

Contract Number:

1



PO BOX 1000
SANTA ROSA, CA 95402

250 D ST. SUITE 210
SANTA ROSA, CA 95404

April 26, 2024

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

Re: Fee Adjustment in Accordance with Exhibit B of Agreement

Dear Erik,

With this invoice we have adjusted the fee for architectural services in accordance with Section 2.5.2 of the Master Agreement for A/E Services. The attached revised Exhibit B from our Project Assignment Agreement has been updated to reflect the current GMP bid award for the updated scope of work on the Helen Lehman Elementary School Project. Please let me know if you have any questions.

Thanks,

Douglas Hilberman
President

Encl: Exhibit B Revised

Exhibit B: Architectural/Engineering Fee Schedule

Agreement between City of Santa Rosa Elementary School District and AXIA Architects

4/26/2024

Helen Lehman Elementary School Roofing and HVAC Project

FRC Adjusted GMP Construction Costs:			\$	5,388,296	
Architectural and Engineering Fees - Basic Services:					
Architectural and Basic Consultants: Helen Lehman Elementary School					
First	\$500,000 @	12%	\$	500,000.00	\$60,000
Next	\$500,000 @	11.5%	\$	500,000.00	\$57,500
Next	\$1,000,000 @	11.0%	\$	1,000,000.00	\$110,000
Next	\$4,000,000 @	10.0%	\$	3,388,295.81	\$338,830
Next	\$4,000,000 @	9.0%			
			\$	5,388,296	
Total Initial Fee for Architectural and Engineering Basic Services:					\$566,330

GMP	\$	6,765,069.55
Allowance 3	\$	(1,000,000.00)
Contingency	\$	(257,101.74)
Division 32 Items	\$	(67,500.00)
Division 2 Items	\$	(24,672.00)
Division 1 Items	\$	(27,500.00)
	\$	5,388,295.81

Contract Number:

2



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April 26, 2024

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Erik Oden, Director of Maintenance and Operations
211 Ridgway Ave
Santa Rosa CA 95401

Re: Fee Adjustment in Accordance with Exhibit B of Agreement

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Thanks,

Douglas Hilberman

Douglas Hilberman
President

Encl: Exhibit B Revised

Exhibit B: Architectural/Engineering Fee Schedule

Agreement between City of Santa Rosa Elementary School District and AXIA Architects
4/26/2024

Rincon Valley Middle School Roofing and HVAC Project

Arntz Builders Adjusted GMP Construction Costs:		\$	18,198,730	
Architectural and Engineering Fees - Basic Services:				
<u>Architectural and Basic Consultants: Rincon Valley Middle School</u>				
First	\$500,000 @	12%	\$ 500,000.00	\$60,000
Next	\$500,000 @	11.5%	\$ 500,000.00	\$57,500
Next	\$1,000,000 @	11.0%	\$ 1,000,000.00	\$110,000
Next	\$4,000,000 @	10.0%	\$ 4,000,000.00	\$400,000
Next	\$4,000,000 @	9.0%	\$ 12,198,730	\$1,097,886
			\$ 18,198,730	
Total Fee for Architectural & Eng. Basic Design Services:				\$1,725,386

GMP	\$	18,832,958.00
Owners Contingency	\$	(634,228.69)
Fee Basis	\$	18,198,729

Contract Number:

3



**PROFESSIONAL SERVICES
AGREEMENT**

By and Between

KEYANALYTICS

and

SANTA ROSA CITY SCHOOLS

Dated April 1, 2024

THIS AGREEMENT, commencing on April 1, 2024, by and between Santa Rosa City Schools, located in Sonoma County, California, comprised of an elementary school district and a high school district with a common Board of Education and administration, duly organized under the laws of the State of California (the “CITY SCHOOLS”), and C Financial Investment, Inc., a California corporation d.b.a. **KEYANALYTICS** (the “CONSULTANT”).

WITNESSETH

WHEREAS, the CITY SCHOOLS has determined it has an immediate and ongoing need for the CONSULTANT to provide the professional consulting services set forth in Section I of this AGREEMENT including the referenced Exhibits attached hereto;

WHEREAS, the CITY SCHOOLS has determined it intends to utilize CONSULTANT’s **Keystone Reporting Platform** at the “**Standard Plus Service**” level— including assistance with uploading and reconciliation of data, system management, reporting, CBOC reporting, cash flow monitoring and additional consultant support time and assistance;

WHEREAS, the CITY SCHOOLS and the CONSULTANT have reasonably concluded that the described services herein do not currently constitute municipal advisory services as the term is applied by the SEC and the MSRB to firms acting as an advisor in connection with the analyzing, structuring or advising on matters related to the structuring and/or issuing of municipal securities;

WHEREAS, the CONSULTANT has disclosed that it is specifically not qualified to provide legal or investment advice related to legal matters that impact the use or restrictions of certain funds or the investment of any CITY SCHOOLS funds as part of its services hereunder;

WHEREAS, the services required and described in this AGREEMENT are highly specialized and are not otherwise required by the CITY SCHOOLS except during periods when capital facilities are being funded and expended for its School Funding Program (“SFP”), for the ongoing maintenance and compliance related to any resulting municipal issuances, and/or State SFP applications; and

NOW, THEREFORE, it is mutually agreed as follows:

The CITY SCHOOLS hereby retains the CONSULTANT to perform the services, upon the terms, subject to the conditions, and in consideration of payments as hereinafter set forth.

I. SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall perform the services (“Consulting Services”) set forth in the statement of work (the “Statement of Work”) that is attached as Exhibit A to this AGREEMENT in a diligent manner consistent with the usual and customary professional standards. This AGREEMENT and the Statement of Work shall be referred to collectively herein as the “AGREEMENT”.

The CONSULTANT may be directed by the CITY SCHOOLS in writing to perform supplemental tasks, analyses, expert testimony, or assignments related to the provision of the services in this AGREEMENT (“Special Related Consulting Services”). Such Special Related Consulting services are intended to supplement the Consulting Services as described herein as circumstances may, from time-to-time, require assistance with matters related to but not contemplated by this AGREEMENT.

II. COMPENSATION FOR SERVICES RENDERED

A. FEES

The CITY SCHOOLS shall pay CONSULTANT a fee computed according to the fee schedule incorporated into the attached Statement of Work (“Fee Schedules”) for the Consulting Services rendered. The CITY SCHOOLS agrees to pay, and the CONSULTANT agrees to receive as full compensation, for the rendering of any additional Special Related Consulting Services requested and approved by the CITY SCHOOLS, based on the time and materials expended at a rate of \$250 per hour plus expenses as described herein.

B. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Unless otherwise stated within the Fee Schedule, CONSULTANT shall be reimbursed for out-of-pocket expenses, which include extraordinary travel expenses, charges for outside services specifically requested by the CITY SCHOOLS, filing fees, other printing charges and other like expenditures -- provided that if any individual expense exceeds \$500.00, the CONSULTANT shall obtain the PRIOR WRITTEN APPROVAL of the CITY SCHOOLS’s superintendent, chief business officer or facility planning representative -- each of whom shall be a CITY SCHOOLS employee. The CONSULTANT shall be reimbursed for such expenses upon submitting an itemized statement, therefore. These expenses shall be billed no more frequently than quarterly, if incurred, and payable within thirty (30) days of receipt of the CONSULTANT’s invoice.

C. INVOICES

Unless otherwise stated within the Fee Schedules, on or about the 10th day following each calendar quarter during which Consulting Services are rendered hereunder, CONSULTANT shall deliver to CITY SCHOOLS an invoice for the Consulting Services performed and any approved reimbursable expenses incurred in the prior quarter. All fees and reimbursable expenses shall be payable within thirty (30) days of receipt of the undisputed CONSULTANT’s invoice.

III. OTHER MATTERS

A. The CITY SCHOOLS Facilities Data Stored on DATA VAULT: The CONSULTANT will provide CITY SCHOOLS access to the CONSULTANT’S proprietary online **DATA VAULT** to manage,

tag, upload, organize and store important documentation required for bond audits, OPSC closeout audits, Federal reporting obligations and local CITY SCHOOLS revenue/funding sources compliance requirements. CONSULTANT shall take commercially reasonable steps to protect such data from loss or theft but shall not take extraordinary measures to protect data stored in the vault.

The CITY SCHOOLS is advised to retain copies of items stored in the vault and only to store non-confidential documents as part of utilizing this service.

- B. Severability:** Should any portion of the AGREEMENT be invalidated through legal proceedings; the remaining portions of the AGREEMENT shall remain valid and binding upon both parties.
- C. Sub-consultants:** The CONSULTANT may utilize inputs and data provided by the CITY SCHOOLS, CITY SCHOOLS consultants, or other third parties retained by the CONSULTANT without or at the direction of the CITY SCHOOLS. The CONSULTANT agrees that all payments to such sub-consultants retained by the CONSULTANT shall be the sole responsibility of the CONSULTANT.
- D. Independent Contractor Status:** The CONSULTANT and any and all agents and employees of CONSULTANT shall perform the services required pursuant to this AGREEMENT as an independent contractor, not as officers, employees or agents of the CITY SCHOOLS. In providing the Consulting Services contemplated by this AGREEMENT, the CONSULTANT shall maintain a professional working relationship with the CITY SCHOOLS.
- E. Indemnity:** The CONSULTANT shall indemnify, defend and hold the CITY SCHOOLS, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in court action with or in any manner arising out of the CONSULTANT'S performance of, or failure to perform, any of the duties contemplated by this AGREEMENT, unless such failure was caused in whole or in part by a negligent act or omission of the CITY SCHOOLS.

The CITY SCHOOLS shall indemnify and hold the CONSULTANT, its officers, agents and employees harmless from any and all actions or omissions to act which are the responsibility, in whole, or in part, of the CITY SCHOOLS. The obligation to indemnify and hold a party harmless as set forth herein shall include payment of any and all attorney's fees and other expenses which are the subject of such agreement to indemnify and hold harmless, in addition to any damages actually incurred.

- F. Taxes:** The CONSULTANT shall be liable and solely responsible for paying all required taxes, including, but not limited to, federal and state income taxes and social security taxes, on all amounts payable to the CONSULTANT. All payments to the CONSULTANT shall be reported to the appropriate State and Federal tax authorities as required.

- G. Amendment:** THIS AGREEMENT cannot be changed or supplemented orally and may be modified only by written instrument executed by all parties.
- H. Compliance with Law:** While performing the Consulting Services contemplated by this AGREEMENT, the CONSULTANT and the CITY SCHOOLS agree to comply with all applicable laws and regulations.
- I. Work Records:** All documents developed under this AGREEMENT are and shall become the property of the CITY SCHOOLS. It is understood that and agreed that the CITY SCHOOLS'S right to documents produced by the CONSULTANT pursuant to this AGREEMENT shall not include an ownership interest, license or possession of any computer models, or databases.

The CONSULTANT shall be entitled to retain copies of all such documents and materials for a period of up to five (5) years following termination or expiration of this AGREEMENT. However, the data files shall remain the property of the CITY SCHOOLS.

- J. Entire Agreement:** This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral relating to the Consulting Services to be provided in the AGREEMENT. Prior agreements not directly related to the services to be provided in this AGREEMENT shall remain in full force and effect.
- K. Successors and Assigns:** The CITY SCHOOLS and the CONSULTANT each bind themselves, their partners, successors, legal representatives, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither the CITY SCHOOLS or the CONSULTANT shall assign or transfer their interest in the AGREEMENT without the consent of the other.
- L. Execution of the AGREEMENT in Counterparts:** This AGREEMENT may be executed in several counterparts each of which shall be an original. Electronic signatures may be provided to this AGREEMENT or any amendment thereto consistent with the provisions of the California Uniform Electronic Transactions Act.
- M. Term of the AGREEMENT –** The term of the AGREEMENT shall be five (5) years commencing on the date of signing hereof.
- N. Renewal of the AGREEMENT –** At the expiration of the initial term, this AGREEMENT shall automatically be renewed on a month-to-month basis unless otherwise terminated or extended for a longer term by the mutual consent of the parties. Any renewal shall be considered an extension of the original agreement for the purposes of calculating fees.
- O. Termination of the AGREEMENT:** This AGREEMENT, after an initial period of three years, may be terminated by either party, without cause, upon thirty (30) days written notice of either the CITY SCHOOLS or the CONSULTANT.

