

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

This Project Assignment is executed between **City of Santa Rosa Elementary School District** (“District”) and **HY Architects** (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated January 10, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Abraham Lincoln Elementary School: TK classroom building (consisting of three classrooms) using a prototype design for the buildings; including K / TK play areas, removal of existing portable classroom buildings, modifications to parking / drop-off, path of travel corrections, and associated site work.

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. _____ Dollars (\$4,360,032)

5. Architect Services Budget. _____ Dollars (\$_____).

6. Architect Compensation: \$ 398,800

A. Contract Price. _____ Lump Sum Not to Exceed.

B. Payment Method:

Allocation of Contract Price to Phases of Basic Services.

Schematic Design	\$ 35,700	(9%)
Design Development	\$ 47,000	(12%)
Construction Documents	\$ 106,100	(27%)
Agency Approval	\$ 27,200	(7%)
Bidding	\$ 10,500	(3%)
Construction	\$ 162,600	(41%)
Post-Construction	\$ 9,700	(2%)

or

Hourly, not to exceed the Contract Price Above.

[insert hourly rates or reference architect proposal]

C. Additional Services Rate Schedule:

Architect Personnel

Refer to attached proposal.

Design Consultants Personnel

Refer to attached proposal.

6. Basic Services Submittal Schedule (Preliminary):

	START DATE	FINISH DATE
Schematic Design Phase	April 2024	May 2024
Design Development Phase	June 2024	July 2024
Construction Documents Phase	August 2024	September 2024
Agency Approvals	October 2024	February 2025
Bidding / Pricing	January 2025	February 2025
Construction	March 2025	August 2026
Post-Construction	September 2026	

Dated: March 29, 2024

CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT

By: _____

Title: _____

ARCHITECT

By: W. Lee Pollard
W. Lee Pollard

Title: Principal



HIBSER YAMAUCHI Architects, Inc.

March 29, 2024

Erik Oden

Executive Director Facilities, Maintenance, and Operations
Santa Rosa City Schools
211 Ridgeway Avenue
Santa Rosa, CA 95401

Re: TK and Classroom Buildings at Abraham Lincoln Elementary School
Architectural / Engineering Services Fee Proposal

Dear Mr. Oden,

Thank you for considering our consulting services for your project. We appreciate all opportunities to work with the Santa Rosa City Schools. Per our discussions, HY Architects is providing this proposal for services for architectural and engineering for new classrooms at Abraham Lincoln Elementary School.

The project scope will include a TK classroom building (consisting of three classrooms) using a prototype design for the buildings; including K / TK play areas, removal of existing portable classroom buildings, modifications to parking / drop-off, path of travel corrections, and associated site work.

Schedule and Phasing: After receipt of the written approval of this Contract and the receipt of all required information, our work will be performed per the time durations summarized below. This schedule is predicated on receipt of all appropriate information from various parties in a timely fashion. Review times by various parties (i.e. DSA) can vary and may have an impact on this schedule. If the construction schedule exceeds the estimated time we may adjust this proposal to account for additional CA support and meetings.

Preliminary schedule is as follows:

- Schematic Design / Review 6 weeks
- Design Development 8 weeks
- Construction Documents 12 weeks
- Agency Review 10 - 14 weeks (estimated)
- LLB Pricing Phase 2- 4 weeks
- Construction Administration 12 - 16 months (anticipated)

SCOPE OF SERVICES

As we understand it, the following services are necessary to complete the project. These are further detailed our current Master Agreement with you. This proposal is currently limited to those services and consultants identified below. Should services beyond what is listed below be necessary, we may adjust this proposal to account for that effort.

- a. Schematic Design
 - 1) Modify prototype plans developed with Cesear Chavez TK project for use at this



- campus
- 2) District meetings to confirm design and project requirements
- 3) Site meetings to review impact at the campus
- 4) Bi-Weekly phone or Zoom meetings with SRCS (Applies throughout the project duration)
- b. Design Development
 - 1) Develop drawings to standard design development stage describing all aspects of the project design
 - 2) Provide views for school / district approval
- c. Construction Documents
 - 1) Architectural, structural, mechanical, electrical, plumbing, fire sprinkler, theatrical, landscape, and civil drawings
 - 2) Review with SRCS, including value engineering review, prior to DSA submittal
 - 3) Pre-submittal meeting with DSA
- d. Agency Submittal and Backcheck
- e. LLB Pricing Phase
 - 1) Pre-bid RFIs
 - 2) Addenda as necessary
- f. Construction Administration
 - 1) Pre-construction meeting
 - 2) Regular Meetings: 1 per week
 - 3) RFIs responses
 - 4) Submittal review
 - 5) Normal construction communications
 - 6) Site visits to verify progress of construction
 - 7) Punchlist
- g. DSA Closeout

CLARIFICATIONS AND ASSUMPTIONS

1. This project will be done in a single construction contract with construction phased for (1) construction of the new TK classroom building, (2) removal of existing portables, and (3) related site work.
2. This project will require one package for permitting and construction.
3. The existing campus infrastructure is sufficient to accommodate these new buildings. This includes main power service, communications / low voltage systems, main campus fire alarm system, water supply, and storm drain systems.
4. Design-phase meeting minutes will be completed by HY Architects.
5. Construction-phase meeting minutes will be completed by the construction manager.

EXCLUSIONS

1. Topographical survey
2. Soils / geotechnical engineering
3. Bid Alternates
4. Plan check and/or permit fees
5. Building Commissioning



Erik Oden
 Abraham Lincoln School TK Classroom Building
 March 29, 2024

PROJECT TEAM

- 1. Architect: Hibser Yamauchi Architects
Lee Pollard, Principal
- 2. Structural Engineer ZFA Structural Engineers
Chris Warner, Principal
- 3. Mechanical / Plumbing Engineer: Capital Engineering
Ryan Celaya, Principal
- 4. Electrical Engineering: EDesignC Electrical Engineers
Stephen Howarter, Principal
- 5. Landscape Architecture: Gates and Associates
Melonie Reynolds, Associate Principal
- 6. Civil Engineering: Brelje & Race
Paul Bartholow, President

PROPOSED FEE

For the above work we herein propose a Fixed Fee of \$ 398,800. This fee is broken down as follows:

Schematic Design	\$ 35,700
Design Development	47,000
Construction Documents	106,100
Agency Approvals	27,200
Pricing	10,500
Construction Administration	162,600
Closeout	9,700
Total	\$ 398,800

Our fee is based on the schedule and scope of work as described above. For any additional scope of work beyond what is described above we may submit a contract modification prior to commencement of the additional scope of work.

I hope that this proposal meets with your expectations. If you have any additional questions, please do not hesitate to call. The consultant proposal and our current billing rates are attached for your reference. This proposal is valid for the next 60 days. We are available to begin work immediately upon receipt of your written approval. We look forward to working with you.

Sincerely yours,

W. Lee Pollard
 Principal

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

This Project Assignment is executed between **City of Santa Rosa Elementary School District** (“District”) and **HY Architects** (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated January 10, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Cesear Chavez Language Academy Middle School: TK classroom building (consisting of six classrooms) and classroom building (consisting of seven classrooms) using a prototype design for the buildings; including K / TK play areas, removal of existing portable classroom buildings, modifications to parking / drop-off, path of travel corrections, and associated site work.

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. _____ Dollars (\$ 14,374,273)

5. Architect Services Budget. _____ Dollars (\$_____).

6. Architect Compensation: \$1,171,600

A. Contract Price. _____ Lump Sum Not to Exceed.

B. Payment Method:

Allocation of Contract Price to Phases of Basic Services.

Schematic Design	\$ 115,300	(10%)
Design Development	\$ 149,600	(13%)
Construction Documents	\$ 377,700	(32%)
Agency Approval	\$ 81,800	(7%)
Bidding	\$ 15,700	(1%)
Construction	\$ 419,500	(36%)
Post-Construction	\$ 12,000	(1%)

or

Hourly, not to exceed the Contract Price Above.

[insert hourly rates or reference architect proposal]

C. Additional Services Rate Schedule:

Architect Personnel

Refer to attached proposal.

Design Consultants Personnel

Refer to attached proposal.

6. Basic Services Submittal Schedule (Preliminary):

	START DATE	FINISH DATE
Schematic Design Phase	April 2024	May 2024
Design Development Phase	June 2024	July 2024
Construction Documents Phase	August 2024	September 2024
Agency Approvals	October 2024	February 2025
Bidding / Pricing	January 2025	February 2025
Construction	March 2025	August 2026
Post-Construction	September 2026	

Dated: March 29, 2024

CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT

By: _____

Title: _____

ARCHITECT

By: W. Lee Pollard
W. Lee Pollard

Title: Principal



HIBSER YAMAUCHI Architects, Inc.

