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**AGREEMENT FOR ARCHITECTURAL  
(A) SERVICES**

This Agreement for Architectural Services (“Agreement”) is entered into this 24th day of April, 2024, by and between **SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT**, California public school districts (“District”) and **Carducci Associates** (“Architect”)(the District and the A/E are collectively referred to herein as “the Parties.”) This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

**RECITALS**

**WHEREAS**, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the renovation, modernization and/or construction of new and existing physical facilities throughout the District sites and campuses; these works of improvement are hereinafter collectively referred to as “the Projects” and singularly referred to as “an Assigned Project”.

**WHEREAS**, the District desires to retain A/E to provide and perform architectural and related services in connection with the design, bidding, and construction of the Projects assigned by the District to the A/E under this Agreement; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment in substantially the form attached hereto as *Exhibit A – Project Assignment*.

**WHEREAS**, A/E is duly licensed as an architect and/or engineer under the laws of the State of California and is qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the District and A/E agree as follows:

**AGREEMENT**

**1 BASIC SERVICES.**

**1.1 Scope.** A/E shall provide Basic Services and authorized Additional Services for an Assigned Project, as more particularly enumerated in this Agreement and in the Project Assignment for the Assigned Project. All Basic Services and authorized Additional Services for an Assigned Project shall be performed and completed by employees of the A/E and the A/E’s Sub-Consultants. Architect’s services hereunder shall be performed or provided consistent with the Basic Services Completion Schedule set forth in a Project Assignment and with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of the design, bidding and construction of the Assigned Projects. The scope of Basic Services to be provided by the A/E in connection with an Assigned Project shall be in accordance with the Project Assignment issued by the District for an Assigned Project; the form of Project Assignment is attached hereto as *Exhibit A*, and incorporated herein by this reference.

**1.2 Project Construction Budget.** If a Project Construction Budget is established for an Assigned Project, the A/E shall design the Project Plans within the Project Construction Budget and the value of the Construction Cost Estimate for the design work shall not exceed 95 percent of the Project Construction Budget without prior written authorization of the District; where an estimate exceeds such limit without the District’s authorization, A/E shall redesign the Project Plans to stay within the Project Construction Budget at no additional cost to the District. All Construction Cost Estimates prepared by the A/E for the Project shall include hard construction costs, and contractor’s overhead and profit, and design contingencies within the specified Project Construction Budget. The parties recognize that neither the District nor the A/E has control over the cost of materials, labor, or the bidding market. Accordingly, the A/E cannot and does not warrant or represent that bids will not vary from budgets for the project.

**1.3 Architect of Record.** Architect is the Architect of Record for the work of this Agreement and any and all Assigned Projects related thereto.

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**1.4 Pre-Approval of A/E's Consultants.** Prior to the execution of each Project Assignment, the A/E shall submit, for written approval by the District, the names of the consultant firms proposed for the Project and shall identify the principals of the proposed consultant firms who will be assigned to the Project. The District shall have the discretion to accept or reject any firm proposed. If a firm is rejected, the A/E shall propose an alternate firm acceptable to the District. Nothing in this Agreement shall create any contractual relation between the District and any consultant employed by the A/E.

**1.5 Regulatory Approvals.** A/E is responsible for obtaining review and approvals by customary applicable regulatory agencies, including but not limited to the Division of the State Architect, for building permits. The District shall be responsible for obtaining review and approvals by applicable regulatory agencies for environmental reviews, entitlements, hazardous material abatement, and other CEQA related activities. The District shall be responsible for all regulatory fees.

**1.6 Architect Independent Contractor.** In providing services hereunder, Architect shall be an independent contractor to the District. The express terms hereof set forth the limited extent to which Architect is authorized to act on behalf of the District in its independent contractor capacity. Without otherwise limiting liability, Architect shall be responsible to the District and third parties for the consequences of Architect's actions or conduct which exceed the express limited scope of Architect's authority to act on behalf of the District set forth herein.

**1.7 Architect Standard of Care.** Architect and its Sub-Consultants shall provide the Basic Services and authorized Additional Services for an Assigned Project: (i) using its best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of an Assigned Project; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. All services provided pursuant to this Agreement shall be in accordance with the provisions of the California Public Contract Code.

**1.8 Records and Reports.** The Architect shall maintain current, accurate and complete records of the Project Construction, including without limitation, correspondence, memoranda, Change Orders, Change Order Requests, Proposal Requests and similar records relating to an Assigned Project. The Architect shall timely prepare and submit all reports regarding the Project construction required by applicable law, rule or regulation.

**1.9 Limitations Upon Architect's Construction Phase Services.** Architect's services during the Construction Phase shall not be deemed Architect's assumption of, or control over, construction means, methods and sequences or site safety, all of which remain the responsibility of the Contractor. Architect shall not have control over or charge of the acts or omissions of the Contractor or its Subcontractors or their agents and employees.

## **2 A/E COMPENSATION**

**2.1 Contract Price.** For each Assigned Project, the District will pay the Contract Price set forth in the Project Assignment for the Assigned Project. Unless otherwise expressly provided in the Project Assignment for an Assigned Project, the Contract Price for an Assigned Project includes without limitation the A/E's fee, Sub-Consultants' fees, personnel expense of the A/E and Sub-Consultants inclusive of all benefits and burdens, incidental expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development, travel for the personnel of the A/E and Sub-Consultants to and from their respective offices and the District as well as travel, insurance and all other administrative or overhead costs associated with or arising out of performance of the Basic Services designated in the Project Assignment for an Assigned Project. If an Architectural Services Budget is established in the Project Assignment for an Assigned Project, the aggregate amount paid by the District for the Basic Services for the Assigned Project shall not exceed the amount of the Architectural Services Budget.

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**2.2 Construction Phase Changes; Adjustment of Contract Price.** The Contract Price for the Basic Services for an Assigned Project is not subject to adjustment unless there are changes authorized in writing by the District for an Assigned Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the A/E or Sub-Consultants to timely and completely perform the Basic Services for the Assigned Project. If services of the A/E or Sub-Consultants are required in connection with such changes during an Assigned Project which do not result from errors, omissions or other defects in the Design Documents or failures of the A/E or Sub-Consultants to timely and completely perform the Basic Services for an Assigned Project, the Contract Price for an Assigned Project will be adjusted by an amount to be approved by the District Project team at the District's sole discretion, in an amount reasonably necessary to complete design and related services for such changes. This amount will be based, at least in part, on any applicable hourly rate(s) set forth in the Rate Schedule for the Assigned Project. If a change during an Assigned Project is the result of errors, omissions or other defects in the Design Documents or failures of the A/E or Sub-Consultants to timely and completely perform the Basic Services, services required of the A/E or its Sub-Consultants in connection with such change shall not result in adjustment of the A/E Contract Price for the Assigned Project and shall be borne solely by the A/E.

**2.3 Reimbursable Expenses.** The Contract Price for Architect's Basic Services for an Assigned Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by A/E to perform the Basic Services as specified in Article 2.1 above or in a Project Assignment. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature. The District shall only be responsible to issue payment to A/E for Reimbursable Expenses that are authorized by the District in writing.

**2.4 Additional Services.** If the District authorizes or directs the A/E to perform or provide Additional Services in connection with an Assigned Project, A/E shall be compensated for such Additional Services in accordance with a fixed fee and/or based on a hourly rate schedule, as set forth and determined in the Project Assignment. Where fees for A/E's personnel are authorized, such fees shall be in accordance with the schedule attached to the Project Assignment for the Assigned Project ("the Rate Schedule"). The District shall only be responsible to issue payment to A/E for Additional Services that are authorized by the District in writing.

**2.5 District Payments.**

**2.5.1 Allocation of Contract Price.** The District's payment of the Contract Price for Basic Services for an Assigned Project shall be allocated amongst the various Phases of the Basic Services for an Assigned Project as set forth in the Project Assignment for an Assigned Project, or as otherwise set forth in the Project Assignment.

**2.5.2 A/E Billings to District.** During the course of providing Basic Services for an Assigned Project, A/E shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services, authorized Additional Services, and/or authorized Reimbursable Expenses performed or incurred in the immediately prior month. A/E's billings shall be in such form and format as may be reasonably requested by District. If the Contract Price is based on a percentage of the Construction Contract Amount, until such time as that amount is established by bid and award of the construction contract, A/E's billings for Basic Services shall be based upon the amount of the District's Project Construction Budget, and thereafter adjusted and updated to reflect so that the A/E's billings for the Assigned project reflect the construction contract's value.

**2.5.3 District Payments to A/E.** Within thirty (30) days of receipt of A/E's billing invoices, District will make payment to A/E of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and/or authorized Reimbursable Expenses. No deductions shall be made or withheld from payments due A/E hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of an Assigned Project. The District may, however, withhold or deduct from amounts otherwise due A/E hereunder if A/E shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after A/E has fully cured such failure of

performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due A/E under any billing invoice rendered by A/E under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the A/E an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

### 3 TERM; TIME

**3.1 Initial Term.** The term of this Agreement shall commence upon ratification by the District's Board of Education and execution by A/E and District in accordance with Paragraph 6.3 hereof. This Agreement shall terminate **three (3)** years thereafter ("Termination Date"). In the event that an Assigned Project is not completed or the District shall not have issued all payments on any Assigned Project to the Contractor as of the Termination date through no fault or neglect of A/E, the Termination Date shall be extended. In such event, Basic Services provided by A/E following the Termination Date shall be in accordance with the Rate Schedule for the Assigned Projects or as may be otherwise agreed upon by the Parties.

Notwithstanding expiration of the Initial Term of this Agreement, if at such time, there are remaining Basic Services or authorized Additional Services to be performed by the A/E in connection with an Assigned Project under a Project Assignment issued prior to expiration of this Agreement, the A/E shall continue to diligently perform and complete all such remaining Basic Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of this Agreement, the District will continue to make payment for the Basic Services and authorized Additional Services performed in connection with an Assigned Project after expiration of this Agreement in accordance with the terms of the Project Assignment.

**3.2 Time.** All of the Basic Services and authorized Additional Services set forth in the Project Assignment for an Assigned Project shall be completed by the A/E in a prompt and diligent manner. If a schedule for completion of Basic Services in connection with an Assigned Project is agreed upon between the District and the A/E, the A/E's performance and completion of Basic Services shall be in accordance with such schedule. The A/E shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the A/E to complete Basic Services for an Assigned Project in accordance with an agreed upon schedule, but only to the extent that the delay was the fault of the A/E.

### 4 INSURANCE AND INDEMNITY

**4.1 A/E's Insurance.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the A/E:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including Bodily Injury or Death and Property Damage)	
Per Occurrence	\$2,000,000
Aggregate	\$4,000,000
Automobile Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Occurrence	\$2,000,000
Aggregate	\$4,000,000

The foregoing notwithstanding, the minimum coverage amounts required for an Assigned Project may be modified as set forth in the Project Assignment for an Assigned Project.

**4.2 A/E's Sub-Consultants' Insurance.** Minimum coverage amounts for policies of insurance to be obtained and maintained by each of the A/E's Design Consultants are:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including Bodily Injury or Death and Property Damage)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	\$2,000,000

The foregoing notwithstanding, the minimum coverage amounts required for an Assigned Project may be modified as set forth in the Project Assignment for an Assigned Project.

**4.3 Policy Endorsements; Evidence of Insurance.** Architect shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the District.

**4.4 Indemnity.** To the fullest extent permitted by law and in accordance with the provisions of California Civil Code §2782.8, the Architect shall indemnify, protect, defend and hold harmless the District and its employees, officers, board members, agents and representatives (collectively "the Indemnified Parties") from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Architect's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or other costs or charges, arising out of, pertaining to, or relating to, the negligent, reckless or willful misconduct, of Architect, its Sub-Consultants or the employees, agents and representatives of Architect or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement, but excluding liability as to the active or sole negligence or willful misconduct of the District. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. The foregoing shall include without limitation, attorneys' fees, experts' fees and costs, investigation expenses and costs incurred by the District, and any defense afforded pursuant to this paragraph shall be provided by counsel acceptable to the District. The Architect's obligations hereunder are not limited in any way or by any limitation on the amount or type of damages or compensation payable to the Architect or its Sub-Consultants or their respective agents and employees under applicable policies of insurance, workers' compensation acts, disability benefits acts, or other employee benefits acts. The provisions of this Article shall apply during the period of Architect's performance under this Agreement and shall survive the termination of this Agreement.

## 5. TERMINATION; SUSPENSION

**5.1 Termination for Default.** Either the District or Architect may terminate this Agreement or a Project Assignment upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder or in connection with a Project Assignment and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during

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such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Architect if: (a) Architect becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Architect or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Architect or any of Architect's property on account of Architect's insolvency; or (b) if Architect willfully or recklessly disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Contract Price due the Architect, if any, shall be based upon Basic Services and authorized Additional Services incurred or provided prior the effective date of the District's termination of this Agreement or an Assigned Project, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or a Project Assignment or the cause(s) for termination of this Agreement or a Project Assignment. Payment of the remaining amount due the Architect, if any, shall be made by District only after completion of the Post-Construction Phase of this Agreement or the Assigned Project, as applicable. Architect shall remain responsible and liable to the District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Architect's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Architect hereunder for Basic Services or authorized Additional Services.

**5.2 District's Right to Suspend.** The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Architect's services under a Project Assignment; provided, however, that if the District shall suspend construction of an Assigned Project or Architect's services under a Project Assignment for a period of sixty (60) consecutive days or more and such suspension is not caused by the Architect's default or the acts or omissions of Architect or its Sub-Consultants, upon rescission of such suspension, the Contract Price for the Assigned Project will be subject to adjustment to reflect changes in actual costs and expenses incurred by Architect, if any, as a direct result of the suspension and resumption of the Assigned Project construction or Architect's services under a Project Assignment. If such is the case, the Architect's submittal schedule established in the Project Assignment shall also be subject to an adjustment, if required, as a direct result of the suspension and resumption of the Architect's services.

**5.3 District's Termination for Convenience.** The District may, at any time, upon seven (7) days advance written notice to Architect terminate this Agreement or a Project Assignment for the District's convenience and without fault, neglect or default on the part of Architect. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Architect or such other time as the District and Architect may mutually agree upon. In such event, the District shall make payment of the Contract Price to Architect for services provided through the date of termination plus actual costs incurred by Architect directly attributable to such termination.

**5.4 Architect Suspension of Services.** If the District shall fail to make payment of earned and undisputed payments when due Architect hereunder, Architect may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received. In such event, Architect shall have no liability for any delays or additional costs of Project construction due to, or arising out of, such suspension.

**5.5 Architect Obligations Upon Termination.** Upon the District's exercise of the right of termination under Article 5.1 or Article 5.3, the Architect shall take action as directed by the District relative to on-going preparation of the Design Documents or construction of an Assigned Project. If requested by the District, the Architect shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Architect under this Agreement. The Architect shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Architect may, at its sole cost and expense, make reproductions of the originals delivered to the District.

## **6. MISCELLANEOUS**

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**6.1 Governing Law; Interpretation.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or A/E.

**6.2 Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of A/E and the District. Neither A/E nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the Party requested to grant such consent.

**6.3 Authority.** The individual(s) executing this Agreement on behalf of A/E warrant and represent that she/he is authorized to execute this Agreement and bind A/E to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind District to all terms hereof and authority granted to enter into this Agreement.

**6.4 Notices.** Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Santa Rosa High School District/  
City of Santa Rosa Elementary School District  
Attn: Lisa August, Associate Superintendent of Business Services  
211 Ridgway Avenue  
Santa Rosa, California 95401

If to A/E:

Carducci Associates  
Attn: William E. Fee, Principal  
555 Beach Street Fourth Floor  
San Francisco, CA 94133  
bill@carducciassociates.com

**6.5 Entire Agreement.** This Agreement and the form of Project Assignment attached hereto as *Exhibit A* are all of the documents forming a part of the Agreement. In addition, all Project Assignments executed by the Parties during the Term of the Agreement are documents forming a part of the Agreement. If there are conflicts or inconsistencies between any of the documents that form this Agreement, the terms of this Agreement and/or a Project Assignment shall prevail unless otherwise indicated by the District in writing. The foregoing constitutes the entire agreement and understanding between the District and A/E concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and A/E.

**6.6 Disputes.**

**6.6.1 Continuation of Services.** Except in the event of the District's failure to make undisputed payment of the Contract Price due to A/E, notwithstanding any disputes between District and A/E hereunder, A/E and District shall each continue to perform their respective obligations hereunder; including the obligation of the A/E to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

**6.6.2 Mandatory Mediation.** All claims, disputes and other matters in controversy between the A/E and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The

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commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the A/E commencing arbitration proceedings pursuant to Article 6.6.3 below.

