibilities and essential duties may include but are not limited to the following:

1. Review and become thoroughly familiar with existing contracts, contracts under negotiation, a project’s design, relevant consultant reports and all other information necessary to facilitate the successful and timely completion of the projects.
2. Provide comprehensive services in the organization, coordination, management and administration required for all aspects of the development of the projects, including, without limitation, planning, programming, site investigation, design, contract procurement, contract formation, construction administration and project closeout.
3. Provide regular updates to the District’s Governing Board (“Board”), appear at Board meetings to present and discuss the status of the projects, explain contractual arrangements, discuss budgetary concerns and updates and permit the Board to make informed decisions regarding the projects when appropriate.
4. Prepare and present reports to the District and other stakeholders regarding the projects.
5. Act as the District’s agent and perform all duties required of the District to facilitate the completion of the projects.
6. Create, maintain and update the District’s existing files for the projects.
7. Review and evaluate submittals, data, documents, pay requests, etc.
8. Participate in all meetings necessary (with contractors and consultants, stakeholders and other interested parties) to ensure the successful completion of the projects.
9. Develop and implement a comprehensive schedule for all activities necessary for the completion of the projects.
10. Develop project work scopes and budgets.
11. Administer and monitor the District’s project budget and progress of work for all phases of the projects.

12. Set timeline parameters, review, and monitor the work of architects and contractors in the development of plans, specifications and contract provisions for all phases of the projects.
13. Prepare requests for proposals and memoranda of understanding for the projects defining work to be done, participating in pre-bid conferences, walk-throughs and evaluation of proposals.
14. Coordinate tasks between principal parties including architects, environmental consultants, engineers, contractors and subcontractors.
15. Review and develop documents for adequacy of scope and constructability.
16. Monitor progress on the projects and coordinate approval of payments.
17. Act as the District's agent involving any disputes relating to revision of needs and negotiating changes to contract or warranty issues with contractors or subcontractors.
18. As requested by the Superintendent, Chief Business Officer or Board, provide a completion report for the projects including recommendations for improving District construction standards, plans, and specifications, contract forms and procedures.
19. Provide District staff with weekly construction activity reports beginning at award of the Program/Project Manager contract until final acceptance as required.
20. Develop District-wide critical path planning analysis.
21. Oversee the preparation of and certify to the Chief Business Officer all necessary reports, forms and documents required by relevant local, federal, state and various funding agencies, guidelines and regulations; Collect and interpret supporting information and data; and Maintain proper documentation and record keeping systems.
22. Work with District legal counsel to prepare contracts for selected consultants or contractors.
23. Act as the District's agent during the entire design and construction process, monitoring the work for timeliness of performance and quality of product.
24. Receive, review, and recommend progress payments from the architect of record and/or inspector of record and coordinate with the District's fiscal department in processing progress payments and approving completed work for payment of invoices. Final payment approval is the responsibility of the Chief Business Officer.
25. Coordinate the work of architect(s) and contractors in their preparation of punch list items, itemizing defects in construction materials and/or quality of work including holdback of final payment until project can be successfully closed out.
26. Perform final certification and release of contractor in support of a stipulated warranty process in coordination with appropriate District staff.
27. Coordinate/originate contractor quality control requirements to be included in the construction contract where appropriate.
28. Perform additional duties as directed by the Superintendent and/or Chief Business Officer.

EXHIBIT "B-1"
SCHEDULE OF FEES FOR BASIC SERVICES

| Name | Title | Hourly Rate |
|-------------|------------------------------|--------------------|
| | Principal | \$200 |
| | Project Manager | \$190 |
| | Project Administrator | \$85 |

Our hourly rates are for services that fall outside of the project/construction management scope.

Basic Services are provided on a lump sum basis, ranging from 3.5% to 5.5% of the construction cost of each project.

EXHIBIT "B-2"
REIMBURSABLE SCHEDULE

Reimbursables are charged at cost only, there is no mark-up applied. Each fee proposal includes a 1.5% fee for reimbursable expenses. Any remaining amount at the end of the project is retained by the District.

EXHIBIT "C" - FINGERPRINTING

With regard to fingerprinting and related requirements, the District and the Project Manager hereby certify as follows:

- X Project Manager's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Project Manager's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Project Manager for the services under this Agreement. 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. (Education Code § 45125.1 (c).)

