

Contract Number:

1

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated August 13, 2024, for reference purposes only, and is made by and between the Santa Rosa High School (“District”) and [Chaudhary & Associates, Inc.] (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).[PHS Courtyard Drainage. See attached proposal.]

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on [August 29, 2024]. Consultant shall diligently perform as required and complete performance by [December 31, 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 [\$13,000]. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 Insurance Requirement

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

13.2. Proof of Carriage of Insurance.

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

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

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

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the District: Lisa August Associate Superintendent Business Services Santa Rosa City Schools 110 Stony Point Road, Suite 210 Santa Rosa, CA 95401	If to the Contractor: Hagen Bresee Chaudhary & Associates, Inc. 211 Gateway Road West, Suite 204 Napa, CA 94558-6279 707-255-2729
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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

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: 8/14/2024

Name of Consultant: Chaudhary and Associates

Signature: Hagen Bresee

Print Name: Hagen Bresee

Title: Project Manager

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

CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

By: <u>Hagen Bresee</u>
Name: <u>Hagen Bresee</u>
Title: <u>Project Manager</u>
Date: <u>8/14/2024</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><u>CONSULTANT :Chaudhary & Associates</u></p> <p>By: <u> Hagen Bresee </u></p> <p>Name: <u> Hagen Bresee </u></p> <p>Title: <u> Project Manager </u></p> <p>Date: <u> 8/14/2024 </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><u>DISTRICT</u></p> <p>By: _____</p> <p>Name: <u> Lisa August </u></p> <p>Title: <u> Associate Superintendent </u></p> <p>Date: <u> 8/29/24 </u></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 Napa, California on 8/14/2024

Consultant Signature: Hagen Bresee

Date 8/14/2024

Please Print Name: Hagen Bresee

Mailing Address: 211 Gateway Road West, Suite 204, Napa, CA 94558-6279

Social Security Number: _____ or Tax ID: _____

Phone: 707-255-2729 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



ENGINEERS
SURVEYORS
INSPECTORS

211 Gateway Road West ■ Suite 204 ■ Napa, CA 94558-6279
Phone: 707.255.2729 ■ Fax: 707.255.5021

July 31, 2024
#16-10-042- D00

Santa Rosa City Schools
School Planning and Construction
211 Ridgway Ave
Santa Rosa, CA 95401

Re: Piner HS Drainage
Subject: Proposal for Surveying and Civil Eng Services

Dear Santa Rosa City Schools Staff,
Pursuant to Felicia Silveira's (VPCS) request, Chaudhary & Associates is pleased to submit this proposal to provide land surveying and civil engineering services for the Piner HS Drainage Project per Exhibit A. It is our understanding that SRCS proposes to remedy the poor onsite drainage and broken hardscape near an existing classroom building. Following is the detail of our services:

SITE SURVEY: Prepare Topographic mapping, per Exhibit A, of Piner HS including the following:

- Edge and top of pavement, grade breaks, curb, flowline, gutter, and conc sidewalks
- Above ground utilities (boxes, valves, irrigation facilities, streetlights, utility poles, electric vaults, manholes, inlets, lids, etc.)
- All invert elevations of accessible storm drain manholes, curb inlets, sewer manholes, etc
- All building lines, doors (including finished floor elevations), and downspouts within limits
- Underground utility markings (if present)
- Vegetation and trees
- Fences and Walls (height and type)

Subtotal Fee:.....\$5,000.00

DESIGN: Prepare Improvement plans per Agency standards, of the courtyard as seen on Exhibit A. The plans shall include:

- Title and Construction Notes Sheet
- Demolition Plan
- Grading, Drainage, and Paving Plan
- Construction Details
- Temporary Erosion Control Plan

Subtotal Fee:.....\$6,000.00

CONSTRUCTION PHASE: Assist Client in bidding process and provide construction support services.

Subtotal Fee:.....\$2,000.00

Total Fee:.....\$13,000.00

ASSUMPTIONS/EXCLUSIONS:

- Excludes boundary survey, underground utility survey, construction staking, landscaping and irrigation, joint trench, and lighting
- Assumes DSA over the counter submittal is not required (client to pay all applicable governmental fees)
- Assumes onsite stormwater treatment will not be required

Thank you for giving Chaudhary & Associates the opportunity to submit this proposal. We are looking forward to working with you again soon. Please do not hesitate to call me at (707) 255-2729 should you have any questions.