**6.6.3 Arbitration.** All claims, disputes or other matters in controversy between A/E and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth in Article 6.6.2 above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Construction Industry Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by the A/E, the Project Manager, the Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, the services provided by or through the A/E hereunder or the Instruments of Service prepared by or through the A/E, A/E and District agree that any arbitration proceedings initiated between A/E and District hereunder, in the sole discretion of the District, shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the A/E or the Contractor. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the Project site as set forth in the Project Assignment.

## **6.7 Use of Design Documents.**

**6.7.1 Ownership.** Notwithstanding any provision of law to the contrary, including without limitation the provisions of Education Code § 17316, all of the A/E's Instruments of Service, including without limitation, the originals and reproducible transparencies of the Drawings, Specifications and other Design Documents prepared by or on behalf of the A/E under this Agreement (which include, but are not limited to, working drawings, and master plans, preliminary sketches, Architectural presentation drawings, structural and other engineering calculations or computations and estimates) are and shall remain the property of the District. The A/E shall retain ownership to software, standard details, master specifications, and other Instruments of Service that are not specific to projects prepared under this Agreement. By executing this Agreement, the A/E acknowledges that it transfers to the District all of the A/E's copyright rights in and to the project specific Instruments of Service to the District; the A/E further acknowledges that by executing this Agreement, it waives all copyright rights relating to the Instruments of Service, including without limitation, all statutory, common law and reserved rights. Upon the termination of this Agreement or the abandonment of all or any portion of an Assigned Project, the District may use any portion of the Instruments of Service (whether completed or in progress) for any purpose, in the sole and exclusive discretion of the District without additional compensation to the A/E. All parties agree that the only documentation suitable for construction related activities are the signed stamped DSA approved Construction Documents. All parties agree that all other Instruments of Service, including electronic files, may be in varying levels of completeness, as their intended purpose was as Instruments of Service internal to the A/E firm. A/E shall not, without the prior consent and approval of the District, which shall not be unreasonably withheld, reproduce or otherwise use any documents or rights owned by the District pursuant to this Agreement, except for standard details, notes and assemblies.

**6.7.2 District Use of Design Documents.** Upon the termination of this Agreement, a Project Assignment Amendment or the abandonment of all or any portion of an Assigned Project, the District may use any portion of the Design Documents (whether completed or in progress) for any purpose, in the sole and exclusive discretion of the District without additional compensation to the A/E. Whether the Assigned Project is completed or if completion of the Design documents or construction of an Assigned Project is not by the A/E under this Agreement and the District re-uses or modifies Design Documents completed by the A/E or prepared by the A/E prior to the termination of this Agreement, termination of a project Assignment Amendment or the abandonment of an Assigned Project, the District shall indemnify, defend and hold harmless the A/E from claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys fees and legal costs arising out of damage or loss to property or persons, including death, arising out of the District's re-use or modification of the A/E's Design Documents.

**6.8 Compliance with Laws.** The A/E shall comply with all local, state and federal laws, regulation and ordinances in performing any services under this Agreement on behalf of the District, including but not limited to any and all local, state and federal rules and regulations and any District policies and procedures related to COVID-19 or any other epidemic or pandemic.

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**IN WITNESS WHEREOF**, the District and A/E have executed this Agreement as of the date set forth above.

**DISTRICT:**

**SANTA ROSA HIGH SCHOOL DISTRICT/CITY  
OF SANTA ROSA ELEMENTARY SCHOOL  
DISTRICT**


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

Name: \_\_\_\_\_  
Lisa August

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

**A/E:**

**Carducci Associates**

By:  \_\_\_\_\_  
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Name: william Fee  
William E. Fee

Title: Principal

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

This Project Assignment is executed between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and Carducci Associates (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated April 24, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description. Herbert Slater Middle School Irrigation Well**

Landscape architectural services to include design of irrigation point of connection to a new on-site well for turf grass irrigation in the following phases: Information Gathering, Schematic Design, Construction Documentation, Bidding, and Construction Documentation.

**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.

**A. Contract Price.** Sixty-Four Thousand Dollars (\$64,000.00) Lump Sum Not to Exceed.

**B. Payment Method:**

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

Information Gathering	\$7,500.00
Schematic Design	\$15,000.00
Construction Documents	\$20,000.00

Bidding Support	\$2,500.00
Construction Administration	\$12,500.00
Electrical Engineering	\$6,5000.00
<b>Total</b>	<b>\$64,000.00</b>

**C. Additional Services Rate Schedule:**

Principal \$245.00 per hour  
 Senior Associate \$190.00 per hour  
 Associate \$170.00 per hour  
 Clerical/Word Processing time \$100.00 per hour

**6. Basic Services Submittal Schedule:**

	<b>START DATE</b>	<b>FINISH DATE</b>
<b>Schematic Design Phase</b>		
<b>Initial Design Development Phase</b>		
<b>Final Design Development Phase</b>		
<b>Preliminary Plans Value Engineering; Constructability Review</b>	Value Engineering: _____  Constructability Review: _____	Value Engineering: _____  Constructability Review: _____
<b>Initial Construction Documents Phase</b>		
<b>Final Construction Documents Phase</b>		
<b>Construction Drawings Value Engineering; Constructability Review</b>	Value Engineering: _____  Constructability Review: _____	Value Engineering: _____  Constructability Review: _____
<b>Bidding</b>		
<b>Construction</b>		
<b>Post-Construction</b>		

Dated: April 24, 2024

**SANTA ROSA HIGH SCHOOL DISTRICT**

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

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

**ARCHITECT**

DocuSigned by:  
By: *William Fee*  
9C3C7BB6F1EB428...

Title: Principal

April 10, 2024

Santa Rosa City Schools  
c/o Steve Petcavich, Greystone West Company  
211 Ridgeway Avenue  
Santa Rosa, CA 95401  
415-858-5010 / steve@greystonewest.com

**Proposal for Professional Landscape Architectural Services  
Herbert Slater Middle School Irrigation Well (SAN24-01)  
3500 Sonoma Avenue, Santa Rosa CA 95405**

## PROJECT DESCRIPTION

Landscape architectural services to include design of irrigation point of connection to a new on-site well for turf grass irrigation in the following phases: Information Gathering, Schematic Design, Construction Documentation, Bidding, and Construction Documentation.

1. The design will include specifying the required irrigation equipment for a new point of connection: primarily a new pump and irrigation controller.
2. Existing irrigation main line, laterals, heads and valves are to remain where possible. Design of these items beyond required alterations to connect to the well water are not included in this contract.
3. Coordination with the civil engineer / well designer, pump vendor, and electrical engineer, as required.
4. Provide recommendations for existing turfgrass.
5. Fee includes contingency for added complexity of high water temperatures encountered during well boring.
6. Refer to Exhibit A, attached, for Limit of Work.

## A. SERVICES

1. Information Gathering
  - a. One (1) site walk with Owner/Owner's Representative to review visible existing conditions and project goals.
  - b. Review Record Drawings for variance from field conditions.
2. Schematic Design
  - a. One (1) meeting with Owner/Owner's Representative and well designer to review existing conditions and project goals.
  - b. Confirm owner preferences for irrigation equipment.
  - c. Coordination with well designer and pump vendor for new irrigation point of connection.
3. Construction Documents
  - a. One (1) meeting with the Owner/Owner's Representative to review progress drawings, review goals, budgets, schedule and coordination with the consultant team for each independent area identified above.
  - b. Landscape Irrigation Plan and Details: layout of irrigation system, piping and valves required to provide an operative system that functions with the existing irrigation system in the turf playing field.
  - c. Soil Preparation Plan: Soil preparation plans prepared to repair any planting areas disturbed by well and point of connection work. Coordination applicable areas of disturbed soil as required with Civil Engineer.

- d. Specifications: Final specifications for aforementioned work will be Construction Specification Institute (CSI) format.
- e. Design contingency for added complexity of high well water temperatures.

#### 4. Bidding

- a. Assist Owner/Owner's Representative with bidding, as needed.

#### 5. Construction Administration

Construction Administration may include reviewing contractor's submittals, responding to contractor's request for information, providing supplemental information and two (2) visits to the site at intervals appropriate to the stages of job construction and at completion to determine general conformity of the work to the plans and specifications as applied to each area independently as listed above. This is not a full-time or exhaustive inspection and the Landscape Architect shall not be responsible for job safety, construction methods or sequences, or work that has been negligently and incorrectly installed by the contractor.

- a. Respond to Requests for Information
- b. Review contractor's submittals. (1) One re-submittal will be accepted. Any further re-submittal will be reviewed and charged as additional services.
- c. Provide supplemental information and clarifications as required
- d. Contingency for added complexity of high well water temperatures
- e. Attend two (2) site visits during construction
  - i. One (1) Site visit and punch list at Substantial Completion
  - ii. One (1) Site visit and punch list backcheck and final completion inspection.
- f. Further site visits, if requested, will be billed as additional services per the hourly rate listed herein.

#### 6. Electrical Engineering

- a. Includes a site visit to each school to verify and determine the proper points of connections from existing power sources.
- b. Assumes that the electric services at each school can handle the added pump loads.
- c. We will prepare an electrical plan for each school (one sheet per school) to specify power to the 3-phase well pumps and 1-phase irrigation controllers.
- d. All pump controls are assumed to be by others.
- e. Includes basic electrical specification sections to establish the materials and installation requirements.
- f. Includes CA phase services to review the final installation and a provide (1) punch list letter review (no back check punch list).
- g. Assumes these projects are not subject to DSA review.
- h. Assumes a quick CD phase with CA phase to follow (no DSA, Bid, or other phases).
- i. We assume we will begin our work as soon as the civil and landscape plans are complete and include the relevant electrical sizing information for us to use to plan the connections and routings.
- j. Excludes emergency power, site lighting, or other scopes of work or systems design not noted above (assumed not to be required).

### **B. SERVICES NOT INCLUDED IN THE BASE CONTRACT**

- 1. Meeting with agencies or the owner beyond those listed above for plan approvals will be billed as additional services.



**C. COMPENSATION**

1. Fees for work performed by the Landscape Architect as may be necessary to complete Items A-1(a) to 6(j) will be \$64,000.00 (sixty-four thousand dollars and no 100s), payable per the following schedule:

1. Information Gathering	\$ 7,500.00
2. Schematic Design	\$ 15,000.00
3. Construction Documents	\$ 20,000.00
4. Bidding Support	\$ 2,500.00
5. Construction Administration	\$ 12,500.00
6. Electrical Engineering	\$6,5000.00
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Total	\$64,000.00

2. Additional services will be billed at monthly intervals.
3. Reimbursable Expenses:
- a. Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Landscape Architect in the interest of the project for the expenses in the following subparagraphs:
- Expense of transportation in connection with the project.
  - Expense of reproductions, postage, delivery and handling of drawings, specifications and other documents.
  - Expense of renderings, model and special graphics beyond those listed in Services as requested by the Client.
  - Expense of soil tests, surveys or special consultants.
  - Reimbursable expenses will be at direct cost. Mileage is billed at published Internal Revenue rate.
4. Billing
- a. Billings are payable upon presentation and are past due (30) thirty days beyond the invoice date. Legal expenses necessary for the collection of delinquent fees will be paid to the prevailing party.
- b. Failure to honor any of the billing within this time will justify cessation of further services.

**D. ADDITIONAL SERVICES**

1. Additional services, if requested and authorized in writing by the Owner or Client beyond those listed under Items A-1(a) to 6(j) will be on an hourly basis charged at:

Principal	\$245.00 per hour
Senior Associate	\$190.00 per hour
Associate	\$170.00 per hour
Clerical/Word Processing time	\$100.00 per hour

2. If, after the preliminary landscape plan has been approved, the Client makes a decision which, for its proper execution, involves additional services and expenses for changes in the drawings, specifications, or other documents, or if the Landscape Architect be put to labor or expense by delays caused by the client or a contractor,



or by the delinquency or insolvency of either, or as a result of damage by fire or casualty, the Landscape Architect is to be paid by the Client for such additional services, expenses, or legal fees that may be incurred.

#### **E. TERMINATION**

1. If either party terminates the contract, the Landscape Architect will be paid for all work completed per the hourly fee schedule up to the point of termination. All expenses incurred up to the point of termination shall be reimbursed.
2. For purposes of this agreement, non-payment by the Client of invoices past 60 days is included as, and considered a material breach of contract.
3. If this contract is terminated by either party prior to its completion, Carducci & Associates Inc. shall be held harmless and indemnified by the client for all claims by any use of the work produced during the course of the contract to the date of termination.

#### **F. LIABILITY**

1. The Client agrees to limit Carducci & Associates, Inc. liability to those negligent acts and errors and omissions of Carducci & Associates, Inc. own causing. Suits which arise from other's work, such as water related damage, siding failure, leaks, or drainage, will be defended by the Client, covering reasonable attorney's fees and the Client agrees to provide Carducci & Associates, Inc. an attorney of his own choice.
2. Carducci & Associates, Inc. shall be held harmless with no recourse from the Client and shall be defended by the Client for claims against Carducci & Associates, Inc. if after the acceptance of bid documents, the Owner for any reason lessens the quality of a project by deletion of products, planting or procedures which may be construed to be detrimental to the planting, irrigation, drainage or landscape aesthetic value or any other resulting or claim arising from the changing of plans or specifications of Carducci & Associates, Inc.
3. The Client acknowledges that Carducci & Associates, Inc. reports, plans specifications and designs are instruments of professional service, and not products and as such instruments are retained by Carducci & Associates, Inc. Following final payment to Carducci & Associates, Inc., reuse of said documents without the express written permission of Carducci & Associates, Inc. is prohibited. Such authorization is essential, because it requires Carducci & Associates, Inc. to evaluate the document's applicability to changed circumstances, not the least of which is passage of time. Prior to final payments unauthorized use of instruments of service shall be considered infringement of ownership and copyright rights. If the Client proceeds with unauthorized use they agree to waive any claim against Carducci & Associates, Inc. and shall defend, indemnify, and hold harmless Carducci & Associates, Inc. from all claims or liability for injury or loss allegedly arising from unauthorized reuse of Carducci & Associates, Inc. instruments of service. The Client further agrees to compensate Carducci & Associates, Inc. for any time spent or expenses incurred by Carducci & Associates, Inc. in defense of any such claim, in accordance with Carducci & Associates, Inc. prevailing fee schedule and expense reimbursement policy.
4. Nothing contained in this Agreement shall create a contractual relationship between Carducci & Associates, Inc. and a third party. Carducci & Associates, Inc. services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Carducci & Associates, Inc. because of this Agreement or the performance or non-performance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.




5. Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Carducci & Associates, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Carducci & Associates, Inc. and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Carducci & Associates, Inc. and its subconsultants to all those named shall not exceed \$250,000.00 or Carducci & Associates' total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **G. SITE INFORMATION AND DRAWINGS**

1. The Client agrees to furnish the Landscape Architect with accurate site information, topography, building plans or other documentation concerning the site's plant materials, existing conditions or restrictions of land use necessary to perform his work. This also includes the location of underground utilities so far as it will relate to the design and layout of the irrigation system. These may be drawings or in written document form.
2. Additional expenses during construction due to site plan changes or changes in contract documents caused by the failure of the Client to provide adequate information will not be the responsibility of the Landscape Architect. Services as may be necessary to correct the contract documents will be billed as additional services.

#### **H. EXCLUSIONS**

1. This contract excludes design of all underground utilities except landscape irrigation, any off-site work, rough grading, balancing of on-site cut and fill and lighting circuit layout and electrical specifications.
  2. The Landscape Architect is not responsible for site conditions or hazardous materials uncovered during construction, which are detrimental to the project.
  3. The Landscape Architect is not responsible for surface and subsurface drainage except as outlined in the contract, failure of slopes, settlement or expansion of the soil, problems caused by inadequate soil conditions, compaction, or geologic subsurface conditions which become detrimental to the project.
  4. Structural engineering.
  5. Final grading and drainage.
  6. SWPPP and erosion control plan.
  7. Lighting design and electrical engineering.
  8. Redesign due to program changes.
  9. Design of signage.
  10. Design of arbors or trellises or custom site furnishings
  11. Design of water features.
  12. Waterproofing.
  13. Submittal of more than one package for each permit.
  14. Value engineering and revisions due to value engineering.
  15. Arborist report.
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16. Design of vehicular paving and curbs is limited to color, finish, texture and pattern. Final engineering design by civil engineer.
17. LEED documentation
18. Cost estimating.
19. As-built documentation of any existing irrigation system that maybe adjusted or modified as part of the renovation.