March 29, 2024

Erik Oden

Executive Director Facilities, Maintenance, and Operations
Santa Rosa City Schools
211 Ridgeway Avenue
Santa Rosa, CA 95401

Re: TK and Classroom Buildings at Cesear Chavez Learning Academy
Architectural / Engineering Services Fee Proposal

Dear Mr. Oden,

Thank you for considering our consulting services for your project. We appreciate all opportunities to work with the Santa Rosa City Schools. Per our discussions, HY Architects is providing this proposal for services for architectural and engineering for new classrooms at Cesear Chavez Learning Academy.

The project scope will include TK classroom building (consisting of six classrooms) and classroom building (consisting of seven classrooms) using a prototype design for the buildings; including K / TK play areas, removal of existing portable classroom buildings, modifications to parking / drop-off, path of travel corrections, and associated site work.

Schedule and Phasing: After receipt of the written approval of this Contract and the receipt of all required information, our work will be performed per the time durations summarized below. This schedule is predicated on receipt of all appropriate information from various parties in a timely fashion. Review times by various parties (i.e. DSA) can vary and may have an impact on this schedule. If the construction schedule exceeds the estimated time we may adjust this proposal to account for additional CA support and meetings.

Preliminary schedule is as follows:

- Schematic Design / Review 6 weeks
- Design Development 8 weeks
- Construction Documents 12 weeks
- Agency Review 10 - 14 weeks (estimated)
- LLB Pricing Phase 2- 4 weeks
- Construction Administration 12 - 16 months (anticipated)

SCOPE OF SERVICES

As we understand it, the following services are necessary to complete the project. These are further detailed our current Master Agreement with you. This proposal is currently limited to those services and consultants identified below. Should services beyond what is listed below be necessary, we may adjust this proposal to account for that effort.

- a. Schematic Design
 - 1) Develop prototype plans for use at this and other campuses



- 2) District meetings to confirm design and project requirements
- 3) Site meetings to review impact at the campus
- 4) Bi-Weekly phone or Zoom meetings with SRCS (Applies throughout the project duration)
- b. Design Development
 - 1) Develop drawings to standard design development stage describing all aspects of the project design
 - 2) Provide views for school / district approval
- c. Construction Documents
 - 1) Architectural, structural, mechanical, electrical, plumbing, fire sprinkler, theatrical, landscape, and civil drawings
 - 2) Review with SRCS, including value engineering review, prior to DSA submittal
 - 3) Pre-submittal meeting with DSA
- d. Agency Submittal and Backcheck
- e. LLB Pricing Phase
 - 1) Pre-bid RFIs
 - 2) Addenda as necessary
- f. Construction Administration
 - 1) Pre-construction meeting
 - 2) Regular Meetings: 1 per week
 - 3) RFIs responses
 - 4) Submittal review
 - 5) Normal construction communications
 - 6) Site visits to verify progress of construction
 - 7) Punchlist
- g. DSA Closeout

CLARIFICATIONS AND ASSUMPTIONS

1. This project will be done in a single construction contract with construction phased for (1) construction of the new TK classroom building, (2) removal of existing portables, (3) construction the new classroom building, and (4) related site work.
2. This project will require one package for permitting and construction.
3. The existing campus infrastructure is sufficient to accommodate these new buildings. This includes main power service, communications / low voltage systems, main campus fire alarm system, water supply, and storm drain systems.
4. Design-phase meeting minutes will be completed by HY Architects.
5. Construction-phase meeting minutes will be completed by the construction manager.

EXCLUSIONS

1. Topographical survey
2. Soils / geotechnical engineering
3. Bid Alternates
4. Plan check and/or permit fees
5. Building Commissioning



Erik Oden
 Cesear Chavez School TK and Classroom Buildings
 March 29, 2024

PROJECT TEAM

- 1. Architect: Hibser Yamauchi Architects
Lee Pollard, Principal
- 2. Structural Engineer ZFA Structural Engineers
Chris Warner, Principal
- 3. Mechanical / Plumbing Engineer: Capital Engineering
Ryan Celaya, Principal
- 4. Electrical Engineering: EDesignC Electrical Engineers
Stephen Howarter, Principal
- 5. Landscape Architecture: Gates and Associates
Melonie Reynolds, Associate Principal
- 6. Civil Engineering: Brelje & Race
Paul Bartholow, President

PROPOSED FEE

For the above work we herein propose a Fixed Fee of \$ 1,171,600. This fee is broken down as follows:

Schematic Design	\$ 115,300
Design Development	149,600
Construction Documents	377,700
Agency Approvals	81,800
Pricing	15,700
Construction Administration	419,500
Closeout	12,000
Total	\$ 1,171,600

Our fee is based on the schedule and scope of work as described above. For any additional scope of work beyond what is described above we may submit a contract modification prior to commencement of the additional scope of work.

I hope that this proposal meets with your expectations. If you have any additional questions, please do not hesitate to call. The consultant proposal and our current billing rates are attached for your reference. This proposal is valid for the next 60 days. We are available to begin work immediately upon receipt of your written approval. We look forward to working with you.

Sincerely yours,

W. Lee Pollard
 Principal

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

This Project Assignment is executed between **City of Santa Rosa Elementary School District** (“District”) and **HY Architects** (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated January 10, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Helen Lehman Elementary School: TK classroom building (consisting of five classrooms) and classroom building (consisting of three classrooms and 1 set of toilet rooms) using a prototype design for the buildings; including K / TK play areas, removal of existing portable classroom buildings, modifications to parking / drop-off, path of travel corrections, and associated site work.

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. _____ Dollars (\$ 9,466,729)

5. Architect Services Budget. _____ Dollars (\$_____).

6. Architect Compensation: \$ 540,900

A. Contract Price. _____ Lump Sum Not to Exceed.

B. Payment Method:

Allocation of Contract Price to Phases of Basic Services.

Schematic Design	\$ 46,100	(9%)
Design Development	\$ 55,900	(10%)
Construction Documents	\$ 133,600	(25%)
Agency Approval	\$ 37,200	(7%)
Bidding	\$ 13,000	(2%)
Construction	\$ 244,600	(45%)
Post-Construction	\$ 10,500	(2%)

or

Hourly, not to exceed the Contract Price Above.

[insert hourly rates or reference architect proposal]

C. Additional Services Rate Schedule:

Architect Personnel

Refer to attached proposal.

Design Consultants Personnel

Refer to attached proposal.

6. Basic Services Submittal Schedule (Preliminary):

	START DATE	FINISH DATE
Schematic Design Phase	April 2024	May 2024
Design Development Phase	June 2024	July 2024
Construction Documents Phase	August 2024	September 2024
Agency Approvals	October 2024	February 2025
Bidding / Pricing	January 2025	February 2025
Construction	March 2025	August 2026
Post-Construction	September 2026	

Dated: March 29, 2024

CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT

By: _____

Title: _____

ARCHITECT

By: W. Lee Pollard
W. Lee Pollard

Title: Principal



HIBSER YAMAUCHI Architects, Inc.

March 29, 2024

Erik Oden

Executive Director Facilities, Maintenance, and Operations
Santa Rosa City Schools
211 Ridgeway Avenue
Santa Rosa, CA 95401

Re: TK and Classroom Buildings at Helen Lehman Elementary School
Architectural / Engineering Services Fee Proposal

Dear Mr. Oden,

Thank you for considering our consulting services for your project. We appreciate all opportunities to work with the Santa Rosa City Schools. Per our discussions, HY Architects is providing this proposal for services for architectural and engineering for new classrooms at Helen Lehman Elementary School.

The project scope will include TK classroom building (consisting of five classrooms) and classroom building (consisting of three classrooms and 1 set of toilet rooms) using a prototype design for the buildings; including K / TK play areas, removal of existing portable classroom buildings, modifications to parking / drop-off, path of travel corrections, and associated site work.

Schedule and Phasing: After receipt of the written approval of this Contract and the receipt of all required information, our work will be performed per the time durations summarized below. This schedule is predicated on receipt of all appropriate information from various parties in a timely fashion. Review times by various parties (i.e. DSA) can vary and may have an impact on this schedule. If the construction schedule exceeds the estimated time we may adjust this proposal to account for additional CA support and meetings.

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- Schematic Design / Review 6 weeks
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- LLB Pricing Phase 2- 4 weeks
- Construction Administration 12 - 16 months (anticipated)

SCOPE OF SERVICES

As we understand it, the following services are necessary to complete the project. These are further detailed our current Master Agreement with you. This proposal is currently limited to those services and consultants identified below. Should services beyond what is listed below be necessary, we may adjust this proposal to account for that effort.