Sincerely,
CHAUDHARY & ASSOCIATES, INC.
A California Corporation

Hagen Bressee

Hagen Bressee, PE, QSD/QSP Project Manager, Design

Piner HS Drainage Project

Exhibit A



SURVEY LIMITS

1700

1700

1700

1700



Certificate Of Completion

Envelope Id: 184C4480E01046CF807CB46BDABE9664	Status: Completed
Subject: Complete with DocuSign: 1_SRCS_PHS Courtyard_Chaudhary PSA & Proposal.docx.pdf	
Source Envelope:	
Document Pages: 18	Signatures: 5
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 157.131.81.166

Record Tracking

Status: Original	Holder: Jonette Johnson	Location: DocuSign
8/14/2024 11:11:26 AM	jonette.johnson@vpcsonline.com	

Signer Events

Signer Events	Signature	Timestamp
Hagen Bresee		Sent: 8/14/2024 11:16:34 AM
hagen@chaudhary.com		Viewed: 8/14/2024 5:37:48 PM
Project Manager		Signed: 8/14/2024 5:40:16 PM
Chaudhary and Associates		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 207.141.13.70	

Electronic Record and Signature Disclosure:

Accepted: 5/15/2023 1:04:53 PM
ID: 7f521da4-bb7e-414c-b662-e4743046a9b2

In Person Signer Events

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events

Carbon Copy Events	Status	Timestamp
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Witness Events

Witness Events	Signature	Timestamp
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Notary Events

Notary Events	Signature	Timestamp
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Envelope Summary Events

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2024 11:16:34 AM
Certified Delivered	Security Checked	8/14/2024 5:37:48 PM
Signing Complete	Security Checked	8/14/2024 5:40:16 PM
Completed	Security Checked	8/14/2024 5:40:16 PM

Payment Events

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Van Pelt Construction Services:

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

To contact us by email send messages to: eric@vpcsonline.com

To advise Van Pelt Construction Services of your new email address

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

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

To request paper copies from Van Pelt Construction Services

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

To withdraw your consent with Van Pelt Construction Services

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Contract Number:

2

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated August 9, 2024, for reference purposes only, and is made by and between Santa Rosa Elementary School District, California public school districts (“District”) and *NorBay Consulting* (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”). *[Pre-Renovation Hazardous Materials Inspection @ ALES. See attached proposal.]*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on *August 29, 2024*. Consultant shall diligently perform as required and complete performance by *December 30, 2024*, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of [*\$ 1,604*]. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 Insurance Requirement

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

13.2. Proof of Carriage of Insurance.

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

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

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

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the District: Lisa August Associate Superintendent Business Services Santa Rosa City Schools 110 Stony Point Road, Suite 210 Santa Rosa, CA 95401	If to the Contractor: Norbay Consulting 2400 Las Gallinas Avenue, Suite 110 San Rafael, CA 94903
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Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

CONSULTANT: <u>NorBay Consulting</u>	SANTA ROSA CITY SCHOOLS
By: <u>Bob Gerhold</u>	By: _____
Name: <u>Bob Gerhold</u>	Name: <u>Lisa August</u>
Title: <u>Director Environmental Services</u>	Title: <u>Associate Superintendent</u>
Date: <u>8/9/2024</u>	Date: <u>8/29/24</u>

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: 8/9/2024

Name of Consultant: NorBay Consulting

Signature: Bob Gerhold

Print Name: Bob Gerhold

Title: Director Environmental Services

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

CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

By: <u>Bob Gerhold</u>
Name: <u>Bob Gerhold</u>
Title: <u>Director Environmental Services</u>
Date: <u>8/9/2024</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><u>CONSULTANT</u></p> <p>By: <u>Bob Gerhold</u></p> <p>Name: <u>Bob Gerhold</u></p> <p>Title: <u>Director Environmental Services</u></p> <p>Date: <u>8/9/2024</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><u>DISTRICT</u></p> <p>By: _____</p> <p>Name: <u>Lisa August</u></p> <p>Title: <u>Associate Superintendent</u></p> <p>Date: <u>8/29/24</u></p>	
--	--