**I. COMPLETION**

The terms and conditions of this contract will remain valid until Dec 31, 2024. If this Agreement meets with your approval, signing and returning one executed copy of this Contract to our office, will be our authorization to proceed.



William E. Fee, Principal, RLA No. 2537  
ASLA | AICP  
415.902.3786  
[bill@carducciassociates.com](mailto:bill@carducciassociates.com)

The State of California regulates landscape architects. Any questions concerning a landscape architect may be referred to the Landscape Architects Technical Committee, 400 R Street, Suite 4000, Sacramento, CA 95814, 916-445-4954.

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title


\_\_\_\_\_  
Date



# EXHIBIT A - HERBERT SLATER MS

## IRRIGATION WELL PROJECT

### Legend

 Herbert Slater Middle School



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated April 1, 2024, for reference purposes only, and is made by and between Santa Rosa High School District/City of Santa Rosa Elementary School District, California public school districts (“District”) and *NorBay 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”).*[Pre-Demolition Hazardous Materials Inspection of remaining Ridgway building and structures. See attached proposal.]*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on *April 25, 2024*. Consultant shall diligently perform as required and complete performance by *December 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 (on file)
- Workers' Compensation Certificate
- 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 [*\$ 8,825.00*]. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties

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

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

### 13. Insurance.

#### 13.1 Insurance Requirement

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

### 13.2. Proof of Carriage of Insurance.

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

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

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

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall

District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

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

<b>If to the District:</b> Lisa August Associate Superintendent Business Services Santa Rosa City Schools 211 Ridgway Avenue Santa Rosa, CA 95401	<b>If to the Contractor:</b> <u>Norbay Consulting</u> <u>2400 Las Gallinas Ave, Suite 110</u> <u>San Rafael, CA 94903</u> <u>415-507-9786</u>
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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]**

<b>CONSULTANT: <u>NorBay Consulting</u></b>	<b>SANTA ROSA CITY SCHOOLS</b>
By: <u>Bob Gerhold</u>	By: _____
Name: <u>Bob Gerhold</u>	Name: _____
Title: <u>Director Environmental Services</u>	Title: _____
Date: <u>4/2/2024</u>	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: 4/2/2024

Name of Consultant: NorBay Consulting

Signature: Bob Gerhold

Print Name: Bob Gerhold

Title: Director Environmental Services

(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: <u>Bob Gerhold</u>
Name: <u>Bob Gerhold</u>
Title: <u>Director Environmental Services</u>
Date: <u>4/2/2024</u>

**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.**

<p><b><u>CONSULTANT</u></b></p> <p>By: <u>Bob Gerhold</u></p> <p>Name: <u>Bob Gerhold</u></p> <p>Title: <u>Director Environmental Services</u></p> <p>Date: <u>4/2/2024</u></p>	
---	--

**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.

<p><b><u>DISTRICT</u></b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	
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### 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 4/2/2024, California on 4/2/2024

Consultant Signature: Bob Gerhold

Date 4/2/2024

Please Print Name: Bob Gerhold

Mailing Address: 2400 Las Gallinas Avenue, Suite 110, San Rafael, CA 94903

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

Phone: 415-507-9786 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**

## *NorBay Consulting*

**LOGICAL**

**ENVIRONMENTAL**

**SOLUTIONS**

*(415) 507-9786 Phone  
(415) 507-9760 Fax*

*2400 Las Gallinas Avenue, Suite 110  
San Rafael, California 94903*

March 28, 2024

Santa Rosa City Schools  
Erik Oden  
211 Ridgway Ave.  
Santa Rosa, CA 95401

**SUBJECT: REQUEST FOR PROPOSAL  
PRE-DEMOLITION HAZARDOUS MATERIALS INSPECTION  
REMAINING RIDGWAY BUILDINGS AND STRUCTURES**

Dear Mr. Oden,

Enclosed you will find NorBay Consulting’s proposal for conducting pre-demolition hazardous materials inspections of the remaining Ridgway buildings and portables located at 211 Ridgway Avenue in Santa Rosa, California. Since the remaining buildings and structures are scheduled to be demolished this inspection would be required as per Bay Area Air Quality Management District (BAAQMD) and Cal-OSHA regulations.

It is unknown if all the buildings/structures will be available at the same time for inspection or what materials are present in the various buildings/structures. It is our understanding that three of the portables at the site are leased so they are not part of this inspection.

### **NORBAY CONSULTING PROPOSAL**

Our scope of work includes the following:

- Conduct sampling of suspected asbestos containing materials. Bulk samples to be analyzed by an accredited laboratory utilizing Polarized Light Microscopy (PLM).
- Additional analysis **may be** required if any of the suspected materials are found to contain < 1% asbestos.
- Conduct a lead in paint inspection utilizing a Protec Instrument Corp. RMD-LPA-1 direct reading instrument.
- Conduct a visual inspection for California Universal Waste.
- Prepare a final report including results versus industry standards, recommendations, laboratory reports/chain of custody forms, estimated quantities of asbestos containing materials, spread sheet of lead readings and the mandatory CDPH Form 8552.

### **NORBAY CONSULTING FEE SCHEDULE**

- |                             |                        |             |
|-----------------------------|------------------------|-------------|
| • On Site Inspection/travel | Flat Rate              | \$ 2,100.00 |
| • Sample Analysis (PLM)     | 175 PLM @ \$ 27.00 ea. | \$ 4,725.00 |

Request for Proposal  
Pre-Demolition Hazardous Materials Inspection  
Remaining Ridgway Buildings & Structures

• Sample Analysis (multi-layered)	15 PLM @ \$48.00 ea.	\$ 720.00
• Sample Analysis (Point Count)	12 PC @ \$ 90.00 ea.	\$ 1,080.00 **
• Report Generation	Flat Rate	<u>\$ 200.00</u>
• <b>TOTAL PROPOSAL</b>		<b>\$ 7,745.00</b>
• <b>TOTAL PROPOSAL <u>IF</u> POINT COUNT REQUIRED</b>		<b>\$ 8,825.00**</b>

This proposal is based on previous experience with similar type and sized inspections so the number of samples to be collected is strictly an estimate. Santa Rosa City Schools will only be invoiced for the actual number of samples analyzed by the laboratory. The proposal is also based on timely access to all areas of the various buildings.

NorBay Consulting appreciates the opportunity to provide you with this proposal. If you have any questions regarding this proposal or if you require additional information, please do not hesitate to contact me.

Sincerely,  
NORBAY CONSULTING

*Bob Gerhold*

Bob Gerhold  
Certified Asbestos Consultant #92-0157  
CDPH Lead Inspector/Assessor LRC-1004

**ACKNOWLEDGEMENT**

The terms and conditions set forth in the above proposal are acceptable and within the approval authority of the undersigned. This acknowledgement shall have the force and effect of Notice to Proceed to provide the proposed services in accordance with stated rates.

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

Print Name and Title: \_\_\_\_\_

Purchase Order or Other Work Identification: \_\_\_\_\_


**Certificate Of Completion**

Envelope Id: D6C4A9644E364F1F91B18FA297B9B14D	Status: Completed
Subject: NorBay Consulting Professional Services Agreement_DO Demo	
Source Envelope:	
Document Pages: 19	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: 98.97.143.132

**Record Tracking**

Status: Original	Holder: Jonette Johnson	Location: DocuSign
4/1/2024 5:01:37 PM	jonette.johnson@vpcsonline.com	

**Signer Events**

Signer Events	Signature	Timestamp
Bob Gerhold		Sent: 4/1/2024 5:02:36 PM
bob@norbayca.com		Viewed: 4/1/2024 9:13:02 PM
Director Environmental Services		Signed: 4/2/2024 8:40:17 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 73.202.86.152	

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/1/2024 9:13:02 PM  
 ID: 226a73ef-ad1a-4428-ad76-eadcad6e912d

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	4/1/2024 5:02:36 PM
Certified Delivered	Security Checked	4/1/2024 9:13:02 PM
Signing Complete	Security Checked	4/2/2024 8:40:17 AM
Completed	Security Checked	4/2/2024 8:40:17 AM

Payment Events	Status	Timestamps

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

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

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

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

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

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated April 24, 2024, for reference purposes only, and is made by and between the Santa Rosa High City Schools (“District”) and Incompli, Inc. (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on April 24, 2024. 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 Twenty Thousand Seven Hundred (\$20,700.00). This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties

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

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 Insurance Requirement

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

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

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

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

Sexual Abuse and Molestation coverage

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

### 13.2. Proof of Carriage of Insurance.

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

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

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

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

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to the District:**

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

**If to the Contractor:**

Andrew Plunkett  
Incompli, Inc.  
85 Argonaut Suite 210  
Aliso Viejo, Ca. 92656

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: Incompli, Inc.**

By:  \_\_\_\_\_  
DocuSigned by:  
Andrew Plunkett  
FDA640CD8B484FA...

Name: Andrew Plunkett

Title: General Manager

Date: 4/10/2024

**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

**Comprehensive QSP & QSD SWPPP Inspections  
Montgomery HS Classroom Building  
Santa Rosa City Schools**



**Incompli DIR # 1000018216  
April 1, 2024**

The following is the scope of work that Incompli intends to provide the client in order to maintain compliance with the current state construction general permit. Incompli prepares reports in accordance with the new general permit and local agency requirements. Incompli will consult and guide the client to achieve and maintain this compliance at all times.

**QSD/QSP Inspection Services:** Incompli will provide the necessary QSP personnel to maintain compliance with the general permit and fulfill all requirements necessary.

**Inclusions:**

- Initial training session of onsite staff covering SWPPP requirements, monitoring, and reporting for project.
- Daily NOAA Forecast archiving per the CGP requirements
- Will include 1 standard weekly site visit by qualified Incompli personnel
- Additional QSP inspections based on weather frequency (Pre, During, Post Rain Event)
- Rainfall Discharge Sampling, Analysis and Reporting
- Consultation throughout project
- Use of CloudCompli SWPPP Monitoring Application

**Exclusions:**

- Customer is responsible for the cost of Laboratory Analysis for project specific TMDL requirements
- Required QSD Inspections
- Pre-Construction QSD Inspection (Required within 30 days of the start of construction)
- Pre-Rainy Season QSD Inspection (Required between August 1 and October 31)
- During-Rainy Season QSD Inspection (Required between January 1 and March 31)
- Post Construction QSD Inspection (Required when construction is complete)
- NAL Exceedance QSD Inspection and Action Report

The number of visits below are estimated based on a 78 week project. Future weather conditions are unpredictable. Should construction exceed 78 weeks or in the event of additional unpredicted rain events a change order may be required to continue services.

(Based on Dates Provided) Weekly QSP Inspections (78) @ \$200.....	\$14,600
(Estimated) Pre, During, Post Storm Inspections (14) @ \$200.....	\$2,800
(Estimated) Rainfall Discharge Sampling/ Analysis/ Reporting (7) @ \$300.....	\$2,100
Annual Report (2) @ \$400 .....	\$800
Notice of Termination.....	\$400
<b>Estimated Contract Value .....</b>	<b>\$20,700</b>

**Incompli, Inc.  
85 Argonaut Suite 210 Aliso Viejo, Ca. 92656  
Andrew Plunkett  
aplunkett@incompli.com  
(714) 457-1103**

By signing this proposal you give Incompli, Inc. the authorization to proceed. Santa Rosa City Schools agrees to pay Incompli, Inc. the total proposed cost amount in exchange for said services according to the payment terms set forth in this proposal. In signing this agreement, Santa Rosa City Schools fully understands and acknowledges all contract exclusions and client requirements. By authorizing this contract you agree to ongoing services billed on a monthly basis which can be terminated with a 30 day written notice by either party.

\_\_\_\_\_  
Incompli, Inc.

\_\_\_\_\_  
Santa Rosa City Schools

# **SANTA ROSA ELEMENTARY & HIGH SCHOOL DISTRICTS**

## **DO Move Phase 2: Suite 150**

### **3. CONTRACT FOR LABOR AND MATERIALS**

## CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of **April 11th, 2024**, by and between the SANTA ROSA ELEMENTARY & HIGH SCHOOL DISTRICTS, a California public school district (“District”), and **Golden State Electric** (“Contractor”).

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

1. **This Contract is made pursuant to:**

Public Contract Code section 22032(a): California Uniform Construction Cost Accounting Act Contracts less than sixty thousand dollars (\$60,000)

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **DO Move Phase 2: Suite 150**. The location of the Project is **110 Stony Point Road, Suite 150** (the “Site”).

The Contractor shall complete all Work covered by the Contract Documents, including, without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 3 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

3. **Contract Documents**

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the Request for Quotation, the completed Quote Proposal Form, the Project Forms, the required Bonds and the Insurance forms, the General Conditions, and the Drawings and Specifications.

4. **District Representative**

The District Representative is the **Associate Superintendent** or his/her designee.

5. **Compensation to Contractor**

- a. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of **two thousand nine hundred and seventy five Dollars (\$2975.00)**. The Contract Price is based upon the Contractor's Base Quote Proposal for the Work .
- b. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to the Contract General Conditions, **five percent (5%)** of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- c. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of **15%** of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

## 6. **Prevailing Wages**

This Project is a public works project subject to prevailing wage requirements, and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR") in accordance with Labor Code section 1770, *et seq.*

## 7. **Contract Time**

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **(14)** days after the commencement date of the Work set forth in the Notice to Proceed. Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

## 8. **Limitation on Damages**

In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the

Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; and/or (iii) loss of productivity.

## **9. Liquidated Damages**

The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.

- a. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of **one hundred** Dollars (**\$100.00**).
- b. **Surety Liability.** Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

10. **Insurance**

The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

- a. **Insurance Requirements for Contractor.** The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

<b>Policy of Insurance</b>	<b>Minimum Coverage Amount</b>
Commercial General Liability Insurance	Per Occurrence: Aggregate:
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage <b>[is not]</b> required.

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

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

11. **Notices**

Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

**If to the District:**

**Lisa August**  
**Associate Superintendent**  
 Santa Rosa Elementary School District  
 211 Ridgway Avenue  
 Santa Rosa, CA 95401

**If to the Contractor:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**12.1 Work Hours/Days.** Work at the Site is limited to **Mondays through Fridays**, excluding District holidays. No Work at the Site is permitted except during such days and hours. Hours of Work at the Site shall be subject to limitations established by any applicable local jurisdiction, as the same may be amended from time-to-time. Subject to amendments promulgated by the applicable local jurisdiction, permitted hours of Work at the Site are: between **7 am - 5 pm**.

**12.2 Limitations on Work Hours/Days.** Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: **None**. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

**13. Audit**

The District and Contractor are subject to the examination and audit of the California State Auditor for a period of three (3) years after the final payment under this Contract, in compliance with Government Code section 8546.7.

**14. Compliance with Law**

Contractor shall comply with all applicable federal, state, local rules, regulations, and laws, and any and all District policies and procedures, including but not limited to those rules, regulations, laws, policies and procedures related to COVID-19, or any other pandemic or epidemic, in its performance of its obligations under this Contract.

**15. Authority to Execute**

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

*[Remainder of page intentionally left blank.]*

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

SANTA ROSA ELEMENTARY SCHOOL DISTRICT  
SANTA ROSA HIGH SCHOOL DISTRICT

**Golden State Electric**

_____	Golden State Electric, Inc.
Name	Contractor Name
_____	583566 12/31/2025
Signature	Contractor License No. and Expiration Date
_____	<i>James Carvalho</i>
Title	Individual Signature
_____	CEO/Director
Date	Title
	3/21/2024
	Date

For:  
\_\_\_\_\_  
Corporation or Partnership  
If Corporation, Seal Below.

# **SANTA ROSA ELEMENTARY & HIGH SCHOOL DISTRICTS**

**DO Move Phase 2: Suite 150**

## **5. GENERAL CONDITIONS**

## GENERAL CONDITIONS

- 1. Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
- 2. Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
- 3. Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
- 4. Changes.**

  - 4.1 Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in the Contract. Changes approved by the District shall be reduced to Change Order in the form established by the District.

- 4.2 Change Orders.** If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including, without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education ("Board") approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.
- 4.3 Contractor Notice of Changes.** If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's

waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article.