- a. Schematic Design
 - 1) Modify prototype plans developed with Cesear Chavez TK project for use at this



Erik Oden
Helen Lehmand School TK and Classroom Buildings
March 29, 2024

- campus
- 2) District meetings to confirm design and project requirements
- 3) Site meetings to review impact at the campus
- 4) Bi-Weekly phone or Zoom meetings with SRCS (Applies throughout the project duration)
- b. Design Development
 - 1) Develop drawings to standard design development stage describing all aspects of the project design
 - 2) Provide views for school / district approval
- c. Construction Documents
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- e. LLB Pricing Phase
 - 1) Pre-bid RFIs
 - 2) Addenda as necessary
- f. Construction Administration
 - 1) Pre-construction meeting
 - 2) Regular Meetings: 1 per week
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 - 4) Submittal review
 - 5) Normal construction communications
 - 6) Site visits to verify progress of construction
 - 7) Punchlist
- g. DSA Closeout

CLARIFICATIONS AND ASSUMPTIONS

1. This project will be done in a single construction contract with construction phased for (1) construction of the new TK classroom building, (2) removal of existing portables, (3) construction the new classroom building, and (4) related site work.
2. This project will require one package for permitting and construction.
3. The existing campus infrastructure is sufficient to accommodate these new buildings. This includes main power service, communications / low voltage systems, main campus fire alarm system, water supply, and storm drain systems.
4. Design-phase meeting minutes will be completed by HY Architects.
5. Construction-phase meeting minutes will be completed by the construction manager.

EXCLUSIONS

1. Topographical survey
2. Soils / geotechnical engineering
3. Bid Alternates
4. Plan check and/or permit fees
5. Building Commissioning



Erik Oden
 Helen Lehmand School TK and Classroom Buildings
 March 29, 2024

PROJECT TEAM

- 1. Architect: Hibser Yamauchi Architects
Lee Pollard, Principal
- 2. Structural Engineer ZFA Structural Engineers
Chris Warner, Principal
- 3. Mechanical / Plumbing Engineer: Capital Engineering
Ryan Celaya, Principal
- 4. Electrical Engineering: EDesignC Electrical Engineers
Stephen Howarter, Principal
- 5. Landscape Architecture: Gates and Associates
Melonie Reynolds, Associate Principal
- 6. Civil Engineering: Brelje & Race
Paul Bartholow, President

PROPOSED FEE

For the above work we herein propose a Fixed Fee of \$ 540,900. This fee is broken down as follows:

Schematic Design	\$ 46,100
Design Development	55,900
Construction Documents	133,600
Agency Approvals	37,200
Pricing	13,000
Construction Administration	244,600
Closeout	10,500
Total	\$ 540,900

Our fee is based on the schedule and scope of work as described above. For any additional scope of work beyond what is described above we may submit a contract modification prior to commencement of the additional scope of work.

I hope that this proposal meets with your expectations. If you have any additional questions, please do not hesitate to call. The consultant proposal and our current billing rates are attached for your reference. This proposal is valid for the next 60 days. We are available to begin work immediately upon receipt of your written approval. We look forward to working with you.

Sincerely yours,

W. Lee Pollard
 Principal

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated April 10, 2024, for reference purposes only, and is made by and between the Santa Rosa City Schools (“District”) and RGH Consultants (“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”). Geotechnical Construction Observation and Testing

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 Five Thousand Dollars (\$5,000). 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:

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: RGH Consultants

By:  _____
DocuSigned by:
Eric Chase
87887AFBA0954A9...

Name: Eric Chase

Title: President

Date: 3/21/2024

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



Experience is the difference

Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

March 18, 2024

Santa Rosa City Schools
c/o Greystone West Company
Attention: Cory Rossow
621 West Spain Street
Sonoma, CA 95476
Cory@greystonewest.com

Proposal
Geotechnical Construction Observation and Testing
Montgomery High School Classroom Building
1250 Hahman Drive
Santa Rosa, California

Project Number: 1053.017.PW.1

As requested, we are pleased to submit this proposal to provide geotechnical construction observation and testing for the new classroom building and associated improvements to be constructed at Montgomery High School located at 1250 Hahman Drive in Santa Rosa, California. The attached Professional Services Agreement presents our recommended scope of services and corresponding fee estimate.

We appreciate the opportunity to submit this proposal and work with you on this project. When you wish to proceed, please return one signed copy of the attached Professional Services Agreement to formalize your authorization or Santa Rosa City Schools can issue a Purchase Order.

Very truly yours,
RGH Consultants

Eric G. Chase
Principal Geotechnical Engineer



EGC:JJP:egc:brw
Electronically submitted

[https://rghgeo.sharepoint.com/sites/shared/shared documents/project files/1000-1250/1053/1053.17.04.1 montgomery high school classroom building/1053.017.pw.1 proposal-cot.docx](https://rghgeo.sharepoint.com/sites/shared/shared%20documents/project%20files/1000-1250/1053/1053.17.04.1%20montgomery%20high%20school%20classroom%20building/1053.017.pw.1%20proposal-cot.docx)

Attachments: Professional Services Agreement
Schedule of Charges



Experience is the difference

Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

March 18, 2024

Project No. 1053.017.PW.1

PROFESSIONAL SERVICES AGREEMENT FOR GEOTECHNICAL SERVICES

Santa Rosa City Schools (CLIENT), requests, and RGH Geotechnical and Environmental Consultants, Inc. (RGH), agrees to provide services as described below.

Project Name: Montgomery High School Classroom Building

Project Location: 1250 Hahman Drive, Santa Rosa, California

Project Description: We understand it is proposed to construct a new classroom building supported on a mat slab foundation. There will be new concrete flatwork and covered walkways constructed in association with the classroom building. The existing parking lot will be reconfigured, including new asphalt paved areas, and the failing portion of the parking lot adjacent to the creek will be repaired. We performed a geotechnical study for the project and presented the results in a report dated July 20, 2018. We provided recommendations for repairing parking lot distress in a letter dated October 18, 2018. We provided clarification of our geotechnical recommendations as they related to the mat slab in a letter dated December 5, 2019.

Scope of Services: Our scope of services during construction is based on knowledge of the soil conditions gained from our geotechnical study and supplemental parking lot assessment and experience obtained during construction of similar projects. Our field personnel will be on site on an intermittent to full time basis during the following work items:

- Excavation of weak surface soils and old fills within and adjacent to the building area;
- Placement and compaction of fills;
- Excavation of thickened portions of the mat slab (on-call checking only);
- Excavation of foundations for covered walkways and other improvements (on-call checking only);
- Placement and compaction of utility trench backfills (on-call checking only);
- Preparation of subgrade aggregate base for concrete flatwork;
- Preparation of subgrade and aggregate base for pavement; and
- Installation of geotechnical drainage improvements.

The results of our observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Our field reports documenting our site visits will be uploaded to the DSA Box for this project. If required, we will prepare and upload interim Geotechnical Verified Reports. Upon completion, we will prepare and upload the required final Geotechnical Verified Report.



Proposal – Geotechnical Construction Services
March 18, 2024

Montgomery High School Classroom Building
Project Number: 1053.017.PW.1

Fee: RGH proposes to perform the services indicated above on a time-and-expense basis in accordance with our then-current schedule of charges. Our current schedule of charges is attached. Our estimated fee can be itemized as follows:

TASK OR COST ITEMS	VISITS/ UNITS	HRS/VISIT HRS/UNIT	COST/HR COST/UNIT	COST
Preconstruction Consultation	---	---	---	\$750
Building Pad Grading	6	8	\$180	\$8,640
Installation of Utilities	10	3	\$180	\$5,400
Flatwork Subgrade and Aggregate Base Testing	10	2	\$180	\$3,600
Parking Lot Distress Grading	3	5	\$180	\$2,700
Parking Lot Subgrade and Aggregate Base Testing	4	3	\$180	\$2,160
Site Wall Footing Excavations and Thickened Mat Slab Excavations	4	2	\$180	\$1,440
Covered Walk Drilled Piers	1	8	\$180	\$1,440
Laboratory Tests	---	---	---	\$3,000
Project Administration, Principal Consulting during Construction, DSA Reporting, Verified Reports	---	---	---	\$6,000
TOTAL ESTIMATED COST				\$35,130


This estimate includes our fee for pre-construction consultation, as well as laboratory, clerical and office engineering support services during construction. Our total fee could vary depending on the actual construction procedures and rate of progress. These, in turn, are dependent on soil conditions encountered and the prevailing weather. We will keep you advised of our charges by issuing progress billings and will inform you of any changes in conditions which might significantly affect our fee. The above estimate does not include charges for observation and retesting of the repair of unsatisfactory work. Should charges be incurred for the observation and retesting of the repair of unsatisfactory work, they will be billed to you, but could be itemized for backcharge to the contractor(s), if requested.



Proposal – Geotechnical Construction Services
March 18, 2024

Montgomery High School Classroom Building
Project Number: 1053.017.PW.1

AUTHORIZATION: The undersigned agrees to the terms and conditions of this Professional Services Agreement. This agreement includes the attached **General Conditions** and **Schedule of Charges**.

Signed 
Eric G. Chase
Principal Geotechnical Engineer

Signed _____

Printed _____

Date _____

Client: _____

Address: _____

Phone: _____

Email: _____

How would you like to receive invoices? Mail Email

Please provide address for invoices (mail/email) _____

Notes/Revisions:



GENERAL CONDITIONS

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, reports, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Consultant is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Consultant as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment, and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Consultant will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Consultant provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Consultant's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES, OR A WRITTEN AMENDMENT(S) THERETO. Consultant shall have no other responsibility or obligation except as agreed to in writing.

