

Contract Number:

1

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

This Project Assignment is executed between CITY OF SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and AXIA Architects, A California S Corporation (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated May 04, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description.**

Infill 3 existing landscaped courts and a small landscape strip near drop-off with synthetic turf. Infill two small grass patches near Admin and Bldg D with concrete flatwork. District shall provide utility survey and topographical survey as needed.

**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 – By Lunch Shelter Manufacturer
- 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 hundred fifty-three thousand five hundred Dollars (\$ 253,500.00)

**5. Architect Services Budget.** Thirty thousand four hundred twenty Dollars (\$ 30,420.00).

**6. Architect Compensation:** Architectural fee for Basic Services shall be based on the stated percentage of Construction Contract Amount for the project in accordance with Section 2.5.2 above. Construction Contract Amount shall be modified as follows for purposes of Architect Compensation; 1) Deductive Alternates shall not be incorporated into Construction Contract Amount if design services have already been provided by Architect. 2) Additive Alternates shall be added to Construction Contract Amount for purposes of this paragraph if design services have already been provided by Architect.

See Exhibit B for fee schedule. In addition to Architect Compensation, Architect will be reimbursed for scans, prints, copies, and trips to DSA.

**A. Payment Method:**

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

Schematic Design	25_ %
Design Development	N/A
Construction Documents	55_ %
Bidding	N/A %
Construction	20 %
DSA Closeout	N/A %

**B. Additional Services Rate Schedule:**

Architect Personnel

**See Exhibit C**

Design Consultants Personnel

**See Fee Schedules as annually issued by Consultants**

**6. Basic Services Submittal Schedule: See Attached Schedule for Increments 1 & 2. Increment 1 listed below.**

	START DATE	FINISH DATE
<b>Schematic Design Phase</b>	<b>05/21/24</b>	<b>05/28/24</b>
<b>Initial Design Development Phase</b>	<b>Not Applicable</b>	
<b>Receipt of Survey from District Consultant</b>	<b>05/15/24</b>	<b>06/01/24</b>
<b>District Cost Estimate and Approval to Proceed - Increment 1</b>	<b>05/28/24</b>	<b>05/30/24</b>

Construction Documents Phase (Pending receipt of Survey)	06/01/24	06/19/24
DSA Submission and Processing Estimate	Not Applicable	Not Applicable
Bidding	Not Applicable	Not Applicable
Estimated Construction	06/20/24	07/31/24
Post-Construction		

Dated: 5/16/24

**CITY OF SANTA ROSA HIGH SCHOOL DISTRICT**

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

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

**ARCHITECT: AXIA Architects, A California S Corporation**

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

Title: Douglas Hilberman, President

**Exhibit B: Architectural/Engineering Fee Schedule**

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

05.15.24

**Rincon Valley Middle School Landscape Synthetic Turf Project**

<b>Initial Budgeted Construction Costs: \$ 253,500</b>			
<b>Architectural and Engineering Fees - Basic Services:</b>			
First	<b>\$500,000 @</b>	12%	\$30,420
Next	<b>\$500,000 @</b>	11.5%	\$0
Next	<b>\$1,000,000 @</b>	11.0%	\$0
Next	<b>\$4,000,000 @</b>	10.0%	\$0
Next	<b>\$4,000,000 + @</b>	9.0%	\$0
<b>Subtotal Basic Services:</b>			<b>\$30,420</b>
			<hr/>
			<hr/>
<b>Total Initial Fee for Architectural &amp; Eng. Basic Design Services:</b>			<b>\$30,420</b>

## **SCHEDULE OF FEES**

Effective January 1, 2024

### **I. TIME CHARGES**

PRINCIPAL	\$250
ASSOCIATE PRINCIPAL	\$205 - \$230
PROJECT ARCHITECT	\$195 - \$220
PROJECT MANAGER	\$190 - \$200
JOB CAPTAIN	\$170 - \$190
ARCHITECTURAL INTERN	\$155 - \$170
ADMINISTRATIVE	\$140

The above billing rates are subject to adjustment annually.

### **II. REIMBURSABLE EXPENSES**

Consultants:	Cost plus 10%
Travel:	Private Vehicle per current IRS Scheduled Rate. Commercial travel & related expenses at cost plus 15%.
Other Project Expenses:	Cost plus 10%  Such as: printing, graphics, photography & reproduction, rental or purchase of special equipment and materials, long distance telephone, special shipping or delivery, models and renderings, lodging and subsistence.

Reimbursable Expenses are in addition to the fees for services and shall include actual expenditures made in the interest of the project such as transportation and living expenses when traveling in connection with the project.

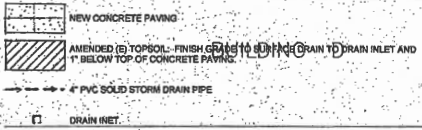
### **III. ADDITIONAL SERVICES**

Per the Schedule of Fees above.

**KEY NOTES**

- (A) 48" ADA ACCESSIBLE TABLE, MODEL P2504, AVAILABLE FROM WABASH VALLEY MANUFACTURING, PHONE: (800) 253-6919; COLOR BY OWNER; SURFACE MOUNT.
- (B) 48" OCTAGON TABLE, MODEL L2502, WABASH VALLEY, (800) 253-6919; COLOR BY OWNER; SURFACE MOUNT.
- (C) 6" BENCH, MODEL D5033, WABASH VALLEY, (800) 253-6919; COLOR BY OWNER; SURFACE MOUNT.
- (D) 32 GALLON TRASH RECEPTACLE, MODEL LR0321, SURFACE MOUNT POST, MODEL 10057, FLAT TOP LID, MODEL PTL32W, WABASH VALLEY, (800) 253-6919; COLOR BY OWNER.
- (E) TREE WELL.
- (F) DRAIN INLET, #30EL BR4, AVAILABLE FROM SANTA ROSA CAST PRODUCTS, (707) 546-6019. SET GRATE ELEVATION TO ALLOW SURFACE DRAINAGE WITHIN THE LANDSCAPE AREA TO ACCESS THE DRAIN. SEE LAYOUT LEGEND NOTE REGARDING AMENDED (E) TOPSOIL.