**4.4 Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. For Projects with a contract duration of one hundred eighty (180) days or less, all requests for substitutions of any specified item shall be submitted not more than fourteen days after the date of the award of the Contract to Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code section 3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code section 3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

**5. Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and all Board policies and procedures pertaining to safety at the Site, including but not limited to such laws, ordinances, rules, regulations, and policies and procedures relating to COVID-19 or any other pandemic or epidemic. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors. **All contractors, including all subcontractors, laborers and any individual performing work on any District project, are required to wear hard hats and safety vests at all times while on any District site or campus without exception.**

**6. Labor.**

- 6.1 Prevailing Wage Rates.** The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.
- 6.2 Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.
- 6.3 DIR Registration.**
- 6.3.1 Contractor and Subcontractor Compliance.** Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- 6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- 6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Designated Subcontractors List submitted with the Contractor's proposal for the Work whose DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code section 1771.1(c)(3) and/or Labor Code section 1771.1(d).
- 6.3.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g).** "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration

requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.”

**6.3.5 Subcontractor Penalties pursuant to Labor Code § 1771.1 (h)(1).** “In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).”

#### **6.4 Certified Payroll Records.**

**6.4.1 Compliance With Labor Code §§ 1771.4 and 1776.** A material obligation of the Contractor under the Contract Documents is: (i) the Contractor’s strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records (“CPR”); and (ii) the Contractor’s enforcement of CPR preparation and submittal for all Subcontractors of every tier.

**6.4.2 Express Condition Precedent to Payment of Contract Price.** Strict compliance with CPR requirements established pursuant to Labor Code section 1776 is an express condition precedent to the District’s obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code sections 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District’s obligations under the Contract Documents unless the Contractor’s demonstrates strict compliance with CPR preparation and submittal requirements.

**6.5 Limits on Hours/Days of Work.** The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law, in accordance with Labor Code section 1813.

**6.6 Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

- 6.7 Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.
- 7. Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 8. Project Certification.** If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.
- 9. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.

- 10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.
- 11. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Education and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including, without limitation, attorneys fees and costs, which arise out of or are related in any manner to this Contract or the Work. The Contractor's obligations hereunder include, without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.
- 12. Delays and Time Extensions.**
- 12.1 Excusable Delays.** If completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by District. Excusable Delays shall not result in any increase in the Contract Price. "Excusable Delays" refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii)

that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.

- 12.2** The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- 12.3** A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- 12.4** No damages or compensation of any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- 12.5** The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of District of the right to collect liquidated damages for other delays or of any other rights to which District is entitled.
- 13. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the

District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Work.

**14. Warranty.** The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

**15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

**16. Miscellaneous.**

**16.1 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

## 16.2 Disputes.

16.2.1 **Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

16.2.2 **Public Contract Code § 9204 Claims Resolution Procedures.** Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code section 9204 ("Section 9204") provided, however, that the Contractor's initiation of Section 9204 procedures is expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

16.2.2.1 **Claim Defined.** The term "Claim" shall be as defined in Section 9204.

16.2.2.2 **Claim Documentation.** The Contractor shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

16.2.2.3 **District Claim Review Statement.** Within forty-five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim ("Claim Review Statement"). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty-five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor's responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim ("Undisputed Claim") and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60)

days after the issuance date of the Claim Review Statement.

**16.2.3 Meet and Confer.**

**16.2.3.1 Meet and Confer Demand.** If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The Contractor’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor’s Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

**16.2.3.2 Meet and Confer Statement.** Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim (“Meet and Confer Statement”). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

**16.2.4 Non-Binding Mediation.**

**16.2.4.1 Contractor Initiation.** The Contractor may request nonbinding mediation (“Mediation”) of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor’s Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to demand Mediation procedures under Section 9204.

**16.2.4.2 Mediator Selection.** The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor’s demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed

portion of the Claim.

- 16.2.4.3 **Mediation Procedures.** Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.
- 16.2.4.4 **Mediation Costs.** All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.
- 16.2.4.5 **Post-Mediation Disputed Claims.** Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.
- 16.2.4.6 **Waiver.** The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.
- 16.2.5 **Payments of Undisputed Claims.** If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.
- 16.2.6 **Subcontractor Claims.**
  - 16.2.6.1 **Subcontractor Claim Submittal.** If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.
  - 16.2.6.2 **Contractor Certification of Subcontractor Claim.** The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor

Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code § 12650 *et seq.*). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

16.2.6.3 **District Review of Subcontractor Claim.** Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.2.6.4 **Disputed Subcontractor Claims.** Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

16.2.7 **Contractor Compliance with Government Code.** Pursuant to Government Code Section 930.6, any and all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District for money or damages, including, without limitation, a demand for arbitration, shall be deemed a “suit for money or damages” and shall be subject to the provisions of Government Code Sections 945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in this Article herein, all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District seeking money or damages in any sum shall first be presented to the District’s Board of Education and acted upon or deemed rejected as a condition precedent to suit including, without limitation, demand for arbitration, in accordance with California Government Code section 900 *et seq.*

**16.3 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Contract, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District’s breach or default of its obligations under the Contract Documents.

- 16.4 Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 16.5 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.
- 16.6 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 16.7 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 16.8 Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 16.9 Days.** Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.
- 16.10 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 16.11 Entire Agreement.** This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

[END OF GENERAL CONDITIONS]

# **SANTA ROSA ELEMENTARY & HIGH SCHOOL DISTRICTS**

**DO Move Phase 2: Suite 150**

**6. PROJECT FORMS**

## GUARANTEE

**Project:** **DO Move Phase 2: Suite 150**

The Contractor hereby warrants and guarantees to the Santa Rosa Elementary & High School Districts (“District”) that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the “Work”) have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including, without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including, without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

*[Remainder of page intentionally left blank]*

**Contractor**

Golden State Electric, Inc.

\_\_\_\_\_  
(Contractor Name)

*James Carvelho*

\_\_\_\_\_  
(Signature of Contractor's Authorized Employee, Officer  
or Representative)

James Carvelho

CEO/Director

\_\_\_\_\_  
(Printed Name and Title)

3/21/2024

\_\_\_\_\_  
(Date)



**CONTRACTOR’S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE, DRUG, AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Santa Rosa Elementary & High School District’s (“District”) Drug and Alcohol-Free Workplace, Drug and Alcohol-Free Schools, Tobacco-Free Schools, Alcohol and Other Drugs, and Tobacco Board Policies, which prohibit the use of alcoholic beverages, illicit drugs, and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating, “ALCOHOLIC BEVERAGE, DRUG, AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: 3/21/2024

Golden State Electric, Inc.  
CONTRACTOR

By: *James Carvalho*  
Signature

**GOLDEN STATE ELECTRIC, INC.**

Electrical Contractor

CA Lic. #583566

DIR#1000007979

947 Piner Pl. \* Santa Rosa, CA 95403 \* Tel. (707) 575-4111 FAX (707) 575-4112

\*\*\*\*\*

*B I D M E M O R A N D U M*

DATE 3/20/2024  
 SEND TO: Felicia Silveira; Van Pelt Construction Services  
 TELEPHONE: 408-498-7528  
 EMAIL: felicia.silveira@vpcsonline.com

RE: Santa Rosa City Schools District Office Suite 150 Power Pole

Description

Install (1) 10-foot Wiremold Split power pole. Power pole to be installed at East end of cubicle. This is the location for cubicle power connections. Wiremold power has two compartments one for power and one for low voltage. Data and telephone cabling and installation and all final connections by others. Install (1) 12/2 MC cable from existing junction box above T-bar ceiling to power pole location. MC cable will provide (1) 20amp 120volt circuit to cubicles. Unknown circuit quantities and availability above T-bar. Install (1) cubicle power supply conduit into power pole. Splice conductors and test power to factory installed cubicle receptacles.

<b>Total Bid</b>	<b>\$ 2,975.00</b>
------------------	--------------------

## **GOLDEN STATE ELECTRIC, INC.**

Electrical Contractor

CA Lic. #583566

DIR#1000007979

947 Piner Pl. \* Santa Rosa, CA 95403 \* Tel. (707) 575-4111 FAX (707) 575-4112

### **Exclusions Any and All as Listed: Price Quote is Good for 30-Days.**

- Permits/fees & bonds;
- Cutting/patching/painting
- Any and all PG&E conduits, splice boxes & transformers
- Conduit, trenching & backfill
- Waterproofing & caulking
- Boring and saw cutting
- Any and all Safety wires
- Third party title 24 commissioning
- Temporary power and lighting
- Hazardous material removal
- PA system wiring
- Up-grades of existing electrical systems
- Tel/Data wiring
- Roof Patching
- Third party testing
- Emergency power system
- HVAC control wiring & conduit.
- Site lighting
- Video camera wiring
- Fire Alarm wiring
- Energy management control wiring & conduit

All price quotes are based on standard time and work hours.  
Please contact me if you have any questions or require additional information.

Respectfully submitted,

James Carvelho

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

**Certificate Of Completion**

Envelope Id: 0099B404886F4FC8BFA7F9AF16AB47B7	Status: Completed
Subject: GSE.	
Source Envelope: 153512670A31440F9BA61D9E0E700D08	
Document Pages: 30	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Felicia Silveira
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	felicia.silveira@vpcsonline.com
	IP Address: 73.241.214.159

**Record Tracking**

Status: Original	Holder: Felicia Silveira	Location: DocuSign
4/4/2024 1:48:23 PM	felicia.silveira@vpcsonline.com	

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jonette Johnson jonette.johnson@vpcsonline.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 4/4/2024 1:53:18 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/4/2024 1:53:18 PM
Certified Delivered	Security Checked	4/4/2024 1:53:18 PM
Signing Complete	Security Checked	4/4/2024 1:53:18 PM
Completed	Security Checked	4/4/2024 1:53:18 PM

Payment Events	Status	Timestamps
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**California Uniform Public Construction Cost Accounting Act**

**Public Contract Code §§ 22000 *et seq.***

**(Project Value Less than \$60,000)**

**DO Move- Phase 3: Suite 105**

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- 3. Contract for Labor and Materials
  - 5. General Conditions
  - 6. Project Forms
-

**SANTA ROSA HIGH SCHOOL DISTRICT/SANTA  
ROSA ELEMENTARY SCHOOL DISTRICT**

**DO Move- Phase 3: Suite 105**

**3. CONTRACT FOR LABOR AND MATERIALS**

## CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of April 10, 2024, by and between the SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY DISTRICT, a California public school district (“District”), and South Bay Communications. (“Contractor”).

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

1. **This Contract is made pursuant to:**

- Public Contract Code section 22032(a): California Uniform Construction Cost Accounting Act Contracts less than sixty thousand dollars (\$60,000)

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **DO Move- Phase 3: Suite 105, (“Project”)**. The location of the Project is 110 Stony Point Road, Suite 105, Santa Rosa, CA (the “Site”).

The Contractor shall complete all Work covered by the Contract Documents, including, without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 3 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

3. **Contract Documents**

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the Request for Quotation, the completed Quote Proposal Form, the Project Forms, the required Bonds and the Insurance forms, the General Conditions, and the Drawings and Specifications.

4. **District Representative**

The District Representative is the Associate Superintendent or his/her designee.

5. **Compensation to Contractor**

- a. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of Fifty-Two Thousand, Seven Hundred Twenty-Four Dollars and Fifty-Three Cents. (\$52,724.53). The Contract Price is based upon the Contractor's Base Quote Proposal for the Work.
- b. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to the Contract General Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- c. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 15% of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

## 6. **Prevailing Wages**

This Project is a public works project subject to prevailing wage requirements, and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR") in accordance with Labor Code section 1770, *et seq.*

## 7. **Contract Time**

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work (30) days after the commencement date of the Work set forth in the Notice to Proceed. Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

## 8. **Limitation on Damages**

In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the

Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; and/or (iii) loss of productivity.

**9. Liquidated Damages**

The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.

- a. **Delayed Punchlist Completion**. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of **One Hundred Dollars (\$ 100.00)**.
- b. **Surety Liability**. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

10. **Insurance**

The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

- a. **Insurance Requirements for Contractor.** The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

<b>Policy of Insurance</b>	<b>Minimum Coverage Amount</b>
Commercial General Liability Insurance	Per Occurrence: Aggregate:
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage [is not] required.

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

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

11. **Notices**

Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

**If to the District:**  
 Lisa August  
 Associate Superintendent  
 Santa Rosa High School District  
 211 Ridgway Avenue  
 Santa Rosa, CA 95401

**If to the Contractor:**  
South Bay Communications  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**12.1 Work Hours/Days.** Work at the Site is limited to Mondays through Fridays, excluding District holidays. No Work at the Site is permitted except during such days and hours. Hours of Work at the Site shall be subject to limitations established by any applicable local jurisdiction, as the same may be amended from time-to-time. Subject to amendments promulgated by the applicable local jurisdiction, permitted hours of Work at the Site are: between [7 am - 5 pm].

**12.2 Limitations on Work Hours/Days.** Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: [NONE]. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

**13. Audit**

The District and Contractor are subject to the examination and audit of the California State Auditor for a period of three (3) years after the final payment under this Contract, in compliance with Government Code section 8546.7.

**14. Compliance with Law**

Contractor shall comply with all applicable federal, state, local rules, regulations, and laws, and any and all District policies and procedures, including but not limited to those rules, regulations, laws, policies and procedures related to COVID-19, or any other pandemic or epidemic, in its performance of its obligations under this Contract.

**15. Authority to Execute**

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

*[Remainder of page intentionally left blank.]*

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

SANTA ROSA HIGH SCHOOL DISTRICT

South Bay Communications

\_\_\_\_\_  
Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor License No.  
and Expiration Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For:  
\_\_\_\_\_  
Corporation or Partnership

If Corporation, Seal Below.

# **SANTA ROSA HIGH SCHOOL DISTRICT**

## **DO Move- Phase 3: Suite 105**

### **5. GENERAL CONDITIONS**

## GENERAL CONDITIONS

- 1. Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
- 2. Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
- 3. Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
- 4. Changes.**

  - 4.1 Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in the Contract. Changes approved by the District shall be reduced to Change Order in the form established by the District.

- 4.2 Change Orders.** If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including, without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education ("Board") approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.
- 4.3 Contractor Notice of Changes.** If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's

waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article.

**4.4 Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. For Projects with a contract duration of one hundred eighty (180) days or less, all requests for substitutions of any specified item shall be submitted not more than fourteen days after the date of the award of the Contract to Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code section 3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code section 3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

**5. Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and all Board policies and procedures pertaining to safety at the Site, including but not limited to such laws, ordinances, rules, regulations, and policies and procedures relating to COVID-19 or any other pandemic or epidemic. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors. **All contractors, including all subcontractors, laborers and any individual performing work on any District project, are required to wear hard hats and safety vests at all times while on any District site or campus without exception.**

**6. Labor.**

- 6.1 Prevailing Wage Rates.** The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.
- 6.2 Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.
- 6.3 DIR Registration.**
- 6.3.1 Contractor and Subcontractor Compliance.** Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- 6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- 6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Designated Subcontractors List submitted with the Contractor's proposal for the Work whose DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code section 1771.1(c)(3) and/or Labor Code section 1771.1(d).
- 6.3.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g).** "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration

requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.”

**6.3.5 Subcontractor Penalties pursuant to Labor Code § 1771.1 (h)(1).** “In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).”

#### **6.4 Certified Payroll Records.**

**6.4.1 Compliance With Labor Code §§ 1771.4 and 1776.** A material obligation of the Contractor under the Contract Documents is: (i) the Contractor’s strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records (“CPR”); and (ii) the Contractor’s enforcement of CPR preparation and submittal for all Subcontractors of every tier.

**6.4.2 Express Condition Precedent to Payment of Contract Price.** Strict compliance with CPR requirements established pursuant to Labor Code section 1776 is an express condition precedent to the District’s obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code sections 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District’s obligations under the Contract Documents unless the Contractor’s demonstrates strict compliance with CPR preparation and submittal requirements.

**6.5 Limits on Hours/Days of Work.** The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law, in accordance with Labor Code section 1813.

**6.6 Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

- 6.7 Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.
- 7. Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 8. Project Certification.** If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.
- 9. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.

- 10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.
- 11. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Education and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including, without limitation, attorneys fees and costs, which arise out of or are related in any manner to this Contract or the Work. The Contractor's obligations hereunder include, without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.
- 12. Delays and Time Extensions.**
- 12.1 Excusable Delays.** If completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by District. Excusable Delays shall not result in any increase in the Contract Price. "Excusable Delays" refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii)

that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.

- 12.2** The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- 12.3** A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- 12.4** No damages or compensation of any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- 12.5** The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of District of the right to collect liquidated damages for other delays or of any other rights to which District is entitled.
- 13. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the

District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Work.

