

## PROJECT ASSIGNMENT #6

This Project Assignment (“Project Assignment”) is entered into as of March 27, 2024 (“Effective Date”) by and between SANTA ROSA CITY SCHOOLS (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the 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.

Santa Rosa High School Softball Field Scoreboard, commencing March 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 March 2024 with an anticipated substantial completion date of August 2024. Contract term is from March to November 2024.

### 4. Project Budget.

The construction budget is \$163,834

### 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.

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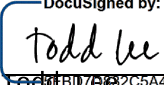
**IN WITNESS WHEREOF**, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa City Schools

By:  \_\_\_\_\_  
Name: DocuSigned by: Todd Lee \_\_\_\_\_  
Title: 3/12/2024 \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FEE SCALE****CM Fee Proposal****Santa Rosa HS Scoreboard Project****Construction Budget****\$163,834**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
4.50%	of Budget	\$163,834.00	\$ 7,372.53
<b>TOTALS:</b>		<b>\$ 163,834</b>	<b>\$ 7,373</b>

45.00%	Pre-Construction		\$ 3,317.64
50.00%	Construction		\$ 3,686.27
5.00%	Post Construction		\$ 368.63
			<b>\$ 7,372.53</b>

**Billings**

March	Preconstruction		\$ 3,317.64
April	Construction		\$ 737.25
May	Construction		\$ 737.25
June	Construction		\$ 737.25
July	Construction		\$ 737.25
August	Construction		\$ 737.25
September	Post Construction		\$ 122.88
October	Post Construction		\$ 122.88
November	Post Construction		\$ 122.88
			<b>\$ 7,372.53</b>

**Reimbursable Expenses**

1.50%	of Budget	\$163,834.00	\$2,457.51
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<b>TOTAL PROPOSAL COST</b>		<b>\$</b>	<b>9,830.04</b>
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## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated March 27, 2024, for reference purposes only, and is made by and between the Santa Rosa City Schools (“District”) and Crawford & Associates, Inc. (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on date to be determined. Consultant shall diligently perform as required and complete performance by September 18, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of not to exceed One Hundred Eighty-Eight Thousand Nine Hundred Forty-Nine Dollars (\$188,949.00). This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties

within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 Insurance Requirement

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

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

\$1,000,000 per occurrence

\$ 100,000 fire damage  
\$ 5,000 med expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage  
\$1,000,000 per occurrence/ \$1,000,000 aggregate

Sexual Abuse and Molestation coverage  
\$1,000,000 per occurrence/ \$1,000,000 aggregate

### 13.2. Proof of Carriage of Insurance.

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

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

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the

District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

20.3. Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Consultant nor any of Consultant's employees who may enter a school site during the time

that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

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

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

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

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

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

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

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

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

25. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed,

the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

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

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

**If to the District:**

Anna Trunnell  
Superintendent  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401

**If to the Contractor:**

Shawn Leyva, PE  
Principal  
Crawford & Associates, Inc.  
3325 Regional Parkway, Suite 8  
Santa Rosa, CA 95403

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

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

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of

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

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

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

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

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

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

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

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

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

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

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

**[Signatures on Following Page]**

**CONSULTANT:  
Crawford & Associates, Inc.**

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

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

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

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

**SANTA ROSA CITY SCHOOLS**

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

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

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

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

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

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

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

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

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

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

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

## CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

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

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

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

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

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

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

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

- Surveillance of Employees by District personnel.

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

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

**CONSULTANT**

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

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

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

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

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

**DISTRICT**

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

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

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

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

### HEALTH SCREENING CERTIFICATION

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Please Print Name: \_\_\_\_\_

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

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

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

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

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

648-102/6759457.1



Sacramento  
Eureka  
Modesto  
Pleasanton  
Santa Rosa  
Seattle  
Ukiah

January 2, 2024

Santa Rosa City Schools  
211 Ridgeway Drive  
Santa Rosa, California, 95401

Attention: Eric Oden

Subject: Proposal – Special Inspection Services  
Montgomery High School New Two-Story Classroom  
1250 Hahman Drive, Santa Rosa, California  
DSA File No. 49-H7; DSA App. No. 01-118024

Dear Eric:

Crawford & Associates, Inc. (Crawford), is presenting this proposal to provide special inspection and materials testing services during construction operations associated with the Montgomery High School Two-Story Classroom project. In preparation of this proposal, we have reviewed plans prepared by TLC D Architecture dated May 6, 2020.

## PROJECT DESCRIPTION

---

Based on our review of project plans, we understand the scope of work includes construction of a new 26,852 square foot two-story classroom building. The building is shown as a combination of welded steel beam and column and cold-formed steel framing supported on a concrete slab-on-grade. Second floor concrete will be supported by welded metal decking. New covered walkways are also indicated with concrete paving adjacent to the structures perimeter. Appurtenant concrete structures, including steel-reinforced retaining walls are also shown. Construction elements requiring Special Inspection and Materials Testing include reinforcing steel, concrete, post-installed anchors, high-strength bolting and welding.

## SCOPE OF SERVICES

---

A California Registered Civil Engineer will review concrete mix design for conformance with project plans and specifications. We will be present at the rebar fabrication facility to sample and tag individual bundles for laboratory tensile and bend testing. Prior to placement of concrete in foundations and slabs, we will perform batch plant inspections to verify that materials and quantities conform to project specifications. During placement of concrete, we will observe procedures, perform temperature and slump tests, and prepare cylinders for laboratory compressive strength testing. Certified welding inspectors will observe shop and field welding and compare our observations to project plans and specifications. We will also torque-test high-strength bolting and observe and test post-installed anchors, as required.

Inspections will be coordinated by the designated DSA Project Inspector. Inspections will be Periodic or Continuous, as determined by project and Code specifications. CRAWFORD will provide the services of qualified and certified technicians, and registered engineering staff to perform the work described above on an as-requested basis. We should be notified at least 24 hours in advance to adequately schedule our services. Any workmanship or discrepancies with construction elements we are requested to observe and/or test will be brought to the immediate attention of the Inspector of Record (IOR) and contractor(s). Field reports and laboratory test results will be distributed to the architect, engineer, IOR, and designated others. In addition, we will upload the reports to the DSA Box. We will prepare and submit interim DSA Form 291



Corporate Office:  
4701 Freeport Boulevard  
Sacramento, CA 95822



Main:  
(916) 455-4225



[www.crawford-inc.com](http://www.crawford-inc.com)

documents (Interim Verified Reports), as requested by the IOR. At completion of the projects, we will prepare final reports for similar distribution.

## COST EVALUATION

CRAWFORD will provide the services of our Special Inspectors on a time-and-materials basis **with no minimum charges** at a rate of \$170 per hour. Other charges will be in accordance with our Schedule of Rates (attached). Accordingly, based on our review of project documents, and experience with similar projects, we recommend that an estimated budget of **\$188,949** be established for our geotechnical observation and testing services, and Special Inspection and material testing services on this project, as detailed in the following table:

SPECIAL INSPECTION / MATERIAL TESTING	HOURS	VISITS	RATE	COST
Civil engineering plan and concrete mix reviews	2	4	\$185	\$1,480
Rebar sample and tag	5	4	\$170	\$3,400
Special inspection during shop and field welding	8	100	\$170	\$136,000
Special inspection during concrete placement	6	8	\$170	\$8,160
Special Inspection of High-Strength Bolting	5	5	\$170	\$4,250
Special inspection of post installed anchors	4	4	\$170	\$2,720
Laboratory High-Strength bolt testing (est)	-	-	-	\$5,000
Laboratory rebar tensile and bend testing (est)	-	-	-	\$5,000
Laboratory concrete compression tests (\$35 ea.)	-	-	-	\$1,400
Sample retrieval	2	8	\$170	\$2,720
Vehicle charges (\$65 per day)	-	-	-	\$4,323
Professional engineering/management @ 8%	-	-	\$185	\$13,956
Reporting, Certified payroll	6	-	\$90	\$540
<b>Total</b>				<b>\$188,949</b>

Should more detailed information or a contractor's schedule become available, we can provide an updated cost evaluation. Please be advised that the actual construction schedule and progress of individual contractors controls the number of site visits needed for observation and testing, and that our total fees may vary from our budget estimate. If testing or travel beyond the scope presented herein is required, we will provide those services at the hourly rates quoted herein and/or as indicated on the Schedule of Rates. However, we will not exceed the contract budget without the owner's prior authorization.