**LAYOUT LEGEND**

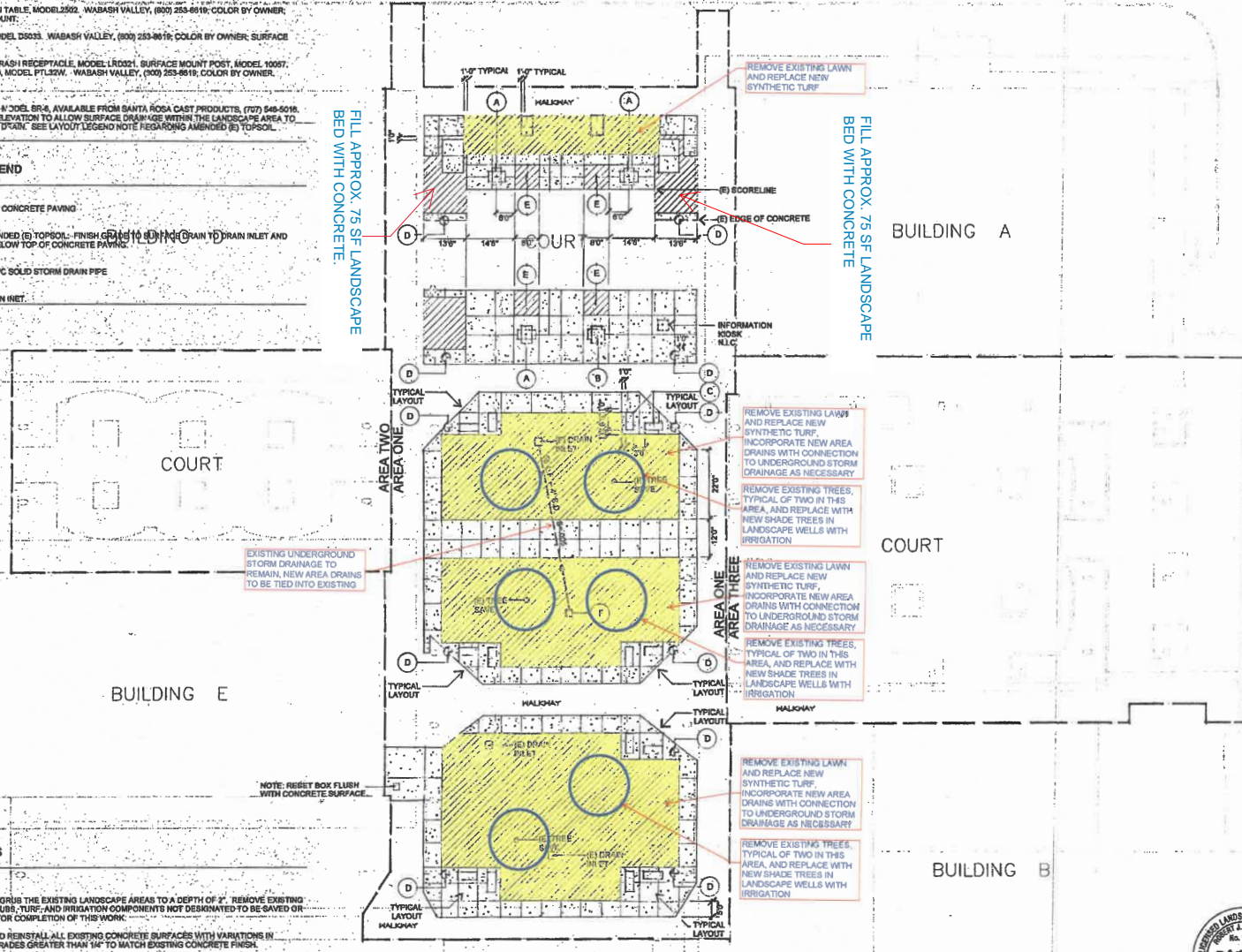


**PLAN NOTES**

- AREA ONE:**
- CLEAR AND GRUB THE EXISTING LANDSCAPE AREAS TO A DEPTH OF 2". REMOVE EXISTING TREES, SHRUBS, TURF, AND IRRIGATION COMPONENTS NOT DESIGNATED TO BE SAVED OR REQUIRED FOR COMPLETION OF THIS WORK.
  - REMOVE AND REINSTALL ALL EXISTING CONCRETE SURFACES WITH VARIATIONS IN SURFACE GRADES GREATER THAN 1/4" TO MATCH EXISTING CONCRETE FINISH.
  - REVIEW EXISTING CONCRETE PAVING WITH LANDSCAPE ARCHITECT AND IDENTIFY WITH RED PAINT AREAS TO BE REMOVED.
- AREAS TWO & THREE:**
- INSTALL A/C SURFACE PATCH TO ALL EXISTING CONCRETE SURFACES TO ELIMINATE ALL VARIATION IN SURFACE GRADES GREATER THAN 1/4".
  - REVIEW EXISTING CONCRETE SURFACES WITH LANDSCAPE ARCHITECT AND IDENTIFY WITH PAINT AREAS TO BE PATCHED.
  - THE A/C SURFACE PATCHES SHALL HAVE A MAXIMUM CROSS SLOPE OF 0%.

FILL APPROX. 75 SF LANDSCAPE BED WITH CONCRETE.

FILL APPROX. 75 SF LANDSCAPE BED WITH CONCRETE.



**RINCON VALLEY MIDDLE SCHOOL**

**MODERNIZATION PROJECT A**  
 4650 BADGER ROAD  
 SANTA ROSA, CALIFORNIA 95409.  
 SANTA ROSA CITY SCHOOLS  
 211 RIDGWAY AVENUE  
 SANTA ROSA, CALIFORNIA 95401



Project Number: 45004  
 Drawn By: [Signature]  
 Date: 24 JANUARY 2001  
 Revisions:



**LANDSCAPE LAYOUT PLAN**

L-1.0

P.O. BOX 448 GERRITON CA 95444  
 (707) 538-7668 FAX (707) 538-7253  
 E-MAIL: WELBORN@AOL.COM

Contract Number:

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## AMENDMENT 01

<b>Project:</b> Helen Lehman Elementary School  Courtyard Improvements 1700 Jennings Ave Santa Rosa, CA 95401	<b>Owner:</b> Santa Rosa Elementary School District Erik Oden, ED Facilities 211 Ridgway Ave Santa Rosa, CA 95401 eoden@srcs.k12.ca.us	<b>Arch Job #:</b> 1174.10  <b>Date:</b> May 27, 2024
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The following revisions shall be made part of the previously signed Agreement for Architectural Services between City of Santa Rosa Elementary School District and AXIA Architects, A California Corporation, dated March 4, 2024. All other parts of the previously signed Agreement shall remain unchanged.

**ITEM NO. 1**            The District has requested that AXIA Architects pay the DSA Plan Check Fee for Access Compliance and Fire Life Safety Review for Courtyard Improvement Projects. This request was provided in writing as the timeframe for a check request did not meet the accelerated schedule for DSA submission. Section 6 of Exhibit A – Project Assignment shall be modified to include Regulatory Fees as Reimbursable Expenses separate from Architect Compensation. There will be no AXIA mark-up added to Regulatory Fees.

A Reimbursable Expense of \$4,825.00 for payment of DSA Submission Plan Check for the above-mentioned project shall be authorized by the District. See attached DSA Fee Calculator for estimated fee for this project.

By signing below the parties agree to the above-mentioned revisions and authorize AXIA Architects to proceed.

\_\_\_\_\_  
Authorized District Signer

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Doug Hilberman, President  
AXIA Architects  
A California S Corporation

5/27/24  
Date



# Plan/Field Review Fee Calculator

### Project submitted to DSA

- on or after 5/1/2021
- between 3/1/2019 and 4/30/2021
- between 10/1/2017 and 2/28/2019
- between 2/1/2016 and 9/30/2017
- between 12/1/2014 and 1/31/2016
- between 6/1/2013 and 11/30/2014
- between 2/16/2010 and 5/31/2013
- before 2/1/2010

Project Type:

Select project type

School(K-12) ▼

Estimated Amt:

650000

Contracted Amt:

0

Construction

Change

0

Document Amt:

### Check review(s) for project

- Access Compliance
- Fire & Life Safety
- Structural Safety

Calculate

Fees may be mailed or hand delivered. DSA also accepts payments by credit card or electronic check online through a third-party software run by Fiserv at [DSA Filing, Invoice & Re-Exam Fees](http://www3.thepayplace.com/ca/dgsdsa/firfees) (www3.thepayplace.com/ca/dgsdsa/firfees). Proof of online payment must be submitted as directed in procedure *PR 20-02: Online Payments for Plan Review Filing Fees, Plan/Field Review Fee Invoices & Project Certification Re-Examination Fees*.

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
Filing Fee	\$2,875.00	\$1,950.00	\$0.00	\$4,825.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

## DGS Links

Contract Number:

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## PROJECT ASSIGNMENT #7

This Project Assignment (“Project Assignment”) is entered into as of March 27, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

### 1. Project Description.

Santa Rosa High School Exterior Painting, commencing June 2024.

### 2. Services to be Provided.

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

### 3. Project Schedule and Project Term.

Project commences June 2024 with an anticipated substantial completion date of August 2024. Contract term is from June to November 2024.

### 4. Project Budget.

The construction budget is \$1,281,950

### 5. Schedule of Fees (Compensation and Payment).

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

Payment for the Additional Services shall be as follows:

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

### 6. Special Conditions and/or Miscellaneous Provisions.

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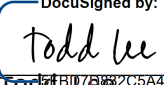
**IN WITNESS WHEREOF**, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa High School District

By:   
Name: Todd Lee  
Title: President

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

**FEE SCALE**

**CM Fee Proposal**

**Santa Rosa HS Exterior Painting and Dry Rot Repair Project**

**Construction Budget**

**\$1,281,950**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
6.00%	of Budget	\$1,281,950.00	\$ 76,917.00

**TOTALS: \$ 1,281,950 \$ 76,917**

95.00%	Construction		\$ 73,071.15
5.00%	Post Construction		\$ 3,845.85

**\$ 76,917.00**

**Billings**

June	Construction		\$ 24,357.05
July	Construction		\$ 24,357.05
August	Construction		\$ 24,357.05
September	Post Construction		\$ 1,281.95
October	Post Construction		\$ 1,281.95
November	Post Construction		\$ 1,281.95

**\$ 76,917.00**

**Reimbursable Expenses**

1.50%	of Budget	\$1,281,950.00	\$19,229.25
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<b>TOTAL PROPOSAL COST</b>		<b>\$ 96,146.25</b>
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Contract Number:

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## PROJECT ASSIGNMENT #8

This Project Assignment (“Project Assignment”) is entered into as of March 27, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

### 1. Project Description.

Maria Carillo High School Exterior Painting, commencing June 2024.

### 2. Services to be Provided.

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

### 3. Project Schedule and Project Term.

Project commences June 2024 with an anticipated substantial completion date of August 2024. Contract term is from June to November 2024.