- 14. Warranty.** The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.
- 15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.
- 16. Miscellaneous.**

  - 16.1 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

## 16.2 Disputes.

16.2.1 **Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

16.2.2 **Public Contract Code § 9204 Claims Resolution Procedures.** Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code section 9204 ("Section 9204") provided, however, that the Contractor's initiation of Section 9204 procedures is expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

16.2.2.1 **Claim Defined.** The term "Claim" shall be as defined in Section 9204.

16.2.2.2 **Claim Documentation.** The Contractor shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragments supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

16.2.2.3 **District Claim Review Statement.** Within forty-five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim ("Claim Review Statement"). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty-five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor's responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim ("Undisputed Claim") and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60)

days after the issuance date of the Claim Review Statement.

**16.2.3 Meet and Confer.**

**16.2.3.1 Meet and Confer Demand.** If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The Contractor’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor’s Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

**16.2.3.2 Meet and Confer Statement.** Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim (“Meet and Confer Statement”). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

**16.2.4 Non-Binding Mediation.**

**16.2.4.1 Contractor Initiation.** The Contractor may request nonbinding mediation (“Mediation”) of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor’s Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to demand Mediation procedures under Section 9204.

**16.2.4.2 Mediator Selection.** The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor’s demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed

portion of the Claim.

- 16.2.4.3 **Mediation Procedures.** Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.
- 16.2.4.4 **Mediation Costs.** All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.
- 16.2.4.5 **Post-Mediation Disputed Claims.** Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.
- 16.2.4.6 **Waiver.** The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.
- 16.2.5 **Payments of Undisputed Claims.** If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.
- 16.2.6 **Subcontractor Claims.**
  - 16.2.6.1 **Subcontractor Claim Submittal.** If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.
  - 16.2.6.2 **Contractor Certification of Subcontractor Claim.** The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor

Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code § 12650 *et seq.*). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

16.2.6.3 **District Review of Subcontractor Claim.** Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.2.6.4 **Disputed Subcontractor Claims.** Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

16.2.7 **Contractor Compliance with Government Code.** Pursuant to Government Code Section 930.6, any and all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District for money or damages, including, without limitation, a demand for arbitration, shall be deemed a “suit for money or damages” and shall be subject to the provisions of Government Code Sections 945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in this Article herein, all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District seeking money or damages in any sum shall first be presented to the District’s Board of Education and acted upon or deemed rejected as a condition precedent to suit including, without limitation, demand for arbitration, in accordance with California Government Code section 900 *et seq.*

**16.3 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Contract, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District’s breach or default of its obligations under the Contract Documents.

- 16.4 Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 16.5 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.
- 16.6 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 16.7 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 16.8 Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 16.9 Days.** Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.
- 16.10 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 16.11 Entire Agreement.** This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

**[END OF GENERAL CONDITIONS]**

# **SANTA ROSA HIGH SCHOOL DISTRICT**

## **DO Move- Phase 3: Suite 105**

### **6. PROJECT FORMS**

## GUARANTEE

**Project: DO Move- Phase 3: Suite 105**

The Contractor hereby warrants and guarantees to the City of Santa Rosa Elementary District/Santa Rosa High School District (“District”) that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the “Work”) have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including, without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including, without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

*[Remainder of page intentionally left blank]*

**Contractor**

---

(Contractor Name)

---

(Signature of Contractor's Authorized Employee, Officer  
or Representative)

---

(Printed Name and Title)

---

(Date)

**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**CONTRACTOR EXEMPTION**

Pursuant to Education Code Sections 45125.1 and 45125.2, the City of Santa Rosa Elementary District/Santa Rosa High School District (“District”) has determined that South Bay Communications (“Contractor”) is exempt from the criminal background check certification requirements for the Contract dated April 10, 2024 by and between the District and Contractor ("Contract") because:

- The Contractor’s employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_.

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

**CONTRACTOR’S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE, DRUG, AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Santa Rosa High School District’s (“District”) Drug and Alcohol-Free Workplace, Drug and Alcohol-Free Schools, Tobacco-Free Schools, Alcohol and Other Drugs, and Tobacco Board Policies, which prohibit the use of alcoholic beverages, illicit drugs, and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating, “ALCOHOLIC BEVERAGE, DRUG, AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____	_____ CONTRACTOR
	By: _____ Signature

648-102/6759775.1



**SOUTH BAY  
COMMUNICATIONS**

**Santa Rosa City School - 7 Doors Suite 105, 1  
10**

**Prepared For**

**Santa Rosa City School**

**Adrian Bica**

**Document Number**

**024Q273**



<b>QUOTE #</b>	<b>024Q273</b>
<b>DATE</b>	<b>3/20/2024</b>

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

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

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

**E: Jeff@southbaycommunications.com**

<b>PO Number</b>	<b>Payment Terms</b>	<b>Valid Through</b>
	<b>Net 30</b>	<b>Apr 20, 2024</b>

**Scope of Work**  
 Here is the quote you requested.

**Brivo System:**

The work to be done is in Suite 105 and 110 on the 1st floor.  
 Provide and install access control field devices to (7) locations using Brivo access control and head-end panels. Install new Field Devices at the following locations:

**Door 1 - Break Area**

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

**Door 2 - By Elevator Door**

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

**Door 3 - By conference Room**

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

**Door 4 - Exterior Break Room Door**

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

**Door 5 - File Area Door**

(1) HID Card Reader, Rex, & Contact

*Electrified Cylindrical Door Hardware kit to be installed. At the Storage Room we will install:*

*Door 6 - Unknown Name Door*

*(1) HID Card Reader, Rex, & Contact*

*Electrified Cylindrical Door Hardware kit to be installed.*

*Door 7 - Unknown Name Door*

*(1) HID Card Reader, Rex, & Contact*

*Electrified Cylindrical Door Hardware kit to be installed.*

*Brivo Onair Door Boards for Controls and Communications*

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

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

Access Control 7-Doors	\$28,509.01	Qty
Two Reader Expansion Board with OSDP. [Can be used to replace ACS6000 series DBs when used with the B-ACS6100-ADPL adapter plate.]		4
HID GLOBAL CORPORATION   MultiClass Reader, RP40, Wall Switch, HID/AWID/EM4102 Prox, SIO/SEOS + Legacy, Std Ver. 1 Keypad, Wiegand, Pigtail Cable: 18" (0.45m), Idle LED: Red, Response: Green LED, 1 Beep, Black		6
HID GLOBAL CORPORATION   MultiClass Reader, RP15, Mullion, HID/AWID/EM4102 Prox, SIO/SEOS + Legacy, Std Ver. 1 Keypad, Wiegand, Pigtail Cable: 18" (0.45m), Idle LED: Red, Response: Green LED, 1 Beep, Black		1
ALTRONIX Access Power Controller w/ Power Supply/Charger, 8 PTC Class 2 Relay Outputs, 12/24VDC @ 6A, FAI, 115VAC, BC400 Enclosure		1
Recessed Door Contact - Brown		8
Bosch Security Request To Exit Detector - Black		6
Bosch Security Request To Exit Detector - White		1
Access Control Gutter		1
Altronix Line Cord, 3 Wire, 6ft.		1
TRI-ED 12V 7AH SEALED LEAD BATTERY UB1270		2
Access Control Multi Conductor Combo Cable		3
Brivo Tier 3 Reader Monthly Data Plan (For each reader from 13+ on the account) Applies to ACS6000, ACS300, ACS100 and Mercury		7
Command Access Energy Transfer Hindge - 2 wire- 4 x4, 625		6
Command Access Grade 1 Electrified Cylindrical Lock - Fail Secure, Bent Lever, 24V, 625		6

Fire Retardant Plywood Backboard, 3/4" x 2' x 4'	1
Keedex - 1/4" x 18" Armored Door Loop - Aluminim	1
Power Strip with USB, TROND Surge Protector Flat Plug with 5 Widely-Spaced Outlets, ETL Listed, 1300J, Wall Mountable 5ft Extension Cord	1
SDC Field Retraccation Kit	1
Standard Installation	1
Setup / Programming	1
Project Management	1
Misc Parts, Connectors, Ties, Straps, Etc.	1
<b>Warranty</b>	<b>\$22,029.01 Qty</b>
<i>1st Year Warranty - Included</i>	
2nd Year Warranty (Optional - SELECTED)	1
3rd Year Warranty (Optional - SELECTED)	1
<b>Performance Bond Fee</b>	<b>\$1,000.00 Qty</b>
Performance Bond Fee	1

Subtotal	\$51,538.02
Sales Tax	\$1,086.51
Shipping	\$100.00
<b>Grand Total</b>	<b>\$52,724.53</b>
<b>Deposit Required</b>	<b>\$21,089.81</b>

**Payment Options**

Select your preferred payment option / purchase terms\*:

- Credit Card Purchase (purchase amount \$54,740.59) [includes +\$2,016.06 payment type Surcharge]
- Invoice / Terms Purchase (purchase amount \$52,724.53)
- eCheck/ACH Purchase (purchase amount \$52,727.81) [includes +\$3.28 payment type Fee]

**Notes:**  
Please contact me if I can be of further assistance.

To accept this quotation, sign here and return:

---

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



**Certificate Of Completion**

Envelope Id: B096455001D9449D838719B50A3D4E42	Status: Sent
Subject: DocuSign: SRCS_SP Suite 105_South Bay Communications quote 024Q273.pdf, Cupccaa contract	
Source Envelope:	
Document Pages: 34	Signatures: 0
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
4/10/2024 3:55:33 PM	jonette.johnson@vpcsonline.com	

**Signer Events**

Signature	Timestamp
Erik Oden eoden@srcs.k12.ca.us Executive Director, Facilities, Maintenance, and Operations Security Level: Email, Account Authentication (None)	Sent: 4/10/2024 4:07:24 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/10/2024 1:51:33 PM ID: d7a2e5c6-1e6b-48d5-aae5-12acbd5542db	

Jeff Baker  
jeff@southbaycommunications.com  
Security Level: Email, Account Authentication (None)

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

**In Person Signer Events**

Signature	Timestamp
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**Editor Delivery Events**

Status	Timestamp
--------	-----------

**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 4/10/2024 4:07:24 PM

**Payment Events**

Status	Timestamps
--------	------------

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

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

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

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

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

**California Uniform Public Construction Cost Accounting Act**

**Public Contract Code §§ 22000 *et seq.***

**(Project Value Less than \$60,000)**

**211 Ridgway Waterproofing**

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- 3. Contract for Labor and Materials
  - 5. General Conditions
  - 6. Project Forms
-

**SANTA ROSA HIGH SCHOOL DISTRICT/SANTA  
ROSA ELEMENTARY SCHOOL DISTRICT**

**211 Ridgway Waterproofing**

**3. CONTRACT FOR LABOR AND MATERIALS**

## **CONTRACT FOR LABOR AND MATERIALS**

This Contract for Labor and Materials (“Contract”) is entered into as of April 10, 2024, by and between the SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY DISTRICT, a California public school district (“District”), and FRC, Inc. (“Contractor”).

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

1. **This Contract is made pursuant to:**

- Public Contract Code section 22032(a): California Uniform Construction Cost Accounting Act Contracts less than sixty thousand dollars (\$60,000)

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **211 Ridgway Waterproofing**, (“Project”). The location of the Project is 211 Ridgway Ave., Santa Rosa, CA (the “Site”).

The Contractor shall complete all Work covered by the Contract Documents, including, without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 3 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

3. **Contract Documents**

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the Request for Quotation, the completed Quote Proposal Form, the Project Forms, the required Bonds and the Insurance forms, the General Conditions, and the Drawings and Specifications.

4. **District Representative**

The District Representative is the Associate Superintendent or his/her designee.

5. **Compensation to Contractor**

- a. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of Ten Thousand Twelve Dollars and Eighty-Seven cents. (\$ 10,012.87). The Contract Price is based upon the Contractor's Base Quote Proposal for the Work.
  
- b. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to the Contract General Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
  
- c. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 15% of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

6. **Prevailing Wages**

This Project is a public works project subject to prevailing wage requirements, and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR") in accordance with Labor Code section 1770, *et seq.*

7. **Contract Time**

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work (30) days after the commencement date of the Work set forth in the Notice to Proceed. Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

8. **Limitation on Damages**

In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of

any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; and/or (iii) loss of productivity.

**9. Liquidated Damages**

The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.

- a. **Delayed Punchlist Completion**. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of One Hundred Dollars (\$ 100.00).
- b. **Surety Liability**. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

10. **Insurance**

The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

- a. **Insurance Requirements for Contractor.** The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

<b>Policy of Insurance</b>	<b>Minimum Coverage Amount</b>
Commercial General Liability Insurance	Per Occurrence: Aggregate:
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage [is not] required.

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

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

11. **Notices**

Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

**If to the District:**

Lisa August  
Associate Superintendent  
Santa Rosa High School District  
211 Ridgway Avenue  
Santa Rosa, CA 95401

**If to the Contractor:**

FRC, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**12.1 Work Hours/Days.** Work at the Site is limited to Mondays through Fridays, excluding District holidays. No Work at the Site is permitted except during such days and hours. Hours of Work at the Site shall be subject to limitations established by any applicable local jurisdiction, as the same may be amended from time-to-time. Subject to amendments promulgated by the applicable local jurisdiction, permitted hours of Work at the Site are: between [7 am - 5 pm].

**12.2 Limitations on Work Hours/Days.** Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: [NONE]. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

**13. Audit**

The District and Contractor are subject to the examination and audit of the California State Auditor for a period of three (3) years after the final payment under this Contract, in compliance with Government Code section 8546.7.

**14. Compliance with Law**

Contractor shall comply with all applicable federal, state, local rules, regulations, and laws, and any and all District policies and procedures, including but not limited to those rules, regulations, laws, policies and procedures related to COVID-19, or any other pandemic or epidemic, in its performance of its obligations under this Contract.

**15. Authority to Execute**

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

*[Remainder of page intentionally left blank.]*

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

SANTA ROSA HIGH SCHOOL DISTRICT

FRC, Inc.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor License No.  
and Expiration Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For:

\_\_\_\_\_  
Corporation or Partnership

If Corporation, Seal Below.

# **SANTA ROSA HIGH SCHOOL DISTRICT**

## **211 Ridgway Waterproofing**

### **5. GENERAL CONDITIONS**

## GENERAL CONDITIONS

- 1. Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
- 2. Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
- 3. Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
- 4. Changes.**

  - 4.1 Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in the Contract. Changes approved by the District shall be reduced to Change Order in the form established by the District.

**4.2 Change Orders.** If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including, without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education ("Board") approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

**4.3 Contractor Notice of Changes.** If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's

waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article.

**4.4 Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. For Projects with a contract duration of one hundred eighty (180) days or less, all requests for substitutions of any specified item shall be submitted not more than fourteen days after the date of the award of the Contract to Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code section 3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code section 3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

**5. Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and all Board policies and procedures pertaining to safety at the Site, including but not limited to such laws, ordinances, rules, regulations, and policies and procedures relating to COVID-19 or any other pandemic or epidemic. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors. **All contractors, including all subcontractors, laborers and any individual performing work on any District project, are required to wear hard hats and safety vests at all times while on any District site or campus without exception.**

**6. Labor.**

- 6.1 Prevailing Wage Rates.** The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.
- 6.2 Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.
- 6.3 DIR Registration.**
- 6.3.1 Contractor and Subcontractor Compliance.** Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- 6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- 6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Designated Subcontractors List submitted with the Contractor's proposal for the Work whose DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code section 1771.1(c)(3) and/or Labor Code section 1771.1(d).
- 6.3.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g).** "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration

requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.”

**6.3.5 Subcontractor Penalties pursuant to Labor Code § 1771.1 (h)(1).** “In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).”

#### **6.4 Certified Payroll Records.**

**6.4.1 Compliance With Labor Code §§ 1771.4 and 1776.** A material obligation of the Contractor under the Contract Documents is: (i) the Contractor’s strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records (“CPR”); and (ii) the Contractor’s enforcement of CPR preparation and submittal for all Subcontractors of every tier.

**6.4.2 Express Condition Precedent to Payment of Contract Price.** Strict compliance with CPR requirements established pursuant to Labor Code section 1776 is an express condition precedent to the District’s obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code sections 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District’s obligations under the Contract Documents unless the Contractor’s demonstrates strict compliance with CPR preparation and submittal requirements.

**6.5 Limits on Hours/Days of Work.** The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law, in accordance with Labor Code section 1813.

**6.6 Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

- 6.7 Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.
- 7. Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 8. Project Certification.** If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.
- 9. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.

**10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.

**11. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Education and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including, without limitation, attorneys fees and costs, which arise out of or are related in any manner to this Contract or the Work. The Contractor's obligations hereunder include, without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.

**12. Delays and Time Extensions.**

**12.1 Excusable Delays.** If completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by District. Excusable Delays shall not result in any increase in the Contract Price. "Excusable Delays" refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii)

that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.