## SPECIAL CONDITIONS AND / OR ASSUMPTIONS

- CRAWFORD is not providing geotechnical or environmental engineering for this project.
- The project qualifies as prevailing wage as set forth by California Department of Industrial Relations.
- This proposal anticipates that the rebar and welding fabrication facilities will be located within our service area. Should the facility be otherwise located, additional travel charges may apply.
- The actual sequencing of work by the contractor has the potential to significantly change the final cost of the services CRAWFORD will provide for this project. Costs may increase or decrease depending on contractor performance.
- Each site visit represents a typical site visit, portal to portal, inclusive of labor, vehicle charges, and equipment charges.
- CRAWFORD will rely on others (owner or contractor authorized representative) to coordinate the total number of site visits needed to meet the quality assurance and testing requirements of the project.
- Material testing or observation performed by CRAWFORD shall not be relied upon as acceptance of the work, and in no way relieves the Contractor of their obligation to perform the work in accordance with the requirements of the Contract Documents, including commonly accepted industry practices.
- CRAWFORD requests CLIENT or CLIENT representative assist in providing safe access during on-site visits to facilitate required field testing and sampling.

Thank you for considering our services. If this proposal is acceptable, please forward contract documents for our review and execution. We look forward to working with you on this project. Please call me directly at (707) 525-1222 should you have questions.

Sincerely,  
Crawford & Associates, Inc.



Senior Civil Engineer

Edward H. Crump, PE



Principal

Shawn Leyva, PE

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated March 28th, 2024 for reference purposes only, and is made by and between the Santa Rosa City Schools (“District”) and [*Coordinated Project Installations*] (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”). [*installation of cubicles in Stony Pt. Suite 150 for HR*]

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on [*March 28th, 2024*]. Consultant shall diligently perform as required and complete performance by [*April 15th, 2024*], unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of [*\$12,680.00*]. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

### 13. Insurance.

#### 13.1 Insurance Requirement

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

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

\$1,000,000 per occurrence  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate

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

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

Part A – Statutory Limits

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

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

### 13.2. Proof of Carriage of Insurance.

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

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

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

Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

20.3. Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Consultant nor any of Consultant's employees who may enter a school site during the

time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

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

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

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

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

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

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

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

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

25. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

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

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

**If to the District:**

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

**If to the Contractor:**

Rich Vitali  
Coordinated Project Installati  
324A Yolanda Ave  
Santa Rosa, CA. 95404

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

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether

oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

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

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

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

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

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

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

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

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

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

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

**[Signatures on Following Page]**

**CONSULTANT:** Coordinated Project Installations, INC **SANTA ROSA CITY SCHOOLS**

By: Rich Vitali

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

Name: Rich Vitali

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

Title: President

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

Date: 3/12/2024

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

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 3/12/2024

Name of Consultant: Coordinated Project Installations, INC

Signature: Rich Vitali

Print Name: Rich Vitali

Title: President

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

### CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

By: Rich Vitali

Name: Rich Vitali

Title: President

Date: 3/12/2024

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

*(Consultant REQUIRED to complete.)*

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

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

Department of Justice has ascertained has not been convicted of a violent or serious felony.

- Surveillance of Employees by District personnel.

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

**MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE:**

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

**CONSULTANT**

By: Rich Vitali

Name: Rich Vitali

Title: President

Date: 3/12/2024

**MUST BE COMPLETED BY DISTRICT’S AUTHORIZED REPRESENTATIVE:**

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

**DISTRICT**

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

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

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

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



### HEALTH SCREENING CERTIFICATION

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

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

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

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

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

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

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

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

Executed at Santa Rosa, California on 3/12/2024

Consultant Signature: Rich Vitali  
Date 3/12/2024

Please Print Name: Rich Vitali

Mailing Address: 324A Yolanda Ave, Santa Rosa, CA 95404

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

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

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

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

648-102/6759457.1



OUR ADDRESS HAS CHANGED  
 324A Yolanda Ave  
 Santa Rosa, CA 95404

# Estimate

Date	Estimate #
3/8/2024	20426

Name/Address
Santa Rosa City Schools

Project	Requested By	Terms
SRCS	Felicia	Net 30

Description	Total
<p>Pull from storage at CPI, deliver and install (7) cubes, (3) private offices, and (1) conference table. Price includes prevailing wages:</p> <p>Quote is based on e-mail received and assumes all work done on normal time.</p> <p><i>Lic.# 879120</i></p> <p><b>TERMS &amp; CONDITIONS:</b>                      ***CPI is not responsible for security of project after delivery to job site                      ***Additions to project after quotation may result in extra charges                      ***Job-site must be free and clear of all items unrelated to installation                      ***Product received at CPI warehouse and stored beyond 30 days will incur storage charges                      ***Quote does not include a cost of waiver of subrogation</p>	12,680.00
<b>Total</b>	<b>\$12,680.00</b>



T&R Communications, Inc.  
 231 Lathrop Way, Suite A  
 Sacramento, CA 95815  
 CSLB #936024  
 Office (916) 286-3300  
 Fax (916) 570-1181

**Customer:** Santa Rosa City School District – Daniel Pena  
**Location:** District Temp Office Stony Point TM  
**CMAS Contract No.:** CMAS #3-23-04-1031  
**Proposal No.:** 130022-00824  
**Date:** March 13, 2024

**Scope of Project**

T&R Communications, Inc. (T&R) has determined the following scope of work from the request sent to Allen Noe. T&R will provide the materials and labor services for the following:

**District Office TM-**

Provide Labor and Material on a TM ticket not to exceed.

**Project Notes:**

- Installation labor will be furnished from the T & R Communications headquarters and utilize local manpower from the Santa Rosa IBEW local #551 Sound and Communications resources.
- All work estimated to be performed during normal business hours.
- No new conduits, cores or electrical outlets are included in this quote.
- All, shipping and handling is included in the project total.

**District Office TM**

**\$20,000.00**

**Materials, Workmanship, Change Orders:**

All Material is guaranteed to be as specified. All Work to be completed in a Professional manner consistent with our industry standards. Any Alteration or deviation from the above Project Scope involving extra cost will be executed only upon Written Orders and will become an Extra Charge over and above this Quotation. Workers' Compensation insurance covers all T&R Communications, Inc. Employees. If legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which the prevailing party may be entitled. All Material and Workmanship is GUARANTEED for ONE YEAR from completion of the Project.

**Price is Valid for Only Thirty (30) Days:**

T & R Communications, Inc. can only honor the prices stated in this Agreement for thirty (30) days. Therefore, unless this Agreement is signed by Customer without changes and returned so that it is received by T & R Communications, Inc. within thirty (30) days from the date stated on the front page of this Agreement, then Customer agrees that it will be subject to potential price increases from the price stated in this Agreement which increase shall be the equivalent of any price increase that T & R Communications, Inc. receives from its suppliers. Customer agrees to execute any change order for this purpose. Also, for public works, if the prevailing wage rates change during a project and that change impacts T & R Communications, Inc. on the project at issue, Customer agrees that it will be responsible for any increases in cost incurred by T & R Communication, Inc. as a result of that prevailing wage rate increase. Customer agrees to execute any change order for this purpose.



---

Payment, Fees and Interest:

Payment in full is due within 30 days after each invoice date. If any action is brought to seek collection of sums owed, the prevailing party shall be entitled to actual attorney fees and costs incurred in good faith. If arbitration is sought, prevailing party shall also be entitled to all costs of arbitrator and arbitration forum. Interest shall be payable on all sums due at a rate of 1.5% simple interest per month.