### 4. Project Budget.

The construction budget is \$436,715

### 5. Schedule of Fees (Compensation and Payment).

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

Payment for the Additional Services shall be as follows:

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

### 6. Special Conditions and/or Miscellaneous Provisions.

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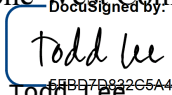
**IN WITNESS WHEREOF**, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa High School District

By:   
Name: Todd Lee  
Title: President

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

**FEE SCALE****CM Fee Proposal****Maria Carillo HS Exterior Painting and Dry Rot Repair Project****Construction Budget****\$436,715**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
6.00%	of Budget	\$436,715.00	\$ 26,202.90
<b>TOTALS:</b>		<b>\$ 436,715</b>	<b>\$ 26,203</b>

45.00%	Preconstruction		\$ 11,791.31
50.00%	Construction		\$ 13,101.45
5.00%	Post Construction		\$ 1,310.15
			<b>\$ 26,202.90</b>

**Billings**

May	Preconstruction		\$ 11,791.31
June	Construction		\$ 4,367.15
July	Construction		\$ 4,367.15
August	Construction		\$ 4,367.15
September	Post Construction		\$ 436.72
October	Post Construction		\$ 436.72
November	Post Construction		\$ 436.72
			<b>\$ 26,202.90</b>

**Reimbursable Expenses**

1.50%	of Budget	\$436,715.00	\$6,550.73
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<b>TOTAL PROPOSAL COST</b>		<b>\$ 32,753.63</b>
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Contract Number:

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## PROJECT ASSIGNMENT #9

This Project Assignment (“Project Assignment”) is entered into as of March 27, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

### 1. Project Description.

Herbert Slater Middle School Exterior Painting, commencing June 2024.

### 2. Services to be Provided.

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

### 3. Project Schedule and Project Term.

Project commences June 2024 with an anticipated substantial completion date of August 2024. Contract term is from June to November 2024.

### 4. Project Budget.

The construction budget is \$223,208

### 5. Schedule of Fees (Compensation and Payment).

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

Payment for the Additional Services shall be as follows:

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

### 6. Special Conditions and/or Miscellaneous Provisions.

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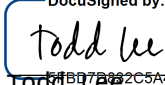
**IN WITNESS WHEREOF**, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa High School District

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Todd Lee  
Title: President

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

**FEE SCALE****CM Fee Proposal****Herbert Slater MS Exterior Painting and Dry Rot Repair Project****Construction Budget****\$223,208**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
6.00%	of Budget	\$223,208.00	\$ 13,392.48
<b>TOTALS:</b>		<b>\$ 223,208</b>	<b>\$ 13,392</b>

45.00%	Preconstruction		\$ 6,026.62
50.00%	Construction		\$ 6,696.24
5.00%	Post Construction		\$ 669.62
			<b>\$ 13,392.48</b>

**Billings**

May	Preconstruction		\$ 6,026.62
June	Construction		\$ 2,232.08
July	Construction		\$ 2,232.08
August	Construction		\$ 2,232.08
September	Post Construction		\$ 223.21
October	Post Construction		\$ 223.21
November	Post Construction		\$ 223.21
			<b>\$ 13,392.48</b>

**Reimbursable Expenses**

1.50%	of Budget	\$223,208.00	\$3,348.12
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<b>TOTAL PROPOSAL COST</b>		<b>\$ 16,740.60</b>
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Contract Number:

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## PROJECT ASSIGNMENT #10

This Project Assignment (“Project Assignment”) is entered into as of March 27, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

### 1. Project Description.

Hilliard Comstock Middle School Exterior Painting, commencing June 2024.

### 2. Services to be Provided.

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

### 3. Project Schedule and Project Term.

Project commences June 2024 with an anticipated substantial completion date of August 2024. Contract term is from June to November 2024.

### 4. Project Budget.

The construction budget is \$150,000

### 5. Schedule of Fees (Compensation and Payment).

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

Payment for the Additional Services shall be as follows:

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

### 6. Special Conditions and/or Miscellaneous Provisions.

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

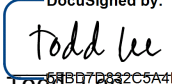
PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa High School District

By:

 DocuSigned by:  
Todd Lee

By:

Name:

Todd Lee

Name:

Title:

President

Title:

**FEE SCALE**

**CM Fee Proposal**

**Hilliard Comstock MS Exterior Painting and Dry Rot Repair Project**

**Construction Budget**

**\$150,000**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
6.00%	of Budget	\$150,000.00	\$ 9,000.00
<b>TOTALS:</b>		<b>\$ 150,000</b>	<b>\$ 9,000</b>

45.00%	Preconstruction		\$ 4,050.00
50.00%	Construction		\$ 4,500.00
5.00%	Post Construction		\$ 450.00
			<b>\$ 9,000.00</b>

**Billings**

May	Preconstruction		\$ 4,050.00
June	Construction		\$ 1,500.00
July	Construction		\$ 1,500.00
August	Construction		\$ 1,500.00
September	Post Construction		\$ 150.00
October	Post Construction		\$ 150.00
November	Post Construction		\$ 150.00
			<b>\$ 9,000.00</b>

**Reimbursable Expenses**

1.50%	of Budget	\$150,000.00	\$2,250.00
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<b>TOTAL PROPOSAL COST</b>		<b>\$ 11,250.00</b>
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Contract Number:

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## PROJECT ASSIGNMENT #11

This Project Assignment (“Project Assignment”) is entered into as of March 27, 2024 (“Effective Date”) by and between SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

### 1. Project Description.

Proctor Terrace Elementary School Exterior Painting, commencing June 2024.

### 2. Services to be Provided.

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

### 3. Project Schedule and Project Term.

Project commences June 2024 with an anticipated substantial completion date of August 2024. Contract term is from June to November 2024.

### 4. Project Budget.

The construction budget is \$160,001

### 5. Schedule of Fees (Compensation and Payment).

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

Payment for the Additional Services shall be as follows:

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

### 6. Special Conditions and/or Miscellaneous Provisions.

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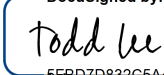
**IN WITNESS WHEREOF**, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa Elementary School District

By:   
Name: Todd Lee  
Title: President

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

**FEE SCALE****CM Fee Proposal****Proctor Terrace ES Exterior Painting and Dry Rot Repair Project****Construction Budget****\$160,001**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
6.00%	of Budget	\$160,001.00	\$ 9,600.06
<b>TOTALS:</b>		<b>\$ 160,001</b>	<b>\$ 9,600</b>

45.00%	Preconstruction		\$ 4,320.03
50.00%	Construction		\$ 4,800.03
5.00%	Post Construction		\$ 480.00
			<b>\$ 9,600.06</b>

**Billings**

May	Preconstruction		\$ 4,320.03
June	Construction		\$ 1,600.01
July	Construction		\$ 1,600.01
August	Construction		\$ 1,600.01
September	Post Construction		\$ 160.00
October	Post Construction		\$ 160.00
November	Post Construction		\$ 160.00
			<b>\$ 9,600.06</b>

**Reimbursable Expenses**

1.50%	of Budget	\$160,001.00	\$2,400.02
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<b>TOTAL PROPOSAL COST</b>		<b>\$ 12,000.08</b>
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Contract Number:

8

## **PROJECT ASSIGNMENT #12**

This Project Assignment (“Project Assignment”) is entered into as of March 27, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

### **1. Project Description.**

Piner High School Exterior Painting, commencing June 2024.

### **2. Services to be Provided.**

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

### **3. Project Schedule and Project Term.**

Project commences June 2024 with an anticipated substantial completion date of August 2024. Contract term is from June to November 2024.

### **4. Project Budget.**

The construction budget is \$520,000

### **5. Schedule of Fees (Compensation and Payment).**

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

Payment for the Additional Services shall be as follows:

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

### **6. Special Conditions and/or Miscellaneous Provisions.**

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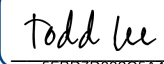
**IN WITNESS WHEREOF**, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa High School District

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Todd Lee  
Title: President

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

**FEE SCALE**

**CM Fee Proposal**

**Piner HS Exterior Painting and Dry Rot Repair Project**

**Construction Budget**

**\$520,000**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
6.00%	of Budget	\$520,000.00	\$ 31,200.00

**TOTALS: \$ 520,000 \$ 31,200**

45.00%	Preconstruction		\$ 14,040.00
50.00%	Construction		\$ 15,600.00
5.00%	Post Construction		\$ 1,560.00
			<b>\$ 31,200.00</b>

**Billings**

May	Preconstruction		\$ 14,040.00
June	Construction		\$ 5,200.00
July	Construction		\$ 5,200.00
August	Construction		\$ 5,200.00
September	Post Construction		\$ 520.00
October	Post Construction		\$ 520.00
November	Post Construction		\$ 520.00
			<b>\$ 31,200.00</b>

**Reimbursable Expenses**

1.50%	of Budget	\$520,000.00	\$7,800.00
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<b>TOTAL PROPOSAL COST</b>		<b>\$ 39,000.00</b>
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Contract Number:

9

## PROJECT ASSIGNMENT #13

This Project Assignment (“Project Assignment”) is entered into as of March 27, 2024 (“Effective Date”) by and between SANTA ROSA HIGH SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

### 1. Project Description.

Ridgway High School Exterior Painting, commencing June 2024.

### 2. Services to be Provided.

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

### 3. Project Schedule and Project Term.

Project commences June 2024 with an anticipated substantial completion date of August 2024. Contract term is from June to November 2024.