2.3.1. General. Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.

2.3.2. Biological Pollutants. Consultant's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention, or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant's sole negligence.

3. PAYMENTS TO CONSULTANT

3.1. Basic Services. Consultant will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. To the best of its ability, Consultant will perform the Services and accomplish the objectives of this Agreement within any written cost estimate provided by it. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Consultant at the rates set forth in the SCHEDULE OF CHARGES.

3.4.1. Changes to Rates. Client and Consultant agree that the SCHEDULE OF CHARGES is subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure.

3.4.2. Prevailing Wages. Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. In addition, Consultant may suspend performance of the Services when such failure to pay continues for fifteen (15) days following notice to Client of the same. Geotechnical study reports, plan review letters, or final construction observation reports may be held until payment for services is received by RGH.

3.6 Payment Disputes. If Client objects to any portion of an invoice, Client must so notify Consultant in writing within ten (10) days of the invoice date, identifying in such notice the cause of the disagreement. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Consultant offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant will perform its Services consistent with that level of care and skill ordinarily exercised by other professional Consultants practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

4.4 No Fiduciary Duty. Client agrees that Consultant has been engaged to provide technical professional services only and that Consultant does not owe a fiduciary responsibility to Client or to the project Owner, if different from Client.



5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Consultant's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Consultant and that Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Consultant's SCOPE OF SERVICES does not include observation and/or testing during the course of construction, Client acknowledges that such services will be provided by Client or by others and Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and testing. Further, Client waives any claim against Consultant in any way related to such services, and agrees to indemnify, defend, and hold Consultant harmless from any loss, claim, or damage arising out of or in any way related to the performance of such services by other parties, including, but not limited to claims related to the interpretation, modification, or clarification of the Contract Documents due to changed field or other conditions, except for claims caused by the sole negligence of Consultant.

If Consultant's SCOPE OF SERVICES includes observation and/or testing during the course of construction the following provisions apply:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work.

6.1.2. Contractor's Performance. Consultant does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Consultant's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Consultant be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications, or the recommendations of Consultant. Consultant shall not be responsible for the acts, errors, or omissions of the Contractor, Owner, Client, other consultants, or any other persons or entities performing work on the project, except those under the direct control of Consultant.

6.1.3. Contractor's Responsibilities. Consultant will not supervise, direct, or have control over the Work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant, if requested by the client.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences, or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications, and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Consultant, the location of all subsurface structures, such as pipes, tanks, cables, and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant.

8. UNANTICIPATED AND CHANGED CONDITIONS

Actual subsurface conditions may vary from those encountered in the specific locations where Consultant conducts its explorations. Consultant can only base its site data, interpretations, and recommendations on information reasonably available to it. Practical limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological, and geotechnical conditions even when Consultant follows the standard of care. If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 18, "Termination." Underground utilities and other structures that are not properly located on plans and specifications provided to Consultant will be considered a Changed Condition under this clause.



9. HAZARDOUS MATERIALS

Client understands that Consultant's Services under this Agreement are limited to geotechnical engineering and that Consultant has no responsibility to locate, identify, evaluate, treat, or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal, or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement. Client further agrees to defend, indemnify, and hold Consultant harmless from any claims related to Hazardous Materials that may be brought or filed by third parties due to the services provided by Consultant under this Agreement, except to the extent caused by the sole negligence of Consultant.

10. CERTIFICATIONS

Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either expressed or implied. Any such certification in no way relieves the contractor or any other party from meeting requirements imposed by contract or other means, including industry standards. Client further agrees not to make resolution of any dispute with the Consultant or payment of any sums due Consultant in any way contingent on Consultant signing any such certification or similar document.

11. ALLOCATION OF RISK

11.1. Limitation of Remedies. In recognition of the relative risks and benefits of the project to Client and Consultant, the risks are allocated such that Client agrees, to the fullest extent permitted by law, that the total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees, and agents (collectively "Consultant Entities"), to Client arising from Services under this Agreement, including any indemnity obligation, any defense costs and attorney's fees, and any consequential damages which may be due under this Agreement, will not exceed the extent of available coverage outlined in Section 12; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims, or actions that allege errors or omissions in Consultant Entities Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Client further agrees to require any contractor or subcontractor who may perform work in connection with any design, report, or study by Consultant to include a like indemnity and limitation of remedies clause in favor of Consultant. Client and Consultant agree that this clause was expressly negotiated and agreed upon.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this Agreement, including section 11.1 above, Consultant agrees to indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all third party claims, suits, liabilities, damages, expenses, or losses including reimbursement of reasonable attorney's fees and costs of defense, collectively "Losses" to the extent caused by Consultant's negligent performance of its Services under this Agreement. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of Consultant.

11.2.2. Indemnification of Consultant. Client will indemnify and hold harmless Consultant Entities from and against any and all Losses to the extent caused by the negligence or willful misconduct of Client, its employees, agents, and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify, and hold harmless Consultant Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment, or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of, or exposure to Hazardous Material.

11.3 No Personal Liability. Client and Consultant intend that Consultant's services will not subject Consultant's individual employees, officers, or directors to personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand, or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

11.4 Deviation from Recommendations. Unless specifically agreed otherwise in writing, Client agrees that Consultant bears no responsibility for ensuring Client's or any other party's compliance with any specifications, procedures, or recommendations provided by Consultant to Client under this Agreement (collectively, "recommendations"). Client hereby releases Consultant from all liability arising from any other party's failure to fully comply with recommendations, and Client will defend, indemnify, and hold harmless Consultant from any party's claims for losses arising from or related to Client's or any other party's failure to fully comply with recommendations.

11.5. Consequential Damages. Neither Client nor Consultant will be liable to the other for any special, consequential, incidental, indirect, punitive, or penal losses or damages including but not limited to losses, damages, or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, business, reputation, financing or inventory, or for use charges, cost of capital, or claims of the other party or its customers. This waiver applies to all such claims and damages, whether based on contract, warranty, tort, or any other legal theory.

11.6. Continuing Agreement. The indemnity obligations, limitation of remedies, and consequential damages waiver established under this Agreement will survive the expiration or termination of this Agreement. If Consultant provides additional or different Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other, the limitations on liability, and the consequential damages waiver established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Consultant's Insurance. Consultant will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client will require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability



insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability and Builder's Risk insurance.

12.3. Certificates of Insurance. Upon request, Consultant and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Consultant's Documents. Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written consent.

13.3.1. Use by Client. Client has the right to use the Documents for purposes reasonably connected with the Project for which the Services are provided, including design and licensing requirements of the Project.

13.3.2. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media CLIENT and CONSULTANT both prefer that CONSULTANT use electronic means to issue to CLIENT CONSULTANT's proposed-final instrument(s) of professional service. CONSULTANT will provide to CLIENT electronic media or access to electronic media in which the instruments of professional service are stored or CONSULTANT will use electronic means, like e-mail, to transmit the instrument(s) of professional service directly. CLIENT and CONSULTANT both realize that data, words, graphical representations, drawings, and other elements of electronically stored or transmitted instruments of professional service may experience unpreventable, random alteration. Accordingly, CLIENT shall have [sixty (60)] calendar days after receiving or gaining access to CONSULTANT's proposed-final instrument(s) of professional service to inspect the material for readability, accuracy, and completeness. CLIENT shall call to CONSULTANT's attention any errors, omissions, or other problems, permitting CONSULTANT to provide prompt adjustments or corrections for CLIENT's additional review. Unless CLIENT requests modifications to the instruments of professional service within 7 days, the instruments of professional service shall become final. CLIENT shall, to the extent permitted by law, waive any and all claims against CONSULTANT that arise from or are related to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. CLIENT shall further indemnify and hold harmless CONSULTANT from and against any and all claims, demands, allegations, causes of action, damages, losses, costs, or other liabilities and expenses (including all attorney's fees and court costs) that arise from or are related to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. CLIENT shall also compensate CONSULTANT for any time CONSULTANT spends or expenses CONSULTANT incurs arising from or relating to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. Such compensation shall be based upon CONSULTANT's prevailing fee schedule and expense-reimbursement policy. (The term "any and all claims" used in this provision means "any and all claims in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

13.5. Unauthorized Reuse and Reliance. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent, receipt of additional compensation by Consultant, and the written agreement of the party seeking reliance to be bound to the same terms and conditions as Client. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Any reuse or modification of the Documents, including Documents in an electronic format, by Client or anyone obtaining them through Client will be at Client's sole risk and without liability to Consultant. Client will defend, indemnify, and hold Consultant harmless from all claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Documents by Client or anyone obtaining them through Client. Client further releases and agrees to defend, indemnify, and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in the Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Consultant provides laboratory testing or analytic Services, Consultant will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair, or closure of such wells or probes at Client's expense.