Incorporation and Precedence:

This Proposal and Contract shall be incorporated into any subsequently executed contract or subcontract in relation to the project on which this Proposal and Contract is submitted, despite any language in the subsequent contract or subcontract to the contrary. The terms of this Proposal and Contract shall control and take precedence over any contrary or conflicting terms of any contract or subcontract subsequently executed. This Proposal and Contract should not be accepted unless contracting party agrees to all of the terms of this Proposal and Contract.

**T&R Communications, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_



Lawns Made Perfect®

## **LANDSCAPING PROPOSAL**

***Maria Carillo High School rev 3-4-24***

***PREPARED FOR: VPCS***

***Date 3/4/24***

## **Heavenly Greens**

*370 Umbarger Road*

*San Jose, CA 95111*

*Proposal Prepared By:*

*Steve Taylor*

*Cell Phone: 408-595-2105*

*Phone office: 408-600-2191*

*Fax: (408) 723-4952*

*E-Mail: [Staylor@heavenlygreens.com](mailto:Staylor@heavenlygreens.com)*

*Contractor License: 923094*

**CMAS Contract Number: 4-06-78-0031A**

**CMAS Expiration Date: 8/6/2026**



# Scope of Work

## Event and Common Space Turf

**SITE PREPARATION & INSTALLATION: Main scope (Area at long jump to small shed.)**

1. Heavenly Greens to remove existing grass and organic material for up to 19,130 sqft.
2. Heavenly Greens to install 579 ft of 2x12 pressure treated wood border.
3. Heavenly Greens to install 1,350 ft of 2x4 composite nailer board.
4. Heavenly Greens to install 19,130 sqft of gopher wire to bare subgrade
5. Heavenly Greens to supply, and install up to 4" of permeable base rock for up to 19,130 sqft.
6. Heavenly Greens to install 19,130 sqft of Command Core artificial turf by Fieldturf complete with silica sand infill. Includes site protection and facilities, one-time union enrollment, and union wages.

<b>Primary Scope</b>			
<b>ITEM</b>	<b>CMAS PRICE</b>	<b>QUANTITY</b>	<b>TOTAL</b>
Removal and Disposal of Organics	\$2.10	19,130 SF	\$40,173.00
Gopher Wire	\$1.80	19,130 SF	\$34,434.00
Stabilized Crushed Stone Base	\$3.50	19,130 SF	\$66,955.00
Command CORE (Includes Infill)	\$9.61	19,130 SF	\$183,839.30
2" x 4" Composite Nailer Board	\$10.25	1,350 LF	\$13,837.50
2x12 Treated Lumber	\$10.25	579 LF	\$5,934.75
<b>Subtotal</b>			<b>\$345,173.55</b>
Bond			\$6,903.47
<b>Primary Scope Total</b>			<b>\$352,077.02</b>

(cont. below)

## SITE PREPARATION & INSTALLATION: Alternate Scope

1. Heavenly Greens to remove and dispose of up to 5" of existing dirt and grass for up to 4,677 sqft.
2. Heavenly Greens to install 538 ft of 2x4 composite nailer board.
3. Heavenly Greens to install 4,677 sqft of gopher wire to bare subgrade
4. Heavenly Greens to supply, and install up to 4" of permeable base rock for up to 4,677 sqft.
5. Heavenly Greens to install 4,677 sqft of Command Core artificial turf by Fieldturf complete with silica sand infill. Includes site protection and facilities, one-time union enrollment, and union wages.

## PRICING

<b>Primary Scope</b>			
<b>ITEM</b>	<b>CMAS PRICE</b>	<b>QUANTITY</b>	<b>TOTAL</b>
Removal and Disposal of Organics	\$2.10	4,677 SF	\$9,821.70
Gopher Wire	\$1.80	4,677 SF	\$8,418.60
Stabilized Crushed Stone Base	\$3.50	4,677 SF	\$16,369.50
Command CORE (Includes Infill)	\$9.61	4,677 SF	\$44,945.97
2" x 4" Composite Nailer Board	\$10.25	538 LF	\$5,514.50
<b>Subtotal</b>			<b>\$85,070.27</b>
Bond			\$1,701.41
<b>Primary Scope Total</b>			<b>\$86,771.68</b>

- Our current **installation lead-time is approximately 4-8 weeks** - Contract signature date is used for lead-time scheduling purposes.
- 35% security deposit due at signing. 50% of remainder is due at start of job. Remainder due upon completion
- Scheduling will take place upon receipt of Purchase Order or receipt of this signed proposal and or contract accepting terms and authorizing work.  
Installations will not be started until deposit has been received and if a start of work/material check is required this must be received by the first workday.
- Pricing for the turf installation is based on a **Service Contract** and is valid for 60 days.
- Bonds **NOT** included in proposal- if Bonds are required there will be an additional cost.
- Any changes to this proposal/contract must be done so in writing with a change order.

- Heavenly Greens portion of this project includes only those items listed above. Any additional work or requirements will result in additional cost.
- Heavenly Greens is not responsible for permits or fees other than those negotiated in “scope of work” agreement.
- Work must be performed during normal work hours. Any requirements to perform installations outside normal work hours including Saturdays will be at an additional charge.
- Work stopped for any reason by client and Heavenly Greens crew has to return on a later date, there will be an additional charge for remobilization.
- Heavenly Greens is not responsible for any crane lifts or traffic control need to load material unless expressly negotiated.
- Heavenly Greens is not a union company. Unless specified above, if Heavenly Greens has to enter into a one-time union agreement it will be done at the cost of the contractor and is only available if there is a PLA.
- Heavenly Greens is not responsible for any work relating to moisture barrier.
- There have been random cases of artificial turf being melted by highly reflective surfaces such as low-e window. Heavenly Greens does not warranty this damage should it occur.

**Company:** \_\_\_\_\_

**Customer Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Heavenly Greens Representative Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **COMPANY OVERVIEW**

Heavenly Greens has been Northern California's premier synthetic turf dealer for more than 15 years. During that time, Heavenly Greens has performed over 12,000 commercial, residential and military installations, making us the premier provider of synthetic landscaping for the Northern California area. Heavenly Greens only employs professional, experienced and trained personnel to handle sales, installation and customer care for all our landscape improvement projects.

Heavenly Greens provides professional installation to maintain a consistently high level of quality and to protect our customers' investments. Our company uses the latest equipment and offers an outstanding warranty to ensure every installation we complete always looks its best.

## **THE PRODUCT**

The products offered by Heavenly Greens are the same products being used by many military installations, large commercial and institutional complexes, as well as by the National Football League, Professional Baseball, college and high school sports teams. These organizations have done the research on the best turf options for their stringent requirements and have selected FieldTurf.

Heavenly Greens products were designed with a single goal in mind – to create an artificial surface that duplicates the look, feel and working conditions of real grass. After years of research and development, Heavenly Greens is unlike any other artificial turf. Instead of a dense, abrasive rug, the fiber surfaces are soft and silky, just like new blades of grass. People can slide, play, fall and tumble on a unique blend of specially treated polyethylene fibers without fear of abrasions.

### **People & Pet Friendly**

- Looks and Feels Just Like Real Grass
- Long Life Expectancy
- Superior Drainage Capabilities
- Rapid ROI From Water & Maintenance Savings
- Minimal Maintenance Required
- No Harmful Fertilizers or Pesticides Needed
- Non-Allergenic

- Does Not Stain Clothes

## **DEPENDABLE INSTALLATION**

Heavenly Greens is fully insured, licensed and bonded and with 12,000 installations, our crews have extensive experience working on commercial properties and military installations. Plus, our crews will use the proper procedures for gaining access to an installation/job site. Additionally, all Heavenly Greens' employees are required to undergo a rigorous training program before working on any project.

Our patented installation process includes polyethylene blades, and a sand and rubber infill that provides years of grass-like appearance and use, without the regular maintenance of natural grass. Also, 100% of all seams are stapled and glued using adhesives specifically recommended by the manufacturer. Once installed, our products are resistant to temperature extremes, drain quickly (faster than real grass at over 300 inches per hour), and are extremely low-maintenance.