All fees (other than hourly fees that shall be paid on an hourly basis notwithstanding termination) shall be prorated according to the percentage of work completed by the CONSULTANT on the date of CITY SCHOOLS termination of other consulting services to be provided under this AGREEMENT and are due and payable no later than the effective date of termination.

- P. Fee Disputes:** The parties agree to work cooperatively to resolve any fee disputes that arise during the term of this AGREEMENT. Should such efforts fail to resolve any dispute(s), the parties agree that any legal costs incurred to enforce the terms of this agreement shall be recoverable by the prevailing party.
- Q. Notices:** Except for invoices submitted by the CONSULTANT, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed or send by electronic transmission to such party at their respective addresses as follows:

If to CITY SCHOOLS:

Lisa August
Associate Superintendent of Business Services
Santa Rosa City Schools
110 Stony Point Road, Suites 210 & 225, Santa Rosa, CA 95401
707-890-3800 x80201
laugust@srcs.k12.ca.us

If to CONSULTANT (Send to Both):

Patty Paulsen
Senior Vice President,
KeyAnalytics,
A Division of California Financial Services
310 Cardiff Court
Granite Bay, CA 95746
Phone: (916) 813-2765
ppaulsen@calschools.com

Steven Gald
Vice President, Public Finance
KeyAnalytics,
A Division of California Financial Services
555 Corporate Drive Suite 100
Ladera Ranch, California 92694
Phone: (949) 282-1077
sgald@calschools.com

IV. DISPUTE RESOLUTION

The CITY SCHOOLS and the CONSULTANT shall use good faith efforts to resolve all disputes informally through direct discussions between the CITY SCHOOLS and a representative of the CONSULTANT to be appointed by the CONSULTANT for this purpose.

If the parties cannot resolve their dispute by direct consultation, the dispute shall be referred to mediation through the offices of Judicial Arbitration and Mediation Services (JAMS) at the JAMS office which is geographically most closely located to the chief administrative office of the CITY SCHOOLS. The parties shall jointly attempt to agree on a mediator from a list of mediators provided by JAMS but if they cannot so agree, they shall request that JAMS provide the parties with a list of potential mediators containing an odd number of not less than five, and the CITY SCHOOLS and the CONSULTANT shall alternatively strike one name from the list with the last remaining name deemed to be the mediator selected by the parties.

If the dispute is not resolved in mediation, the matter shall then be submitted to binding arbitration through JAMS and such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures.

Nothing contained herein shall limit either party from seeking injunctive or equitable relief from a court of competent jurisdiction, provided that such injunctive or equitable relief shall be solely in addition to, and not in substitution for the dispute resolution process otherwise provided herein. The prevailing party in any arbitration or litigation procedure shall be entitled, in addition to any other relief to an award of reasonable attorney's fees incurred.

IN WITNESS WHEREOF, the CITY SCHOOLS has caused these presents to be properly executed and the CONSULTANT has caused this AGREEMENT to be properly executed, as of the date hereinabove set forth.

SANTA ROSA CITY SCHOOLS

By: _____

Lisa August, Associate Superintendent, Business Services

C FINANCIAL INVESTMENT, INC., DBA KEYANALYTICS

By:  _____

Steven Gald, Executive Vice President

EXHIBIT A
STATEMENT OF WORK

KEYSTONE SOLUTIONS

***Capital Facilities Financial Management,
Project Tracking/Reporting &
Ongoing Compliance Support Services***



STATEMENT OF WORK

KEYSTONE SOLUTIONS PROJECT TRACKING AND REPORTING SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall provide its ***KeyStone Solutions Project Tracking, Reporting and Compliance Services*** needed to assist the CITY SCHOOLS in developing, implementing, and overseeing a ***Facilities Financial Management, Reporting and Compliance System*** that is integrated with the CITY SCHOOLS' existing fiscal system. The CONSULTANT shall receive financial data from the CITY SCHOOLS at least monthly in a form exported from the CITY SCHOOLS's fiscal system to be uploaded by the CONSULTANT to its proprietary ***Keystone Reporting Platform***. The ***Keystone Reporting Platform*** is designed to support and enhance the ability of the CITY SCHOOLS needs, for tracking all major aspects of its General Obligation Bonds and any other Capital Facility Funds.

Set forth below are the major service areas and requirements that the CONSULTANT will assist the CITY SCHOOLS with under this AGREEMENT.

I. PROJECT TRACKING AND REPORTING SERVICES AT STANDARD PLUS LEVEL

The project tracking and reporting support services consist of the following:

- A. TRACKING MULTIPLE REVENUE SOURCES:** The CONSULTANT will track the revenue/funding sources that are being used to fund a portion and/or all of the authorized bond projects, including each G.O. Bond Series issued, and any new bond measures and any other Capital Facility Funds revenue/funding sources flowing through the General Ledger accounts, as applicable.
- B. PROJECT BUDGETS:** The CONSULTANT will coordinate the development of budget categories for each project, project component, and revenue/funding source and customize the setup to the CITY SCHOOLS Chart of Accounts. The CONSULTANT will assist in tracking the project **BUDGETS**, changes to the budgets, and the impact of those changes to the CITY SCHOOLS' overall revenue on a cumulative basis.
- C. PROJECT EXPENDITURES:** The CONSULTANT will assist in tracking the project **EXPENDITURES** from each revenue/funding source individually and on a **CUMULATIVE** basis, from project inception to closeout.
- D. PURCHASE ORDERS AND CONTRACTS:** The CONSULTANT will track **PURCHASE ORDERS** and **CONTRACTS** from each revenue/funding source on a cumulative basis.
- E. INVESTMENT EARNINGS, TRANSFERS, AND DEPOSITS:** The CONSULTANT will track investment earnings, transfers, deposits, and other fund account activities from each

revenue/funding source flowing the accounts described in section I(A) above on a cumulative basis.

- F. **ELECTRONIC DATA UPLOADS:** The CONSULTANT will electronically **UPLOAD** financial data directly from the CITY SCHOOLS fiscal system export files **without** the need for manual entry or change to the CITY SCHOOLS accounting procedures and internal controls. This upload feature eliminates the need for CITY SCHOOLS staff to double enter their fiscal data to another system.
- G. **CASH RECONCILIATION:** The CONSULTANT will **RECONCILE** each funding source with the CITY SCHOOLS fiscal system export files and reconcile to 9110 cash balances, receivables, liabilities, revenues, encumbrances, and expenditures in each period for accuracy. This feature will enable the CITY SCHOOLS to avoid **OMISSIONS** of expenditures or other transactions that affect CITY SCHOOLS balances.
- H. **SPECIALTY REPORTS:** Under the CONSULTANT'S Operational Support Services, the CITY SCHOOLS will have access to specialty reports that are designed to meet the need for information from a summary, Board update level, to a transactional, staff and auditor detail level. Reports can be filtered at many different levels creating various report options.
- I. **SORT AND GROUP DATA:** The *Keystone Reporting Platform* will provide the CITY SCHOOLS with tools and reports to **SORT** and **GROUP** each funding source in a variety of ways from a **MICRO** transaction level to a **MACRO** program level.
- J. **SECURE ONLINE ACCESS:** The CONSULTANT'S Operational Support Systems will provide the CITY SCHOOLS' **AUTHORIZED** staff and facilities team with **SAFE** and **SECURE** access to the *Keystone Reporting Platform* from anywhere an internet connection is available.
- K. **NO EXTRA FEES:** The CONSULTANT will **not** charge any additional fees for licensing, equipment, support and maintenance, web user fees, system upgrades.
- L. **MONTHLY FACILITY PROJECT SUMMARY REPORT** - The CONSULTANT will provide a monthly Facility Project Summary Report identifying budgets, encumbrances, disbursements, and remaining balances for each school project component of the CITY SCHOOLS construction program.
- M. **CASH FLOW SNAPSHOT REPORTS** - Assist in preparing periodic Cash Flow Snapshot Reports as needed that incorporate project budgets, encumbrances, budgets remaining, future revenue sources into a cohesive and concise report to assist the CITY SCHOOLS with the strategic cash flow position of its multi-project and multi-revenue source programs.

- N. **OPTIONAL COMPREHENSIVE CASH FLOW FINANCIAL MASTER PLAN REPORTS** - Assist in preparing periodic, multi-year Cash Flow Financial Master Plan Reports as requested that incorporate project budgets, encumbrances, cost to complete estimates, quarterly draw-down schedules provided by the CITY SCHOOLS or third party consultant, future revenue sources into a cohesive report in order to assist the CITY SCHOOLS with the long-term strategic cash flow analysis of its multi-year, multi-project and multi-revenue source programs. This Comprehensive service will be billed at \$250 an hour as requested by the CITY SCHOOLS.

II. PROPOSITION 39, STATE AND LOCAL COMPLIANCE SERVICES

These compliance support services consist of the following:

- A. **CITIZENS' OVERSIGHT COMMITTEE REPORTING REQUIREMENT:** The CONSULTANT will provide the **CITIZENS' OVERSIGHT COMMITTEES** ("COC") with accurate and concise expenditure reports that are mandated by the Proposition 39 statutes on a quarterly basis. These reports include the CITY SCHOOLS Board approved priority bond projects, project budgets, bond funding sources, encumbrances and detailed project expenditures. The monthly fee includes attendance at the initial COC meeting at no additional charge at the District's request. Attendance at future COC meetings will be billed at the hourly rate of \$250 including travel time.
- B. **G.O. BOND PERFORMANCE AUDIT REQUIREMENT:** The CONSULTANT will assist the CITY SCHOOLS'S independent auditors as needed with the financial information to prepare the annual Performance Audit that is mandated by the Proposition 39 statutes regarding the Bond projects.
- C. **OPSC EXPENDITURE REPORTING REQUIREMENTS:** For State eligible projects, the CONSULTANT will assist the CITY SCHOOLS with tracking project **EXPENDITURES** in the OPSC reporting format on a **CUMULATIVE** basis as needed.
- D. **OPSC ANNUAL FILINGS REQUIREMENTS:** For State eligible projects, the CONSULTANT will coordinate preparation of the State's **ANNUAL** and **FINAL** expenditure reports and **50-06 FORMS** according to OPSC defined categories and guidelines as needed.
- E. **OPSC CLOSEOUT AUDIT REQUIREMENTS:** For State eligible projects, the CONSULTANT will assist the CITY SCHOOLS and its SFP consultants with the OPSC **CLOSEOUT** audit as needed.
- F. **TAX CERTIFICATE RECORDKEEPING AND ALLOCATION REQUIREMENT:** In addition to managing the tracking of the Bond and other revenue/funding sources, the CONSULTANT will provide the CITY SCHOOLS access to its proprietary **DATAVAULT**, which is a paperless data repository system for tagging, cataloging, and storing important documents for

general record keepings as well as retrieval of important documents for the bond and in the event of a potential audit by the OPSC and the IRS.