### 4. Project Budget.

The construction budget is \$66,663

### 5. Schedule of Fees (Compensation and Payment).

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

Payment for the Additional Services shall be as follows:

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

### 6. Special Conditions and/or Miscellaneous Provisions.

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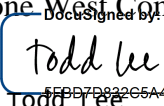
**IN WITNESS WHEREOF**, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa High School District

By:   
Name: Todd Lee  
Title: President

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

**FEE SCALE**

**CM Fee Proposal**

**Ridgway HS Exterior Painting and Dry Rot Repair Project**

**Construction Budget**

**\$66,663**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
6.00%	of Budget	\$66,663.00	\$ 3,999.78
<b>TOTALS:</b>		<b>\$ 66,663</b>	<b>\$ 4,000</b>

45.00%	Preconstruction		\$ 1,799.90
50.00%	Construction		\$ 1,999.89
5.00%	Post Construction		\$ 199.99
			<b>\$ 3,999.78</b>

**Billings**

May	Preconstruction		\$ 1,799.90
June	Construction		\$ 666.63
July	Construction		\$ 666.63
August	Construction		\$ 666.63
September	Post Construction		\$ 66.66
October	Post Construction		\$ 66.66
November	Post Construction		\$ 66.66
			<b>\$ 3,999.78</b>

**Reimbursable Expenses**

1.50%	of Budget	\$66,663.00	\$999.95
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<b>TOTAL PROPOSAL COST</b>		<b>\$ 4,999.73</b>
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Contract Number:

10

## PROJECT ASSIGNMENT #14

This Project Assignment (“Project Assignment”) is entered into as of March 27, 2024 (“Effective Date”) by and between SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

### 1. Project Description.

Albert Biella Elementary School Exterior Painting, commencing June 2024.

### 2. Services to be Provided.

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

### 3. Project Schedule and Project Term.

Project commences June 2024 with an anticipated substantial completion date of August 2024. Contract term is from June to November 2024.

### 4. Project Budget.

The construction budget is \$143,000

### 5. Schedule of Fees (Compensation and Payment).

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

Payment for the Additional Services shall be as follows:

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

### 6. Special Conditions and/or Miscellaneous Provisions.

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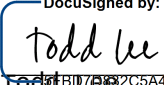
**IN WITNESS WHEREOF**, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa Elementary School District

By:   
Name: Todd Lee  
Title: President

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

**FEE SCALE****CM Fee Proposal****Albert Biella ES Exterior Painting and Dry Rot Repair Project****Construction Budget****\$143,000**

<b>%</b>	<b>APPORTIONMENT</b>	<b>COST</b>	<b>FEE</b>
6.00%	of Budget	\$143,000.00	\$ 8,580.00
<b>TOTALS:</b>		<b>\$ 143,000</b>	<b>\$ 8,580</b>

45.00%	Preconstruction		\$ 3,861.00
50.00%	Construction		\$ 4,290.00
5.00%	Post Construction		\$ 429.00
			<b>\$ 8,580.00</b>

**Billings**

May	Preconstruction		\$ 3,861.00
June	Construction		\$ 1,430.00
July	Construction		\$ 1,430.00
August	Construction		\$ 1,430.00
September	Post Construction		\$ 143.00
October	Post Construction		\$ 143.00
November	Post Construction		\$ 143.00
			<b>\$ 8,580.00</b>

**Reimbursable Expenses**

1.50%	of Budget	\$143,000.00	\$2,145.00
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<b>TOTAL PROPOSAL COST</b>		<b>\$ 10,725.00</b>
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Contract Number:

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**California Uniform Public Construction Cost Accounting Act**

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

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

**Steele Lane Elementary - Fencing @ Annex Building**

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1. Contract for Labor and Materials
  2. Performance and Payment Bonds
  3. General Conditions
  4. Project Forms
-

**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

**Steele Lane Elementary - Fencing @ Annex Building**

**3. CONTRACT FOR LABOR AND MATERIALS**

## **CONTRACT FOR LABOR AND MATERIALS**

This Contract for Labor and Materials (“Contract”) is entered into as of June 13, 2024, by and between the SANTA ROSA ELEMENTARY SCHOOL DISTRICT, a California public school district (“District”), and Ahlborn Fence & Steel 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 Steele Lane Elementary - Fencing @ Annex Building (“**Project**”). The location of the Project is 301 Steele Ln, Santa Rosa (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 Thirty Five Thousand, Eight Hundred Eighty-Seven Dollars (\$ 35,887.00). The Contract Price is based upon the Contractor's Base Proposal for the Work and the following Alternate Items, if any: Contingency Allowance for unseen additional 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 by August 1st (50) days after the commencement date of the Work set forth in the Notice to Proceed. Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

#### 8. **Limitation on Damages**

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

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

## **9. Liquidated Damages**

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

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

10. **Insurance**

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

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

<b>Policy of Insurance</b>	<b>Minimum Coverage Amount</b>
Commercial General Liability Insurance	Per Occurrence: \$1,000,000 Aggregate: \$2,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage [is not] required.

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

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

11. **Notices**

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

**If to the District:**

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

**If to the Contractor:**

Ahlborn Steel & Fencing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

13. **Audit**

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

14. **Compliance with Law**

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

15. **Authority to Execute**

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

*[Remainder of page intentionally left blank.]*

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

SANTA ROSA ELEMENTARY SCHOOL DISTRICT

Ahlborn Fence & Steel 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**

**Steele Lane Elementary - Fencing @ Annex Building**

**4. PERFORMANCE AND PAYMENT BONDS**

**PERFORMANCE BOND**

WHEREAS, the Board of Education of the Santa Rosa City Schools (“District”), at its meeting on June 12, 2024, has awarded to Ahlborn Fence & Steel Inc. (“Principal”), the Contract for performance of the following project (“Project”): Steele Lane Elementary - Fencing @ Annex Building.

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, hereby guarantee the Principal’s full, faithful and complete performance of the Contract Document requirements in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment of which sum will and truly be made; we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal’s failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure, indemnify, defend, and hold harmless the District, its Board, officers, employees, agents, and assigns, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract Documents shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition.

In the event of the District’s termination of the Contract due to the Principal’s breach or default of the Contract Documents, within twenty (20) days after written notice from the District to the Surety of the Principal’s breach or default of the Contract Documents and District’s termination of the Contract, the Surety shall notify District in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense (“Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District,

which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including, without limitation, the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any work which increases the Contract Price.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to all of the District's attorney's fees, costs and expenses incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

***[Remainder of page intentionally left blank]***

In witness whereof, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

\_\_\_\_\_  
PRINCIPAL

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

TITLE \_\_\_\_\_

\_\_\_\_\_  
SURETY

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

TITLE \_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized District Signature

**PAYMENT BOND**

WHEREAS, the Santa Rosa Elementary School District (“District”) and the Contractor, Ahlborn Fence & Steel Inc. (“Principal”), have entered into a contract (“Contract”) for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the installation services associated with the Steele Lane Elementary - Fencing @ Annex Building. (“Project”), which Contract dated June 13, 2024, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, the Contract is a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00), pursuant to California Civil Code section 9550 *et seq.*; and

WHEREAS, Contractor/Principal is required by California Civil Code section 9550 *et seq.* to furnish a bond in connection with the Contract.

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_ as Surety, are held firmly bound unto District in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a Subcontractor, shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney’s fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550, *et seq.*

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or

relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

In witness whereof, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

\_\_\_\_\_  
PRINCIPAL

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized District Signature

**SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

**Steele Lane Elementary - Fencing @ Annex Building**

**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**

**Steele Lane Elementary - Fencing @ Annex Building**

**6. PROJECT FORMS**

## GUARANTEE

**Project:**     Steele Lane Elementary - Fencing @ Annex Building

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 Ahlborn Fence & Steel Inc. (“Contractor”) is exempt from the criminal background check certification requirements for the Contract dated June 13, 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 & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**SUBCONTRACTOR’S EXEMPTION**

The Santa Rosa Elementary School District (“District”) entered into a Contract for services with Ahlborn Fence & Steel Inc. (“Contractor”) on or about June 13, 2024 (“Contract”). Pursuant to Education Code Sections 45125.1 and 45125.2, the District has determined that \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract (“Subcontractor”), is exempt from the criminal background check certification requirements for the Contract because:

- The Subcontractor’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 and/or Subcontractor have 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



1230 Century Court  
Santa Rosa, CA 95403

P: (707) 573-0742 | F: (707) 573-0788  
www.ahlbornco.com

License No. 793504 | C-13 C-23 C-51

DIR No. 1000001160

## PROPOSAL

Proposal Name: Steele Lane Elementary Annex  
Project Location: Steele Lane, Santa Rosa  
Proposal #: 12813

VPCS  
Attn: Jonette Johnson  
Ph: 707-337-9399  
Email: Jonette.johnson@vpcsonline.com