## **ENVIRONMENTAL IMPACT**

Heavenly Greens has made a commitment towards having a positive impact on the environment. We use recycled crumb rubber, which is free of any metallic and polyester residue. Water use is nearly eliminated with Heavenly Greens, as it does not require any irrigation to retain its color and texture. Fuel consumption and noise concerns associated with lawn maintenance will be nonexistent. Heavenly Greens eliminates the need for fertilizers, pesticides or other harmful chemicals that adversely impact our earth's soil. Furthermore, exhaust from 2-cycle mowers and trimmers is reduced or eliminated.

## **Substantial Environmental Benefits**

- Dramatically Improves Water Conservation
- Water & Energy Efficient Landscaping
- Can Assist in Obtaining 12 to 18 LEED Points
- Minimizes Site Disturbance
- Enhances Erosion Control
- Improves Storm Water Management

## **LEED CERTIFICATION**

As a member of the U.S. Green Building Council, Heavenly Greens is proud to offer products that can significantly contribute to an installation's Leadership in Energy and Environmental Design (LEED) Certification. The LEED Green Building Rating System™ is a third-party certification program and the nationally accepted benchmark for sustainable green building and development practices. Heavenly Greens synthetic turf systems are designed to meet stringent LEED criteria and can assist in obtaining 12 to 18 points toward LEED certification. Additionally, all EasyTurf products are made from 100% recyclable materials.

## **CUSTOMER SERVICE GUARANTEE**

Heavenly Greens is a professional synthetic turf company with an outstanding dedication to customer satisfaction. Every installation begins with a free design consultation from one of our professional and knowledgeable design consultants who will provide guidance and recommendations regarding the project.

Each project is overseen by an experienced Heavenly Greens installation foreman. Customers will be advised on arrival times and contacted if schedule changes are necessary. Additionally, all projects are completed in as timely a manner as possible, and the installation area will be left clean with all left over materials removed.

## **WARRANTY**

Heavenly Greens products are warranted for a period of eight (8) years from the date of completed installation against all defects in workmanship and premature wear and tear, provided that the product is properly maintained. The manufacturer warranty provides for an eight (8) year guarantee from ultraviolet degradation due to normal exposure to the sun. Heavenly Greens synthetic lawns are the only products in the industry backed by a third-party insurer.

## **CARING FOR A HEAVENLY GREENS LAWN**

Minimum care is recommended to keep your turf performing as designed and wearing properly. This mostly concerns removing leaves and other debris, which can be done using a leaf rake or power blower. On rare occasions, infill material may be displaced in high-traffic areas or after periods of extreme rainfall and the use of a leaf rake may be necessary to relocate displaced infill.

## **SHOWCASE LOCATIONS**

Heavenly Greens & Field Turf have thousands of commercial and residential installations in the Northern California area with highly visible commercial locations including:

- San Francisco SPCA
- San Jose State University
- Sea Cloud Park Batting Cages – Foster City
- Plantronics, Santa Cruz
- Silicon Valley Humane Society
- Monterey SPCA
- Customer Residence – 5<sup>th</sup> Hole Spyglass Pebble Beach
- The Urban school, San Francisco
- Google Day Care Center
- Santa Clara University
- De Anza College
- Sierra College
- Canada College
- Achiever Christian School
- San Jose Boys & Girls Club
- Monterey Peninsula College
- Monterey SPCA
- And many more... \*

I welcome the opportunity to work with you on this project and any others that you may have in the future. Please feel free to contact me if you have any questions or if I can provide any additional information.

***Best Regards,***

***Steve Taylor***

***Heavenly Greens***

***370 Umbarger Rd***

***San Jose, Ca 95111***

***Cell: 408-595-2105***

***staylor@heavenlygreens.com***

***Showroom is opened – (M-F 8- 5:00)***

**\* HEAVENLY GREENS references are available on request. Please visit our website at**

**[www.heavenlygreens.com](http://www.heavenlygreens.com)**

**PROJECT ASSIGNMENT  
(EXHIBIT A TO AGREEMENT FOR ARCHITECTURAL SERVICES)**

This Project Assignment is executed between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and Quattrocchi Kwok Architects (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated July 10, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description.**

Herbert Slater Middle School All Access Restroom Modernization, Schematic Design

**2. Basic Services.** The Architect will provide the following Basic Services noted below for the above-described Project.

**Basic Services Phases**

- Schematic Design
- Design Development
- Preliminary Plans Value Engineering
- Preliminary Plans Phase Constructability Review
- Construction Documents
- Construction Drawings Value Engineering
- Construction Drawings Constructability Review
- Bidding
- Construction
- Post-Construction

**Design Consultants Included in Basic Services**

- Structural
- Civil
- On-Site
- Off-Site
- Mechanical
- Plumbing
- Electrical
- Telecommunications/Data
- Landscaping
- Other: \_\_\_\_\_

**3. Design Requirements and Deliverables.** If applicable, the Architect will provide a list of all design requirements and deliverables to the District along with this executed Project Assignment. Said list will be attached to this Project Assignment as an exhibit and incorporated by reference herein.

**4. Project Construction Budget.** Two Million, one hundred thousand Dollars (\$2,100,000)

**5. Architect Services Budget.** \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**6. Architect Compensation:**

**A. Contract Price.** \$50,000 Lump Sum Not to Exceed.

**B. Payment Method:**

- Allocation of Contract Price to Phases of Basic Services.**

Schematic Design 100%  
 Design Development \_\_\_\_\_ %  
 Construction Documents \_\_\_\_\_ %  
 Bidding \_\_\_\_\_ %  
 Construction \_\_\_\_\_ %  
 Post-Construction \_\_\_\_\_ %

or

Hourly, not to exceed the Contract Price Above.

**C. Additional Services Rate Schedule:**

Architect Personnel

**Aaron Jobson – Principal in Charge**  
**Kevin Chapin – Project Manager/Studio Leader**  
**Balyn Pitman – Sr. Project Architect**  
**Christina McMillan – Project Architect**

Design Consultants Personnel

**O’Mahoney and Myer – Electrical Engineering**  
**Costa Engineers – Mechanical and Plumbing Engineering**  
**ZFA Structural Engineers - Structural Engineering**

**6. Basic Services Submittal Schedule:**

	START DATE	FINISH DATE
<b>Schematic Design Phase</b>	3/15/2024	5/15/2024
<b>Initial Design Development Phase</b>		
<b>Final Design Development Phase</b>		
<b>Preliminary Plans Value Engineering; Constructability Review</b>	Value Engineering: _____  Constructability Review: _____	Value Engineering: _____  Constructability Review: _____
<b>Initial Construction Documents Phase</b>		
<b>Final Construction Documents Phase</b>		

<b>Construction Drawings Value Engineering; Constructability Review</b>	Value Engineering: _____  Constructability Review: _____	Value Engineering: _____  Constructability Review: _____
<b>Bidding</b>		
<b>Construction</b>		
<b>Post-Construction</b>		

Dated: March 11, 2024

**SANTA ROSA HIGH SCHOOL DISTRICT/**

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

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

**QUATTROCCHI KWOK ARCHITECTS**

By: Haron Johnson

Title: President/CEO



March 11, 2024

Erik Oden  
Executive Director Facilities, Maintenance, and Operations  
Santa Rosa City Schools  
211 Ridgway Ave., Santa Rosa, CA 95401

RE: Herbert Slater Middle School All Access Restrooms  
Project No.: 2330.00

Dear Lisa,

One of the highest priority facilities needs identified in the Facilities Master Plan was the creation of All-Access Restrooms at the High School and Middle School campuses within the District to increase equity, supervision and safety for students. As a first step in this process the SRCS Facilities team has asked QKA to provide this proposal to create a preliminary design to determine the best approach for the Herbert Slater Middle School restrooms. We propose the scope of work, compensation and schedule as follows:

*Scope of Work:*

QKA proposes an initial Schematic Design phase to develop layout options for All Access Restrooms on the MHS site. The QKA team will review existing conditions and recently developed layouts for similar restrooms in the new classroom building and develop an initial proposed layout and location for All Access Restrooms. We will then review this layout with MHS staff and students to get their feedback and finalize the design. QKA will also engage mechanical and electrical engineers to determine a preliminary scope of work for the proposed improvements. Additional phases of work from Design Development through Construction Administration will be provided under a future proposal once the scope of work and budget are more clearly defined.