15. ASSIGNMENT AND SUBCONTRACTS

Client and Consultant, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this Agreement. During the term of this Agreement and following its termination for any reason, neither Client nor Consultant shall assign, convey, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any rights, claims, or causes of action alleging breach, loss, or damages arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral, or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties. Any assignment that fails to comply with this paragraph will be void and of no effect.

**16. RELATIONSHIP OF THE PARTIES**

Consultant will perform Services under this Agreement as an independent contractor.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Section 18, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

17.2. Liability. Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation, or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records, and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current SCHEDULE OF CHARGES.

19. DISPUTES

19.1. Mediation. All disputes between Consultant and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 90 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 90 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any claim related to or arising out of this Agreement by either party, whether known or unknown, including but not limited to claims for breach of this Agreement or for the failure to perform in accordance with the applicable standard of care, shall be made within two (2) years from the time the Client knew or should have known of its claim, but in any event, not later than four (4) years after the completion of Consultant's Services on the project.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows, and the remaining provisions of this Agreement shall be valid and binding on both the Client and Consultant.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement by Consultant or Client will not operate as a subsequent waiver of the same term, condition, or breach.

20.6. No Third Party Rights. Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than the Client and Consultant. All duties and responsibilities undertaken in this Agreement are for the sole use and exclusive benefit of Client and Consultant, and not for the use or benefit of any other party.

20.7 Value Engineering. Client acknowledges that if it elects to pursue value engineering on the project, it assumes the risk that it could result in reduced functionality or performance of the project, increased maintenance, or other issues. In addition, if the Client requires the incorporation of changes in the construction documents to accommodate value engineering, the Client agrees, to the fullest extent permitted by law, to waive all claims against Consultant and to indemnify and hold harmless Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client. In addition, the Consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding, or other documents.

20.8 Precedence. These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's services.



Experience is the difference

Santa Rosa Office
 3501 Industrial Drive, Suite A
 Santa Rosa, CA 95403
 707-544-1072

Napa Office
 1041 Jefferson St, Suite 4
 Napa, CA 94559
 707-252-8105

SCHEDULE OF CHARGES
Effective January 1, 2024

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	\$250/hour
Associate	\$205/hour
Senior Engineer/Geologist	\$195/hour
Project Engineer/Geologist	\$175/hour
Staff Engineer/Geologist	\$150/hour
Field Engineer	\$140/hour
Field Engineer (Prevailing Wage)	\$180/hour
Graphics	\$110/hour
Report Typing/Reproduction.....	\$90/hour

EQUIPMENT

Slope Inclinometer Instrument	\$200/day
Coring Machine	\$400/day
Infiltration Test Apparatus.....	\$200/day
Sonic Echo Foundation Test Gauge.....	\$200/day
Specialty Software (i.e. SLOPE/W, VolFlo).....	\$70/hour

CONCRETE

Concrete Compression Testing - Set of 4 Cylinder Breaks.....	\$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal).....	\$400
Each Additional Cylinder Break	\$50
Each Additional Core Break.....	\$100

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$400 per hour for the principal, associate, and project level professional and \$280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.

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

Estimate

Date	Estimate #
3/18/2024	20450

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 product to complete the following on prevailing wages:</p> <p>Rotate (1) station 90 degrees - Requires (2) 48X66" panels, (1) 66" 90 connector, and (1) pair of cantilevers Swap out (1) 4' wall mounted corner surface with (1) HAT and add (1) c leg to left return - Requires (1) 4' Corner HAT and (2) guessets Demo components on (6) cubes so that (12) 48X48 rib panels can be changes to 48X66 and (4) 48X66 rib panels can be changed to 48X48 - Requires (8) 48X66" panels, (2) 66" 90 connectors, (4) 66" draw rods Cut plastic whiteboard tray off of whiteboard in (1) station (install (1) ped for one of the open area stations</p>	3,840.00
<p>Supply, deliver and install (22) lock cores with (15) keys (2 per station plus 1 for the director) - All 22 locks to have the exact same number so that (1) key can open any locked cabinet in the cubes</p>	499.36T
<p>Quote is based on e-mail received and assumes all work done on normal time. Santa Rosa Sales Tax 9.250%</p>	46.19
<p>Lic.# 879120</p> <p>TERMS & CONDITIONS: ***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>	
Total	\$4,385.55

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated April 10, 2024, for reference purposes only, and is made by and between the Santa Rosa City Schools (“District”) and Grassetti Environmental Consulting (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).
2. Term. This Agreement and the Parties’ obligations hereunder shall commence on April 10, 2024. Consultant shall diligently perform as required and complete performance by August 13, 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 \$1,080. 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

Errors & Omissions (Professional Liability) 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:

Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

If to the Contractor:

Grassetti Environmental Consulting
7008 Bristol Drive
Berkeley, CA 94705

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.

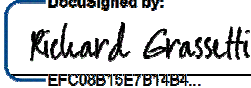
38. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

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:

Grassetti Environmental Consulting

By:  _____
EFC08B15E7B14B4...

Name: Richard Grassetti

Title: Principal

Date: 4/1/2024

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



Mr. Erik Oden
Executive Director Facilities, Maintenance, and Operations
Santa Rosa City Schools
110 Stony Point Rd., Unit 225
Santa Rosa CA 95401

March 29, 2024

SUBJECT: PROPOSAL TO PREPARE CEQA DOCUMENTATION FOR THE MONTGOMERY HIGH SCHOOL NEW CLASSROOM BUILDING PROJECT

Dear Mr. Oden;

We would be pleased to prepare the CEQA documentation for the Montgomery High School New Classroom Building Project. I understand the project to entail construction of a new two-story, approximately 27,000 sq. ft. classroom building on the existing campus. Six existing portable buildings would be removed to clear parts of the site for the project. The work may qualify for Exemption under CEQA Categorical Exemption, Class 14 which applies to school expansions (assuming it falls within the expansion limits and no exceptions to the exemptions apply).

We propose to complete the following tasks.

- Coordinate with the project engineer, review project site plans, review published information, and consult with the project engineers to determine if the Class 14 Exemption applies (and no exceptions apply).
- Assuming the project qualifies for the exemption, prepare the standard Notice of Exemption form (electronic copy) for the project for posting at the County Clerk's office. This will be accompanied by a brief memo summarizing our findings with respect to potential exemption and exceptions.

I propose to conduct this analysis for a fee not to exceed \$1080 (6 hrs. @ \$180/hr.). This ceiling will not be exceeded without your prior authorization, and the District will be billed only for time and materials actually expended. Direct expenses will be billed at cost. We anticipate all work will be done within two weeks of authorization to proceed. Work will be billed monthly and payment is due within thirty days of receipt of invoice. Please contact me at (510) 849-2354 if you have any questions regarding this proposal.

Sincerely;

A handwritten signature in black ink, appearing to read "Richard Grassetti".

Richard Grassetti
Principal

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated April 10, 2024, for reference purposes only, and is made by and between the Santa Rosa City Schools (“District”) and Brelje & Race Consulting Engineers (“Consultant”), (together, “Parties”).

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).
2. Term. This Agreement and the Parties’ obligations hereunder shall commence on April 10, 2024. Consultant shall diligently perform as required and complete performance by August 13, 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 Helen Lehman Elementary School \$4,800 and Abraham Lincoln Elementary School \$8,500. 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

13.2. Proof of Carriage of Insurance.

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

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

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the District:

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

If to the Consultant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

**CONSULTANT:
Brelje & Race Consulting Engineers**

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

EXHIBIT "A"
SCOPE OF SURVEYING SERVICES
HELEN LEHMAN ELEMENTARY SCHOOL
PREPARED FOR
SANTA ROSA CITY SCHOOLS
PREPARED BY
BRELJE & RACE CONSULTING ENGINEERS
B&R JOB NO. 3099.06
March 27, 2024

Background

The Santa Rosa School District desires to determine the location of specific boundary lines for the placement of security perimeter fencing at the above noted school site. The location of the desired fence is as indicated in the attached Exhibit B. This proposal will analyze any available record information in proximity to this site, complete the field work necessary to locate existing property corner monumentation to assist in resolving the desired boundary, and place wooden stakes to provide the approximate alignment of the desired boundary line.

1. Property Line Staking

Complete field survey work as necessary to determine the location of any existing monumentation relevant to and adjacent to the site. Review available record maps and deeds for the site and adjacent properties. Acquire any additional deeds and maps necessary that pertain to the site from the County Recorder's office. Analyze this historical information from surrounding subdivisions, surveys, and right of way dedications and orient this information with the found field monuments and a develop resolved boundary line based on this information. Provide marking of requested property lines with lath and flagging to assist with perimeter fence construction as requested by Client.

2. Fee

Our fees for this work shall be billed monthly on a lump sum, percentage of completion basis, as follows:

Item 1: Property line marking \$ 4,800

Excluding fees for reproduction and plotting services, which will be billed in addition to the engineering fees.