Rev #	Date
0	5/22/24
1	5/23/24

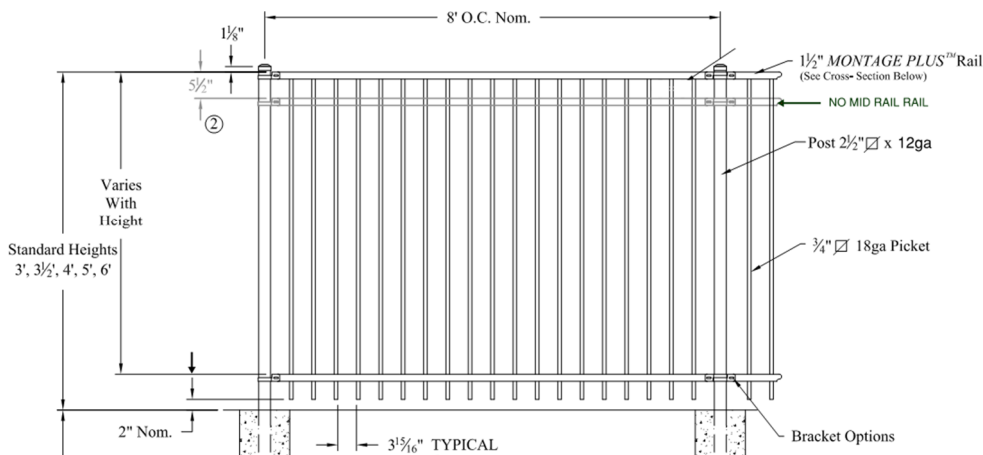
Ahlborn Fence & Steel, Inc. proposes to provide materials and/or labor to complete the following work:

### Installed Bid Items:

**Installed Item #1:** Install approximately 64 ft of 4ft high and 30ft of 6ft high Ameristar ornamental iron fencing in front of the building. Included will be one pair of double swing ADA swing gates with interior panic hardware and exterior plates with pull handle. Key cylinders to be rekeyed by others. \$ft high fence will be mounted on top of the existing CMU block wall. ^ ft will enclose the entry way area to the building.

- Posts- 2-1/2" sq tube flange mounted to top of wall and existing concrete.
- Panels- Ameristar Montage Plus two rail Majestic style panel with flush top rail and 3/4" vertical pickets.
- Gates- Fabricated to accent the fencing. Gates will have 2"x4" end verticals, 10" kick plat on push side. 9800 Series Von Duprin Panic devices with exterior pull handle and key cylinders. Gates and side panels will have perforated panels attached to fence panels to prevent access to latches from the exterior side of the fence and gates. Mammoth self-closing hydraulic hinges
- Finish—Panels and posts will be factory coated black.

**Total Base Bid for Work as Described Above = \$30,887.00**



### **Alternate Pricing Options**

**For black coated chain link fence with top rail and ADA gates in same layout as above. = \$26,895.00**

- Posts- 2-3/8" black coated sch40 pipe.
- Top rail\_ 1-5/8" black coated sch40 pipe
- Fabric- 4ft and 6ft high 11core 8ga finish black vinyl coated with 2" diamond pattern.
- Gates- Fabricated like gates above. Perf panel infill with Mammoth self-closing hydraulic hinges and Von Duprin panic hardware.

**Add for Contingency Allowance for unseen additional work \$5,000.00**

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### **Project Specific Exclusions & Clarifications:**

1. Demolition & removal of existing materials is not included within the proposed scope of work.
  2. This proposal does not include an allowance for excavation conflicts below grade. Coring, jack-hammering, and general demolition/removal of any conflicts below the existing and obvious surface conditions can be performed on a time and material basis (as needed).
  3. All soil resulting from the excavation of footings is to be redistributed on the project site (off-hauling of soil material is not included within the proposed scope of work).
  4. All concrete work (mow strips, flatwork, cutting, patching, or otherwise) is to be provided by others unless otherwise indicated above.
  5. Painting, priming, staining, and/or all custom finishes are not included within the proposed scope of work unless otherwise indicated above.
- 

Regarding all public works bids that have a bid opening date: *Ahlborn Fence & Steel, Inc. must be notified within 10 days of bid date if listed as a subcontractor on this project. We reserve the right to withdraw our bid if not notified within this time frame.*

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Unless noted otherwise above, Ahlborn Fence & Steel, Inc. standard change order rates are as follows:

Field: \$130.00 per hour | Shop Fabrication: \$110.00 per hour | Detailing: \$120.00 per hour

*\*Rates include small tools & consumables.*

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### **Standard Exclusions & Clarifications:**

1. Demolition & removal of existing materials is excluded unless specifically included above.
2. Permits, bonds, and inspection fees are excluded. General Contractor is to provide, at no cost to Ahlborn, the necessary street use permits for cranes and steel delivery trucks.
3. Excludes engineering, calculations, bonds, fees, special insurances, surveying, or as-built drawings unless specifically included above.
4. Ahlborn Structural Steel, Inc. will be responsible for ordering a standard Underground Service Alert (U.S.A.) for location of public utilities when applicable to the work proposed above. Damage done to unmarked private utilities is not the responsibility of Ahlborn Structural Steel, Inc.
  - a. Private utilities are to be located and marked by others.
5. Exact layouts, locations, and elevations of the work to be installed are to be determined by the owner prior to mobilization.
  - b. The General Contractor is responsible for grades, grid lines, elevations, and anchor bolt locations.
6. Costs associated with excavation conflicts below grade are to be excluded. Coring, jack-hammering, and general demolition/removal of any conflicts below the existing and obvious surface conditions can be performed on a time and material basis (as needed).
7. All soil resulting from the excavation of footings is to be redistributed on the project site (off-hauling of soil material is not included within the proposed scope of work).
8. All concrete work (mow strips, grade beams, flatwork, cutting, patching, or otherwise) is to be excluded unless specifically included above.
9. All protection of potential runoff into waterways and drainage systems is excluded.
10. After execution of contract, deleted scope items may not be credited at full price due to costs associated with Ahlborn Structural Steel, Inc.' administrative and set up procedures.
11. All excavated posthole dirt will be spread on site unless specifically included above.
12. All painting, staining, and custom finishes are excluded unless specifically included above.
13. Matching colored concrete is excluded.
14. Traffic control is excluded.

15. Ahlborn excludes traffic control and all related design, engineering, and staffing.
  - c. The supply of markers, signs, barriers, and related materials is also excluded unless specifically indicated above.
16. Price based on continuous installation to include all units without interruption unless specifically included above. Additional mobilizations will be priced accordingly.
17. Installation of work shall be based on a full 8-hour workday unless otherwise indicated above.
18. Work is to be installed per an agreed upon preliminary schedule.
19. Costs incurred by deviations from plans and field discrepancies shall be borne by the General Contractor.
  - d. Any alterations shall be agreed upon in writing and work shall commence only after a Change Order has been signed.
20. Structural steel fabrications to be processed with a high-definition plasma fabrication system which is in full accordance with AISC standards.
21. One leveling nut will be set to grade by the General Contractor at each structural steel footing.
22. Carpenter Iron: Described as loose structural shapes, brackets, or fabricated assemblies which attach to the building by bolting to wood or concrete and not to steel are to be F.O.B. (not installed) unless specifically included above.
23. Wood, masonry, and concrete connections are by others unless specifically included above.
  - e. Bolts, anchor bolts, drilling, or mounting anything other than steel unless specifically included above.
24. Manufactured items (such as Simpson Hardware) are excluded unless specifically included above.
25. Grout, epoxy adhesive, sandblasting, galvanizing, 10-gauge metals or lighter, and finish painting are excluded unless provided in scope unless specifically included above.
26. Nonferrous metals, stainless steel, cast iron, pipe sleeves, and backing plates are excluded unless provided in scope unless specifically included above.
27. Protection of existing conditions & finishes (i.e., glass, finish paint, stucco, drywall, concrete, landscape, etc.) are excluded unless provided in scope unless specifically included above.
28. Gratings, grilles, expansion joints, stair nosings, glass stops, roof hatches, steel joists, and accessories are excluded unless provided in scope unless specifically included above.
29. Welding inspection is by others. Scheduling for inspection will be provided by Ahlborn Structural Steel, Inc.
30. The General Contractor or Construction Manager is the Controlling Contractor as defined by Cal/OSHA Article 29. Section 1710 (b). Responsibilities set forth in this Article will be borne by the General Contractor, including sections 1710 (c)(3)(A), 1710 (c)(3)(B), and 1710 (c)(3)(C), requiring the General Contractor provide adequate access for erectors crane and equipment including a platform capable of supporting such equipment as well as vehicular and pedestrian control. Also include all necessary demo to access the proposed installation locations.
31. Field welding is defined as welding required to install Ahlborn supplied materials.
32. Field touch-up painting of structural steel is excluded.
33. FOB items shall be fabricated per design drawings, all field dimensions and verification shall be by general contractor.
34. Ahlborn excludes supply, preparation, installation, and maintenance of safety cabling/temporary guardrails at each structural steel framed floor as well as protection measures at any fall hazards created at roof perimeters with metal decking and around structural framed openings with dimensions of 4'x 6' or greater in accordance with Cal/OSHA Article 16 unless otherwise stated above.
  - f. It is the General Contractor's responsibility to supply a guardrail if required.
35. Priming or painting of galvanized surfaces is excluded.
36. Temporary access/stairs for structures 24'-0 in height and greater is to be excluded.
  - g. Means of access is to be supplied, installed, and maintained by others.
  - h. Manlift equipment for structures above 60'-0 in height, or when otherwise warranted for emergency access, to be provided and maintained by others.
37. All hardware related to FOB items are to be excluded unless specifically included above.
38. Field dimensioning or surveying of existing structures is to be excluded.
39. Prime paint is intended to be short-term protection per AISC. All prime/paint items will be field painted by others within ninety (90) days of delivery to jobsite if not specifically included above. Steel Subcontractor is not responsible for the deterioration of the prime paint coat that may result from extended exposure to the elements. Typical abrasions to the shop prime paint coat such as forklift marks, dunnage marks, handprints, marks from shipping tie down, unloading, and choking occurring at fabrication facilities, during shipment, and erection shall be acceptable and will be left as is upon delivery.
40. Ownership of FOB products passes to the General Contractor or owner at the time of delivery.
41. Retention is due in within 30 days after completion of installation/erection.
42. Excludes all work not shown on the architectural or structural drawings unless specifically included above.
43. If awarded the contract, Ahlborn must be provided with two sets of contract drawings and specifications.
44. General Contractor is to provide wash facilities and labor to wash vehicle wheels prior to the Ahlborn vehicles leaving the site.
45. X-raying or locating embedded steel in new or existing concrete is to be excluded unless specifically included above.
46. Nuts and washers for welded studs used for wood or metal stud attachment are to be excluded unless specifically included above.