*Compensation:*


QKA proposes a fixed fee for this work of \$50,000.

*Schedule:*

We propose a schedule of 6-8 weeks. We can begin work on this immediately upon approval so that this phase can be completed prior to the end of the school year.

We appreciate the opportunity to provide these services to the District. Please let us know if there are any questions or concerns regarding this proposal. If the scope of work, compensation and schedule are acceptable please return a signed copy of this proposal or an agreement for these services.

Sincerely,



Aaron Jobson, AIA, ALEP  
President/CEO

cc: Van Pelt Construction Services  
encl.

\_\_\_\_\_  
Erik Oden  
Executive Director Facilities, Maintenance, and Operations

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


**Certificate Of Completion**

Envelope Id: 8604E0BF65894B7FBE86E16230C38AD9	Status: Completed
Subject: Complete with DocuSign: SRCS_HSMS Restrooms_QKA Project Assignment - Proposal.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 157.131.81.166

**Record Tracking**

Status: Original	Holder: Jonette Johnson	Location: DocuSign
3/15/2024 12:52:46 PM	jonette.johnson@vpcsonline.com	

**Signer Events**

Signer Events	Signature	Timestamp
Aaron Jobson		Sent: 3/15/2024 12:55:07 PM
aaronj@qka.com		Viewed: 3/15/2024 3:39:09 PM
President/CEO		Signed: 3/15/2024 3:39:14 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 50.223.49.82	

**Electronic Record and Signature Disclosure:**  
Accepted: 3/15/2024 3:39:09 PM  
ID: e3ee798b-25ed-42c8-be4f-65860322ccce

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/15/2024 12:55:07 PM
Envelope Updated	Security Checked	3/15/2024 1:27:42 PM
Envelope Updated	Security Checked	3/15/2024 1:27:42 PM
Certified Delivered	Security Checked	3/15/2024 3:39:09 PM
Signing Complete	Security Checked	3/15/2024 3:39:14 PM
Completed	Security Checked	3/15/2024 3:39:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Van Pelt Construction Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Van Pelt Construction Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [eric@vpcsonline.com](mailto:eric@vpcsonline.com)

### **To advise Van Pelt Construction Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [eric@vpcsonline.com](mailto:eric@vpcsonline.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Van Pelt Construction Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [eric@vpcsonline.com](mailto:eric@vpcsonline.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Van Pelt Construction Services**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [eric@vpcsonline.com](mailto:eric@vpcsonline.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Van Pelt Construction Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Van Pelt Construction Services during the course of your relationship with Van Pelt Construction Services.

**PROJECT ASSIGNMENT  
(EXHIBIT A TO AGREEMENT FOR ARCHITECTURAL SERVICES)**

This Project Assignment is executed between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and Quattrocchi Kwok Architects (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated July 10, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description.**

Mongomery High School All Access Restroom Modernization, Schematic Design

**2. Basic Services.** The Architect will provide the following Basic Services noted below for the above-described Project.

**Basic Services Phases**

- Schematic Design
- Design Development
- Preliminary Plans Value Engineering
- Preliminary Plans Phase Constructability Review
- Construction Documents
- Construction Drawings Value Engineering
- Construction Drawings Constructability Review
- Bidding
- Construction
- Post-Construction

**Design Consultants Included in Basic Services**

- Structural
- Civil
- On-Site
- Off-Site
- Mechanical
- Plumbing
- Electrical
- Telecommunications/Data
- Landscaping
- Other: \_\_\_\_\_

**3. Design Requirements and Deliverables.** If applicable, the Architect will provide a list of all design requirements and deliverables to the District along with this executed Project Assignment. Said list will be attached to this Project Assignment as an exhibit and incorporated by reference herein.

**4. Project Construction Budget.** One Million, two hundred thousand Dollars (\$1,200,000)

**5. Architect Services Budget.** \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**6. Architect Compensation:**

**A. Contract Price.** \$30,000 Lump Sum Not to Exceed.

**B. Payment Method:**

- Allocation of Contract Price to Phases of Basic Services.**

Schematic Design 100%  
 Design Development \_\_\_\_\_ %  
 Construction Documents \_\_\_\_\_ %  
 Bidding \_\_\_\_\_ %  
 Construction \_\_\_\_\_ %  
 Post-Construction \_\_\_\_\_ %

or

Hourly, not to exceed the Contract Price Above.

**C. Additional Services Rate Schedule:**

Architect Personnel

**Aaron Jobson – Principal in Charge**  
**Kevin Chapin – Project Manager/Studio Leader**  
**Balyn Pitman – Sr. Project Architect**  
**Christina McMillan – Project Architect**

Design Consultants Personnel

**O’Mahoney and Myer – Electrical Engineering**  
**Costa Engineers – Mechanical and Plumbing Engineering**  
**ZFA Structural Engineers - Structural Engineering**

**6. Basic Services Submittal Schedule:**

	START DATE	FINISH DATE
<b>Schematic Design Phase</b>	3/15/2024	5/15/2024
<b>Initial Design Development Phase</b>		
<b>Final Design Development Phase</b>		
<b>Preliminary Plans Value Engineering; Constructability Review</b>	Value Engineering: _____  Constructability Review: _____	Value Engineering: _____  Constructability Review: _____
<b>Initial Construction Documents Phase</b>		
<b>Final Construction Documents Phase</b>		

<b>Construction Drawings Value Engineering; Constructability Review</b>	Value Engineering: _____  Constructability Review: _____	Value Engineering: _____  Constructability Review: _____
<b>Bidding</b>		
<b>Construction</b>		
<b>Post-Construction</b>		

Dated: March 11, 2024

**SANTA ROSA HIGH SCHOOL DISTRICT/**

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

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

**QUATTROCCHI KWOK ARCHITECTS**

By:         *Naxon Johnson*        

Title:         President/CEO



March 11, 2024

Erik Oden  
Executive Director Facilities, Maintenance, and Operations  
Santa Rosa City Schools  
211 Ridgway Ave., Santa Rosa, CA 95401

RE: Montgomery High School All Access Restrooms  
Project No.: 2329.00

Dear Erik,

One of the highest priority facilities needs identified in the Facilities Master Plan was the creation of All-Access Restrooms at the High School and Middle School campuses within the District to increase equity, supervision and safety for students. As a first step in this process the SRCS Facilities team has asked QKA to provide this proposal to create a preliminary design to determine the best approach for the Montgomery High School restrooms. We propose the scope of work, compensation and schedule as follows:

*Scope of Work:*

QKA proposes an initial Schematic Design phase to develop layout options for All Access Restrooms on the MHS site. The QKA team will review existing conditions and recently developed layouts for similar restrooms in the new classroom building and develop an initial proposed layout and location for All Access Restrooms. We will then review this layout with MHS staff and students to get their feedback and finalize the design. QKA will also engage mechanical and electrical engineers to determine a preliminary scope of work for the proposed improvements. Additional phases of work from Design Development through Construction Administration will be provided under a future proposal once the scope of work and budget are more clearly defined.

*Compensation:*

QKA proposes a fixed fee for this work of \$30,000.

*Schedule:*

We propose a schedule of 6-8 weeks. We can begin work on this immediately upon approval so that this phase can be completed prior to the end of the school year.

We appreciate the opportunity to provide these services to the District. Please let us know if there are any questions or concerns regarding this proposal. If the scope of work, compensation and schedule are acceptable please return a signed copy of this proposal or an agreement for these services.

Sincerely,



Aaron Jobson, AIA, ALEP  
President/CEO

cc: Van Pelt Construction Services  
encl.