- 12.2** The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- 12.3** A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- 12.4** No damages or compensation of any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- 12.5** The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of District of the right to collect liquidated damages for other delays or of any other rights to which District is entitled.
- 13. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the

District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Work.

**14. Warranty.** The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

**15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

**16. Miscellaneous.**

**16.1 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

## 16.2 Disputes.

16.2.1 **Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

16.2.2 **Public Contract Code § 9204 Claims Resolution Procedures.** Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code section 9204 ("Section 9204") provided, however, that the Contractor's initiation of Section 9204 procedures is expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

16.2.2.1 **Claim Defined.** The term "Claim" shall be as defined in Section 9204.

16.2.2.2 **Claim Documentation.** The Contractor shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

16.2.2.3 **District Claim Review Statement.** Within forty-five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim ("Claim Review Statement"). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty-five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor's responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim ("Undisputed Claim") and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60)

days after the issuance date of the Claim Review Statement.

**16.2.3 Meet and Confer.**

**16.2.3.1 Meet and Confer Demand.** If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The Contractor’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor’s Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

**16.2.3.2 Meet and Confer Statement.** Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim (“Meet and Confer Statement”). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

**16.2.4 Non-Binding Mediation.**

**16.2.4.1 Contractor Initiation.** The Contractor may request nonbinding mediation (“Mediation”) of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor’s Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to demand Mediation procedures under Section 9204.

**16.2.4.2 Mediator Selection.** The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor’s demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed

portion of the Claim.

- 16.2.4.3 **Mediation Procedures.** Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.
- 16.2.4.4 **Mediation Costs.** All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.
- 16.2.4.5 **Post-Mediation Disputed Claims.** Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.
- 16.2.4.6 **Waiver.** The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.
- 16.2.5 **Payments of Undisputed Claims.** If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.
- 16.2.6 **Subcontractor Claims.**
  - 16.2.6.1 **Subcontractor Claim Submittal.** If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.
  - 16.2.6.2 **Contractor Certification of Subcontractor Claim.** The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor

Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code § 12650 *et seq.*). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

16.2.6.3 **District Review of Subcontractor Claim.** Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.2.6.4 **Disputed Subcontractor Claims.** Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

16.2.7 **Contractor Compliance with Government Code.** Pursuant to Government Code Section 930.6, any and all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District for money or damages, including, without limitation, a demand for arbitration, shall be deemed a “suit for money or damages” and shall be subject to the provisions of Government Code Sections 945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in this Article herein, all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District seeking money or damages in any sum shall first be presented to the District’s Board of Education and acted upon or deemed rejected as a condition precedent to suit including, without limitation, demand for arbitration, in accordance with California Government Code section 900 *et seq.*

**16.3 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Contract, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District’s breach or default of its obligations under the Contract Documents.

- 16.4 Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 16.5 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.
- 16.6 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 16.7 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 16.8 Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 16.9 Days.** Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.
- 16.10 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 16.11 Entire Agreement.** This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

**[END OF GENERAL CONDITIONS]**

# **SANTA ROSA HIGH SCHOOL DISTRICT**

## **211 Ridgway Waterproofing**

### **6. PROJECT FORMS**

## GUARANTEE

**Project: 211 Ridgway Waterproofing**

The Contractor hereby warrants and guarantees to the City of Santa Rosa Elementary District/Santa Rosa High School District (“District”) that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the “Work”) have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including, without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including, without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

*[Remainder of page intentionally left blank]*

**Contractor**

---

(Contractor Name)

---

(Signature of Contractor's Authorized Employee, Officer  
or Representative)

---

(Printed Name and Title)

---

(Date)

**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**CONTRACTOR EXEMPTION**

Pursuant to Education Code Sections 45125.1 and 45125.2, the Santa Rosa High School District (“District”) has determined that FRC, Inc.(“Contractor”) is exempt from the criminal background check certification requirements for the Contract dated April 10, 2024 by and between the District and Contractor ("Contract") because:

- The Contractor’s employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: \_\_\_\_\_.

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Date

**CONTRACTOR’S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE, DRUG, AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Santa Rosa High School District’s (“District”) Drug and Alcohol-Free Workplace, Drug and Alcohol-Free Schools, Tobacco-Free Schools, Alcohol and Other Drugs, and Tobacco Board Policies, which prohibit the use of alcoholic beverages, illicit drugs, and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating, “ALCOHOLIC BEVERAGE, DRUG, AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

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

This Project Assignment is executed between SANTA ROSA HIGH SCHOOL DISTRICT ("District") and STRATA Architecture & Planning("Architect") pursuant to the Master Agreement for Architectural Services ("Agreement") between the Architect and the District dated October 30, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description.**

**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 (\$\_\_\_\_\_)

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

**6. Architect Compensation:**

**A. Contract Price.** \$1,040,142.00 Lump Sum Not to Exceed.

**B. Payment Method:**

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

Schematic Design	<u>20</u>	%
Design Development	<u>25</u>	%
Construction Documents	<u>45</u>	%
Bidding	<u>1</u>	%
Construction	<u>8</u>	%
Post-Construction	<u>1</u>	%

or

- Hourly, not to exceed the Contract Price Above.

**[insert hourly rates or reference architect proposal]**

**C. Additional Services Rate Schedule:**

Architect Personnel

**[insert hourly rates or reference architect proposal]**

Design Consultants Personnel

**[insert hourly rates or reference architect proposal]**

**6. Basic Services Submittal Schedule:**

	<b>START DATE</b>	<b>FINISH DATE</b>
<b>Schematic Design Phase</b>	May 1, 2024	June 28, 2024
<b>Initial Design Development Phase</b>	July 1, 2024	July 31, 2024
<b>Final Design Development Phase</b>		
<b>Preliminary Plans Value Engineering; Constructability Review</b>	Value Engineering: _____	Value Engineering: _____
	Constructability Review: _____	Constructability Review: _____
<b>Initial Construction Documents Phase</b>	August 1, 2024	November 29, 2024
<b>Final Construction Documents Phase</b>		
<b>Construction Drawings Value Engineering; Constructability Review</b>	Value Engineering: _____	Value Engineering: _____
	Constructability Review: _____	Constructability Review: _____

<b>Bidding</b>	TBD	
<b>Construction</b>	TBD	
<b>Post-Construction</b>	TBD	

Dated: \_\_\_\_\_

**CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

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

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

**ARCHITECT: STRATA A|P**

By: Bennett Martin

Title: Principal



April 11, 2024

Erik Oden  
Director, Maintenance & Operations  
Santa Rosa City Schools  
211 Ridgeway Avenue  
Santa Rosa, California 95401

Reference: Santa Rosa City Schools – Elsie Allen Reroofing, Re-Painting & HVAC Project  
Subject: *Architecture and Engineering Proposal*

Dear Erik,

STRATAap is pleased to submit the following proposal for Architectural and Engineering Professional Services related to the campus wide repainting, miscellaneous dry rot & plaster repair, reroofing (287,700sf) including the replacement of the existing failed Kalwall skylight systems, repair, or replacement of the soffits under all walkways, misc. glazing, and joint sealing repair for all buildings on the Elsie Allen High School campus. The Architectural Consultant will prepare the required construction documentation for approval by the district. STRATA alp will also perform construction administration and quality assurance services as required by the district through project completion.

The Project consists of providing bid documentation (plans and specifications) to identify the complete scope of the repair work. Documentation requirements will reflect District Standards. The scope outline is noted below.

STRATAap proposes to provide the following Architectural & Engineering services:

**Scope of Services – This is a DSA Project.**

- Meetings with District staff if required and CM to determine program.
- Field observation of existing conditions.
- Review recommendations with District & CM.
- Preparation of site construction documents and submittal to the Division of the State Architect (DSA) for plan review and approval.
- Construction Administration during the construction of the project including (DSA) closeout and certification.
- Meetings, as necessary.
- Produce final record drawings from contractor as-builts.

**Design Fee: \$1,040,142.00**

If further services are requested by the district and agreed upon, additional services will be charged based on the attached 2024 rate sheet. If you find that this proposal is acceptable STRATA alp is prepared to enter into a formal District agreement for professional services.

Please contact me at STRATA alp at (707) 935-7944, if you have any questions regarding this



proposal, or would like to discuss your project further. We look forward to working with you and your representatives on this new project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bennett Martin'.

Bennett Martin, Assoc. AIA  
Principal

**Exclusions:**

1. Hazardous materials identification and abatement.
2. Cost estimating.
3. Accessibility improvements. Accessibility improvements must be performed to meet the requirements of Article 11B-202.4 of the California Building Code. For projects below the current threshold of \$200,000, there is a 20% additional spending requirement to comply with the current building code. There is no specific \$\$ limit for projects of greater value than \$200,000. This project will exceed the threshold, as such a plan for accessibility measures would need to be determined. This may include, path of travel, building entrances, restrooms, drinking fountains and parking, and may require additional design and engineering services to identify possible areas to address access compliance if DSA enforces full code conformance.









HOURLY RATES AND REIMBURSABLES as of January 1, 2024

Principal		\$275.00 Per hour
Senior Associate		\$225.00 Per hour
Project Manager		\$200.00 Per hour
Project Architect		\$195.00 Per hour
Construction Administrator		\$185.00 Per hour
Job Captain		\$165.00 Per hour
Intermediate Architect		\$155.00 Per hour
Designer		\$125.00 Per hour
Draftsman		\$115.00 Per hour
Clerical		\$95.00 Per hour

Reimbursables:

In-house plots	24"x36"	\$5.75 each
	30"x42"	\$8.50 each
In-house photo copying		
Letter size		\$0.18 each
11x17		\$0.40 each
Large format		\$4.50 each
Outside Blueprinting/Reproduction		Invoice plus 20%
Travel with prior approval		
Vehicle mileage		\$0.67 per mile.
Out of area		Direct cost plus 15%
Miscellaneous expenses		Invoice plus 20%

PO Box 1207  
 Sonoma, CA 95476  
**T** 707.935.7944  
**F** 707.935.6618  
[www.STRATAap.com](http://www.STRATAap.com)

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

This Project Assignment is executed between **City of Santa Rosa Elementary School District & Santa Rosa High School District** (“District”) and **HY Architects** (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated January 25, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description:**

Design development phase through construction project close-out of 11,000 SF warehouse building that includes IT spaces, Data Center, Duplicating Department and associated sitework.

**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:

Deliverables are listed in the attached fee proposal

**4. Project Construction Budget.** \_\_\_\_\_ Dollars (\$3,800,000) (est.)

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

**6. Architect Compensation:** \$308,248.

**A. Contract Price.** \$308,248 Lump Sum not to Exceed.

**B. Payment Method:**

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

Design Development	25%
Construction Documents	35%
Bidding	4%
Construction	27%
Post-Construction	3%

or

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

[insert hourly rates or reference architect proposal]

**C. Additional Services Rate Schedule:**

Architect Personnel: Please see HY hourly rates attached to the fee proposal

Refer to attached proposal.

Design Consultants Personnel

Refer to attached proposal.

**6. Basic Services Submittal Schedule:**

	<b>START DATE</b>	<b>FINISH DATE</b>
<b>Schematic Design Phase</b>	N/A	N/A
<b>Initial Design Development Phase</b>		
<b>Final Design Development Phase</b>	4/29/2024	5/20/2024
<b>Preliminary Plans Value Engineering; Constructability Review</b>	Constructability Review: 5/20/2024	Constructability Review: 5/27/2024
<b>Initial Construction Documents Phase</b>		
<b>Final Construction Documents Phase</b>	5/27/2024	6/24/2024
<b>Construction Drawings Value Engineering; Constructability Review</b>	Constructability Review: 6/25/2024	Constructability Review: 6/28/2024

<b>Bidding</b>	TBD by SRCS	
<b>Construction</b>	TBD by SRCS – estimated time is 4 ½ months	
<b>Post-Construction</b>		

Dated: April 18, 2024

**CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT & SANTA ROSA HIGH SCHOOL DISTRICT**

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

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

**ARCHITECT**

By:  \_\_\_\_\_  
W. Lee Pollard

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



HIBSER YAMAUCHI Architects, Inc.

April 17, 2024

**Lisa August**

Assistant Superintendent of Business Services  
Santa Rosa City Schools  
211 Ridgeway Ave.  
Santa Rosa, CA 95401

Re: SRCS Warehouse / IT Center Design Development Through Construction Close-Out phases  
Fee Proposal

Dear Lisa,

Thank you for considering our consulting services for your project. We appreciate all opportunities to work with the Santa Rosa City Schools. Per our recent meetings and conversations with the Director of Maintenance and Operations, we are submitting this proposal for Architectural and Engineering Services. Our understanding is that you will be demolishing the existing maintenance building and replacing it with a 11,000 sf warehouse building that will also house the Duplicating Services, the IT Department and Data Center.

**PROJECT DETAILS**

**Project Location:**

The project is located at the north side of the 211 Ridgeway Ave. property in Santa Rosa.

**Scope of Work:**

This new building will incorporate 6,500 sf of warehouse space, 2,850 sf of IT area, restrooms, breakroom, 1,000 sf for Duplicating Services three loading docks and site work. Enclosed building Area is 11,000 sf. Construction documents of the building shell and concrete slab-on-grade will be developed by a licensed Structural Engineer hired by Arntz Builders.

HYA will coordinate design with its consultant team as well as with SRCS, VPCS and the Contractor.

Tenant improvement and sitework project documents will be submitted to DSA for access compliance only. The same set will be submitted to the local Fire Marshal for sign-off of site work. The local building permit enforcement agency will handle review and approval of building fire sprinkler and fire alarm systems design submitted by contractor.

**Budget:**

The Construction Cost Budget is currently estimated to be 3,800,000.

**Schedule and Phasing:**

The design and construction will be completed in one phase.



In summary, the preliminary schedule is as follows:

- Design Development 3 weeks from NTP
- Construction Documents 4 weeks
- Agency Review 10 weeks (estimated)
- Bidding 4 weeks
- Construction Administration 4 1/2 months (anticipated)

**Special Conditions:**

N/A.

**Construction Delivery Method:**

The project will be delivered using the lease-lease back method for design, bidding and construction.

**SCOPE OF SERVICES**

As we understand it, the following services are necessary to complete the project. These are further detailed in the attached Terms and Conditions or 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. If you would propose to utilize a different agreement than attached, that agreement will apply to this proposal.

**1. Architect’s Basic Services - meetings**

- a. Design Development
  - 1) Management 3
  - 2) User Group 2
  - 3) Interior Design 0
- b. Construction Documents
  - 1) Management 4
  - 2) User Group 2
  - 3) Interior Design 0
- c. Agency Submittal
  - 1) Management DSA 3
  - 2) Management FM 3
  - 3) User Group 2
  - 4) Interior Design 0
- d. Bidding
  - 1) Management 1
  - 2) Pre-bid 1
  - 3) Bid opening 0



- e. Construction Administration
  - 1) Regular Meetings 1 per week (total of 18)
  - 2) Punchlist 1
  - 3) Back-punch/Final Walk 1
- f. Closeout

**2. Architect's Extra Services**

N/A

**3. Deliverables**

- a. Design Development: Electronic drawings
- b. Construction Documents: Electronic drawings.
- c. Agency Submittal
  - 1) DSA: Electronic Drawings
  - 2) Local FM: Three 30 x 42 copies of site plan.
- d. Progress drawings 3 weeks after NTP.
- e. Permit drawings 4 weeks after comments received from progress drawings.
- f. Bidding: Electronic drawings
- g. Construction: Electronic Drawings
- h. Closeout: Contractors record drawings and/or electronic submittal

**4. Consultants**

**a. Structural: ZFA Structural Engineers**

- 1) Peer review of building and foundation design by others.
- 2) Design of interior non bearing walls and other architectural features generally not included by the metal building manufacturer.
- 3) Support for mechanical items not integrated with the building.
- 4) Design of anchorage/foundation requirements for storage racks. Design of storage racks is not included.
- 5) Support for ramp and retaining walls at loading dock.
- 6) Construction Administration for ZFA items/closeout.
- 7) Attend coordination meetings.
- 8) Structural calculations.
- 9) Structural specifications for ZFA items.

**b. Mechanical: EDesignC, Inc.**

- 1) Attend 8 site visits/meetings during design phase.
- 2) Load calculations to determine size of appropriate equipment.
- 3) Design warehouse to be conditioned with heating and ventilation.
- 4) HVAC for office spaces and dedicated HVAC for servers in the Data Center.
- 5) Restrooms will have ventilation.
- 6) Mechanical units will be exterior pad mounted.