47. This entire proposal must be included as part of the subcontract.

---

**Note: Ahlborn Fence & Steel, Inc. will honor all labor and installation values for 30 (thirty) days from the proposal date. Due to the current, constantly fluctuating state of material costs, all scopes not contracted within 30 (thirty) days from the proposal date may be reevaluated for escalation.**

*Ahlborn Companies are a proud member of the American Fence Association, the California Fence Contractors Association, the National Ornamental & Miscellaneous Metals Association, and the North Coast Builders Exchange. We would like to thank you for taking the time to review our proposal. Should you have any questions or if I can be of further assistance, please do not hesitate to call.*

Respectfully submitted,

Hans Wandel  
Ahlborn Fence & Steel, Inc.



---

Customer Signature of Acceptance

---

Date

**Contract Number:**

---

**SANTA ROSA ELEMENTARY /HIGH SCHOOL  
DISTRICT**

**DO Move Phase 4- Suite 105  
Faux Office Build-Out**

**3. CONTRACT FOR LABOR AND MATERIALS**

## **CONTRACT FOR LABOR AND MATERIALS**

This Contract for Labor and Materials (“Contract”) is entered into as of June 13, 2024, by and between the SANTA ROSA ELEMENTARY/HIGH SCHOOL DISTRICT, a California public school district (“District”), and Coordinated Project Installations (“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:**

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

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as DO Move Phase 4 - Suite 105: Faux Office Build-Out. The location of the Project is 110 Stony Point Road, Suite 105 (the “Site”). See attached proposal.

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.

**5. Architect/Design Professional In Charge**

The Architect or Design Professional in charge is not applicable.

**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 Six Thousand Four Hundred Eighty Dollars (\$6,480.00). The Contract Price is based upon the Contractor's Base Quote Proposal for the Work.
- b. **Progress Payment Retention**. If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to the Contract General Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.

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

**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 twenty Dollars (\$20).

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:

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

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

<b>Policy of Insurance</b>	<b>Minimum Coverage Amount</b>
Commercial General Liability Insurance	Per Occurrence: [ <b>1,000,000</b> ] Aggregate: [ <b>2,000,000</b> ]
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/High School District  
211 Ridgway Avenue  
Santa Rosa, CA 95401

**If to the Contractor:**

Rich Vitali  
CPI  
324 Yolanda Ave.  
Santa Rosa, CA 95404

**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

Coordinated Project Installations

\_\_\_\_\_  
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/HIGH SCHOOL  
DISTRICT**

**DO Move Phase 4- Suite 105  
Faux Office build out**

**5. GENERAL CONDITIONS**

## GENERAL CONDITIONS

1. **Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
2. **Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
3. **Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
4. **Changes.**
  - 4.1 **Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in the Contract. Changes approved by the District shall be reduced to Change Order in the form established by the District.

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

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

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

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

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

**6. Labor.**

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

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

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

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

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

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

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

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

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

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

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

**12. Delays and Time Extensions.**

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

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

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

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

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

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

**16. Miscellaneous.**

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

## 16.2 Disputes.

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

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

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

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

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

days after the issuance date of the Claim Review Statement.

**16.2.3 Meet and Confer.**

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

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

**16.2.4 Non-Binding Mediation.**

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

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

portion of the Claim.

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

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

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

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

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

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

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

[END OF GENERAL CONDITIONS]

**SANTA ROSA ELEMENTARY/HIGH SCHOOL  
DISTRICT**

**DO Move Phase 4- Suite 105  
Faux Office Build-Out**

**6. PROJECT FORMS**

**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 Coordinated Project Installations, Inc. (“Contractor”) is exempt from the criminal background check certification requirements for the Contract dated May 9, 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

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

# Estimate

Date	Estimate #
5/28/2024	20624

Name/Address
Santa Rosa City Schools

Project	Requested By	Terms
2 offices and 1 Huddle	Felicia	Net 30

Description	Total
<p>Pull from storage, deliver and install the following on prevailing wages</p> <ul style="list-style-type: none"> <li>(2) offices</li> <li>(1) Huddle room with (1) 79X60 Video Huddle Table</li> <li>(3) Round tables</li> <li>(6) Guest chairs</li> <li>(1) 36X72 Bookcase</li> <li>(1) 36X36 Bookcase</li> <li>(15) Task chairs</li> </ul> <p>Quote is based on e-mail received and assumes all work done on normal time.</p> <p>Lic.# 879120</p> <p><b>TERMS &amp; CONDITIONS:</b>            ***CPI is not responsible for security of project after delivery to job site            ***Additions to project after quotation may result in extra charges            ***Job-site must be free and clear of all items unrelated to installation            ***Product received at CPI warehouse and stored beyond 30 days will incur storage charges</p>	<p>6,480.00</p>
<b>Total</b>	<b>\$6,480.00</b>

Contract Number:

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## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated May 29, 2024, for reference purposes only, and is made by and between SANTA ROSA ELEMENTARY SCHOOL DISTRICT, California public school districts (“District”) and Brelje & Race (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).*[Topo & underground utility surveys. See attached proposal.]*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on [June 13, 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 [\$ 16,300]. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties

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

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

### 13. Insurance.

#### 13.1 Insurance Requirement

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

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

\$1,000,000 per occurrence

\$ 100,000 fire damage

\$ 5,000 med expenses

\$1,000,000 personal & adv. injury

\$2,000,000 general aggregate

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

Sexual Abuse and Molestation coverage

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

### 13.2. Proof of Carriage of Insurance.

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

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

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

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>If to the District:</b> Lisa August Associate Superintendent Business Services Santa Rosa City Schools 211 Ridgway Avenue Santa Rosa, CA 95401	<b>If to the Contractor:</b> Brelje & Race 475 Aviation Blvd. Suite 120 Santa Rosa, CA 95403
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Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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

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

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

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

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

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

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

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

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

36. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its

legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

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

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

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

**[Signatures on Following Page]**

<b>CONSULTANT: Brelje &amp; Race</b>	<b>SANTA ROSA CITY SCHOOLS</b>
By: <u>Paul Bartholow</u>	By: _____
Name: <u>Paul Bartholow</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: <u>5/30/2024</u>	Date: _____

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 5/30/2024

Name of Consultant: Brelje & Race Consulting Engineers

Signature: Paul Bartholow

Print Name: Paul Bartholow

Title: President

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

### CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

By: <u>Paul Bartholow</u>
Name: <u>Paul Bartholow</u>
Title: <u>President</u>
Date: <u>5/30/2024</u>

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

*(Consultant REQUIRED to complete.)*

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

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

- Surveillance of Employees by District personnel.