---

Erik Oden  
Executive Director Facilities, Maintenance, and Operations

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

**Certificate Of Completion**

Envelope Id: 88E76AE40E3B4E44841C97E219DFF08F	Status: Completed
Subject: Complete with DocuSign: SRCS_MHS Restrooms_QKA Project Assignment - Proposal.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 157.131.81.166

**Record Tracking**

Status: Original	Holder: Jonette Johnson	Location: DocuSign
3/15/2024 12:41:31 PM	jonette.johnson@vpcsonline.com	

**Signer Events**

Signature	Timestamp
Aaron Jobson aaronj@qka.com President/CEO Security Level: Email, Account Authentication (None)	Sent: 3/15/2024 12:51:49 PM Viewed: 3/15/2024 3:38:52 PM Signed: 3/15/2024 3:39:01 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.223.49.82	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/15/2024 3:38:52 PM  
 ID: a072f476-4bcd-4909-b6dd-006288970223

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/15/2024 12:51:49 PM
Envelope Updated	Security Checked	3/15/2024 1:30:51 PM
Envelope Updated	Security Checked	3/15/2024 1:30:52 PM
Certified Delivered	Security Checked	3/15/2024 3:38:52 PM
Signing Complete	Security Checked	3/15/2024 3:39:01 PM
Completed	Security Checked	3/15/2024 3:39:01 PM

**Payment Events**

**Electronic Record and Signature Disclosure**

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Van Pelt Construction Services**

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- ii. send us an email to [eric@vpcsonline.com](mailto:eric@vpcsonline.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated March 28th, 2024 for reference purposes only, and is made by and between SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and South Bay Communications (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on March 28, 2024. Consultant shall diligently perform as required and complete performance by April 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

- Signed Agreement
- Insurance Endorsements- Already on hand
- Workers' Compensation Certificate
- Debarment Certification
- W-9 Form – Already on hand
- Scope of Work- See proposal
- Fingerprinting/Criminal Background Certificate

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of \$33,287.30. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

#### 11. Termination.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 Insurance Requirement

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

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

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

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

Sexual Abuse and Molestation coverage

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

### 13.2. Proof of Carriage of Insurance.

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

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

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

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

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to the District:**

Lisa August  
Associate Superintendent, Business Services  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401

**If to the Contractor:**

South Bay Communications  
Jeff Baker  
1134 Cadillac Court, Milpitas, CA 95035

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

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

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

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

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

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

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

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

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

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

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

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

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

**[Signatures on Following Page]**

**CONSULTANT:** South Bay Communications **SANTA ROSA CITY SCHOOLS**

By: *Jeff Baker*

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

Name: Jeff Baker

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

Title: President

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

Date: 3/15/2024

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

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 3/15/2024

Name of Consultant: South Bay Communications

Signature: *Jeff Baker*

Print Name: Jeff Baker

Title: President

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

## CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

By:   Jeff Baker  

Name:   Jeff Baker  

Title:   President  

Date:   3/15/2024

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

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

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

- Surveillance of Employees by District personnel.

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

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

**CONSULTANT**

By: Jeff Baker

Name: Jeff Baker

Title: President

Date: 3/15/2024

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

**DISTRICT**

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

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

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

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

### HEALTH SCREENING CERTIFICATION

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

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

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

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

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

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

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

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

Executed at \_\_\_\_\_, California on 3/15/2024

Consultant Signature: Jeff Baker

Date 3/15/2024

Please Print Name: Jeff Baker

Mailing Address: 1134 Cadillac Court, Milpitas, CA 95035

Social Security Number: \_\_\_\_\_ or Tax ID: 38-3907453

Phone: O (888) 525-7767 ext. 210 Fax: \_\_\_\_\_

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

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

648-102/6759457.1



**SOUTH BAY  
COMMUNICATIONS**

# **Santa Rosa City School - Expansion Suite**

**Prepared For**

**Santa Rosa City School  
Adrian Bica**

**Document Number  
024Q161**



<b>QUOTE #</b>	<b>024Q161</b>
<b>DATE</b>	<b>3/4/2024</b>

**Prepared For:**  
**Adrian Bica**  
**Santa Rosa City School**  
**110 Stony Point, Suite 210**  
**Santa Rosa, CA 95401**

**Prepared By:**  
**Jeff Baker**  
**1134 Cadillac Court**  
**Milpitas, CA 95035**  
**P: 888-525-7767**

**P: 707-548-8595**  
**E: abica@srcs.k12.ca.us**

**E: Jeff@southbaycommunications.com**

<b>PO Number</b>	<b>Payment Terms</b>	<b>Valid Through</b>
	<b>Net 30</b>	<b>Apr 4, 2024</b>

**Scope of Work**

**Brivo System:**

Provide and install access control field devices to (4) locations using Brivo access control and head-end panels. Install new Field Devices at the following locations:

**Door 1 - Front Lobby Door**

(1) HID Card Reader, Rex, & Contacts  
 Electrified Cylindrical Door Hardware kit to be installed.

**Door 2 - Side Entry Door**

(1) HID Card Reader, Rex, & Contacts  
 Electrified Crash Bar Conversion Door Hardware kit will be installed.

**Door 3 - IT Room Door**

(1) HID Card Reader, Rex, & Contact  
 Electrified Cylindrical Door Hardware kit to be installed.

**Door 4 - Suite 150 Door**

(1) HID Card Reader, Rex, & Contact  
 Electrified Cylindrical Door Hardware kit to be installed.

**At the MDF/Server Room we will install:**

**Brivo Onair Panel Kits for Controls and Communications**  
**Altronix Power Supplies with battery backup power, to provide power for the electrified locking door hardware.**

**We will install and terminate associated cabling for network connections, low-voltage power, and interface relays.**

**Brivo System:**

The work to be done is in Suite 150 on the 1st floor.

Provide and install access control field devices to (4) locations using Brivo access control and head-end panels. Install new Field Devices at the following locations:

**Door 1 - Front Lobby Door**

(1) HID Card Reader, Rex, & Contacts

Electrified Cylindrical Door Hardware kit to be installed.

**Door 2 - Internal Side Entry Door**

(1) HID Card Reader, Rex, & Contacts

Electrified Crash Bar Conversion Door Hardware kit will be installed.

**Door 3 - File Storage Door**

(1) HID Card Reader, Rex, & Contact

Electrified Cylindrical Door Hardware kit to be installed.

**Door 4 - Exterior Break Room Door**

(1) HID Card Reader, Rex, & Contact

Electrified Cylindrical Door Hardware kit to be installed.

From the 2nd floor Server room we will install (1) cat 6 plenum cable to the storage room for connecting the 2 Brivo's together. We will mount a 2' x 4' plywood backboard.

At the Storage Room we will install:

Brivo Onair Expansion cabinet with Door Boards for Controls and Communications

Altronix Power Supplies with battery backup power, to provide power for the electrified locking door hardware.

We will install and terminate associated cabling for network connections, low-voltage power, and interface relays.

Access Control (4-Door)	\$16,959.85	Qty
<p>Brivo ACS6100 Large Expansion Chassis (Accommodates eight (8) ACS6100 expansion boards)</p> <ul style="list-style-type: none"> <li>1 - Large enclosure with lock</li> <li>2 - B-ACS6100-PSB internal power supply boards (does not support power for electronic locks)</li> <li>2 - Plug-in AC/DC power adapters</li> <li>1 - 12v 28Ah sealed lead acid battery backup</li> </ul> <p>[Compatible with all Brivo ACS6000/6100 series boards]</p>		<b>1</b>
<p>Two Reader Expansion Board with OSDP. [Can be used to replace ACS6000 series DBs when used with the B-ACS6100-ADPL adapter plate.]</p>		<b>2</b>
<p>Access Control Gutter</p>		<b>1</b>