COMPENSATION FOR STANDARD PLUS SERVICES

The CITY SCHOOLS agrees to pay, and the CONSULTANT agrees to receive as full compensation for the rendering of the ***KeyStone Solutions Project Tracking, Reporting and Compliance Services*** at the **Standard Plus Level**, as described above, the following amounts:

- A. MONTHLY FEE:** A monthly fee of **\$4,500** for the above CONSULTANT's ***KeyStone Project Tracking, Reporting and Compliance Services*** including 10 hours each month (non-cumulative and net of time expended on uploads and data management) of System Consulting Oversight Services to provide general support and assistance in reconciling future financial data and preparing reports for CITY SCHOOLS staff, CITY SCHOOLS auditors, and the COC's as directed by the CITY SCHOOLS. The monthly fee excludes CFD Trustee accounts tracking and statement entry. Additional consulting services can be provided at the CITY SCHOOLS's request on a fee basis of \$250 per hour.
- B. STAFF TRAINING:** The CONSULTANT will provide the CITY SCHOOLS one on-site staff training session and unlimited remote training sessions regarding the use and access to the proprietary ***Keystone Reporting Platform*** as needed at no additional expense. Additional on-site training sessions can be provided at the CITY SCHOOLS's request on a fee basis of \$250 per hour including travel time.
- C. PAYMENT OF FEES:** Such fees are payable quarterly by the CITY SCHOOLS to the CONSULTANT from the inception of the program until the final project expenditure report is completed, which will be billed quarterly through the final day of ***March, June, September and December*** of each year.
- D. OTHER REQUESTED SPECIAL RELATED CONSULTING SERVICES:** A fee of \$250 per hour for assistance by the CONSULTANT for any special data requests and other Special Related Consulting Services requested and approved in advance by the CITY SCHOOLS.
- E. DATA VAULT STORAGE:** Storage of CITY SCHOOLS Program documentation for seven (7) years is included in the above annual fee for services for so long as the CONSULTANT is continuously providing ***KeyStone Solutions Operational Support Services*** set forth in this AGREEMENT. *After seven (7) years, the CITY SCHOOLS may maintain its active **DATA VAULT** and have access to the system on a read-only basis for a fee of \$250 per year or request the CITY SCHOOLS data be transferred to a storage medium provided to the CONSULTANT by the CITY SCHOOLS.*

III. KEYDOCS ELECTRONIC FORMS ROUTING & E-SIGNATURE MODULE AND KEYREQS MODULE (OPTIONAL)

KEYDOCS/KEYREQS: The CITY SCHOOLS will be given access to the CONSULTANT'S **KEYDOCS** and **KEYREQS Purchase Order and Payment Request Modules for electronic processing of transactions.** These modules are the integrated document routing and e-signature platforms for all necessary Construction Management forms, CITY SCHOOLS documents, processing Purchase Order and Payment Requests and storage in a web-based electronic repository ("Data Vault") for permanent electronic storage of the CITY SCHOOLS'S key School Facility Program documents. The charge for this service is \$2,500 per year.



Jonette Johnson <jonette.johnson@vpcsonline.com>

Key Analytics Contract and Invoicing

Patricia Paulsen <ppaulsen@calschools.com>
 To: Jonette Johnson <jonette.johnson@vpcsonline.com>
 Cc: Brian Cameron <brian@vpcsonline.com>

Fri, May 3, 2024 at 4:12 PM

Hi Jonette,

I just wanted to clarify what you need when you say proposal, or do you need the contract?

The basic proposal for the rest of this fiscal year and the next three years would be as follows:

April 1, 2024 – June 30, 2024 - \$4,500 x 3 months	= \$13,500
July 1, 2024 – June 30, 2025 - \$4,500 x 12 months	= \$54,000
July 1, 2025 – June 30, 2026 - \$4,500 x 12 months	= \$54,000
July 1, 2026 – June 30, 2027 - \$4,500 x 12 months	= <u>\$54,000</u>
Total through 6/30/2027	= \$175,500

Attached is the updated contract with a date of 4/1/2024.

Under the Terms, Renewal and Termination, the District can terminate the contract without cause after three years as shown in the provisions below.

- M. Term of the AGREEMENT** – The term of the AGREEMENT shall be five (5) years commencing on the date of signing hereof.
- N. Renewal of the AGREEMENT** – At the expiration of the initial term, this AGREEMENT shall automatically be renewed on a month-to-month basis unless otherwise terminated or extended for a longer term by the mutual consent of the parties. Any renewal shall be considered an extension of the original agreement for the purposes of calculating fees.
- O. Termination of the AGREEMENT:** This AGREEMENT, after an initial period of three years, may be terminated by either party, without cause, upon thirty (30) days written notice of either the CITY SCHOOLS or the CONSULTANT.

Please let me know if this will work or if we need to make additional changes. Steven Gald has signed the contract so I will need to go back to him if we make further changes.

Thanks,

Patty

Patricia L. Paulsen, CPA

Senior Vice President

C: (916) 813-2765 P: (916) 733-0400

E: ppaulsen@calschools.com W: www.keyanalytics.org



As an employee of KeyAnalytics, a division of C Financial Investment Inc., I provide administrative support only and do not provide municipal advisory services to current or potential municipal advisory clients in any capacity.

[Quoted text hidden]



Santa Rosa City Schools KeyAnalytics Contract 4-1-24.pdf

584K

Contract Number:

4



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

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

1. Project Description.

Herbert Slater Middle School All Access Restroom Modernization

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

Basic Services Phases

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

Design Consultants Included in Basic Services

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

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

4. Project Construction Budget. Two Million, one hundred and seven thousand Dollars (\$2,107,000)

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

6. Architect Compensation:

A. Contract Price. \$210,000 Lump Sum Not to Exceed.

B. Payment Method:

Allocation of Contract Price to Phases of Basic Services.

Schematic Design	0%
Design Development	20%
Construction Documents	43 %
Government Approvals	2%
Bidding	5%
Construction	25%
Post-Construction	5 %

or

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

C. Additional Services Rate Schedule:

Architect Personnel

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

Design Consultants Personnel

O’Mahoney and Myer – Electrical Engineering
Costa Engineers – Mechanical and Plumbing Engineering
ZFA Structural Engineers - Structural Engineering
Brelje and Race Engineers – Civil Engineering

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	3/15/2024	5/15/2024
Initial Design Development Phase		
Final Design Development Phase	5/15/2024	6/15/2024
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: 6/15/2024 Constructability Review: 6/15/2024	Value Engineering: 7/1/2024 Constructability Review: 7/1/2024
Initial Construction Documents Phase	7/1/2024	8/7/2024
Final Construction Documents Phase	8/7/2024	9/15/2024

Construction Drawings Value Engineering; Constructability Review	Value Engineering: 9/15/2024 Constructability Review: 9/15/2024	Value Engineering: 10/1/2024 Constructability Review: 10/15/2024
Bidding	TBD	
Construction	5/15/2025	8/15/2025
Post-Construction	8/15/2024	10/1/2024


Dated: March 11, 2024

SANTA ROSA HIGH SCHOOL DISTRICT/

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS

By:  _____

Title: Aaron Jobson
President/CEO



April 2, 2024

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

RE: Herbert Slater Middle School All Access Restroom DD-CO
Project No.: 2330.00

Dear Erik,

We are pleased to provide you with a proposal to complete the design and construction phases of the All Access Restrooms at Herbert Slater Middle School. Based on our meeting with the District and site staff, QKA will provide architectural services to convert two large student restrooms and one staff restroom into large all access restrooms. The project will also include ADA path of travel improvements as required by DSA. These projects were identified as high priority items in the Facilities Master Plan and included in the Implementation Plan. Based on the estimate that we received from our estimator on the schematic design of the project, the Construction Cost Budget is \$2,107,000, this accounts for the improvements identified in the FMP and additional scope for required ADA path of travel improvements. These services are to be provided under the terms of our Master Agreement for Architectural Services dated July 14, 2023. We propose the scope of work, compensation and schedule as follows:

Scope of Work:

QKA will provide full architectural design services from Design Development through Construction Administration and project closeout. The project will consist of two construction phases but be submitted and approved as one drawing package and application to DSA and completed under one Construction Contract. Basic Services will be provided in each phase as described in the attached scope of services memo.

QKA will provide the following engineering and consultant services as part of the proposed fee:

- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Civil Engineering
- Cost Estimating
- Energy Consultant

QKA will provide progress submittals at 100% Design Development and 100% Construction Documents (DSA Submittal) including drawings and/or project narrative/specifications for architectural

and all engineering disciplines as well as a cost estimate confirming the project budget according to the proposed schedule below.

Compensation:

QKA proposes a fixed fee for this work of \$210,000. This includes all engineering consultants described above and all reimbursable expenses per the terms of our Master Agreement. The fee will be billed monthly on a percentage of completion basis according to the following percentage breakdown by phase:

Phase	Percentage of fee
Design Development	20%
Construction Documents	43%
Government Approvals	2%
Bidding and Negotiations	5%
Construction Administration	25%
Closeout	5%

This fee is based on the scope of work and project budget described above. If the scope of work changes significantly from the basis of this proposal QKA will provide a proposal for additional services according to the terms of the Master Agreement.

Schedule:

We can begin work on this immediately upon approval of our agreement and propose the following schedule milestones to be finalized in collaboration with the District team:

Phase	Completion Date
Design Development	June 2024
Construction Documents	September 2024
DSA Review and Approval	December 2024
Construction of First set of Restrooms	Spring 2025
Construction of Second two sets of Restrooms	Summer 2025

Exclusions:

The following scope of work not included in this proposal, but can be provided as an additional service according to the terms of the Master Agreement:

- Engineering Design Criteria Report (EDCR): An EDCR may be required by DSA to identify required structural upgrades to ensure seismic safety. This requires a special report and submittal and approval by DSA according to the requirements of IR EB-3 and IR EB-4. QKA and our Structural Engineer will conduct an evaluation to determine if this process will be

required at the start of the project. If required we will provide an additional services proposal for this additional scope of work.

- Fire Protection Engineering: We do not anticipate that fire sprinklers will be required. If at a later date it is determined that they will be required we will provide the required engineering as an additional service.

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

Sincerely,



Aaron Jobson, AIA, ALEP
President/CEO

cc: Van Pelt Construction Services
encl. Scope of Services Appendix, Project Assignment form

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

SCOPE OF SERVICES APPENDIX

Architect's Basic Services shall consist of the following items and those services further specified in the Task and Responsibilities Matrix at the end of this section:

- a. Design Development Phase:** From the approved schematic design studies Architect shall prepare the design development documents consisting of site and floor plans, elevations and other drawings and documents sufficient to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, kinds of materials and outline specifications, all for approval by District. Architect shall also provide District with a revised and updated written estimate of probable construction cost. Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies.
- b. Construction Documents Phase:** From the approved design development documents, Architect shall prepare complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the Architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for approval by District. Architect shall assist the District and the District's Construction Manager with the preparation of Bid Documents. Architect shall assist District in filing any documents needed for obtaining the approval of any governmental authorities or other agencies having jurisdiction over the Project. Architect shall include with the delivery of the final form of construction documents Architect's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions. When the Project involves a school building, Architect shall make best efforts to ensure that the construction documents receive all required DSA - approval prior to bidding and shall ensure that DSA approval is obtained prior to Board approval of the construction contract.
- c. Bid Phase:** Following District's approval of construction documents and District's acceptance of Architect's final estimate of probable construction costs and agency approval of construction documents, Architect shall reproduce the plans, specifications and construction contract documents in the required number and assist District in dissemination of plans, specifications and construction contract documents among interested contractors; in obtaining bids, and in award and preparation of the construction contract and the notice to proceed. Architect shall schedule advertising and bidding sufficiently in advance of the regular meeting of District's Governing Board to allow time for any bid protest that may arise to be handled in conformance with the approved bid protest procedures. District direction of Architect to provide bidding documents prior to agency approval is recognized as an additional service.
- d. Construction Phase:** The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:

 - (1) Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.