3. Assumptions and Limitations

-Proposal does not include the preparation of a record of survey, filing of maps with the County Surveyor, or placement of any permanent property monuments.

-Proposal assumes that owner will pay all application, processing, inspection, or other fees in conjunction with this application.

Helen Lehman Elementary School
Fence Install
double swing gate with chain link lock

Exhibit B



EXHIBIT "A"
SCOPE OF SURVEYING SERVICES
ABRAHAM LINCOLN ELEMENTARY SCHOOL
PREPARED FOR
SANTA ROSA CITY SCHOOLS
PREPARED BY
BRELJE & RACE CONSULTING ENGINEERS
B&R JOB NO. 4520.03
March 27, 2024

Background

The Santa Rosa School District desires to determine the location of specific boundary lines for the placement of security perimeter fencing at the above noted school site. The location of the desired fence is as indicated in the attached Exhibit B. This proposal will analyze any available record information in proximity to this site, complete the field work necessary to locate existing property corner monumentation to assist in resolving the desired boundary, and place wooden stakes to provide the approximate alignment of the desired boundary line.

1. Property Line Staking

Complete field survey work as necessary to determine the location of any existing monumentation relevant to and adjacent to the site. Review available record maps and deeds for the site and adjacent properties. Acquire any additional deeds and maps necessary that pertain to the site from the County Recorder's office. Analyze this historical information from surrounding subdivisions, surveys, and right of way dedications and orient this information with the found field monuments and a develop resolved boundary line based on this information. Provide marking of requested property lines with lath and flagging to assist with perimeter fence construction as requested by Client.

2. Fee

Our fees for this work shall be billed monthly on a lump sum, percentage of completion basis, as follows:

Item 1: Property line marking \$ 8,500

Excluding fees for reproduction and plotting services, which will be billed in addition to the engineering fees.

3. Assumptions and Limitations

-Proposal does not include the preparation of a record of survey, filing of maps with the County Surveyor, or placement of any permanent property monuments.

-Proposal assumes that owner will pay all application, processing, inspection, or other fees in conjunction with this application.

Abraham Lincoln Elementary School
Fence Install

Exhibit B



8' no climb with add
alt for 6'. need double
swing gate with crash
rail at playground

Erik would like the
existing fencing off
the street to be
replaced.

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

This Project Assignment is executed between CITY OF SANTA ROSA ELEMENTARY 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.

The modernization and conversion of the existing MPR building at Hidden Valley ES into a new Administration Building and the modernization and conversion of the existing Admin building into classrooms. The project will also include ADA path of travel improvements as required by DSA.

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: Energy Consultant, Acoustical Engineer, Cost Estimator

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. Three million, nine hundred thousand Dollars (\$3,900,000)

5. Architect Services Budget. _____

6. Architect Compensation:

A. Contract Price. Four hundred and fifty-seven thousand Dollars (\$457,500). Lump Sum Not to Exceed.

B. Payment Method:

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

Schematic Design	12 %
Design Development	18%
Construction Documents	38 %
Government Approvals	2%
Bidding	5 %
Construction Administration	20 %
Post-Construction	5 %

or

□ **Hourly, not to exceed the Contract Price Above.**

C. Additional Services Rate Schedule:

Architect Personnel

Principal	\$270/hr.
Project Manager/Associate/Director	\$250/hr.
Project Architect/Designer	\$235/hr.
Job Captain	\$210/hr.
Construction Admin Project Manager	\$220/hr.
Assistant Construction Admin Project Manager	\$200/hr.
Interior Designer	\$220/hr.
Junior Designer	\$195/hr.
Construction Admin Project Coordinator	\$185/hr.
Administrative	\$135/hr.

Design Consultants Personnel

1.10 times the consultants' standard hourly rates.

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	May 1 st , 2024	August 15 th 2024
Design Development Phase	August 16 th 2024	October 11, 2024
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: Concurrent with Design Development Constructability Review:	Value Engineering: Concurrent with Design Development Constructability Review:

	Concurrent with Design Development	Concurrent with Design Development
Construction Documents Phase		
Construction Drawings Value Engineering; Constructability Review	Value Engineering: Concurrent with DSA Review Constructability Review: Concurrent with DSA Review	Value Engineering: Concurrent with DSA Review Constructability Review: Concurrent with DSA Review
Bidding	TBD in Spring of 2025	
Construction Phase 1 (MPR Conversion to Admin)	June 2024	Spring 2025
Construction Phase 2 (Admin Conversion to Classrooms)	Spring 2026	August 2026
Post-Construction	Fall 2026	Fall 2026

Dated: April 3, 2024

CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT

By: _____

Title: _____

ARCHITECT: QKA

By: Aaron Jobson

Title: President/CEO

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 HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT** (“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”). *See attached proposal.*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on [April 11, 2024]. Consultant shall diligently perform as required and complete performance by [April 30, 2024], unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of [\$16,246.80]. 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
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

If to the Contractor:

Rich Vitali
Coordinated Project Installation
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

By: Rich Vitali

Name: Rich Vitali

Title: President

Date: 3/27/2024

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: 3/27/2024

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 / 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: Rich Vitali

Name: Rich Vitali

Title: President

Date: 3/27/2024

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: 3/27/2024

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 3/27/2024

Consultant Signature: Rich Vitali

Date 3/27/2024

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

Certificate Of Completion

Envelope Id: 9AB34DEFBA78462F8BE03406F11B2EBD	Status: Completed
Subject: Complete with DocuSign: SRCS PSA CPI.docx.pdf, SRCS_DO move Phs 3_CPI Est. 20475.pdf	
Source Envelope:	
Document Pages: 18	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
3/27/2024 2:59:58 PM	jonette.johnson@vpcsonline.com	

Signer Events

Signer Events	Signature	Timestamp
Rich Vitali		Sent: 3/27/2024 3:07:16 PM
Rich@coordinatedproject.com		Viewed: 3/27/2024 8:45:57 PM
President		Signed: 3/27/2024 8:47:05 PM
Coordinated Project Installations, INC	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 50.197.172.73	

Electronic Record and Signature Disclosure:
 Accepted: 3/27/2024 8:45:57 PM
 ID: 9a7b5894-7534-4c97-9e3e-a099cef01936

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	3/27/2024 3:07:16 PM
Certified Delivered	Security Checked	3/27/2024 8:45:57 PM
Signing Complete	Security Checked	3/27/2024 8:47:05 PM
Completed	Security Checked	3/27/2024 8:47:05 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

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 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 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 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: Santa Rosa Middle School PV Carport Structures

This Project Assignment (“Project Assignment”) is entered into as of April 10, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and Stocksdale Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated December 13, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Installation of photovoltaic arrays at Santa Rosa Middle School, with an anticipated construction start of June 8, 2024.

2. IOR Services to be Provided.

On-site inspection services including construction inspections, submittal of DSA inspection cards, forms and reports, maintenance of job files and logs, attendance at meetings, observance of required tests, scheduling of special inspections and testing, review of payment applications and assistance with punch list preparation.

3. Project Schedule and Project Term.

John Stocksdale, June 8, 2024, to August 13, 2024.

4. Project Budget.

Not to Exceed \$14,000.00

5. IOR Budget, Compensation and Payment.

Estimated time: 112 hours at \$125.00/hour. Total estimated fee of \$14,000.00 for inspection services. Payment shall be made monthly per approved invoice.

6. Special Conditions and/or Miscellaneous Provisions.

Fee for General Liability Insurance of an additional \$100.00.

This agreement may be terminated by either party upon five (5) days written notice to the other party.

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

IOR:

DISTRICT:

Stocksdale Inspection Services

Santa Rosa High School District/City of Santa Rosa Elementary School District

DocuSigned by:
John Stocksdale
By: John Stocksdale
Name: John Stocksdale
Title: owner
Date: 4/1/2024

By: _____
Name: _____
Title: _____
Date: _____

JOHN STOCKSDALE
STOCKSDALE INSPECTION SERVICES
1153 Humboldt Street, Santa Rosa, CA 95404
707 326-5130
johnstocksdale@gmail.com

12/20/2023

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

Re: Proposal for project inspection services
Santa Rosa Middle School / Photovoltaic Arrays

Dear Mr. Oden,

I am pleased to submit this proposal for on-site project inspection services for the Santa Rosa Middle School Photovoltaic Arrays project consisting of a 145.8KV system.

Scope of Services

Basic project inspection services shall be as set forth in Part I, Title 24, CCR and in DSA IR A-8 and shall include construction inspection, submittal of DSA inspection cards, DSA forms and reports, keeping job files and logs, attendance at meetings, observing required tests, scheduling special inspections and testing, reviewing payment applications, and assistance with punch list preparation.

Fee

Compensation for inspection services shall be based on an hourly fee of \$125.00/hour with a not to exceed amount.
Estimated time: 112 hours
Not to exceed fee: \$14,000.00
If required, general liability insurance will be provided for an additional \$100.00.
The fee shall include on-site inspection (1.5 hour minimum charge per visit) and time required to write reports, review plans, process communications, travel to site, file project materials, submit DSA forms and attend meetings.