Access Power Controller w/ Power Supply/Charger, 8 PTC Class 2 Relay Outputs, 12/24VDC @ 4A, FAI, 115VAC, BC400 Enclosure	1
Altronix Line Cord, 3 Wire, 6ft.	1
TRI-ED 12V 7AH SEALED LEAD BATTERY UB1270	2
HID GLOBAL CORPORATION   MultiClass Reader, RP10, Mullion, HID/AWID/EM4102 Prox, SIO/SEOS + Legacy, Std Ver. 1 Keypad, Wiegand, Pigtail Cable: 18" (0.45m), Idel LED: Red, Response: Green LED, 1 Beep, Black	1
MultiClass Reader, RP40, Wall Switch, HID/AWID/EM4102 Prox, SIO/SEOS + Legacy, Std Ver. 1 Keypad, Wiegand, Terminal Strip Conn., Idel LED: Red, Response: Green LED, 1 Beep, Black	3
Bosch Security Request To Exit Detector - Black	4
Recessed Door Contact - Brown	6
Access Control Multi Conductor Combo Cable	1.5
Brivo Tier 3 Reader Monthly Data Plan (For each reader from 13+ on the account) Applies to ACS6000, ACS300, ACS100 and Mercury	4
Command Access Energy Transfer Hindge - 2 wire- 4 x4.5, 625	3
Command Access Grade 1 Electrified Cylindrical Lock - Fail Secure, Bent Lever, 24V, 625	3
Fire Retardant Plywood Backboard, 3/4" x 2' x 4'	1
Keedex - 1/4" x 18" Armored Door Loop - Aluminim	1
Power Strip with USB, TROND Surge Protector Flat Plug with 5 Widely-Spaced Outlets, ETL Listed, 1300J, Wall Mountable 5ft Extension Cord	1
SDC Field Retraction Kit	1
Cat6 Plenum (CMP) White - 23AWG, UTP, 550MHz, Solid, Bulk Ethernet Cable	0.5
Standard Installation	1
Setup / Programming	1
Project Management	1
HID ProxKey III (Qty. 10)	5
Misc Parts, Connectors, Ties, Straps, Etc.	1
<b>6 Strand Single Mode Fiber</b>	<b>\$1,000.00</b>
<b>Qty</b>	
<p><i>This is a proposal for providing a fiber optic cable from the 2nd floor to the 1st floor. The labor for pulling this cable is included in the card access proposal. We are only supplying the fiber optic cable and pulling it to where it needs to be terminated. Customer to terminate the fiber optic cable.</i></p>	

Premises Distribution Cable, Interlocking Armor, Aluminum Interlock, Tight Buffered, Plenum, 6-Fibers, OS2 Single-mode Fiber, Yellow Jacket (Optional - SELECTED)	500
<b>Warranty</b>	<b>Qty</b>
<i>1st Year Warranty - Included</i>	
2nd Year Warranty (Optional - SELECTED)	1
3rd Year Warranty (Optional - SELECTED)	1
<b>Performance Bond Fee</b>	<b>\$627.35 Qty</b>
Performance Bond Fee	1

Subtotal	\$32,462.88
Sales Tax	\$729.42
Shipping	\$95.00
<b>Grand Total</b>	<b>\$33,287.30</b>

<b>Deposit Required</b>	<b>\$13,314.92</b>
-------------------------	--------------------

### Payment Options

Select your preferred payment option / purchase terms\*:

- Credit Card Purchase (purchase amount \$34,552.85) [includes +\$1,265.55 payment type Surcharge]
- Invoice / Terms Purchase (purchase amount \$33,287.30)
- eCheck/ACH Purchase (purchase amount \$33,290.56) [includes +\$3.26 payment type Fee]

### Notes:

#### Clarifications & Exclusions

#### Low Voltage Pathways:

South Bay Communications (SBC) will use low voltage pathways provided by others where applicable. Low voltage pathways via accessible ceiling, Conduits (with pull string), and Horizontal fire rated sleeves are to be provided by others prior to mobilization. Vertical raceways via Conduit is provided for intrusion detection devices in the Warehouse.

#### Termination Standards:

All Cabling shall be labeled and home run to the nearest IDF. All Category 6 cables shall be tested in compliance with industry standards. All cables shall be independently supported above Drop or Hard Lid ceilings.

#### Power:

115VAC Outlets and UPS's to be client provided or are existing.  
Grounding and Bonding of racks if required is provided by others.

**Client to Provide:**

- Network equipment and connections will be provided by the client.
- Parking on-site for the duration of the project
- Access to the Facility upon completion for Photography of work provided and a completed Photography Consent Release form.

**Additional Clarifications:**

- Power to be hard wired by others.
- Accessible path to be provided by others via accessible ceiling and or conduit.
- All conduits must be free and clear of any obstruction with pull lines installed.
- Parking on site shall be provided by owner.
- A contact and access must be provided prior to showing up for the install.
- Any down time resulting from the lack of access is not the responsibility of Vendor and is billable.
- Labor estimates are based upon full and sole availability of the rooms of installation during the agreed upon installation period. Any delay in room availability or denial of access during the period of installation will incur additional expenses for re- deployment.
- Labor estimates are based on regular-time deployment during normal business hours (deemed for this document to be 7AM to 5PM Monday through Friday). Evening, weekend, or holiday deployment shall incur premium time expenses and shall be subject to Change Order.
- All site improvement or facilities changes that are the responsibility of the customer must be completed by the time of installation. SBC shall review site conditions prior to deployment. Any delays due to site conditions will incur delays and may jeopardize the completion date.
- A designated equipment staging area shall be provided for the duration of the project.
- Any location requiring work, the rooms are to be unoccupied and dust free for the duration of the project.

To accept this quotation, sign here and return: \_\_\_\_\_

***Thank You For Your Business!***

# Terms and Conditions

This Agreement is by and between South Bay Communications, a CA corporation (“we”, “us”, “MSP”, SBC, South Bay), and the person or entity signing below as a Customer (“you” or “Customer”) and is made and entered into as of the latest date shown in the signature blocks below (the “Effective Date”).

This Agreement sets forth the terms and conditions upon which MSP will provide services (the “Services”) to Customer.

## A. General Terms and Conditions

This proposal excludes all work not listed in the Scope of Work. All work will be performed Monday through Friday between the hours of 7:00 AM to 4:00 PM. After-hours work can be scheduled but will be charged at a premium rate. South Bay Communications, Inc. (SBC) shall not be responsible for any delays not caused or outside the control of SBC. Unless otherwise noted in the Scope of Work the client shall be responsible for any permits needed pertaining to the work to be performed. SBC will not be responsible nor perform any patching, painting, or any repairs of any kind unless noted in the scope of work. Labor estimates are based upon full and sole availability of the areas of installation during the agreed-upon installation period. Any delay in area availability or denial of access during the period of installation will incur additional expenses for redeployment. All site improvement or facilities changes that are the responsibility of the client must be completed by the time of installation. SBC reserves the right to review site conditions before deployment. Any delays due to site conditions may jeopardize the completion date. This project will not be scheduled until all required documentation, deposits, and material have been received. This proposal is valid for 30 days and is deemed confidential and shall not be disclosed by Client.

### 1A. Structured Cabling

The client will provide upright sprinklers along cable pathways where applicable per Fire Code, see local municipality for details. All pathways to be provided inside drywall spaces unless otherwise noted (i.e. Ring and String). Accessible pathways to be provided by others via accessible ceiling and or conduit. All client-provided conduits must be free and clear of any obstruction with pull lines installed.

### 2A. Access Control

Clients should expect that all access control systems will have an annual software support or hosting agreement that must be maintained. Unless otherwise noted this proposal does not include any lock rekeying or door recertification. The client also acknowledges that they have permission from the landlord or building owner to make the requested modifications and alterations to the existing doors, lock hardware, or other field devices. Older doors and door hardware may require additional adjustments or modifications, to work with modern electrification devices. These services will be provided on a time and material basis.

### 3A. Surveillance Systems

While every effort will be made to provide complete coverage of the desired area, these areas are fluid and dynamic with the movement of people and equipment, which may change or hinder optimal recoding. SBC will not be responsible for any coverage or recording issues that may occur due to client-provided or required cameras and/or hardware.

### 4A. Phone Systems

While every effort will be made to evaluate the client's network for appropriate performance South Bay Communications will not be responsible for phone quality issues related to the clients' network. The clients should expect that all phone systems will have an annual software support or hosting agreement that must be maintained.

**B. Clients Responsibilities**

The client shall confirm installation location(s) and provide engineered drawings, where applicable, prior to commencement. Any client-provided equipment, which will be installed by SBC is expected to be fully operational, programmed, and tested to meet the manufacturer's specifications prior to installation. The client is responsible for any permits pertaining to the work to be performed. The client is to furnish any necessary power or power electrical outlets prior to work being scheduled. The client will provide on-site parking unless otherwise noted in the Scope of Work. The client will provide a direct contact for this project as well as access to all work areas. All work must be performed in accordance with South Bay Communications' safety policies. The client will carry fire and any other necessary insurances.