- (2) Advise and consult with and serve as representative of District in dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract. However, all change orders affecting price shall be approved or ratified by the Governing Board of the District.
- (3) Provide general direction to any Project inspector employed by and responsible to District as required by applicable law.
- (4) Provide assistance to District for District to direct the contractor in the preparation of a set of drawings indicating exact location of buried utility lines and any other subsurface structures (as-built dimensions) which shall be forwarded to District upon completion of the Project.
- (5) Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the DSA approved plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over nor charge of, nor be responsible for, the contractor's construction sequences or procedures nor for safety precautions and programs in connection with the contractor's work.
- (6) Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies.
- (7) Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of matters which may affect the construction schedules.
- (8) Promptly notify District of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject the work or materials or both which do not so conform. Architect shall promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract document. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the negligent acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.
- (9) Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.
- (10) Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in the amount Architect determines is proper under the contract documents.

Architect's approvals shall constitute representations to District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of Architect's knowledge, information and belief, the quality of the contractor's work is in accordance with the contract documents. Architect's approvals shall not be representations that Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (d) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

(11) Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.

(12) After notice and approval by District, Architect shall have authority to reject work that does not conform to the contract documents. Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

(13) Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect shall respond to contractor's requests for information relating to the construction documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions nor, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(14) Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

- (15) District shall require each contractor to provide District with record drawings indicating the location and size of all underground or imbedded construction and utility connections or other subsurface structures or installations not covered in the original drawings, change orders, supplemental drawings, or shop drawings. District shall require the contractor to record such construction on reproducible drawings furnished to the contractor by District. Architect shall review the contractor's completed record drawings for general completeness based on Architect's site visits. Such a review by Architect shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.
- (16) Provide a color schedule of all finished materials in the project for District's review and approval.
- (17) Make final detailed on-site review of the work with representatives of District and contractor, including preparation of punch list.
- (18) Collect from contractor and deliver to District all written guarantees, warranties, instruction books, diagrams, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.
- (19) Determine the date of final completion based on full completion of all punch list items and all requirements of the Project contract, and issue Architect's certificate of completion and final certificate for payment.
- (20) Architect provided and administrated web-resident data base shall be utilized for construction clarifications, modifications, and submittal review by Owner and Contractor(s). Architect will provide required program training and access to Project data base. Use of any additional construction administration data base shall be compensated as an additional service.

e. Post-construction Phase: After completion of Construction Phase services, Architect shall be available for reasonable consultation relating to the Project and the plans drawn by Architect and any disputes related thereto. Architect may be required to provide to the District a written detailed analysis of Contractor claims as they relate to the plans and specifications. Architect shall attend meetings, at the request of District, relating to completion of any punch list or lists; relating to any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or relating to any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Above mentioned consultation from the Architect and Architects consultants extending beyond 10 hours shall be compensated as Additional Services. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps, within Architect's control, to obtain a DSA closeout letter for the Project. Services after notice of completion that are not covered by this subparagraph shall be compensated as Additional Services.

Tasks and Responsibilities Matrix		-- Provided By --			
Scope of Services		District's Responsibilities	- A/E Team -		Not Provided
			Basic Services	Additional Services	
A.	Project Administration Services (throughout all phases)				
1	Project Team Selection				
	- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, others.)	X			
	- Coordination of District's additional consultants	X			
2	Project Communications				
	- Develop / implement a Community Relations & Public Information plan	X			
	- Special school board presentations & community meetings			X	
	- Special status reports to Board & Oversight Committee			X	
	- Establish & maintain web page			X	
3	Project Administration meetings				
	- As required for A/E basic services		X		
	- Other than required for A/E basic services			X	
4	Agency consultations / approvals				
	- Local Fire Marshal		X		
	- State Office of Reg. Services (DSA, SFM)		X		
	- State Dept. of Education, School Facilities Planning		X		
5	Prepare applications & supporting documents				
	- OPSC funding applications	X			
	- Bond issue funding information	X			
	- DSA applications		X		
B.	Programming, Planning & Evaluation Services				
1	Special investigations				X
	- Geotechnical and soils engineering				X
	- Hazardous materials reports & studies				X
2	Investigation of unknown existing conditions				X
	- Property surveys / building measurements (if not available from exist'g drawings)				X
	- On-site utility studies (locations, condition, capacity, etc)				X
	- Off-site utility studies (locations, condition, capacity, etc)				X
3	Comprehensive ADA compliance study				X
4	Develop detailed program				X
	- Educational specifications/program, design criteria & standards				X
	- Detailed space/adjacency programming				X
	- Food service plan/program				X
	- Equipment program				X
	- Construction cost estimate				X

		-- Provided By --			
		District's Responsibilities	- A/E Team -		Not Provided
Scope of Services			Basic Services	Additional Services	
5	Assistance with environmental, Negative Declaration & EIR studies				
	- Ecological studies and mitigation measures				X
	- Traffic, noise, off-site parking, etc.				X
	- Hearings and community meetings				X
C.	Schematic Design Phase				
1	Review of program and budget				X
2	Field verification of existing conditions				X
3	Code documentation & interpretations				X
4	Schematic site and building plans				X
5	Preliminary sections and elevations				X
6	Preliminary interior elevations of key spaces				X
7	Room data sheets and/or finish schedules				X
8	Preliminary selection of systems & materials				X
9	Develop approximate dimensions & areas				X
10	Preliminary description of engineering systems (mechanical, electrical, civil, structural)				X
11	Outline specifications of major materials, systems and equipment				X
12	Construction cost estimates				X
	- Unit cost estimate				X
	- Detailed cost estimate, value engineering or life-cycle cost analyses				X
13	Presentation models and/or renderings				X
14	In-house constructability reviews				X
15	Building Commissioning				X
D.	Design Development Phase				
1	Code documentation & interpretations		X		
2	Plans, sections, interior and exterior elevations		X		
3	Development of site plan		X		
4	Development of landscape plan		X		
5	Typical construction details		X		
6	Equipment layouts		X		
7	Developed description and drawings of engineering systems (mechanical, electrical, civil, structural)		X		
8	Preliminary building specifications		X		
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)		X		
10	Furniture, furnishings and equipment <u>not</u> included within construction contract			X	
11	Construction cost estimates				
	- Unit cost estimate		X		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			X	

		-- Provided By --			
		District's Responsibilities	- A/E Team -		Not Provided
Scope of Services			Basic Services	Additional Services	
12	Presentation models and/or renderings			X	
13	In-house constructability reviews		X		
14	Building Commissioning	X			
E.	Construction Documents Phase				
1	Code documentation & interpretations		X		
2	Preparation of building construction plans		X		
3	Prepare color boards		X		
4	Final building specifications		X		
5	Furniture, furnishings and equipment				
	- Included within construction contract		X		
	- <u>Not</u> included within construction contract			X	
6	Develop detailed documentation on Construction Phasing Program or Multiple Contract Delivery			X	
7	Construction cost estimates				
	- Update of DD phase cost estimate		X		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			X	
8	Prepare bidding and procurement forms		X		
9	Prepare Conditions of the Contract (Divisions 0 & 1)	X			
10	Develop Project Manual		X		
11	Presentation models and/or renderings			X	
12	In-house constructability reviews		X		
13	Documentation for verification of green building compliance (CHPS, LEED, etc.)			X	
14	Building Commissioning	X			
F.	Other Design Services				
1	Hazardous materials identification / determination of mitigation measures	X			
2	FF&E design (furnishings & movable equipment)			X	
3	Graphic & signage design				
	- Fire/life safety graphics & signage		X		
	- Other graphics & signage			X	
4	Mock-Up services (workstations, classroom design, etc.)			X	
G.	Bidding Phase Services				
1	Advertisement to potential bidders		X		
2	Pre-qualification of bidders	X			
3	Pre-bid conferences		X		
4	Distribution of bidding documents following agency		X		
5	Distribution of special bidding / bidding prior to agency approval / negotiation addenda			X	
6	Response to bidders' questions and provide clarifications		X		
7	Report / analysis of bidding results	X			

		-- Provided By --			
		District's Responsibilities	- A/E Team -		
Scope of Services			Basic Services	Additional Services	Not Provided
8	Bid dispute resolution	X			
9	Contract award processing		X		
10	Multiple Contract Construction			X	
H.	Contract Administration Services				
1	Plan & manage move-in & out activities including temporary facilities	X			
2	Site visits / observations				
	- Scheduled meetings (at intervals appropriate for progress of work, unless scheduled otherwise)		X		
	- Additional meetings			X	
3	Review Contractors' safety programs				X
4	Coordination of other construction activities				
	- Removal of non-conforming portables			X	
	- Demolition and/or removal of other structures			X	
	- Moving of utilities underground			X	
	- Utility hookups			X	
5	Multiple contract administration or multiple phase coordination efforts for single project			X	
6	Submittals & substitutions				
	- Review and respond to Contractors' proposed submittal schedules		X		
	- Receive, process, distribute submittals, shop drawings, & substitutions		X		
	- Review submittals and shop drawings		X		
	- Review proposed substitutions		X		
	- Review of substitution outside prescribed time period			X	
	- Review of redundant submittals			X	
7	Requests for Information / Clarifications				
	- Receive, process & distribute requests		X		
	- Evaluate and respond to requests		X		
	- Review of information readily available			X	
8	Change orders				
	- Receive, process & distribute Change Orders		X		
	- Changes stemming from A/E documents		X		
	- Owner and contractor initiated changes			X	
	- Review and analyze prices with contractors			X	
	- Negotiate prices with contractors			X	
9	Testing and inspection administration	X			
10	Maintain official construction logs				
	- Change order log		X		
	- Request for Information (RFI) log		X		
	- Submittal log		X		

		-- Provided By --			
		District's Responsibilities	- A/E Team -		Not Provided
Scope of Services			Basic Services	Additional Services	
11	Construction cost accounting				
	- Maintain records of payments	X			
	- Maintain District construction related costs and budget	X			
	- Coordinate & assemble contractors' payment applications	X			
	- Approve & process contractors' payment applications		X		
12	Interpretations and decisions				
	- Relating to construction documents/specifications		X		
	- Relating to General Conditions		X		
13	Project closeout				
	- Preliminary and final punch lists		X		
	- Punch lists in addition to preliminary and final			X	
	- Multiple phased punch lists		X		
	- Determination of payment withholdings		X		
	- Issuance of Certificates of Substantial Completion		X		
	- Securing and receipt of sureties	X			
	- Receipt & review of warranties & manuals		X		
	- Receipt & review of waivers of liens	X			
	- Issuance of final Certificates of Payment		X		
	- Project closeout with DSA		X		
14	Construction tours (students & community)			X	
15	Multiple Contract Construction			X	
16	Construction administration services 60 days and beyond initial construction duration established by bidding documents.			X	
17	Documentation for verification of green building compliance (CHPS, LEED, etc.)			X	
18	Building Commissioning	X			
I.	Post-Construction & Facility Operation Services				
1	Record Drawings				
	- Develop record drawings			X	
	- Review record drawings for completeness			X	
	- Compile drawings			X	
	- Update contract documents to incorporate changes			X	
2	Warranty review (to be defined)		X		
3	Detailed analysis or response to Contractor claims not due to fault of Architect			X	
4	Staff training (operating & maintaining equipment and systems)				X
5	Post-construction facility reviews (operations & performance review)				
	- Post occupancy facility review meeting			X	
	- Document defects or deficiencies			X	
	- Prepare instructions to Contractors for correction of defects			X	
6	Documentation for verification of green building compliance (CHPS, etc.)			X	
7	Project promotion	X			

Contract Number:

5

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

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

1. Project Description.

Montgomery High School All Access Restroom Modernization, Design Development through Closeout

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

Basic Services Phases

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

Design Consultants Included in Basic Services

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

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

4. Project Construction Budget. One Million, eight hundred thirty three thousand, five hundred Dollars (\$1,833,500)

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

6. Architect Compensation:

A. Contract Price. \$184,000 Lump Sum Not to Exceed.

B. Payment Method:

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

Schematic Design	0%
Design Development	20%
Construction Documents	43 %
Government Approvals	2%
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or

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

C. Additional Services Rate Schedule:

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Construction	5/15/2025	8/15/2025
Post-Construction	8/15/2024	10/1/2024

Dated: May 9, 2024

SANTA ROSA HIGH SCHOOL DISTRICT/

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS

By: _____

Title: Aaron Jobson
President/CEO



April 2, 2024

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

RE: Montgomery School All Access Restroom DD-CO
Project No.: 2329.00

Dear Erik,

We are pleased to provide you with a proposal to complete the design and construction phases of the All Access restrooms at Montgomery High School. Based on our meeting with the District and site staff, QKA will provide architectural services to convert two large student restrooms and one staff restroom into large all access restrooms. The project will also include ADA path of travel improvements as required by DSA. These projects were identified as high priority items in the Facilities Master Plan and included in the Implementation Plan. Based on the estimate that we received from our estimator on the schematic design of the project, the Construction Cost Budget is \$1,833,500, this accounts for the improvements identified in the FMP and additional scope for required ADA path of travel improvements. These services are to be provided under the terms of our Master Agreement for Architectural Services dated July 14, 2023. We propose the scope of work, compensation and schedule as follows:

Scope of Work:

QKA will provide full architectural design services from Design Development through Construction Administration and project closeout. The project will consist of two construction phases but be submitted and approved as one drawing package and application to DSA and completed under one Construction Contract. Basic Services will be provided in each phase as described in the attached scope of services memo.