7) Title 24 for applicable systems.

**c. Plumbing: EDesignC, Inc.**

- 8) Provide water and sewer calculations for size of services.
- 9) Provide domestic water and sewer for two restrooms and breakroom.
- 10) Domestic hot water design for two restrooms and breakroom.
- 11) Coordinate tie-ins with Civil within 5 ft of building. Assume BFP by Civil.
- 12) Cal Green and title 24 documentation for plumbing systems.

**d. Electrical: EDesignC, Inc.**

- 1) Electrical load calculation to determine size of electrical service required.
- 2) Power, lighting and low voltage in the building. Coordinate tie-ins with Civil.
  - a) Duplicating Room (District copying room) requires floor boxes for data and power as does the Tech Storage space where computers and equipment are repaired.
  - b) Review of existing equipment and any future provisions anticipated.
  - c) We are assuming the forklift will be EV and will need a charging station.
  - d) Low voltage systems will include data, phone, wifi, security and CCTV, access control and clock system. Assumed this work will be infrastructure only and owner will provide final devices.
  - e) Emergency egress lighting on inverter with LED lighting with T-24 controls.
- 3) Portable generator for standby emergency power with tie-in with locking plug assembly. Generator hall be used for data center equipment only.
- 4) Data Center relocation:
  - a) Site visit to review existing Data Center.
  - b) Meeting with District IT Director to understand existing system and requirements for new room.
  - c) Design of infrastructure for new Data Center room includes:
    - i. Racks
    - ii. Patch panels Grounding
    - iii. Power
    - iv. Rack elevation details.
  - d) Design of pathway and interconnection of new Data Center to existing Data Center location.
- 5) Preliminary calculations show that a PV system will prescriptively be required. Design of the PV system is included. A battery system could be omitted if T-24 performance model compliance can be met without a battery system.
- 6) Exterior lights and parking lighting.
- 7) Level 2 EV chargers for parking area to meet current code.

**e. Fire Alarm & Fire Sprinkler Systems: EDesignC, Inc..**

- 1) Conduct a high pile storage fire analysis.
- 2) Design build criteria of fire sprinkler system, starting from the bottom of fire



Lisa August

SRCS Warehouse / IT Center Des. Dev. Through Construction Close-Out Phases Fee Proposal  
April 17, 2024

sprinkler at about 12 feet A.F.F. inside of the building according to the criteria established in high pile storage fire analysis report.

- 3) Seismic bracing design for the fire sprinkler system coordinated with Butler Building Structural Engineer.
- 4) Coordination with project Civil Engineer for tie-in to fire water service and size of service and BFP.
- 5) Design build criteria for automatic fire alarm system including location of FACP and annunciator.

**f. Civil: Brelje & Race**

Design Development Phase:

- 1) Utilizing a digital background prepared by HY, create the following drawings:
  - a) Demolition Plan
  - b) Grading Plan
  - c) Utility Plan.
  - d) Paving Plan
- 2) Prepare fire flow calculations.
- 3) Prepare Civil Specifications.
- 4) Prepare WB-65 Truck turning template for review by team.

Construction Documents:

- 5) Develop plans listed under Design Development plus the following:
  - a) Layout/ Paving/ Erosion control Plan
  - b) Water pollution control drawing
  - c) Notes and details as required
- 6) Specifications.
- 7) Fire flow calculations and report.
- 8) Submit documents for DSA and Fire Marshal review.
- 9) Prepare SWPPP for bid.

DSA Fire Marshal Review:

- 10) Review and respond to DSA comments.

Bid Assistance: Issue Civil clarifications if necessary.

Construction Administration:

- 11) Finalize SWPPP.
- 12) Load documents to State website and assist in filing NOI.
- 13) Review submittals, respond to RFI's and COR's related to Civil work.

Closeout:

- 14) Participate in punch walk.
- 15) Prepare Civil as-builts based on Contractors set.



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## **CLARIFICATIONS AND ASSUMPTIONS**

1. Construction documents of the building shell and concrete slab-on-grade will be developed by a licensed Structural Engineer hired by Arntz Builders under contract with SRCS. HY Architects consultant, ZFA Structural engineers will perform a peer review of their calculations and design documents.
2. HY Architects design team will perform building interior improvements and site work design.
3. This project will be done in 1 phase.
4. This project will require 1 package for permitting and construction.
5. Site topographical and utility survey listing utility depth in the vicinity of the building location and surrounding areas in CAD format will be made available for our use in the development of the site plan.
6. HY will perform a cursory review for general design conformance of documents developed by licensed design professionals under contract with Arntz Builders, SRCS' contractor.
7. The project documents will be produced in Revit, except for Civil, which will be produced in CAD. The BIM model will be developed to Level 200 for DD and 300 for CD's.
8. The existing infrastructure is sufficient to accommodate these renovations. This includes site domestic water, fire water systems, electrical power and low voltage systems.
9. A current Geotechnical report is available or will be provided to us for use in design of the structural system.
10. Construction-phase meeting minutes will be completed by others.

## **EXCLUSIONS**

1. Cost estimating
2. Soils engineering
3. Landscape design, specifying
4. Work in the public right-of-way for Ripley Street requiring an encroachment permit.
5. IBs and/or change orders to the construction contract which require submittal to Agencies Having Jurisdiction and which were not caused as a result of our documents will be charged as an additional service.
6. ADA upgrades which may be required by the Agency Having Jurisdiction as a contingent to this project have not been identified and are therefore excluded.
7. Building Commissioning.
8. PV design by ZFA
9. QSP or QSD services during construction.
10. Bid Alternates
11. 3D Renderings
12. Finish Binders
13. Plan check and/or permit fees
14. Stamping and signing design and construction documents developed and created by other licensed design professionals under direct contract with Arntz Builders or SRCS.



**BASIS OF PROPOSAL**

1. Schematic plan dated April 16, 2024 with modifications discussed with the Warehouse Director and IT Director.

**PROJECT TEAM**

1. Architect: Hibser Yamauchi Architects, Inc.  
 Principal: Lee Pollard  
 Project Manager: Jorge Rico  
 Job Captain: Natasha Landicho
2. Structural Engineer: ZFA Structural Engineers  
 e-mail: [ChrisW@ZFA.com](mailto:ChrisW@ZFA.com)  
 Contact: Chris Warner, Principal
3. Mech/Plumb Engineer: EDesignC, Inc.  
 e-mail: [stephen@edesignc.com](mailto:stephen@edesignc.com)  
 Contact: Stephen Howarter++, Principal
4. Electrical Engineer: EDesignC, Inc.  
 e-mail: [rosanna@edesignc.com](mailto:rosanna@edesignc.com)  
 Contact: Rosanna Lerma, Principal
5. Civil Engineer: Brelje & Race  
 e-mail: [barthelowbrce.com](mailto:barthelowbrce.com)  
 Contact: Paul Barthelow, Principal

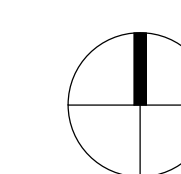
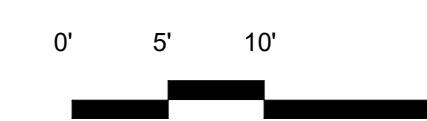
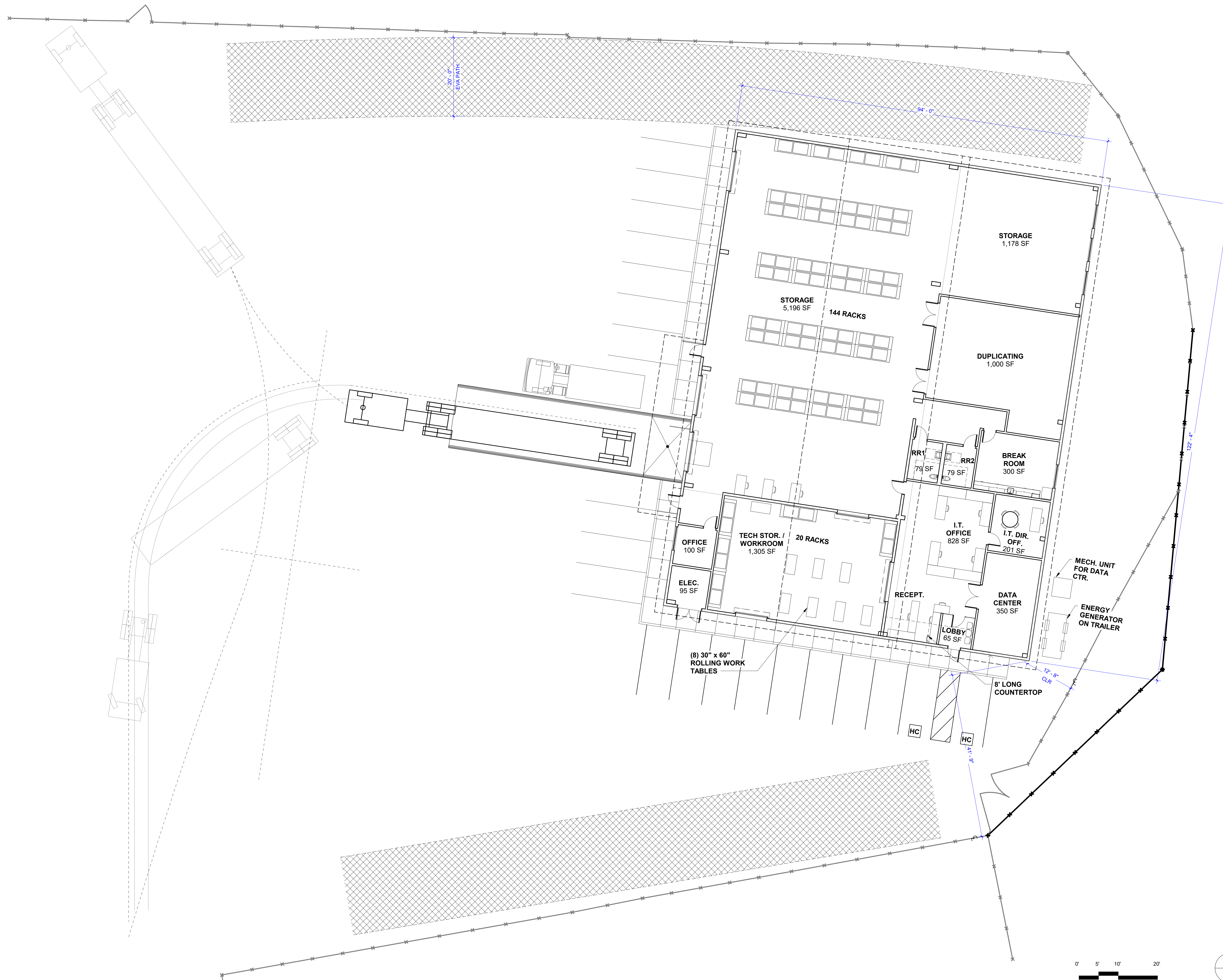
**PROPOSED FEE**

For the above work we herein propose a Fixed Fee of **\$308,248**. This fee is broken down as follows:

**Basic Services:**

Architectural	\$99,480
Structural	\$20,000
Mechanical/Plumbing	\$31,000
Electrical	
Electrical	\$34,750
Data Center	\$24,000
PV	\$14,500
FS & FA	\$7,500
Civil	\$69,500
<b>Total Basic Services</b>	<b>\$300,730</b>





OPTION 6B - SITE PLAN



HIBSER YAMAUCHI Architects, Inc.

## 2023 Billing Rates

### Architectural

Principal	\$240 per hour
Associate	\$200 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$175 per hour
Project Architect	\$160 per hour
Job Captain	\$145 per hour
Senior Draftsperson	\$130 per hour
Draftsperson	\$120 per hour
Jr. Draftsperson	\$110 per hour
Project Coordinator	\$95 per hour
CASp Access Specialist	\$170 per hour

### Interiors

Lead interior Designer	\$175 per hour
Senior Interior Designer	\$145 per hour
Interior Designer	\$120 per hour
Staff Designer	\$110 per hour

**Administrative Staff** \$85 per hour

(rates subject to change annually)

Executive Principal .....	\$255
Principal .....	\$225
Associate Principal .....	\$200
Senior Associate .....	\$185
Associate.....	\$175
Senior Engineer.....	\$155
Engineer.....	\$140
Engineer – Designer .....	\$125
Project BIM Manager.....	\$145
Senior BIM Technician .....	\$135
BIM Technician.....	\$115
Engineering Support.....	\$80

## SERVICES RATE SCHEDULE EFFECTIVE MARCH 1, 2024

### PROFESSIONAL SERVICES

Senior Principal.....	\$265.00/hour
Associate Principal.....	245.00/hour
Associate (Managing Engineer).....	230.00/hour
Senior Project Advisor.....	225.00/hour
Senior Engineer.....	220.00/hour
Engineer II.....	205.00/hour
Engineer I.....	195.00/hour
Engineering Technician II.....	180.00/hour
Engineering Technician I.....	170.00/hour
Senior Planner.....	190.00/hour
Planner.....	165.00/hour
Senior Surveyor.....	200.00/hour
Surveyor.....	180.00/hour
Survey Technician.....	170.00/hour
CAD Technician Supervisor.....	175.00/hour
CAD Designer.....	160.00/hour
CAD Technician.....	150.00/hour
Engineering Intern.....	130.00/hour
Construction Engineer.....	185.00/hour
Construction Technician II.....	160.00/hour
Construction Technician I.....	140.00/hour
Technical Writer.....	130.00/hour

**EXPERT WITNESS & MEDIATION SERVICES** \$600.00/hour

### FIELD SURVEYING

One-man Party (Including Survey Equipment & Vehicle)	\$300.00/hour
Two-man Party (Including Survey Equipment & Vehicle)	\$350.00/hour
Three-man Party (Including Survey Equipment & Vehicle)	\$500.00/hour

**CLERICAL SERVICES** \$100.00/hour

**OUTSIDE CONSULTANTS** Cost + 10% Handling Charge

**OUTSIDE PLOTTING AND REPRODUCTION** Cost + 10% Handling Charge

### IN-HOUSE PLOTTING

Vellum or Bond	\$10.00/sheet
Mylar	25.00/sheet

### Note

Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as "reimbursable". The hourly rates listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.



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## 2024 HOURLY BILLING RATES

<u>BILLING LEVEL</u>	<u>RATES</u>
Principal Engineer .....	\$255
Senior Engineer.....	\$233
Project Manager .....	\$207
Telecom Designer .....	\$195
Project Engineer.....	\$186
Revit Technician/CAD Designer.....	\$154
Administrative/Technical Support .....	\$133

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## REIMBURSABLE EXPENSES

### Expenses Fee Charge

Outside Reproduction..... .Cost plus 10%

Out-of-area Travel Expenses.... .Current Federal allowance per mile plus expenses

Subcontractors and Consultants..Cost plus 10%

We require all payments 30 days from the invoice date. Payments not received by the due date shall bear interest at the rate of 10% per annum.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated March 28<sup>th</sup>, 2024 for reference purposes only, and is made by and between the Santa Rosa City Schools (“District”) and [Brelje & Race] (“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”). [*Lot Line Assessment for 211 Ridgway Avenue*]

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on [March 28<sup>th</sup>, 2024]. Consultant shall diligently perform as required and complete performance by [April 30<sup>th</sup>, 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 [\$18,500.00]. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

#### 11. Termination.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 Insurance Requirement

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

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

**\$1,000,000 per occurrence**  
**\$2,000,000 general aggregate**

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

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

Part A – Statutory Limits

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

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

### 13.2. Proof of Carriage of Insurance.

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

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

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

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

17. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations

pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

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

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

**If to the District:**

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

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Services **SANTA ROSA CITY SCHOOLS**

By: Paul Bartholow

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

Name: Paul Bartholow

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

Title: President

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

Date: 3/15/2024

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

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 3/15/2024

Name of Consultant: Brelje & Race Consulting Engineers

Signature: Paul Bartholow

Print Name: Paul Bartholow

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 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: Paul Bartholow

Name: Paul Bartholow

Title: President

Date: 3/15/2024

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

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

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

- Surveillance of Employees by District personnel.