**C. Joint Accountabilities**

The client shall cooperate with South Bay Communications (SBC) in all matters relating to the services provided in the Agreement (the "Services") and provide access to Client's premises and reasonable access to areas and information, necessary or appropriate for purposes of SBC performing the Services. SBC shall sign all required nondisclosure and confidentiality agreements and shall provide all administrative support offsite. The parties agree to immediately apprise each other of any information that is likely to impact the success of the project so that prompt action can be considered.

**D. Additional Work or Services**

Any alterations or deviations from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the proposed price.

**E. Completion of Work**

All furnished Equipment, Devices, Cables, Connectors, and Components of the installed system, will be tested and certified to meet specifications. This includes but is not limited to electronic testing, visual inspection of the device(s), verification of field device operation, and visual inspection of electrical connections. All Category 5E/6/6A/7/8 cables shall be tested to pass the current standards. All outlets and patch panels to be labeled with a labeling machine.

**F. Warranty**

South Bay Communications, Inc. shall provide a one-year system warranty, which provides that all labor and materials listed in the proposal, are guaranteed for one year. This warranty includes that South Bay Communications, Inc. will be onsite within 48 hours after being notified of a problem and materials will be free of charge unless any part of the system has been damaged for any reason, including misuse, mishandling, fire, or natural disaster. In such cases, labor and materials will be charged at an agreed-upon fee. This warranty shall become null and void if another contractor services the system installed by South Bay Communications, Inc. Electronic equipment is covered by the manufacturer's warranty. Additional warranties may be purchased in your proposal with special terms and conditions.

**G. Disclaimer**

All Material is guaranteed to be as specified or of equal. All work to be completed in a workmanlike manner according to standards and practices. Any alteration or deviation from the enclosed specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above this proposal. All elements of this agreement are contingent upon strikes, accidents, or delays beyond our control. Material pricing is not guaranteed until a deposit has been received.

**H. Payment**

The client shall pay to South Bay Communications 100% of all fees and costs at completion of the project if the total for such project is less than \$2,500. Client shall pay 40% of the total amount of the project upon execution of this Agreement and the remaining 60% shall be due and payable 30 days following completion of the project. A 1.5% monthly fee will be charged on all late payments (up to 18% per year). Payment is accepted in US currency in the form of a check. Credit Card Payment may also be accepted with a 3.7% processing fee will be added to the invoice. All applicable parking and delivery charges will be added to the final invoice. All payments shall be made in US Dollars.

**I. Acceptance**

All work to be performed under the same terms and conditions as specified in this proposal unless otherwise stipulated in writing. Payment will be made as outlined in this proposal. This project, once approved, is non-cancelable for any reason, although it may be delayed, rescheduled, and otherwise postponed without any penalty whatsoever.

By issuing South Bay Communications, Inc. a purchase order or by signing this form or electronic agreement, the customer creates a binding contract and agrees to South Bay Communications Inc.'s terms stated in the proposal for billing, shipments, delivery, payment, and late payment fees for all tangible equipment, software, and labor. South Bay Communications, Inc. reserves the right to deliver partial shipments and bill partial invoices. Deliver is defined by the date of arrival at the customer's specified location. This Agreement constitutes the exclusive and entire agreement between the parties with respect to its subject matter and as of its date supersedes all prior agreements, negotiations, representations, and proposals, written or oral relating to its subject matter. Notwithstanding anything to the contrary, if the terms of a purchase order issued by Client (even if issued following the date of this Agreement) differ from the terms of this Agreement, the terms of this Agreement shall supersede and govern. The terms of this Agreement cannot be modified, supplemented, or rescinded except by an agreement in writing signed by a duly authorized representative of each of the parties.

**J. Termination**

South Bay Communications may terminate this Agreement with immediate effect upon written notice to Client, if client: (a) fails to pay any amount when due under this Agreement. (b) has not otherwise performed or complied with any of the terms of this Agreement; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings related to bankruptcy, receivership, reorganization or assignment from the benefit of creditors.

**K. Liability Insurance**

South Bay Communications, shall maintain in force adequate insurance for the duration of the project and at its own expense the following types of insurance coverage: (a) commercial general liability which will include contractual liability coverage insuring the activities of South Bay under this Agreement. (b) worker's compensation insurance for the minimum amount required by applicable law, and (c) employer's liability insurance.

**L. Limitation on Liability**

EXCEPT AS PROVIDED FOR IN SECTION J, UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE SERVICES, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SOUTH BAY'S TOTAL CUMULATIVE LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR FOR INDEMNITY OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO SOUTH BAY UNDER THAT PROJECT.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CLIENT. IN SUCH EVENT, THE LIABILITY OF SOUTH BAY FOR SUCH DAMAGES WITH RESPECT TO THE SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

**M. Indemnification**

South Bay will defend, indemnify and hold Client harmless from and against all claims, damages, liabilities, losses, expenses, and costs arising out of or resulting from any act or omission of South Bay or any South Bay Personnel incurred by any Client in connection with any actual or alleged claim made by a third party that results in: (i) personal injury (or death) or tangible property damage (including loss of use); or (ii) the violation of any statute, ordinance, or regulation. South Bay shall have no indemnity obligation to the extent that the claim arises out of any interruption or alteration of the completed project by Client or any third party.

**N. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of California without regard to or application of any conflict of law principles.

**Customer**

Santa Rosa City School  
110 Stony Point, Suite 210  
Santa Rosa, CA 95401

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**South Bay Communications**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date


**Certificate Of Completion**

Envelope Id: 38453E87BDEC44CFB536B8A20A7ABA42	Status: Completed
Subject: Complete with DocuSign: 024Q161_QuoteValet_2024-03-13_3-21.33pm.pdf, SRCS_South Bay Communicati...	
Source Envelope:	
Document Pages: 26	Signatures: 5
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 157.131.81.166

**Record Tracking**

Status: Original	Holder: Jonette Johnson	Location: DocuSign
3/14/2024 5:16:54 PM	jonette.johnson@vpcsonline.com	

**Signer Events**

Signer Events	Signature	Timestamp
Jeff Baker		Sent: 3/14/2024 5:26:47 PM
jeff@southbaycommunications.com		Viewed: 3/14/2024 5:27:58 PM
President		Signed: 3/15/2024 7:44:42 AM
South Bay Communications		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 108.83.103.1	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/14/2024 5:27:58 PM  
 ID: 30ca54ba-23dd-40a2-a06d-c31b1946e7d0

**In Person Signer Events**

Signature	Timestamp
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**Editor Delivery Events**

Status	Timestamp
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**Agent Delivery Events**

Status	Timestamp
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**Intermediary Delivery Events**

Status	Timestamp
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**Certified Delivery Events**

Status	Timestamp
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**Carbon Copy Events**

Status	Timestamp
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**Witness Events**

Signature	Timestamp
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**Notary Events**

Signature	Timestamp
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**Envelope Summary Events**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/14/2024 5:26:47 PM
Envelope Updated	Security Checked	3/14/2024 5:55:13 PM
Envelope Updated	Security Checked	3/14/2024 5:55:13 PM
Certified Delivered	Security Checked	3/14/2024 5:27:58 PM
Signing Complete	Security Checked	3/15/2024 7:44:42 AM
Completed	Security Checked	3/15/2024 7:44:42 AM

**Payment Events**

Status	Timestamps
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Van Pelt Construction Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Van Pelt Construction Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [eric@vpcsonline.com](mailto:eric@vpcsonline.com)

### **To advise Van Pelt Construction Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [eric@vpcsonline.com](mailto:eric@vpcsonline.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Van Pelt Construction Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [eric@vpcsonline.com](mailto:eric@vpcsonline.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Van Pelt Construction Services**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [eric@vpcsonline.com](mailto:eric@vpcsonline.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Van Pelt Construction Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Van Pelt Construction Services during the course of your relationship with Van Pelt Construction Services.