QKA will provide the following engineering and consultant services as part of the proposed fee:

- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Civil Engineering
- Cost Estimating
- Energy Consultant

QKA will provide progress submittals at 100% Design Development and 100% Construction Documents (DSA Submittal) including drawings and/or project narrative/specifications for architectural

and all engineering disciplines as well as a cost estimate confirming the project budget according to the proposed schedule below.

Compensation:

QKA proposes a fixed fee for this work of \$184,000. This includes all engineering consultants described above and all reimbursable expenses per the terms of our Master Agreement. The fee will be billed monthly on a percentage of completion basis according to the following percentage breakdown by phase:

Phase	Percentage of fee
Design Development	20%
Construction Documents	43%
Government Approvals	2%
Bidding and Negotiations	5%
Construction Administration	25%
Closeout	5%

This fee is based on the scope of work and project budget described above. If the scope of work changes significantly from the basis of this proposal QKA will provide a proposal for additional services according to the terms of the Master Agreement.

Schedule:

We can begin work on this immediately upon approval of our agreement and propose the following schedule milestones to be finalized in collaboration with the District team:

Phase	Completion Date
Design Development	June 2024
Construction Documents	September 2024
DSA Review and Approval	December 2024
Construction	Summer 2025

Exclusions:

The following scope of work not included in this proposal, but can be provided as an additional service according to the terms of the Master Agreement:

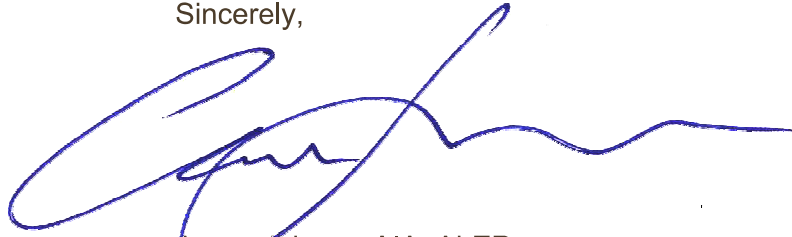
- Engineering Design Criteria Report (EDCR): An EDCR may be required by DSA to identify required structural upgrades to ensure seismic safety. This requires a special report and submittal and approval by DSA according to the requirements of IR EB-3 and IR EB-4. QKA and our Structural Engineer will conduct an evaluation to determine if this process will be

required at the start of the project. If required we will provide an additional services proposal for this additional scope of work.

- Fire Protection Engineering: We do not anticipate that fire sprinklers will be required. If at a later date it is determined that they will be required we will provide the required engineering as an additional service.

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

Sincerely,



Aaron Jobson, AIA, ALEP
President/CEO

cc: Van Pelt Construction Services
encl. Scope of Services Appendix, Project Assignment form

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

SCOPE OF SERVICES APPENDIX

Architect's Basic Services shall consist of the following items and those services further specified in the Task and Responsibilities Matrix at the end of this section:

- a. Design Development Phase:** From the approved schematic design studies Architect shall prepare the design development documents consisting of site and floor plans, elevations and other drawings and documents sufficient to fix and describe the size and character of the Project as to structural, mechanical and electrical systems, kinds of materials and outline specifications, all for approval by District. Architect shall also provide District with a revised and updated written estimate of probable construction cost. Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies.
- b. Construction Documents Phase:** From the approved design development documents, Architect shall prepare complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the Architectural, structural, mechanical, electrical systems and utility-service-connected equipment and site work, all for approval by District. Architect shall assist the District and the District's Construction Manager with the preparation of Bid Documents. Architect shall assist District in filing any documents needed for obtaining the approval of any governmental authorities or other agencies having jurisdiction over the Project. Architect shall include with the delivery of the final form of construction documents Architect's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions. When the Project involves a school building, Architect shall make best efforts to ensure that the construction documents receive all required DSA - approval prior to bidding and shall ensure that DSA approval is obtained prior to Board approval of the construction contract.
- c. Bid Phase:** Following District's approval of construction documents and District's acceptance of Architect's final estimate of probable construction costs and agency approval of construction documents, Architect shall reproduce the plans, specifications and construction contract documents in the required number and assist District in dissemination of plans, specifications and construction contract documents among interested contractors; in obtaining bids, and in award and preparation of the construction contract and the notice to proceed. Architect shall schedule advertising and bidding sufficiently in advance of the regular meeting of District's Governing Board to allow time for any bid protest that may arise to be handled in conformance with the approved bid protest procedures. District direction of Architect to provide bidding documents prior to agency approval is recognized as an additional service.
- d. Construction Phase:** The construction phase shall begin upon award of the construction contract and shall end sixty (60) days after the filing of the Notice of Completion. During this phase, Architect shall:

 - (1) Provide general administration of the construction contract, coordinating such services with the District's construction manager as directed by District, if applicable.

- (2) Advise and consult with and serve as representative of District in dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract. However, all change orders affecting price shall be approved or ratified by the Governing Board of the District.
- (3) Provide general direction to any Project inspector employed by and responsible to District as required by applicable law.
- (4) Provide assistance to District for District to direct the contractor in the preparation of a set of drawings indicating exact location of buried utility lines and any other subsurface structures (as-built dimensions) which shall be forwarded to District upon completion of the Project.
- (5) Visit the Project site at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the DSA approved plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by a project inspector required by law for public school construction. Architect shall neither have control over nor charge of, nor be responsible for, the contractor's construction sequences or procedures nor for safety precautions and programs in connection with the contractor's work.
- (6) Make such regular oral and/or written reports as shall be required by District or by any other applicable reviewing or licensing agencies.
- (7) Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications and timely notify the contractor and District of matters which may affect the construction schedules.
- (8) Promptly notify District of deviations known or observed by Architect in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the District representative, Architect shall reject the work or materials or both which do not so conform. Architect shall promptly inform District what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from District representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by Architect to be necessary to carry out the intent and purposes of the contract documents and the project, based on Architect's reasonable professional judgment. Architect shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract document. Architect shall be responsible for Architect's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the negligent acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.
- (9) Architect shall promptly notify District of any significant defect that an architect exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to Architect's attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.
- (10) Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record drawings and approve the issuance of certificates for payment for work completed in the amount Architect determines is proper under the contract documents.

Architect's approvals shall constitute representations to District, based on the Architect's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of Architect's knowledge, information and belief, the quality of the contractor's work is in accordance with the contract documents. Architect's approvals shall not be representations that Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (d) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

(11) Prepare and/or review any necessary change orders for approval by the contractor, District and all applicable governmental agencies, including review of the contractor's pricing requests.

(12) After notice and approval by District, Architect shall have authority to reject work that does not conform to the contract documents. Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

(13) Architect shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Architect shall respond to contractor's requests for information relating to the construction documents. Architect's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in the activities of District or of separate contractors or subcontractors, while allowing sufficient time in Architect's professional judgment to permit adequate review. If at any time it appears that the time required for such review may result in a delay, Architect shall promptly notify District of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. Architect's review shall not constitute approval of safety precautions nor, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(14) Architect shall interpret and attempt to resolve matters concerning performance of District and the contractor under the requirements of the contract documents on written request of either District or the contractor. Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

- (15) District shall require each contractor to provide District with record drawings indicating the location and size of all underground or imbedded construction and utility connections or other subsurface structures or installations not covered in the original drawings, change orders, supplemental drawings, or shop drawings. District shall require the contractor to record such construction on reproducible drawings furnished to the contractor by District. Architect shall review the contractor's completed record drawings for general completeness based on Architect's site visits. Such a review by Architect shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.
- (16) Provide a color schedule of all finished materials in the project for District's review and approval.
- (17) Make final detailed on-site review of the work with representatives of District and contractor, including preparation of punch list.
- (18) Collect from contractor and deliver to District all written guarantees, warranties, instruction books, diagrams, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.
- (19) Determine the date of final completion based on full completion of all punch list items and all requirements of the Project contract, and issue Architect's certificate of completion and final certificate for payment.
- (20) Architect provided and administrated web-resident data base shall be utilized for construction clarifications, modifications, and submittal review by Owner and Contractor(s). Architect will provide required program training and access to Project data base. Use of any additional construction administration data base shall be compensated as an additional service.

e. Post-construction Phase: After completion of Construction Phase services, Architect shall be available for reasonable consultation relating to the Project and the plans drawn by Architect and any disputes related thereto. Architect may be required to provide to the District a written detailed analysis of Contractor claims as they relate to the plans and specifications. Architect shall attend meetings, at the request of District, relating to completion of any punch list or lists; relating to any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by Architect; or relating to any other matter germane to the completion of the Project over which Architect had general or specific control or responsibility. Above mentioned consultation from the Architect and Architects consultants extending beyond 10 hours shall be compensated as Additional Services. Architect shall assist District in compiling information necessary for Project closeout and, if applicable, shall promptly take all necessary steps, within Architect's control, to obtain a DSA closeout letter for the Project. Services after notice of completion that are not covered by this subparagraph shall be compensated as Additional Services.