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

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

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

<p><b><u>CONSULTANT</u></b></p> <p>By: <u>Paul Bartholow</u></p> <p>Name: <u>Paul Bartholow</u></p> <p>Title: <u>President</u></p> <p>Date: <u>5/30/2024</u></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><b><u>DISTRICT:</u></b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	
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### HEALTH SCREENING CERTIFICATION

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

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

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

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

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

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

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

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

Executed at Santa Rosa California on 5/30/2024

Consultant Signature: Paul Bartholow

Date 5/30/2024

Please Print Name: Paul Bartholow

Mailing Address: 475 Aviation Blvd

Social Security Number: \_\_\_\_\_ or Tax ID: 94-1482242

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

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

**EXHIBIT "A"**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

648-102/6759457.1



EXHIBIT "A"  
SCOPE OF SURVEYING SERVICES  
**TOPOGRAPHIC MAPPING AND UTILITY SURVEY**  
**STEELE LANE ES PORTABLE CLASSROOMS**  
PREPARED FOR  
**SANTA ROSA CITY SCHOOL DISTRICT**  
**C/O JONETTE JOHNSON, VPCS**  
PREPARED BY  
**BRELJE & RACE ENGINEERS**  
**B&R JOB NO. 4329.02**  
May 28, 2024

**Discussion**

Our office was contacted to provide a proposal to prepare a design level topographic map and underground utility survey at Steele Lane Elementary School located at 301 Steele Lane, Santa Rosa. This topographic mapping and utility survey is being performed to support the construction of new portable classrooms along the westerly portion of the campus. The limits of ground and utility surveys are 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 blue cloud on the attached Exhibit B. Topographic mapping within the limits shown will include:

- Building corners
- Grade elevations at exterior doors
- Existing building finished floor elevations where possible
- Existing walkways with paired elevations at 15' o.c. for cross slope determination
- Top of curbs at all angle points, BCR, ECR, and at 25' o.c. maximum
- Grade shots through open paving or other areas at 50' o.c. maximum
- Swales or drainage courses
- Hardscape features
- Stairs and ramps
- Fences and gates
- Retaining walls, including TW and BW elevations
- Water valve boxes, irrigation boxes, dry utility structures, etc.
- Visible surface utility features
- 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. **Underground Utility Survey**

Location of underground utilities by Subtronic Corporation utilizing electromagnetic field induction and ground penetrating radar for location limited to the area indicated within the red border on the attached exhibit B:

- Metallic utilities – electric, telephone, gas, and water
- Non-metallic utilities with tracer wire visible
- Sewer and drain lines with minimum 4” cleanout or manhole access will be located by inserting a transmitter
- Incorporation of underground utility information, provided in CAD by Subtronic to Brelje & Race, into topographic mapping. Adjustment of linework, layers, and text for plan clarity.

3. **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:	\$ 8,100.00
Item 2.: Underground Utility Survey:	\$ 8,200.00

**Total Fee: \$ 16,300.00**

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

4. **Assumptions and Limitations**

- Survey will not include features (cleanouts, manholes, drop inlets, etc.) that are obscured by vegetation, debris, or otherwise hidden.
- Subtronic Corporation shall be subcontracted by Brelje & Race to provide underground utility locating services.
- Topographic survey does not include a boundary survey. Property lines and easement locations will not be shown. For the delineation and location of property lines and easements, an additional services agreement would be necessary.
- Owner to provide any available existing record utility plans.
- Depths of utilities will be provided where possible within 10% accuracy.
- Proposal assumes that owner will pay all application, processing, inspection, and other fees in conjunction with this application.
- 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.

# Exhibit B

Extents of  
Topographic ground  
survey

Extents of  
underground  
utility survey

Steele Lane Elementary School



**Certificate Of Completion**

Envelope Id: 1AC55E3716454733B12F8D3347985B02	Status: Completed
Subject: Docusign: SLES_Brelje & Race Professional Services Agreement .docx.pdf, 4329.02 S...	
Source Envelope:	
Document Pages: 19	Signatures: 4
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 98.97.24.116

**Record Tracking**

Status: Original	Holder: Jonette Johnson	Location: DocuSign
5/29/2024 10:06:07 PM	jonette.johnson@vpcsonline.com	

**Signer Events**

Signature	Timestamp
Paul Bartholow bartholow@brce.com President Brelje & Race Consulting Engineers Security Level: Email, Account Authentication (None)	Sent: 5/29/2024 10:15:53 PM Viewed: 5/30/2024 7:12:27 AM Signed: 5/30/2024 7:53:57 AM
Signature Adoption: Pre-selected Style Using IP Address: 75.101.35.242	

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/30/2024 7:12:27 AM  
 ID: 2475ef87-8d32-496b-9cec-8f8424928264

**In Person Signer Events**

Signature	Timestamp
-----------	-----------

**Editor Delivery Events**

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

**Agent Delivery Events**

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

**Intermediary Delivery Events**

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

**Certified Delivery Events**

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

**Carbon Copy Events**

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

**Witness Events**

Signature	Timestamp
-----------	-----------

**Notary Events**

Signature	Timestamp
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**Envelope Summary Events**

Status	Timestamps
Envelope Sent	Hashed/Encrypted 5/29/2024 10:15:54 PM
Certified Delivered	Security Checked 5/30/2024 7:12:27 AM
Signing Complete	Security Checked 5/30/2024 7:53:57 AM
Completed	Security Checked 5/30/2024 7:53:57 AM

**Payment Events**

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

**Electronic Record and Signature Disclosure**

Contract Number:

14



1-800-295-5510  
 uline.com  
 customer.service@uline.com

**PRICING  
REQUEST**

REQUEST # 19316382

Thank you for your interest in Uline!

**PROVIDED TO:** SANTA ROSA CITY SCHOOLS  
 211 RIDGWAY AVE  
 SANTA ROSA CA 95401-4320

**SHIP TO:** SANTA ROSA CITY SCHOOLS  
 211 RIDGWAY AVE  
 SANTA ROSA CA 95401-4320

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
3483654			DC LOGISTICS	05/29/24	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
6	EA	H-9445	PORTABLE STAGE SKIRTING - 48 X 24"	115.00	690.00
1	EA	H-9446	PORTABLE STAGE DOLLY	1,025.00	1,025.00
1	EA	H-9442	PORTABLE STAGE STEPS	520.00	520.00
4	EA	H-9441	PORTABLE STAGE - 96 X 48"	890.00	3,560.00

SUB-TOTAL 5,795.00	SALES TAX 536.18	SHIPPING/HANDLING 105.30	TOTAL 6,436.48
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**NOTE:**

DELIVERY TIME 1 BUSINESS DAY VIA DC LOGISTICS.  
 ATTENTION: ERIK ODEN

Contract Number:

15



**National  
Purchasing  
Partners  
Government**

ALL PURCHASE ORDERS, CONTRACTS, AND  
CHECKS TO BE MADE OUT TO:  
**Ross Recreation Equipment, Inc.**  
100 Brush Creek Road, #206  
Santa Rosa, CA. 95404  
707.538.3800 - [accounting@rossrec.com](mailto:accounting@rossrec.com)

PS21070

Prepared For:

Bill To Name	Santa Rosa City Schools	Ship To Name	Albert Biella Elementary Sch
Bill To	211 Ridgway Avenue Santa Rosa, California 95401-4386 United States	Ship To	2140 Jennings Ave Santa Rosa, California 95401 United States
Quote Number	00043572	Quote Date	5/10/2024
Opportunity Name	Biella ES Playground	Quote Exp Date	5/31/2024
Quote Name	Biella Playground - PIP Option	Est Lead Time	Check with Sales Rep

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Rentals	366 linear feet of temporary construction fencing for duration of project completion (or up to 6 months if requested for longer by the district)	\$2,436.00	\$2,436.00
1.00	PlayBooster, 5-12	Landscape Structures PlayBooster Design #1181639-01-02	\$137,050.00	\$137,050.00
1.00	Install - Play Equipment	<p>Installation of Landscape Structures design #1181639-01-02 by a manufacturer certified installer.</p> <p>*Project DIR # needed for state Prevailing Wage projects. Quoted price assumes following the PSA provided. If project has additional labor requirements, additional costs will be incurred through a change order to the originally quoted labor prices shown on this quote unless otherwise noted.</p> <p>*Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.</p> <p>*Installation quoted includes standard manufacturer provided footing details. If different and/or engineered footing details are provided by the contractor/owner/specifier, a change order will be required.</p> <p>*Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.</p>	\$52,765.00	\$52,765.00
1.00	PIP Rubber	<p>Surface America Poured-In-Place Rubber surfacing materials:                      ~ Square Footage: 4800 sqft (per LSI design drawings for new area + 600sf for existing space)                      ~ Thickness: 3.5" (per 8' CFH of play equipment)                      ~ Binder: Aliphatic                      ~ Color: 50% Color &amp; 50% Black speckled mix (additional cost will apply for a higher percentage color ratio)</p> <p>*Rubber surfacing will follow the contour of the sub-base and will be 3.5" thick throughout the area.                      *Any change to color, thickness, square footage or binder type will require a change order.                      *It is the responsibility of the Owner to verify all colors and square footage prior to placing</p>	\$76,480.00	\$76,480.00

		an order. Any changes will require a revised quote and may result in a price increase. *Pricing does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt or Compacted Base Rock. More details available upon request. *Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200 GMax.		
1.00	Install - Rubber Surfacing	Installation of Surface America Poured-in-Place rubber surfacing for 4800 square feet at a 3.5" thickness by a manufacturer certified installer. Surface will be blended as well as possible with existing PIP rubber surfac. Price does not include sub-base preparation, drainage, design work or inspections. Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/200 GMax. Installations over 1,800 sq ft will have seams in the finished surface.grade. Surfacing will be installed to follow slope of the sub-base and thickness of safety surfacing quoted to be kept consistent. Surfacing will not be installed thicker over drains unless requested. Please advise if surfacing is to be installed in any other manner, so quote can be adjusted. Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/200 GMax. Installations over 1,800 sq ft will have seams in the finished surface.	\$48,998.40	\$48,998.40
1.00	Security	Security guard for poured-in-place surfacing during 8 hour curing time, under normal weather conditions. Temporary fencing (at an additional cost) may be needed in certain circumstances. *If you elect to decline a security guard, a security opt out waiver will be required.	\$900.00	\$900.00
1.00	Bond	Payment and Performance Bonds	\$10,416.00	\$10,416.00
1.00	NPP Ross Discount	NPP Contract Discount on Surface America materials	-\$3,059.20	-\$3,059.20
1.00	NPP Ross Discount	NPP Contract discount on Landscape Structures materials	-\$9,593.50	-\$9,593.50