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

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

**CONSULTANT**

By: Paul Bartholow

Name: Paul Bartholow

Title: President

Date: 3/15/2024

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

**DISTRICT**

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

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

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

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

### HEALTH SCREENING CERTIFICATION

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

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

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

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

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

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

Consultant further certifies that he/she has carefully read and understands Education Code 49406, regarding health screening requirements for all persons employed by and/or doing services with Santa Rosa Elementary/ High 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: Paul Bartholow

Date 3/15/2024

Please Print Name: Paul Bartholow

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

Social Security Number: \_\_\_\_\_ or Tax ID: 94-1482242

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

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





EXHIBIT "A"  
SCOPE OF SURVEYING SERVICES  
**SANTA ROSA DISTRICT OFFICE BOUNDARY**  
PREPARED FOR  
**SANTA ROSA CITY SCHOOL DISTRICT**

PREPARED BY  
**BRELJE & RACE ENGINEERS**  
**B&R JOB NO. 4148.04**  
March 14, 2024

1. **Record of Survey**

Complete field survey work as necessary for location of existing monumentation relevant and adjacent to the westerly and southerly property lines and as shown in purple on the attached Exhibit B. Review available record maps and deeds for the adjacent properties. Acquire additional deeds and maps 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 existing monuments of record.

In conjunction with the Profession Land Surveyors Act section 8762, after making a field survey in conformity with the practice of land surveying, if any material evidence or physical change which does not appear on any previously recorded map as described in the Land Surveyor Act, a record of survey is required to be filed with the County Surveyor.

We anticipate that the preparation of a record of survey will be required with tasks as noted in the description following.

Develop resolved boundary based on this information and create plat of the westerly and southerly property lines adjacent to Ridgeway Avenue and Ripley Street as shown on Exhibit B and complete a record of survey map for these two boundary lines. Complete the County of Sonoma record of survey application, assemble all necessary documents required for submittal, and complete the focused record of survey submittal application package for review.

Make up to two sets of minor revisions to the record of survey map based on review comments and resubmit final Record of Survey to County for approval and recordation. Upon recordation of record of survey, set property line monuments for the parcel boundary as shown on the recorded map.

2. **Fee**

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

Record of Survey for specific boundary lines as shown on Exhibit 'B':  
**\$18,500.00**

Excluding fees for reproduction and plotting services which will be billed in addition to the engineering fees. Budget anticipated to be \$1000.00.

**3. Assumptions and Limitations**

- The Engineers Services Rate Schedule is adjusted March 1 of each calendar year. Any work performed after this date would be subject to adjustment based on the current fee schedule.
- Proposal assumes that a current title report and chain of title for the parcel will be prepared by the client's title company and provided to the engineer prior to the start of work.
- Proposal assumes that owner will pay all application, processing, inspection, or other fees in conjunction with this application.

# COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA  
4-001

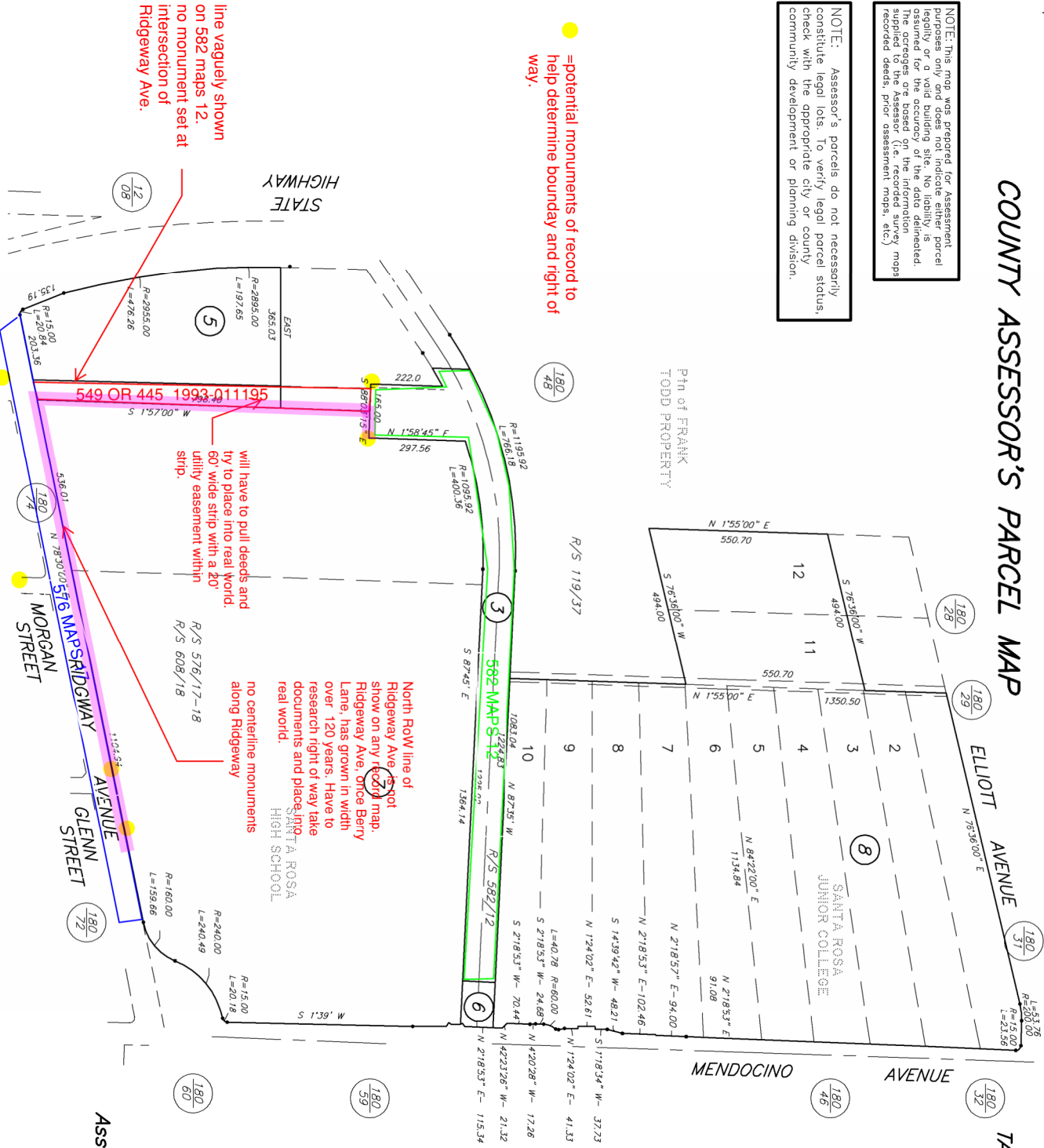
180-47  
Exhibit B

NOTE: This map was prepared for assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information recorded on the information maps recorded (deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.



SCALE: 1"=300'



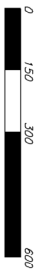
● potential monuments of record to help determine boundary and right of way.

will have to pull deeds and try to place into real world. 60' wide strip with a 20' utility easement within strip.

North Row line of Ridgeway Ave. is not shown on any record map. Ridgeway Ave. once Berry Lane, has grown in width over 120 years. Have to research right of way take documents and place into real world.

no centeline monuments along Ridgeway

REVISED  
07-16-97=R/S-RL  
08-07-98=R/S-RM  
09-18-98=R/S-RM  
03-27-06=B-LW  
08-04-14=TRA-KB



Assessor's Map Bk. 180, Pg. 47  
Sonoma County, Calif. (ACAD)  
KEY 06/18/16 KB


**Certificate Of Completion**

Envelope Id: B98CF6F6FB434EC6A4119265C3B6DD03	Status: Completed
Subject: SRCS.DO CR Warehouse.Lot Line Assessment. Brelje & Race	
Source Envelope:	
Document Pages: 20	Signatures: 7
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Felicia Silveira
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	felicia.silveira@vpcsonline.com
	IP Address: 157.131.81.166


**Record Tracking**

Status: Original	Holder: Felicia Silveira	Location: DocuSign
3/14/2024 1:27:24 PM	felicia.silveira@vpcsonline.com	


**Signer Events**

Signer Events	Signature	Timestamp
Paul Bartholow bartholow@brce.com President Brelje & Race Consulting Engineers Security Level: Email, Account Authentication (None)		Sent: 3/14/2024 1:37:53 PM Viewed: 3/14/2024 3:48:12 PM Signed: 3/15/2024 10:16:39 AM
	Signature Adoption: Pre-selected Style Using IP Address: 75.101.35.242	


**Electronic Record and Signature Disclosure:**  
Accepted: 3/14/2024 3:48:12 PM  
ID: 24e0afb7-b930-472f-8278-02931e44c71b

Brian Cameron brian@vpcsonline.com Project Manager Van Pelt Construction Services Security Level: Email, Account Authentication (None)		Sent: 3/15/2024 10:16:41 AM Viewed: 3/19/2024 12:35:35 PM Signed: 3/20/2024 3:26:28 PM
	Signature Adoption: Pre-selected Style Using IP Address: 157.131.81.166	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Natalie Tyler ntyler@srcs.k12.ca.us Security Level: Email, Account Authentication (None)		Sent: 3/20/2024 3:26:31 PM Viewed: 3/20/2024 4:25:11 PM Signed: 3/20/2024 4:32:37 PM
	Signature Adoption: Pre-selected Style Using IP Address: 205.155.229.166	

**Electronic Record and Signature Disclosure:**  
Accepted: 9/28/2023 9:12:46 AM  
ID: 738ad77f-2ffc-406c-a0d2-926641591ff8

Catherine Gotfrid cgotfrid@srcs.k12.ca.us Security Level: Email, Account Authentication (None)		Sent: 3/20/2024 4:32:40 PM Viewed: 3/20/2024 4:34:25 PM Signed: 3/20/2024 4:34:53 PM
	Signature Adoption: Pre-selected Style Using IP Address: 184.23.195.50	

**Electronic Record and Signature Disclosure:**  
Accepted: 7/25/2023 9:18:47 AM  
ID: a6181387-faaa-47c3-872d-be805c81deeb

Signer Events	Signature	Timestamp
Erik Oden eoden@srcs.k12.ca.us Executive Director, Facilities, Maintenance, and Operations Security Level: Email, Account Authentication (None)	<i>Erik Oden</i>  Signature Adoption: Pre-selected Style Using IP Address: 76.102.160.179	Sent: 3/20/2024 4:34:56 PM Viewed: 3/20/2024 8:23:29 PM Signed: 3/20/2024 8:24:01 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/20/2024 8:23:29 PM  
ID: 71ea5474-d9aa-4195-9af9-dfe4349abe31

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Paula Cox  
pcox@srcs.k12.ca.us  
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/20/2024 8:24:05 PM  
Viewed: 3/22/2024 10:30:02 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/14/2024 1:37:53 PM
Envelope Updated	Security Checked	3/20/2024 3:26:28 PM
Certified Delivered	Security Checked	3/20/2024 8:23:29 PM
Signing Complete	Security Checked	3/20/2024 8:24:01 PM
Completed	Security Checked	3/20/2024 8:24:05 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

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

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

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

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



Building Community since 1973

Opportunity Name Biella ES Playground  
 Quote Name Biella Playground - PIP Option  
 Quote Number 00043572  
 Quote Date 2/8/2024  
 Quote Exp Date 3/9/2024  
 Est Lead Time Check with Sales Rep

Bill To Name Santa Rosa City Schools  
 Bill To 211 Ridgway Avenue  
 Santa Rosa, California 95401-4386  
 United States

Ship To Name Albert Biella Elementary Sch  
 Ship To 2140 Jennings Ave  
 Santa Rosa, California 95401  
 United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Rentals	366 linear feet of temporary construction fencing for duration of project completion (or up to 6 months if requested for longer by the district)	\$2,436.00	\$2,436.00
1.00	PlayBooster, 5-12	Landscape Structures PlayBooster Design #1181639-01-02	\$137,050.00	\$137,050.00
1.00	Install - Play Equipment	<p>Installation of Landscape Structures design #1181639-01-02 by a manufacturer certified installer.</p> <p>*Project DIR # needed for state Prevailing Wage projects. Quoted price assumes following the PSA provided. If project has additional labor requirements, additional costs will be incurred through a change order to the originally quoted labor prices shown on this quote unless otherwise noted.</p> <p>*Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.</p> <p>*Installation quoted includes standard manufacturer provided footing details. If different and/or engineered footing details are provided by the contractor/owner/specifier, a change order will be required.</p> <p>*Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.</p>	\$52,765.00	\$52,765.00
1.00	PIP Rubber	<p>Surface America Poured-In-Place Rubber surfacing materials:            ~ Square Footage: 4200 sqft (per LSI design drawings)            ~ Thickness: 3.5" (per 8' CFH of play equipment)            ~ Binder: Aliphatic            ~ Color: 50% Color &amp; 50% Black speckled mix (additional cost will apply for a higher percentage color ratio)</p> <p>*Rubber surfacing will follow the contour of the sub-base and will be 3.5" thick throughout the area.            *Any change to color, thickness, square footage or binder type will require a change order.            *It is the responsibility of the Owner to verify all colors and square footage prior to placing an order. Any changes will require a revised quote and may result in a price increase.            *Pricing does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt or Compacted Base Rock. More details available upon request.            *Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200 GMax.</p> <p>Installation of Surface America Poured-in-Place rubber surfacing for 4200 square feet at a 3.5" thickness by a manufacturer certified installer. Price does not include sub-base preparation, drainage, design work or inspections. Thicknesses installed to meet industry</p>	\$66,360.00	\$66,360.00

Prepared By Alex Hailey  
 Email alexh@rossrec.com



Building Community since 1973

Opportunity Name Biella ES Playground  
 Quote Name Biella Playground - PIP Option  
 Quote Number 00043572  
 Quote Date 2/8/2024  
 Quote Exp Date 3/9/2024  
 Est Lead Time Check with Sales Rep

Bill To Name Santa Rosa City Schools  
 Bill To 211 Ridgway Avenue  
 Santa Rosa, California 95401-4386  
 United States

Ship To Name Albert Biella Elementary Sch  
 Ship To 2140 Jennings Ave  
 Santa Rosa, California 95401  
 United States

1.00	Install - Rubber Surfacing	standards for ASTM testing of 1000 HIC/200 GMax. Installations over 1,800 sq ft will have seams in the finished surface. Surfacing will be installed to follow slope of the sub-base and thickness of safety surfacing quoted to be kept consistent. Surfacing will not be installed thicker over drains unless requested. Please advise if surfacing is to be installed in any other manner, so quote can be adjusted. Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/200 GMax. Installations over 1,800 sq ft will have seams in the finished surface.	\$42,874.00	\$42,874.00
1.00	Security	Security guard for poured-in-place surfacing during 8 hour curing time, under normal weather conditions. Temporary fencing (at an additional cost) may be needed in certain circumstances. *If you elect to decline a security guard, a security opt out waiver will be required.	\$900.00	\$900.00
1.00	Bond	Payment and Performance Bonds	\$10,106.25	\$10,106.25

**Total Quote Amounts**

County/ City Tax	Sonoma County/ Santa Rosa	Materials Amount	\$203,410.00
Tax Rate	9.2500%	Tax Amount	\$18,815.43
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$109,081.25
		Freight Amount	\$15,677.00
		<b>Total</b>	<b>\$346,983.68</b>

**Notes to Customer**

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: Quote does not include engineering calculations, security, storage, permits, or inspection unless otherwise noted. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate. Sales tax will be based on the current rate at the time of shipping, not the order date. Customer will be expected to cover these, or any changes, to sales taxes. Your purchase is subject to the terms and conditions of this quote. Approval of this quote agrees to those terms.

If ordering materials after the quoted expiration date, please contact your sales representative for current pricing. Due to material cost increases and a fluid pricing environment, Ross Recreation may not be able to hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- PO, signed quote or contract
- Color selections and/or approved submittals
- Acceptance of delivery when materials or equipment is ready to ship. Products cannot be held nor stored

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation, nor our subcontractors, are signatory to any unions; however, compliance with prevailing wage rate requirements will occur and all labor quoted on this proposal includes pricing to comply with project stabilization agreement provided.

Labor costs quoted and contracted are valid for six months. If the duration and/or timeline of the project and Ross Recreation's start date is extended beyond six months from the time of an executed contract, additional costs may be incurred to reflect current labor costs and pricing.

Prepared By Alex Hailey  
 Email alexh@rossrec.com



Opportunity Name Biella ES Playground
Quote Name Biella Playground - PIP Option
Quote Number 00043572
Quote Date 2/8/2024
Quote Exp Date 3/9/2024
Est Lead Time Check with Sales Rep

Bill To Name Santa Rosa City Schools
Bill To 211 Ridgway Avenue
Santa Rosa, California 95401-4386
United States

Ship To Name Albert Biella Elementary Sch
Ship To 2140 Jennings Ave
Santa Rosa, California 95401
United States

Signature \_\_\_\_\_
Name \_\_\_\_\_
Title \_\_\_\_\_
Date \_\_\_\_\_

Prepared By Alex Hailey
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