Tasks and Responsibilities Matrix		-- Provided By --			
Scope of Services		District's Responsibilities	- A/E Team -		Not Provided
			Basic Services	Additional Services	
A.	Project Administration Services (throughout all phases)				
1	Project Team Selection				
	- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, others.)	X			
	- Coordination of District's additional consultants	X			
2	Project Communications				
	- Develop / implement a Community Relations & Public Information plan	X			
	- Special school board presentations & community meetings			X	
	- Special status reports to Board & Oversight Committee			X	
	- Establish & maintain web page			X	
3	Project Administration meetings				
	- As required for A/E basic services		X		
	- Other than required for A/E basic services			X	
4	Agency consultations / approvals				
	- Local Fire Marshal		X		
	- State Office of Reg. Services (DSA, SFM)		X		
	- State Dept. of Education, School Facilities Planning		X		
5	Prepare applications & supporting documents				
	- OPSC funding applications	X			
	- Bond issue funding information	X			
	- DSA applications		X		
B.	Programming, Planning & Evaluation Services				
1	Special investigations				X
	- Geotechnical and soils engineering				X
	- Hazardous materials reports & studies				X
2	Investigation of unknown existing conditions				X
	- Property surveys / building measurements (if not available from exist'g drawings)				X
	- On-site utility studies (locations, condition, capacity, etc)				X
	- Off-site utility studies (locations, condition, capacity, etc)				X
3	Comprehensive ADA compliance study				X
4	Develop detailed program				X
	- Educational specifications/program, design criteria & standards				X
	- Detailed space/adjacency programming				X
	- Food service plan/program				X
	- Equipment program				X
	- Construction cost estimate				X

		-- Provided By --			
		District's Responsibilities	- A/E Team -		Not Provided
Scope of Services			Basic Services	Additional Services	
5	Assistance with environmental, Negative Declaration & EIR studies				
	- Ecological studies and mitigation measures				X
	- Traffic, noise, off-site parking, etc.				X
	- Hearings and community meetings				X
C.	Schematic Design Phase				
1	Review of program and budget				X
2	Field verification of existing conditions				X
3	Code documentation & interpretations				X
4	Schematic site and building plans				X
5	Preliminary sections and elevations				X
6	Preliminary interior elevations of key spaces				X
7	Room data sheets and/or finish schedules				X
8	Preliminary selection of systems & materials				X
9	Develop approximate dimensions & areas				X
10	Preliminary description of engineering systems (mechanical, electrical, civil, structural)				X
11	Outline specifications of major materials, systems and equipment				X
12	Construction cost estimates				X
	- Unit cost estimate				X
	- Detailed cost estimate, value engineering or life-cycle cost analyses				X
13	Presentation models and/or renderings				X
14	In-house constructability reviews				X
15	Building Commissioning				X
D.	Design Development Phase				
1	Code documentation & interpretations		X		
2	Plans, sections, interior and exterior elevations		X		
3	Development of site plan		X		
4	Development of landscape plan		X		
5	Typical construction details		X		
6	Equipment layouts		X		
7	Developed description and drawings of engineering systems (mechanical, electrical, civil, structural)		X		
8	Preliminary building specifications		X		
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)		X		
10	Furniture, furnishings and equipment <u>not</u> included within construction contract			X	
11	Construction cost estimates				
	- Unit cost estimate		X		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			X	

		-- Provided By --			
		District's Responsibilities	- A/E Team -		Not Provided
Scope of Services			Basic Services	Additional Services	
12	Presentation models and/or renderings			X	
13	In-house constructability reviews		X		
14	Building Commissioning	X			
E.	Construction Documents Phase				
1	Code documentation & interpretations		X		
2	Preparation of building construction plans		X		
3	Prepare color boards		X		
4	Final building specifications		X		
5	Furniture, furnishings and equipment				
	- Included within construction contract		X		
	- <u>Not</u> included within construction contract			X	
6	Develop detailed documentation on Construction Phasing Program or Multiple Contract Delivery			X	
7	Construction cost estimates				
	- Update of DD phase cost estimate		X		
	- Detailed cost estimate, value engineering or life-cycle cost analyses			X	
8	Prepare bidding and procurement forms		X		
9	Prepare Conditions of the Contract (Divisions 0 & 1)	X			
10	Develop Project Manual		X		
11	Presentation models and/or renderings			X	
12	In-house constructability reviews		X		
13	Documentation for verification of green building compliance (CHPS, LEED, etc.)			X	
14	Building Commissioning	X			
F.	Other Design Services				
1	Hazardous materials identification / determination of mitigation measures	X			
2	FF&E design (furnishings & movable equipment)			X	
3	Graphic & signage design				
	- Fire/life safety graphics & signage		X		
	- Other graphics & signage			X	
4	Mock-Up services (workstations, classroom design, etc.)			X	
G.	Bidding Phase Services				
1	Advertisement to potential bidders		X		
2	Pre-qualification of bidders	X			
3	Pre-bid conferences		X		
4	Distribution of bidding documents following agency		X		
5	Distribution of special bidding / bidding prior to agency approval / negotiation addenda			X	
6	Response to bidders' questions and provide clarifications		X		
7	Report / analysis of bidding results	X			

		-- Provided By --			
		District's Responsibilities	- A/E Team -		
Scope of Services			Basic Services	Additional Services	Not Provided
8	Bid dispute resolution	X			
9	Contract award processing		X		
10	Multiple Contract Construction			X	
H.	Contract Administration Services				
1	Plan & manage move-in & out activities including temporary facilities	X			
2	Site visits / observations				
	- Scheduled meetings (at intervals appropriate for progress of work, unless scheduled otherwise)		X		
	- Additional meetings			X	
3	Review Contractors' safety programs				X
4	Coordination of other construction activities				
	- Removal of non-conforming portables			X	
	- Demolition and/or removal of other structures			X	
	- Moving of utilities underground			X	
	- Utility hookups			X	
5	Multiple contract administration or multiple phase coordination efforts for single project			X	
6	Submittals & substitutions				
	- Review and respond to Contractors' proposed submittal schedules		X		
	- Receive, process, distribute submittals, shop drawings, & substitutions		X		
	- Review submittals and shop drawings		X		
	- Review proposed substitutions		X		
	- Review of substitution outside prescribed time period			X	
	- Review of redundant submittals			X	
7	Requests for Information / Clarifications				
	- Receive, process & distribute requests		X		
	- Evaluate and respond to requests		X		
	- Review of information readily available			X	
8	Change orders				
	- Receive, process & distribute Change Orders		X		
	- Changes stemming from A/E documents		X		
	- Owner and contractor initiated changes			X	
	- Review and analyze prices with contractors			X	
	- Negotiate prices with contractors			X	
9	Testing and inspection administration	X			
10	Maintain official construction logs				
	- Change order log		X		
	- Request for Information (RFI) log		X		
	- Submittal log		X		

		-- Provided By --			
		District's Responsibilities	- A/E Team -		Not Provided
Scope of Services			Basic Services	Additional Services	
11	Construction cost accounting				
	- Maintain records of payments	X			
	- Maintain District construction related costs and budget	X			
	- Coordinate & assemble contractors' payment applications	X			
	- Approve & process contractors' payment applications		X		
12	Interpretations and decisions				
	- Relating to construction documents/specifications		X		
	- Relating to General Conditions		X		
13	Project closeout				
	- Preliminary and final punch lists		X		
	- Punch lists in addition to preliminary and final			X	
	- Multiple phased punch lists		X		
	- Determination of payment withholdings		X		
	- Issuance of Certificates of Substantial Completion		X		
	- Securing and receipt of sureties	X			
	- Receipt & review of warranties & manuals		X		
	- Receipt & review of waivers of liens	X			
	- Issuance of final Certificates of Payment		X		
	- Project closeout with DSA		X		
14	Construction tours (students & community)			X	
15	Multiple Contract Construction			X	
16	Construction administration services 60 days and beyond initial construction duration established by bidding documents.			X	
17	Documentation for verification of green building compliance (CHPS, LEED, etc.)			X	
18	Building Commissioning	X			
I.	Post-Construction & Facility Operation Services				
1	Record Drawings				
	- Develop record drawings			X	
	- Review record drawings for completeness			X	
	- Compile drawings			X	
	- Update contract documents to incorporate changes			X	
2	Warranty review (to be defined)		X		
3	Detailed analysis or response to Contractor claims not due to fault of Architect			X	
4	Staff training (operating & maintaining equipment and systems)				X
5	Post-construction facility reviews (operations & performance review)				
	- Post occupancy facility review meeting			X	
	- Document defects or deficiencies			X	
	- Prepare instructions to Contractors for correction of defects			X	
6	Documentation for verification of green building compliance (CHPS, etc.)			X	
7	Project promotion	X			

Contract Number:

6

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

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

1. Project Description.

Elsie Allen High School All Access Restroom Modernization, Schematic Design

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

Basic Services Phases

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

Design Consultants Included in Basic Services

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

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

4. Project Construction Budget. One Million Dollars (\$1,000,000)

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

6. Architect Compensation:

A. Contract Price. \$21,000 Lump Sum Not to Exceed.

B. Payment Method:

Allocation of Contract Price to Phases of Basic Services.

Schematic Design 100%
 Design Development _____ %
 Construction Documents _____ %
 Bidding _____ %
 Construction _____ %
 Post-Construction _____ %

or

Hourly, not to exceed the Contract Price Above.

C. Additional Services Rate Schedule:

Architect Personnel

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

Design Consultants Personnel

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

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	6/15/2024	9/15/2024
Initial Design Development Phase		
Final Design Development Phase		
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Initial Construction Documents Phase		
Final Construction Documents Phase		

Construction Drawings Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Bidding		
Construction		
Post-Construction		

Dated: May 2, 2024

SANTA ROSA HIGH SCHOOL DISTRICT/

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS

By:  _____

Title: Aaron Jobson
President/CEO



QUATTROCCHI KWOK
ARCHITECTS

May 2, 2024

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

RE: Elsie Allen High School All Access Restrooms
Project No.: 2370.00

Dear Erik,

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

Scope of Work:

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

Compensation:

QKA proposes a fixed fee for this work of \$21,000.

Schedule:

We propose a schedule of 6-8 weeks. We can begin work on this over the summer of 2024 so that preliminary designs are ready to review with School Site Staff at the beginning of the 2024-25 school year.

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

Sincerely,



Aaron Jobson, AIA, ALEP
President/CEO

cc: Van Pelt Construction Services
encl.

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

Contract Number:

7

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

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

1. Project Description.

Cesar Chavez Language Academy All Access Restroom Modernization, Schematic Design

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

Basic Services Phases

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

Design Consultants Included in Basic Services

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

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

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

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

6. Architect Compensation:

A. Contract Price. \$40,000 Lump Sum Not to Exceed.

B. Payment Method:

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

Schematic Design 100%
 Design Development _____ %
 Construction Documents _____ %
 Bidding _____ %
 Construction _____ %
 Post-Construction _____ %

or

Hourly, not to exceed the Contract Price Above.

C. Additional Services Rate Schedule:

Architect Personnel

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

Design Consultants Personnel

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

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	6/15/2024	9/15/2024
Initial Design Development Phase		
Final Design Development Phase		
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Initial Construction Documents Phase		
Final Construction Documents Phase		

Construction Drawings Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Bidding		
Construction		
Post-Construction		

Dated: May 2, 2024

SANTA ROSA HIGH SCHOOL DISTRICT/

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS



By: _____

Title: Aaron Jobson
President/CEO



QUATTROCCHI KWOK
ARCHITECTS

May 2, 2024

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

RE: Cesar Chavez Language Academy All Access Restrooms
Project No.: 2369.00

Dear Erik,

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

Scope of Work:

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

Compensation:

QKA proposes a fixed fee for this work of \$40,000.

Schedule:

We propose a schedule of 6-8 weeks. We can begin work on this over the summer of 2024 so that preliminary designs are ready to review with School Site Staff at the beginning of the 2024-25 school year.

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

Sincerely,



Aaron Jobson, AIA, ALEP
President/CEO

cc: Van Pelt Construction Services
encl.

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

Contract Number:

8

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

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

1. Project Description.

Hillard Comstock Middle School All Access Restroom Modernization, Schematic Design

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

Basic Services Phases

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

Design Consultants Included in Basic Services

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

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

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

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

6. Architect Compensation:

A. Contract Price. \$24,500 Lump Sum Not to Exceed.

B. Payment Method:

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

Schematic Design 100%
 Design Development _____ %
 Construction Documents _____ %
 Bidding _____ %
 Construction _____ %
 Post-Construction _____ %

or

Hourly, not to exceed the Contract Price Above.