Credit Terms	Net 30 On Materials Shipment	Materials Amount	\$200,877.30
		Tax Amount	\$18,581.15
		Labor Amount	\$115,515.40
		Freight Amount	\$22,634.00
		<b>Total</b>	<b>\$357,607.85</b>

Notes to Customer

**SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY ROSS RECREATION EQUIPMENT, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.**

New Section

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Note to Customer (Install)

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: Quote does not include engineering calculations, security, storage, permits, or inspection unless otherwise noted. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate. Sales tax will be based on the current rate at the time of shipping, not the order date. Customer will be expected to cover these, or any changes, to sales taxes. Your purchase is subject to the terms and conditions of this quote. Approval of this quote agrees to those terms.

If ordering materials after the quoted expiration date, please contact your sales representative

for current pricing. Due to material cost increases and a fluid pricing environment, Ross Recreation may not be able to hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- PO, signed quote or contract
- Color selections and/or approved submittals
- Acceptance of delivery when materials or equipment is ready to ship. Products cannot be held nor stored

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation, nor our subcontractors, are signatory to any unions; however, compliance with prevailing wage rate requirements will occur and all labor quoted on this proposal includes pricing to comply with project stabilization agreement provided.

Labor costs quoted and contracted are valid for six months. If the duration and/or timeline of the project and Ross Recreation's start date is extended beyond six months from the time of an executed contract, additional costs may be incurred to reflect current labor costs and pricing.

## Company Information

A family-owned business since 1973, Ross Recreation is a leader in providing premier commercial park and recreation equipment and construction services for communities in Northern California, Oregon and Nevada. Our products offer the highest level of craftsmanship, innovation, safety, accessibility and sustainable design. From research to ribbon-cutting, we guide our customers through every step of a project, helping to create unique and inspiring community spaces that will last for decades.

## Products on Contract

- School Age Playgrounds and components
- Aquatic Playgrounds and splashpads
- Shelters and Shade Structures - metal roof shade structures and shelters, fabric shade structures and integrated shade with playground equipment.
- Outdoor Fitness equipment
- Installation and Construction services
- Site Amenities - benches, picnic tables, trash and recycling receptacles and other site amenities.
- Safety Surfacing - Rubberized poured-in-place, artificial turf, rubber tile surfacing and engineered wood.
- Athletic equipment, sports goals, drinking fountains and other park/recreational amenities.

## Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to [nppgov.com](http://nppgov.com).

## Contract Details

- Log into [nppgov.com](http://nppgov.com)
- Forms, legal documentation, price lists and other information can be found on the vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: League of Oregon Cities

RFP #2060

### CONTRACT TERM

Contract Number: PS21070

Effective Date: 03/22/21

Initial expiration: 03/22/24

Possible extensions through: 03/22/27

## NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

### Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support



**National  
Purchasing  
Partners  
Government**

## Frequently Asked Questions

### ***“What is NPPGov?”***

NPPGov is a national cooperative procurement organization based in Seattle, Washington offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation and award process by a Lead Public Agency.

Membership is free and there are no minimum purchasing obligations. NPPGov provides live contract support five days a week with a team dedicated to assisting members through all stages of the procurement process.

### ***“How does the program work?”***

NPPGov uses an independent Lead Public Agency to publicly solicit and award contracts through a Request for Proposal (RFP) process. Our members are eligible to access these contracts by signing an intergovernmental agreement (IGA) with the Lead Public Agency, thereby eliminating the need to draft and issue their own RFP. NPPGov staff and legal counsel facilitate this process and provide necessary documentation and support.

### ***“Can my entity purchase through NPPGov?”***

Your state and local procurement laws and policies dictate your ability to use contracts available through NPPGov. In the vast majority of jurisdictions, the answer is “yes!”. Virtually all states have statutes in place that specifically allow the use of publicly solicited contracts even if the contract was created in another state and properly advertised. More information about state statutes can be found on our website (<https://nppgov.com/state-statutes>). Interested buyers are encouraged to register with NPPGov.

### ***“What contracts are available through NPPGov?”***

We have an extensive portfolio of contracts, including office supplies and equipment, firefighting and rescue equipment, wireless and data communications, playground equipment, furniture, fire apparatus, tires, agricultural and construction equipment, law enforcement equipment, electric and lighting equipment, medical supplies, unmanned vehicles, safety equipment, MRO products, and more. A complete list of contracts and pricing is available on [nppgov.com](https://nppgov.com). After registering and logging into the website, click on the “Our Vendors” tab.

### ***“I have to conduct an RFP process or at least obtain three quotes. How does NPPGov satisfy this requirement?”***

NPPGov contracts were created through an RFP process meeting the most stringent procurement requirements. The process includes local and national print advertising as well as on-line internet services to post RFP solicitations. By piggybacking off the contract you are eliminating the need to conduct your own solicitation or collect three quotes. It remains your responsibility to verify our contracts meet your state and local requirements.

### ***“Where do I find information on the products and price quotes offered through NPPGov contracts?”***

Our website has a full list of all vendors/contracts as well as products and pricing. Vendors will provide quotes for the items of interest. Some information is only available to members who have logged into the website: [www.nppgov.com](https://www.nppgov.com)

### ***“What is the difference between NPPGov and other cooperatives?”***

We can't speak to how other cooperatives conduct business, but we know our members appreciate:

- Responsive customer service, including communications with our legal counsel.
- Our use of separate Lead Public Agencies to conduct RFPs on behalf of our members, which keeps the process fair and unbiased.
- Easy online access to all necessary RFP and contract documentation.
- Our revenue supports our non-profit hospital owners, funding critical healthcare initiatives such as autoimmune disease research.
- Public Safety specific revenue supports the fire service through a revenue sharing program with many Public Safety Associations across the nation.



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## Frequently Asked Questions

### ***“What process validated the product and services offered?”***

NPPGov serves as a nationwide channel providing publicly awarded agreements to government entities. Our publicly solicited agreements have been awarded through an RFP issued by a Lead Public Agency. The agency is an independent government entity that carries out the advertising, solicitation, review and award procedures required by public contracting law.

NPPGov’s contracts are established through the following process:

1. The Lead Public Agency prepares an RFP, incorporating the required cooperative purchasing (piggybacking) language that allows public entities across the nation to utilize the contract.
2. Suppliers respond to the RFP and the Lead Public Agency evaluates and awards the Master Price Agreement(s).
3. Contract documents are posted on our website under the “Our Vendors” tab. NPPGov members can review all documents online and access contract pricing by signing the Intergovernmental Cooperative Purchasing Agreement (IGA).
4. Our public solicitation process is consistent with FEMA/AFG guidelines.

Please consult your legal counsel to confirm cooperative procurement is permitted in your jurisdiction, or contact our legal counsel for further information at 877.329.8847

### ***“Where can I obtain copies of the legal documentation associated with each publicly solicited contract?”***

Contracting documents including the RFP, Master Price Agreement, Intergovernmental Agreement (IGA), and Synopsis, are available on our website on the applicable vendor page and may be accessed by logging into the website, [nppgov.com](http://nppgov.com)

### ***“Do the contracts offer products to meet my organization’s specific needs?”***

Most contracts offer a full product line and many provide for various options and customized products. Review the specific contract you are interested in for further details. Both the vendor and our staff are available for consultation.

### ***“What does it cost to join NPPGov?”***

There are no membership fees, no purchasing obligations and no minimum purchasing requirements.

### ***“How is NPPGov funded and where does the revenue go?”***

We negotiate a small administrative fee with our vendors, which allows us to provide our service free of charge to our members.

Revenue from our program is distributed to our non-profit hospital owners to fund critical healthcare initiatives such as autoimmune disease research.

### ***“Where do I send the payments for purchases?”***

Invoices and payments are made directly to the applicable vendor. NPPGov does not collect any payments from our members for products or services.

### ***“How do I learn more about NPPGov?”***

For more information about our program please visit our website: [nppgov.com](http://nppgov.com). If you need more information or would rather speak to us please call or email: 877.329.8847/customer-service@nppgov.com