Indemnification

Inspector shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Inspector's performance of the work, or work performed by the Inspector's employees, excepting only such injury or harm as may be caused solely and exclusively by the District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

EXHIBIT A

PROJECT ASSIGNMENT: Montgomery High School PV Carport Structures

This Project Assignment (“Project Assignment”) is entered into as of April 10, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and Stockdale Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated December 13, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Installation of photovoltaic arrays at Montgomery High School, with an anticipated construction start of June 8, 2024.

2. IOR Services to be Provided.

On-site inspection services including construction inspections, submittal of DSA inspection cards, forms and reports, maintenance of job files and logs, attendance at meetings, observance of required tests, scheduling of special inspections and testing, review of payment applications and assistance with punch list preparation.

3. Project Schedule and Project Term.

John Stockdale, June 8, 2024, to August 13, 2024.

4. Project Budget.

Not to Exceed \$22,000.00

5. IOR Budget, Compensation and Payment.

Estimated time: 176 hours at \$125.00/hour. Total estimated fee of \$22,000.00 for inspection services. Payment shall be made monthly per approved invoice.

6. Special Conditions and/or Miscellaneous Provisions.

Fee for General Liability Insurance of an additional \$100.00.
This agreement may be terminated by either party upon five (5) days written notice to the other party.

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

IOR:

DISTRICT:

Stockdale Inspection Services

Santa Rosa High School District/City of Santa Rosa Elementary School District

DocuSigned by:
John Stockdale
By: John Stockdale
Name: John Stockdale
Title: Owner
Date: 4/11/2024

By: _____
Name: _____
Title: _____
Date: _____

JOHN STOCKSDALE
STOCKSDALE INSPECTION SERVICES
1153 Humboldt Street, Santa Rosa, CA 95404
707 326-5130
johnstocksdale@gmail.com

12/20/2023

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

Re: Proposal for project inspection services
Montgomery High School / Photovoltaic Arrays

Dear Mr. Oden,

I am pleased to submit this proposal for on-site project inspection services for the Montgomery High School Photovoltaic Arrays project consisting of a 558.9KV system.

Scope of Services

Basic project inspection services shall be as set forth in Part I, Title 24, CCR and in DSA IR A-8 and shall include construction inspection, submittal of DSA inspection cards, DSA forms and reports, keeping job files and logs, attendance at meetings, observing required tests, scheduling special inspections and testing, reviewing payment applications, and assistance with punch list preparation.

Fee

Compensation for inspection services shall be based on an hourly fee of \$125.00/hour with a not to exceed amount.
Estimated time: 176 hours
Not to exceed fee: \$22,000.00
If required, general liability insurance will be provided for an additional \$100.00.
The fee shall include on-site inspection (1.5 hour minimum charge per visit) and time required to write reports, review plans, process communications, travel to site, file project materials, submit DSA forms and attend meetings.

Indemnification

Inspector shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Inspector's performance of the work, or work performed by the Inspector's employees, excepting only such injury or harm as may be caused solely and exclusively by the District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

PROJECT ASSIGNMENT: Abraham Lincoln Elementary School PV Carport Structures

This Project Assignment (“Project Assignment”) is entered into as of April 10, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and Stocksdale Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated December 13, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Installation of photovoltaic arrays at Abraham Lincoln Elementary School, with an anticipated construction start of June 8, 2024.

2. IOR Services to be Provided.

On-site inspection services including construction inspections, submittal of DSA inspection cards, forms and reports, maintenance of job files and logs, attendance at meetings, observance of required tests, scheduling of special inspections and testing, review of payment applications and assistance with punch list preparation.

3. Project Schedule and Project Term.

John Stocksdale, June 8, 2024, to August 13, 2024.

4. Project Budget.

Not to Exceed \$11,000.00

5. IOR Budget, Compensation and Payment.

Estimated time: 88 hours at \$125.00/hour. Total estimated fee of \$11,000.00 for inspection services. Payment shall be made monthly per approved invoice.

6. Special Conditions and/or Miscellaneous Provisions.

Fee for General Liability Insurance of an additional \$100.00.

This agreement may be terminated by either party upon five (5) days written notice to the other party.

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

IOR:

DISTRICT:

Stocksdale Inspection Services

Santa Rosa High School District/City of Santa Rosa Elementary School District

DocuSigned by:
John Stocksdale
By: John Stocksdale
Name: John Stocksdale
Title: owner
Date: 4/1/2024

By: _____
Name: _____
Title: _____
Date: _____

JOHN STOCKSDALE
STOCKSDALE INSPECTION SERVICES
1153 Humboldt Street, Santa Rosa, CA 95404
707 326-5130
johnstocksdale@gmail.com

12/20/2023

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

Re: Proposal for project inspection services
Abraham Lincoln Elementary School / Photovoltaic Array

Dear Mr. Oden,

I am pleased to submit this proposal for on-site project inspection services for the Abraham Lincoln Elementary School Photovoltaic Array project consisting of a 97.2KV system.

Scope of Services

Basic project inspection services shall be as set forth in Part I, Title 24, CCR and in DSA IR A-8 and shall include construction inspection, submittal of DSA inspection cards, DSA forms and reports, keeping job files and logs, attendance at meetings, observing required tests, scheduling special inspections and testing, reviewing payment applications, and assistance with punch list preparation.

Fee

Compensation for inspection services shall be based on an hourly fee of \$125.00/hour with a not to exceed amount.

Estimated time: 88 hours

Not to exceed fee: \$11,000.00

If required, general liability insurance will be provided for an additional \$100.00.

The fee shall include on-site inspection (1.5 hour minimum charge per visit) and time required to write reports, review plans, process communications, travel to site, file project materials, submit DSA forms and attend meetings.

Indemnification

Inspector shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Inspector's performance of the work, or work performed by the Inspector's employees, excepting only such injury or harm as may be caused solely and exclusively by the District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

EXHIBIT A

PROJECT ASSIGNMENT: Santa Rosa High School PV Carport Structures

This Project Assignment (“Project Assignment”) is entered into as of April 10, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and Stocksdale Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated April 10, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Installation of photovoltaic arrays at Santa Rosa High School, with an anticipated construction start of June 8, 2024.

2. IOR Services to be Provided.

On-site inspection services including construction inspections, submittal of DSA inspection cards, forms and reports, maintenance of job files and logs, attendance at meetings, observance of required tests, scheduling of special inspections and testing, review of payment applications and assistance with punch list preparation.

3. Project Schedule and Project Term.

John Stocksdale, June 8, 2024, to August 13, 2024.

4. Project Budget.

Not to Exceed \$22,000.00

5. IOR Budget, Compensation and Payment.

Estimated time: 176 hours at \$125.00/hour. Total estimated fee of \$22,000.00 for inspection services. Payment shall be made monthly per approved invoice.

6. Special Conditions and/or Miscellaneous Provisions.

Fee for General Liability Insurance of an additional \$100.00.

This agreement may be terminated by either party upon five (5) days written notice to the other party.

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

IOR:

DISTRICT:

Stocksdale Inspection Services

Santa Rosa High School District/City of Santa Rosa Elementary School District

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

JOHN STOCKSDALE
STOCKSDALE INSPECTION SERVICES
1153 Humboldt Street, Santa Rosa, CA 95404
707 326-5130
johnstocksdale@gmail.com

12/20/2023

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

Re: Proposal for project inspection services
Santa Rosa High School / Photovoltaic Arrays

Dear Mr. Oden,

I am pleased to submit this proposal for on-site project inspection services for the Santa Rosa High School Photovoltaic Arrays project consisting of a 558.9KV system.

Scope of Services

Basic project inspection services shall be as set forth in Part I, Title 24, CCR and in DSA IR A-8 and shall include construction inspection, submittal of DSA inspection cards, DSA forms and reports, keeping job files and logs, attendance at meetings, observing required tests, scheduling special inspections and testing, reviewing payment applications, and assistance with punch list preparation.

Fee

Compensation for inspection services shall be based on an hourly fee of \$125.00/hour with a not to exceed amount.

Estimated time: 176 hours

Not to exceed fee: \$22,000.00

If required, general liability insurance will be provided for an additional \$100.00.

The fee shall include on-site inspection (1.5 hour minimum charge per visit) and time required to write reports, review plans, process communications, travel to site, file project materials, submit DSA forms and attend meetings.

Indemnification

Inspector shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Inspector's performance of the work, or work performed by the Inspector's employees, excepting only such injury or harm as may be caused solely and exclusively by the District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

Insurance

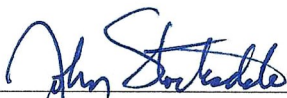
If required, inspector shall maintain commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include, but not be limited to, premises and operations liability, independent contractor's liability, and personal injury liability.