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Project Manager's services under this Agreement and Project Manager certifies its compliance with these provisions as follows: *"Project Manager certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Project Manager's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Project Manager, who may have contact with District pupils 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."*
- Project Manager's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all 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 Project Manager's on-site employees of Project Manager by an employee of Project Manager, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

- Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

PROJECT ASSIGNMENT #4

This Project Assignment (“Project Assignment”) is entered into as of March 13, 2024 (“Effective Date”) by and between SANTA ROSA CITY SCHOOLS (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Program/Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Montgomery High School 2-Story Classroom Project, commencing June 2024.

2. Services to be Provided.

Preconstruction Services, Basic Services, including Construction Phase Services and General Conditions, if applicable, and general scope of work of services pursuant to the Agreement. Provide for the planning, development, design, engineering and completion of the projects, manage and supervise professional consultants contracted by the District for the full array of architectural and construction and other necessary services related to the projects and Perform other related duties as assigned by the Superintendent and/or Chief Business Officer.

3. Project Schedule and Project Term.

Project commences June 2024 with an anticipated substantial completion date of February 2026. Contract term is from January 2024 (preconstruction) to November 2026 (post-construction).

4. Project Budget.

The construction budget is \$24,915,117.00

5. Schedule of Fees (Compensation and Payment).

Payment for the Basic Services shall be in accordance with the rates set forth in Exhibits B-1 and B-2 to the Agreement and per attached fee schedule.

Payment for the Additional Services shall be as follows:

- This Project does not include any Additional Services.
- This Project includes Additional Services, the Fee Schedule for which is the same as that Fee Schedule set forth in Exhibit B-1.
- This Project includes Additional Services, the Fee Schedule for which is set forth below.

6. Special Conditions and/or Miscellaneous Provisions.

Intentionally Left Blank

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

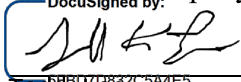
PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa City Schools

By:



By:

Name:

Todd Lee

Name:

Title:

President

Title:

FEE SCALE

CM Fee Proposal

Montgomery HS Project

Construction Budget

\$24,915,117

| % APPORTIONMENT | | COST | FEE |
|------------------------|-----------|----------------------|---------------------|
| 4.50% | of Budget | \$24,915,117.00 | \$ 1,121,180.27 |
| TOTALS: | | \$ 24,915,117 | \$ 1,121,180 |

| | | | |
|--------|-------------------|--|------------------------|
| 45.00% | Pre-Construction | | \$ 504,531.12 |
| 50.00% | Construction | | \$ 560,590.13 |
| 5.00% | Post Construction | | \$ 56,059.01 |
| | | | \$ 1,121,180.27 |

Billings

| | | | |
|-----------|-------------------|--|------------------------|
| Jan-24 | Preconstruction | | \$ 100,906.22 |
| February | Preconstruction | | \$ 100,906.22 |
| March | Preconstruction | | \$ 100,906.22 |
| April | Preconstruction | | \$ 100,906.22 |
| May | Preconstruction | | \$ 100,906.22 |
| June | Construction | | \$ 26,694.77 |
| July | Construction | | \$ 26,694.77 |
| August | Construction | | \$ 26,694.77 |
| September | Construction | | \$ 26,694.77 |
| October | Construction | | \$ 26,694.77 |
| November | Construction | | \$ 26,694.77 |
| December | Construction | | \$ 26,694.77 |
| January | Construction | | \$ 26,694.77 |
| February | Construction | | \$ 26,694.77 |
| March | Construction | | \$ 26,694.77 |
| April | Construction | | \$ 26,694.77 |
| May | Construction | | \$ 26,694.77 |
| June | Construction | | \$ 26,694.77 |
| July | Construction | | \$ 26,694.77 |
| August | Construction | | \$ 26,694.77 |
| September | Construction | | \$ 26,694.77 |
| October | Construction | | \$ 26,694.77 |
| November | Construction | | \$ 26,694.77 |
| December | Construction | | \$ 26,694.77 |
| Jan-25 | Construction | | \$ 26,694.77 |
| February | Construction | | \$ 26,694.77 |
| March | Post-Construction | | \$ 18,686.34 |
| April | Post-Construction | | \$ 18,686.34 |
| May | Post-Construction | | \$ 18,686.34 |
| | | | \$ 1,121,180.27 |

Reimbursable Expenses

| | | | |
|-------|-----------|-----------------|--------------|
| 1.50% | of Budget | \$24,915,117.00 | \$373,726.76 |
|-------|-----------|-----------------|--------------|

| | |
|----------------------------|------------------------|
| TOTAL PROPOSAL COST | \$ 1,494,907.02 |
|----------------------------|------------------------|