C. Additional Services Rate Schedule:

Architect Personnel

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

Design Consultants Personnel

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

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	6/15/2024	9/15/2024
Initial Design Development Phase		
Final Design Development Phase		
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Initial Construction Documents Phase		
Final Construction Documents Phase		

Construction Drawings Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Bidding		
Construction		
Post-Construction		

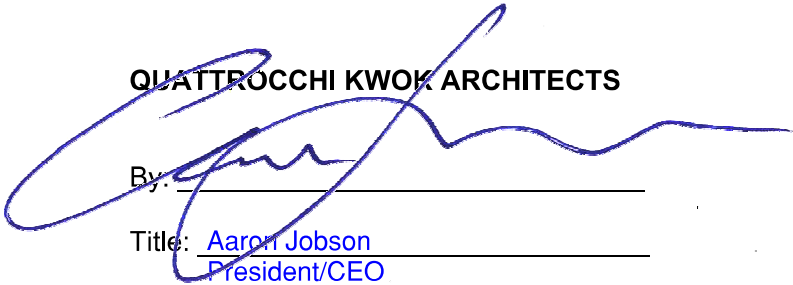
Dated: May 2, 2024

SANTA ROSA HIGH SCHOOL DISTRICT/

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS



By: _____

Title: Aaron Jobson
President/CEO



QUATTROCCHI KWOK
ARCHITECTS

May 2, 2024

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

RE: Hillard Comstock Middle School All Access Restrooms
Project No.: 2371.00

Dear Erik,

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

Scope of Work:

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

Compensation:

QKA proposes a fixed fee for this work of \$24,500.

Schedule:

We propose a schedule of 6-8 weeks. We can begin work on this over the summer of 2024 so that preliminary designs are ready to review with School Site Staff at the beginning of the 2024-25 school year.

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

Sincerely,



Aaron Johnson, AIA, ALEP
President/CEO

cc: Van Pelt Construction Services
encl.

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

Contract Number:

9

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

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

1. Project Description.

Piner High School All Access Restroom Modernization, Schematic Design

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

Basic Services Phases

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

Design Consultants Included in Basic Services

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

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

4. Project Construction Budget. One Million Dollars (\$1,000,000)

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

6. Architect Compensation:

A. Contract Price. \$21,000 Lump Sum Not to Exceed.

B. Payment Method:

Allocation of Contract Price to Phases of Basic Services.

Schematic Design 100%
 Design Development _____ %
 Construction Documents _____ %
 Bidding _____ %
 Construction _____ %
 Post-Construction _____ %

or

Hourly, not to exceed the Contract Price Above.

C. Additional Services Rate Schedule:

Architect Personnel

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

Design Consultants Personnel

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

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	6/15/2024	9/15/2024
Initial Design Development Phase		
Final Design Development Phase		
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Initial Construction Documents Phase		
Final Construction Documents Phase		

Construction Drawings Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Bidding		
Construction		
Post-Construction		

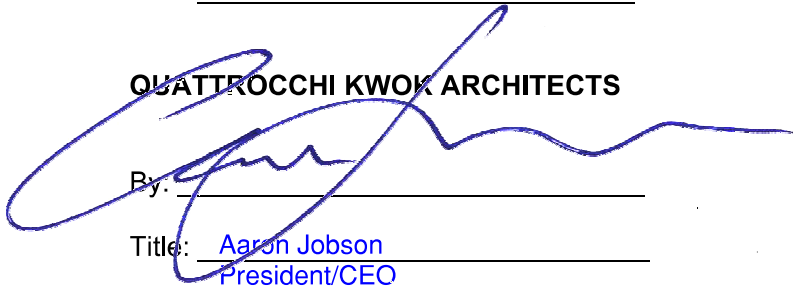
Dated: May 2, 2024

SANTA ROSA HIGH SCHOOL DISTRICT/

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS



By: _____

Title: Aaron Jobson
President/CEO



QUATTROCCHI KWOK
ARCHITECTS

May 2, 2024

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

RE: Piner High School All Access Restrooms
Project No.: 2372.00

Dear Erik,

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

Scope of Work:

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

Compensation:

QKA proposes a fixed fee for this work of \$21,000.

Schedule:

We propose a schedule of 6-8 weeks. We can begin work on this over the summer of 2024 so that preliminary designs are ready to review with School Site Staff at the beginning of the 2024-25 school year.

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

Sincerely,



Aaron Jobson, AIA, ALEP
President/CEO

cc: Van Pelt Construction Services
encl.

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

Contract Number:

10

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

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

1. Project Description.

Maria Carillo High School All Access Restroom Modernization, Schematic Design

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

Basic Services Phases

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

Design Consultants Included in Basic Services

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

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

4. Project Construction Budget. One Million, seven hundred thousand Dollars (\$1,700,000)

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

6. Architect Compensation:

A. Contract Price. \$35,500 Lump Sum Not to Exceed.

B. Payment Method:

Allocation of Contract Price to Phases of Basic Services.

Schematic Design 100%
 Design Development _____ %
 Construction Documents _____ %
 Bidding _____ %
 Construction _____ %
 Post-Construction _____ %

or

Hourly, not to exceed the Contract Price Above.

C. Additional Services Rate Schedule:

Architect Personnel

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

Design Consultants Personnel

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

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	6/15/2024	9/15/2024
Initial Design Development Phase		
Final Design Development Phase		
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Initial Construction Documents Phase		
Final Construction Documents Phase		

Construction Drawings Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Bidding		
Construction		
Post-Construction		

Dated: May 2, 2024

SANTA ROSA HIGH SCHOOL DISTRICT/

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS

By:  _____

Title: Aaron Jobson
President/CEO



QUATTROCCHI KWOK
ARCHITECTS

May 2, 2024

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

RE: Maria Carillo High School All Access Restrooms
Project No.: 2366.00

Dear Erik,

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

Scope of Work:

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

Compensation:

QKA proposes a fixed fee for this work of \$35,500.

Schedule:

We propose a schedule of 6-8 weeks. We can begin work on this over the summer of 2024 so that preliminary designs are ready to review with School Site Staff at the beginning of the 2024-25 school year.

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

Sincerely,



Aaron Jobson, AIA, ALEP
President/CEO

cc: Van Pelt Construction Services
encl.

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

Contract Number:

11

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

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

1. Project Description.

Santa Rosa Middle School All Access Restroom Modernization, Schematic Design

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

Basic Services Phases

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

Design Consultants Included in Basic Services

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

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

4. Project Construction Budget. One Million, seven hundred thousand Dollars (\$1,700,000)

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

6. Architect Compensation:

A. Contract Price. \$35,500 Lump Sum Not to Exceed.

B. Payment Method:

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

Schematic Design 100%
 Design Development _____ %
 Construction Documents _____ %
 Bidding _____ %
 Construction _____ %
 Post-Construction _____ %

or

Hourly, not to exceed the Contract Price Above.

C. Additional Services Rate Schedule:

Architect Personnel

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

Design Consultants Personnel

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

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	6/15/2024	9/15/2024
Initial Design Development Phase		
Final Design Development Phase		
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Initial Construction Documents Phase		
Final Construction Documents Phase		

Construction Drawings Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Bidding		
Construction		
Post-Construction		


Dated: May 2, 2024

SANTA ROSA HIGH SCHOOL DISTRICT/

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS



By: _____

Title: Aaron Jobson
President/CEO



QUATTROCCHI KWOK
ARCHITECTS

May 2, 2024

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

RE: Santa Rosa Middle School All Access Restrooms
Project No.: 2367.00

Dear Erik,

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

Scope of Work:

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

Compensation:

QKA proposes a fixed fee for this work of \$35,500.

Schedule:

We propose a schedule of 6-8 weeks. We can begin work on this over the summer of 2024 so that preliminary designs are ready to review with School Site Staff at the beginning of the 2024-25 school year.

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

Sincerely,



Aaron Jobson, AIA, ALEP
President/CEO

cc: Van Pelt Construction Services
encl.

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

Contract Number:

12

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

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

1. Project Description.

Santa Rosa High School All Access Restroom Modernization, Schematic Design

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

Basic Services Phases

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

Design Consultants Included in Basic Services

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

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

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

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

6. Architect Compensation:

A. Contract Price. \$40,000 Lump Sum Not to Exceed.

B. Payment Method:

Allocation of Contract Price to Phases of Basic Services.

Schematic Design 100%
 Design Development _____ %
 Construction Documents _____ %
 Bidding _____ %
 Construction _____ %
 Post-Construction _____ %

or

Hourly, not to exceed the Contract Price Above.

C. Additional Services Rate Schedule:

Architect Personnel

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

Design Consultants Personnel

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

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	6/15/2024	9/15/2024
Initial Design Development Phase		
Final Design Development Phase		
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Initial Construction Documents Phase		
Final Construction Documents Phase		

Construction Drawings Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Bidding		
Construction		
Post-Construction		

Dated: May 2, 2024

SANTA ROSA HIGH SCHOOL DISTRICT/

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS

By: _____

Title: Aaron Jobson
President/CEO



QUATTROCCHI KWOK
ARCHITECTS

May 2, 2024

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

RE: Santa Rosa High School All Access Restrooms
Project No.: 2368.00

Dear Erik,

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

Scope of Work:

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

Compensation:

QKA proposes a fixed fee for this work of \$40,000.

Schedule:

We propose a schedule of 6-8 weeks. We can begin work on this over the summer of 2024 so that preliminary designs are ready to review with School Site Staff at the beginning of the 2024-25 the school year.

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

Sincerely



Aaron Jobson, AIA, ALEP
President/CEO

cc: Van Pelt Construction Services
encl.

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

Contract Number:

13

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

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

1. Project Description.

Rincon Valley Middle School All Access Restroom Modernization, Schematic Design

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

Basic Services Phases

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

Design Consultants Included in Basic Services

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

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

4. Project Construction Budget. One Million, six hundred thousand Dollars (\$1,600,000)

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

6. Architect Compensation:

A. Contract Price. \$34,300 Lump Sum Not to Exceed.

B. Payment Method:

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

Schematic Design 100%
 Design Development _____ %
 Construction Documents _____ %
 Bidding _____ %
 Construction _____ %
 Post-Construction _____ %

or

Hourly, not to exceed the Contract Price Above.

C. Additional Services Rate Schedule:

Architect Personnel

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

Design Consultants Personnel

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

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	6/15/2024	9/15/2024
Initial Design Development Phase		
Final Design Development Phase		
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Initial Construction Documents Phase		
Final Construction Documents Phase		

Construction Drawings Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Bidding		
Construction		
Post-Construction		

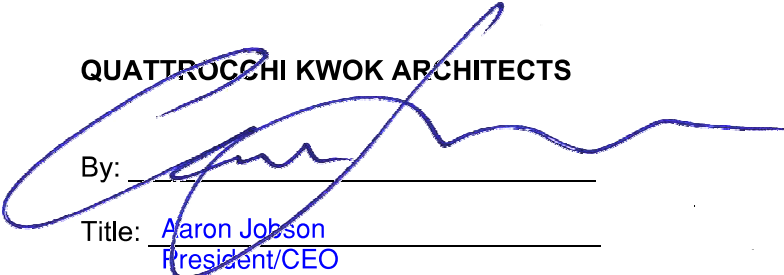
Dated: May 2, 2024

SANTA ROSA HIGH SCHOOL DISTRICT/

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS



By: _____

Title: Aaron Johnson
President/CEO



QUATTROCCHI KWOK
ARCHITECTS

May 2, 2024

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

RE: Rincon Valley Middle School All Access Restrooms
Project No.: 2365.00

Dear Erik,

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

Scope of Work:

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

Compensation:

QKA proposes a fixed fee for this work of \$34,300.

Schedule:

We propose a schedule of 6-8 weeks. We can begin work on this over the summer of 2024 so that preliminary designs are ready to review with School Site Staff at the beginning of the 2024-25 school year.

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

Sincerely,



Aaron Johnson, AIA, ALEP
President/CEO

cc: Van Pelt Construction Services
encl.