Termination of Agreement

This Agreement may be terminated by either party upon five (5) days written notice to the other party. Upon termination, District shall pay Inspector for performance completed prior to termination but shall have no further obligation to Inspector.

Santa Rosa City High School District

date



12/22/2023

John Stocksdale
Class 1 Project Inspector #4999

date

EXHIBIT A

PROJECT ASSIGNMENT: Cesar Chaves Language Academy PV Carport Structures

This Project Assignment (“Project Assignment”) is entered into as of April 10, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and Stocksdale Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated April 10, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Installation of photovoltaic arrays at Cesar Chaves Language Academy, with an anticipated construction start of June 8, 2024.

2. IOR Services to be Provided.

On-site inspection services including construction inspections, submittal of DSA inspection cards, forms and reports, maintenance of job files and logs, attendance at meetings, observance of required tests, scheduling of special inspections and testing, review of payment applications and assistance with punch list preparation.

3. Project Schedule and Project Term.

John Stocksdale, June 8, 2024, to August 13, 2024.

4. Project Budget.

Not to Exceed \$18,000.00

5. IOR Budget, Compensation and Payment.

Estimated time: 144 hours at \$125.00/hour. Total estimated fee of \$18,000.00 for inspection services. Payment shall be made monthly per approved invoice.

6. Special Conditions and/or Miscellaneous Provisions.

Fee for General Liability Insurance of an additional \$100.00.

This agreement may be terminated by either party upon five (5) days written notice to the other party.

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

IOR:

DISTRICT:

Stocksdale Inspection Services

Santa Rosa High School District/City of Santa Rosa Elementary School District

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

JOHN STOCKSDALE
STOCKSDALE INSPECTION SERVICES
1153 Humboldt Street, Santa Rosa, CA 95404
707 326-5130
johnstocksdale@gmail.com

12/20/2023

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

Re: Proposal for project inspection services
Cesar Chaves Language Academy / Photovoltaic Array

Dear Mr. Oden,

I am pleased to submit this proposal for on-site project inspection services for the Cesar Chaves Language Academy Photovoltaic Array project consisting of a 364.5KV system.

Scope of Services

Basic project inspection services shall be as set forth in Part I, Title 24, CCR and in DSA IR A-8 and shall include construction inspection, submittal of DSA inspection cards, DSA forms and reports, keeping job files and logs, attendance at meetings, observing required tests, scheduling special inspections and testing, reviewing payment applications, and assistance with punch list preparation.

Fee

Compensation for inspection services shall be based on an hourly fee of \$125.00/hour with a not to exceed amount.
Estimated time: 144 hours
Not to exceed fee: \$18,000.00
If required, general liability insurance will be provided for an additional \$100.00.
The fee shall include on-site inspection (1.5 hour minimum charge per visit) and time required to write reports, review plans, process communications, travel to site, file project materials, submit DSA forms and attend meetings.

Indemnification

Inspector shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Inspector's performance of the work, or work performed by the Inspector's employees, excepting only such injury or harm as may be caused solely and exclusively by the District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

JOHN STOCKSDALE
STOCKSDALE INSPECTION SERVICES
1153 Humboldt Street, Santa Rosa, CA 95404
707 326-5130
johnstocksdale@gmail.com

12/20/2023

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

Re: Proposal for project inspection services
Cesar Chaves Language Academy / Photovoltaic Array

Dear Mr. Oden,

I am pleased to submit this proposal for on-site project inspection services for the Cesar Chaves Language Academy Photovoltaic Array project consisting of a 364.5KV system.

Scope of Services

Basic project inspection services shall be as set forth in Part I, Title 24, CCR and in DSA IR A-8 and shall include construction inspection, submittal of DSA inspection cards, DSA forms and reports, keeping job files and logs, attendance at meetings, observing required tests, scheduling special inspections and testing, reviewing payment applications, and assistance with punch list preparation.

Fee

Compensation for inspection services shall be based on an hourly fee of \$125.00/hour with a not to exceed amount.
Estimated time: 144 hours
Not to exceed fee: \$18,000.00
If required, general liability insurance will be provided for an additional \$100.00.
The fee shall include on-site inspection (1.5 hour minimum charge per visit) and time required to write reports, review plans, process communications, travel to site, file project materials, submit DSA forms and attend meetings.

Indemnification

Inspector shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Inspector's performance of the work, or work performed by the Inspector's employees, excepting only such injury or harm as may be caused solely and exclusively by the District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

EXHIBIT A

PROJECT ASSIGNMENT: Piner High School PV Carport Structures

This Project Assignment (“Project Assignment”) is entered into as of April 10, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and Stocksdale Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated April 10, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Installation of photovoltaic arrays at Piner High School, with an anticipated construction start of June 8, 2024.

2. IOR Services to be Provided.

On-site inspection services including construction inspections, submittal of DSA inspection cards, forms and reports, maintenance of job files and logs, attendance at meetings, observance of required tests, scheduling of special inspections and testing, review of payment applications and assistance with punch list preparation.

3. Project Schedule and Project Term.

John Stocksdale, June 8, 2024, to August 13, 2024.

4. Project Budget.

Not to Exceed \$24,000.00

5. IOR Budget, Compensation and Payment.

Estimated time: 192 hours at \$125.00/hour. Total estimated fee of \$24,000.00 for inspection services. Payment shall be made monthly per approved invoice.

6. Special Conditions and/or Miscellaneous Provisions.

Fee for General Liability Insurance of an additional \$100.00.
This agreement may be terminated by either party upon five (5) days written notice to the other party.

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

IOR:

DISTRICT:

Stocksdale Inspection Services

Santa Rosa High School District/City of Santa Rosa
Elementary School District

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

JOHN STOCKSDALE
STOCKSDALE INSPECTION SERVICES
1153 Humboldt Street, Santa Rosa, CA 95404
707 326-5130
johnstocksdale@gmail.com

12/20/2023

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

Re: Proposal for project inspection services
Piner High School / Photovoltaic Arrays

Dear Mr. Oden,

I am pleased to submit this proposal for on-site project inspection services for the Piner High School Photovoltaic Arrays project consisting of a 607.5KV system.

Scope of Services

Basic project inspection services shall be as set forth in Part I, Title 24, CCR and in DSA IR A-8 and shall include construction inspection, submittal of DSA inspection cards, DSA forms and reports, keeping job files and logs, attendance at meetings, observing required tests, scheduling special inspections and testing, reviewing payment applications, and assistance with punch list preparation.

Fee

Compensation for inspection services shall be based on an hourly fee of \$125.00/hour with a not to exceed amount.
Estimated time: 192 hours
Not to exceed fee: \$24,000.00
If required, general liability insurance will be provided for an additional \$100.00.
The fee shall include on-site inspection (1.5 hour minimum charge per visit) and time required to write reports, review plans, process communications, travel to site, file project materials, submit DSA forms and attend meetings.

Indemnification

Inspector shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from the Inspector's performance of the work, or work performed by the Inspector's employees, excepting only such injury or harm as may be caused solely and exclusively by the District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

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EXHIBIT A

PROJECT ASSIGNMENT: Herbert Slater Middle School PV Carport Structures

This Project Assignment (“Project Assignment”) is entered into as of April 10, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and Stocksdale Inspection Services (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated April 10, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Installation of photovoltaic arrays at Herbert Slater Middle School, with an anticipated construction start of June 8, 2024.

2. IOR Services to be Provided.

On-site inspection services including construction inspections, submittal of DSA inspection cards, forms and reports, maintenance of job files and logs, attendance at meetings, observance of required tests, scheduling of special inspections and testing, review of payment applications and assistance with punch list preparation.

3. Project Schedule and Project Term.

John Stocksdale, June 8, 2024, to August 13, 2024.

4. Project Budget.

Not to Exceed \$15,000.00

5. IOR Budget, Compensation and Payment.

Estimated time: 120 hours at \$125.00/hour. Total estimated fee of \$15,000.00 for inspection services. Payment shall be made monthly per approved invoice.

6. Special Conditions and/or Miscellaneous Provisions.

Fee for General Liability Insurance of an additional \$100.00.
This agreement may be terminated by either party upon five (5) days written notice to the other party.

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

IOR:

DISTRICT:

Stocksdale Inspection Services

Santa Rosa High School District/City of Santa Rosa Elementary School District

By: _____
Name: _____
Title: _____
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12/20/2023

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

Re: Proposal for project inspection services
Slater Middle School / Photovoltaic Arrays

Dear Mr. Oden,

I am pleased to submit this proposal for on-site project inspection services for the Slater Middle School Photovoltaic Arrays project consisting of a 168.8KV system.

Scope of Services

Basic project inspection services shall be as set forth in Part I, Title 24, CCR and in DSA IR A-8 and shall include construction inspection, submittal of DSA inspection cards, DSA forms and reports, keeping job files and logs, attendance at meetings, observing required tests, scheduling special inspections and testing, reviewing payment applications, and assistance with punch list preparation.

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