Erik Oden
Executive Director Facilities, Maintenance, and Operations

Date: _____

Contract Number:

14

California Uniform Public Construction Cost Accounting Act

Request for Quotation

Public Contract Code §§ 22000 *et seq.*

(Project Value Less than \$60,000)

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**SANTA ROSA ELEMENTARY/HIGH SCHOOL
DISTRICT**

110 Stony Point- Suite 105-Demising Wall

3. CONTRACT FOR LABOR AND MATERIALS

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of May 23, 2024, by and between the SANTA ROSA ELEMENTARY/HIGH SCHOOL DISTRICT, a California public school district (“District”), and **Arntz Builders, 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 **110 Stony Point- Suite 105-Demising Wall (“Project”)**. The location of the Project is [**110 Stony Point Road, 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. **Architect/Design Professional In Charge**

The Architect or Design Professional in charge is **Wayne Bossier**; references to the “Architect” or similar terms shall be deemed references to the Architect or Design Professional in charge and their respective design consultants.

6. **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 Twenty-Two Thousand, Three Hundred Twenty Six Dollars Eighty-Eight cents (\$22,326.88). 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.

7. **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.*

8. **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.

9. **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.

10. Liquidated Damages

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

- a. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of One Hundred Dollars (\$100.00).

- c. **Surety Liability.** Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

11. **Insurance**

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

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

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

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

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

12. **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:

13. Hours and Days of Work at the Site

13.1 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 - 7 pm].

13.2 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.

14. 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.

15. 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.

16. 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

Arntz Builders, 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 ELEMENTARY SCHOOL DISTRICT

110 Stony Point- Suite 105-Demising Wall

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 SCHOOL DISTRICT

110 Stony Point- Suite 105-Demising Wall

6. PROJECT FORMS

GUARANTEE

Project: 110 Stony Point- Suite 105-Demising Wall

The Contractor hereby warrants and guarantees to the Santa Rosa Elementary 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 Elementary School District (“District”) has determined that Arntz Builders, Inc. (“Contractor”) is exempt from the criminal background check certification requirements for the Contract dated May 23, 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 Elementary 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



Arntz Builders, Inc.

431 Payran St.
Petaluma, CA 94952
P: 707-835-2900

darntz@arntzbuilders.com
www.arntzbuilders.com
F: 707-535-9606

Proposal

Proposal No.: 2300-84
Proposal Date: 5/9/2024

TO: Santa Rosa City School District

Attn: Erik Oden / Brian Cameron
110 Stony Point Rd., Suite 210
Santa Rosa, CA 95401

PROJECT: Office Remodel

110 Stony Point Rd., Suite 105
Santa Rosa, CA 95401

SCOPE:

Install New Stud Demising Wall in Existing Suite 105, Demo Existing Glass Partition, Remove Door, Exit Signs & Truncated Domes.

COST SCHEDULE:

UNIT PRICE

Demo	\$1,500.00
Metal Stud Framing, Drywall & Taping	\$7,600.00
T-Bar Repair (Disassemble & Reassemble)	\$1,824.00
Painting	\$1,600.00
Exit Signs	\$175.00
Truncated Domes (Surface Mount - 2 locations)	\$740.00
Dump Fees	\$550.00
Salvaged Oak Base (Remove & Reinstall)	\$1,520.00
Remove Door (Turnover to SRCS)	\$25.00
Permit Fees	\$3,500.00

Qualifications: This pricing is for normal business hours

Exclusions: Electrical Scope by others.

Sub-total	\$19,034.00
O/H & P	\$2,855.10
B&I	\$437.78
TOTAL	\$22,326.88

Thank you for your business!

Contract Number:

15

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated May 13, 2024, for reference purposes only, and is made by and between CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT, California public school districts (“District”) and *Cinquini & Passarino, 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”).*[Topo and underground utilities survey at Hidden Valley Elementary. See attached proposal.]*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on *[May 23, 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
- _____ 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 *[\$ 34,054]*. 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:

<p>If to the District: Lisa August Associate Superintendent Business Services Santa Rosa City Schools 211 Ridgway Avenue Santa Rosa, CA 95401</p>	<p>If to the Contractor: <u>Cinquini & Passariono, Inc.</u> _____ _____ _____</p>
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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]

CONSULTANT: Cinquini & Passarino, Inc	SANTA ROSA CITY SCHOOLS
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	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:

<p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	
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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><u>CONSULTANT</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	
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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><u>DISTRICT</u></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 _____ California on _____

Consultant Signature: _____

Date _____

Please Print Name: _____

Mailing Address: _____

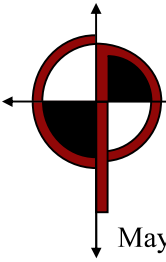
Social Security Number: _____ or Tax ID: _____

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



▲ BOUNDARY ▲ TOPOGRAPHIC ▲ CONSTRUCTION
▲ RAILROAD ▲ INFRASTRUCTURE ▲ HYDROGRAPHIC

P 14529

May 7, 2024

Mr. Erik Oden
Santa Rosa City School District
211 Ridgway Avenue,
Santa Rosa, CA 95401
c/o Jonette Johnson
VIA E-MAIL: JONETTE.JOHNSON@VPCSONLINE.COM

Re: Proposal for Topographic Survey
APN 173-220-010 - 3435 Bonita Vista Dr. – Santa Rosa CA 95404

Dear Mr. Oden,

Cinquini & Passarino, Inc. is very pleased to present to you this scope of work and fee proposal for the surveying services for Hidden Valley Elementary School in the City of Santa Rosa.

Item I – Topographic Survey & Mapping:

Perform a ground topographic survey and prepare a map at a scale of 1-inch = 20-feet, with one-foot contour interval for engineering purposes.

- Topo coverage will be within the red polygon area as shown on the attached exhibit.
- Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; buildings, curb lines, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway locations, sidewalks, trees six (6) inches DBH and larger, drip line radii, retaining wall or decorative walls, floor elevations at doorways, sidewalks/landings, and existing utilities and any other pertinent information that could apply to the project during design.
- Client to arrange access to property at the time of field survey and field edit. (Gate code, keys etc.).
- Topographic map will be provided on NAVD'88 Vertical and California Coordinate System Zone II, NAD'83 Horizontal Datum.
- *A boundary survey is not a part of Item I.*

The estimated fee for Item I will be \$23,420.00.

Item II – Electronic Detection & GPR to designate/clear underground utilities:

- Perform an electronic detection and ground penetrating radar over the project area described above.
- Field mark approximate utility alignments with paint, unless specified otherwise.


The estimated fee for Item II will be \$10,634.00.

Deliverables: Stamped & sealed Topographic Survey Map (PDF) and AutoCAD “dwg” format.

The estimated time of completion for Items I & II is 20 to 25 working days from authorization to proceed.
Inclement weather may affect this schedule.

Please feel free to contact me at (707) 690-9025 if you have any questions or require additional information.

Very truly yours,
CINQUINI & PASSARINO, INC.


Davit Can Sulam, PLS (CA, NM)
Professional Land Surveyor



Contract Number:

16

California Uniform Public Construction Cost Accounting Act

Public Contract Code §§ 22000 *et seq.*

(Project Value Less than \$60,000)

DO Move- SP Offices Door Hardware Adjustments

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- 3. Contract for Labor and Materials
 - 5. General Conditions
 - 6. Project Forms
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**SANTA ROSA HIGH SCHOOL DISTRICT/SANTA
ROSA ELEMENTARY SCHOOL DISTRICT**

DO Move- SP Offices Door Hardware Adjustments

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- SP Offices Door Hardware Adjustments (“Project”)**. The location of the Project is 110 Stony Point Road, 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 NTE Twenty Thousand dollars. (\$20,000). 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:

Policy of Insurance	Minimum Coverage Amount
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:

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

11. **Notices**

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

If to the District:
 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- SP Offices Door Hardware Adjustments

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

DO Move- SP Offices Door Hardware Adjustments

6. PROJECT FORMS

GUARANTEE

Project: DO Move- SP Offices Door Hardware Adjustments

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 Communiations (“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



SOUTH BAY
COMMUNICATIONS

Santa Rosa City School - Door Maintenance 5/

04

Prepared For

Santa Rosa City School

Adrian Bica

Document Number

024Q359



**SOUTH BAY
COMMUNICATIONS**

QUOTE #	024Q359
DATE	4/30/2024

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

PO Number	Payment Terms	Valid Through
	Net 30	May 30, 2024

Scope of Work
 Here is the quote you requested.

Labor and materials not to exceed \$20,000.00 for Door Hardware Adjustments.	1
Subtotal	\$20,000.00
Sales Tax	\$0.00
Shipping	\$0.00
Grand Total	\$20,000.00

Payment Options
 Select your preferred payment option / purchase terms*:
 Credit Card Purchase (purchase amount \$20,771.75) [includes +\$771.75 payment type Surcharge]
 Invoice / Terms Purchase (purchase amount \$20,000.00)
 eCheck/ACH Purchase (purchase amount \$20,003.31) [includes +\$3.31 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!

Contract Number:

17

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated May 22, 2024, for reference purposes only, and is made by and between the Santa Rosa City Schools (“District”) and Brelje & Race Consulting Engineers (“Consultant”), (together, “Parties”).

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 May 22, 2024. Consultant shall diligently perform as required and complete performance by May 22, 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 Six Thousand Two Hundred Dollars (\$6,200.00). 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

13.2. Proof of Carriage of Insurance.

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

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

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

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the District:

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

If to the Consultant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

**CONSULTANT:
Brelje & Race Consulting Engineers**

By: _____

Name: _____

Title: _____

Date: _____

SANTA ROSA CITY SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

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

648-102/6759457.1



EXHIBIT "A"
SCOPE OF SURVEYING SERVICES
**RINCON VALLEY MIDDLE SCHOOL
COURTYARD TOPOGRAPHIC SURVEY**
PREPARED FOR
**SANTA ROSA CITY SCHOOL DISTRICT
C/O AXIA ARCHITECTS**
PREPARED BY
BRELJE & RACE ENGINEERS
B&R JOB NO. 4172.04
May 8, 2024

Discussion

Our office was contacted to provide a proposal to prepare a design level topographic map survey of the Rincon Valley Middle School interior courtyard area located at 4650 Badger Road, Santa Rosa. This topographic design level survey is being performed to support a future anticipated project. The limits of ground survey are as notated by the project architect and generally as indicated on the attached exhibit B.

1. Topographic Design Survey

Conduct field surveys, supporting office calculations, and drafting for the limits as generally depicted within the red cloud on the attached Exhibit B. Topographic mapping within the limits shown will include:

- Building corners
- Grade elevations at exterior doors and finished floor elevations where possible
- Existing walkways with paired elevations at 15' o.c. for cross slope determination
- Grade shots through open paving or other areas at 25' o.c. maximum
- Swales or drainage courses
- Fixed hardscape features
- Stairs and ramps
- Fences and gates
- Water valve boxes, irrigation boxes, dry utility structures, etc.
- Visible surface utility features including invert elevations of sewer or storm structures where possible
- Grade at existing tree trunk with diameter greater than 4" at 4' height, identify species

Mapping to be prepared at a scale of 1" = 10' on the NAVD88 datum. Provide completed mapping in both pdf and AutoCAD format to client for use in design.

2. Fee

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

Item 1.: Topographic Design Survey: \$ 6,200.00

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

3. Assumptions and Limitations

- -Survey will not depict the location or size of existing underground utilities that cannot be determined with the surface survey and/or record plans. If the District commissions an underground utility survey, and if results are provided in AutoCAD compatible format, the results of that separate survey may be incorporated into the design survey for an additional fee.
- Survey will not include features (cleanouts, manholes, drop inlets, etc.) that are obscured by vegetation, debris, or otherwise hidden.
- Topographic survey does not include a boundary survey. Property lines and easement locations will not be shown.
- The Engineers Services Rate Schedule is adjusted March 1 of each calendar year. Any work performed after March 1, 2025 would be subject to adjustment based on the current fee schedule.