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 San Rafael, California on 8/9/2024

Consultant Signature: *Bob Gerhold*

Date 8/9/2024

Please Print Name: Bob Gerhold

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

Social Security Number: _____ or Tax ID: _____

Phone: _____ Fax: _____

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

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

NorBay Consulting

LOGICAL

ENVIRONMENTAL

SOLUTIONS

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

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

August 1, 2024

Mr. Brian Cameron
Van Pelt Construction Services
4707 Mangels Boulevard
Fairfield, CA 94534

**SUBJECT: REQUEST FOR PROPOSAL
 PRE-RENOVATION ASBESTOS INSPECTION
 CLASSROOMS 301 & 302
 ABRAHAM LINCOLN ELEMENTARY SCHOOL**

Dear Mr. Cameron:

Enclosed you will find NorBay Consulting’s proposal for conducting a pre-renovation asbestos inspection in conjunction with the renovation of Classrooms 301 & 302 at Abraham Lincoln Elementary School in Santa Rosa, California.

NORBAY CONSULTING PROPOSAL

Our scope of work includes the following:

- Conduct sampling of suspected asbestos containing materials within the path of construction.
- Asbestos bulk samples to be analyzed by an accredited laboratory utilizing Polarized Light Microscopy (PLM).
- Additional analysis may be required if any of the suspected materials are found to contain < 1% asbestos.
- Prepare a final report including results versus industry standards, recommendations and the laboratory reports and chain of custody forms.

NORBAY CONSULTING FEE SCHEDULE

• On Site Inspection/travel	Flat Rate	\$ 700.00
• Sample Analysis (PLM)	15 PLM @ \$ 26.00 ea.	\$ 390.00
• Sample Analysis (multi-layered)	3 PLM @ \$48.00 ea.	\$ 144.00
• Sample Analysis (Point Count)	3 PC @ \$ 90.00 ea.	\$ 270.00 **
• Report Generation	Flat Rate	<u>\$ 100.00</u>
• TOTAL PROPOSAL		\$ 1,334.00
• TOTAL PROPOSAL IF POINT COUNT REQUIRED		\$ 1,604.00

Request for Proposal
Pre-Renovation Asbestos Inspection
Classrooms 301 & 302
Abraham Lincoln Elementary School

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

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

Sincerely,
NORBAY CONSULTING

Bob Gerhold

Mike Gerhold
Certified Asbestos Consultant #92-0157

ACKNOWLEDGEMENT

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

Signed: _____ Date: _____

Print Name and Title: _____

Purchase Order or Other Work Identification: _____

Certificate Of Completion

Envelope Id: 73D98E8ED5CD408CA58B754DF9164B6B	Status: Completed
Subject: NorBay Consulting PSA_ALES Class Mod & Proposal	
Source Envelope:	
Document Pages: 18	Signatures: 5
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 98.97.34.248

Record Tracking

Status: Original	Holder: Jonette Johnson	Location: DocuSign
8/9/2024 1:11:51 PM	jonette.johnson@vpcsonline.com	

Signer Events

Signature	Timestamp
Bob Gerhold	Sent: 8/9/2024 1:40:35 PM
bob@norbayca.com	Viewed: 8/9/2024 2:27:21 PM
Director Environmental Services	Signed: 8/9/2024 2:28:14 PM
Bob Gerhold	
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style
	Using IP Address: 173.164.170.37

Electronic Record and Signature Disclosure:
 Accepted: 8/9/2024 2:27:20 PM
 ID: d1d74244-c474-43f4-a0c7-b5584102fab6

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2024 1:40:35 PM
Certified Delivered	Security Checked	8/9/2024 2:27:21 PM
Signing Complete	Security Checked	8/9/2024 2:28:14 PM
Completed	Security Checked	8/9/2024 2:28:14 PM

Payment Events

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Van Pelt Construction Services:

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

To contact us by email send messages to: eric@vpcsonline.com

To advise Van Pelt Construction Services of your new email address

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

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

To request paper copies from Van Pelt Construction Services

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

To withdraw your consent with Van Pelt Construction Services

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Contract Number:

3

CHANGE ORDER FORM

Santa Rosa High School District
110 Stony Point Rd. Ste. 210
Santa Rosa, CA 95401

CHANGE ORDER NO.:
01

CHANGE ORDER

Project: Ridgway High School Exterior Painting Project
DSA File No.: N/A

Date: August 28, 2024
DSA Appl. No.: N/A

The following parties agree to the terms of this Change Order:

Owner:

Santa Rosa High School District
110 Stony Point Rd. Ste. 210
Santa Rosa, CA 95401

Contractor:

KBI Painting Inc.
1310 Ross Street, Suite A
Petaluma, CA 94954

Architect: N/A

Project Inspector: N/A

Reference	Description	Cost	Days Ext.
PCO #1 Requested by: District Performed by: KBI Reason: Summer Program	Due to a summer program at the site, KBI was limited to work hours and efficiency. On 07/06 and 07/13, four painters were scheduled to complete the work on premium time.	\$ 2,455.04	0

Contract time will be adjusted as follows:	Original Contract Amount:	\$ 66,663.00
Previous Completion Date: <u>8/9/2024</u>	Amount of Previously Approved Change Order(s):	\$0.00
<u>0</u> Calendar Days Extension	Amount of this Change Order:	\$2,455.04
Current Completion Date: <u>8/9/2024</u>	Final Contract Amount:	\$69,118.04

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein.

This change order is subject to approval by the governing board of this District and must be signed by the District.

KBI Painting Quote Sheet



PROJECT: Ridgway HS Ext Painting

Quote #	001R
PCO #	
Date Issued	6/14/2024
KBI Job #	24-075
GC Job #	

Submitted To	
GC:	Greystone West
PM:	Arturo Chavez
PE:	
SUPER:	

Submitted By	
	KBI Painting Inc.
	Bill Brady
	Estimator
	(707) 889-0869

Subject
Premium Time added costs

Item #	DESCRIPTION OF WORK	Amount
1	Added overtime costs -	
	4 painters for (2) Saturdays = 64 hrs @ \$38.36 per hr	\$2,455.04

We will proceed with this pricing change request upon written approval via email or receipt of change order to contract.

Contract Number:

4

CHANGE ORDER FORM

Santa Rosa Elementary School District
110 Stony Point Rd. Ste. 210
Santa Rosa, CA 95401

CHANGE ORDER NO.:
01

CHANGE ORDER

Project: Albert Biella Elementary School Exterior Painting
DSA File No.: N/A

Date: August 28, 2024
DSA Appl. No.: N/A

The following parties agree to the terms of this Change Order:

Owner:
Santa Rosa Elementary School District
110 Stony Point Rd. Ste. 210
Santa Rosa, CA 95401

Contractor:
George E. Masker, Inc.
7699 Edgewater Dr.
Oakland, CA 94621

Architect: N/A

Project Inspector: N/A

Reference	Description	Cost	Days Ext.
COR#2	Contract documents did not include the painting of the CMU block. During the course of construction, it was decided that the CMU block should also be included and was added to the original scope of work.	\$ 16,000	0

Contract time will be adjusted as follows:	Original Contract Amount:	\$ 143,000.00
Previous Completion Date: <u>8/8/2024</u>	Amount of Previously Approved Change Order(s):	\$0.00
<u>0</u> Calendar Days Extension	Amount of this Change Order:	\$16,000.00
Current Completion Date: <u>8/8/2024</u>	Final Contract Amount:	\$159,000.00

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein.

This change order is subject to approval by the governing board of this District and must be signed by the District.

Signatures:

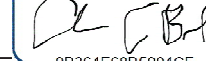
District: Santa Rosa City Schools

Contractor: George E. Masker, Inc.

Lisa August, Associate
Superintendent

Date

DocuSigned by:



8/13/2024

Alan Bjerke, President

Date

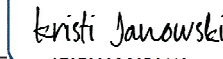
Architect: N/A

Construction Manager: Greystone West Co.

[Name]

Date

DocuSigned by:



8/13/2024

Kristi Janowski, PM

Date

END OF DOCUMENT

Contract Number:

5

CHANGE ORDER FORM

Santa Rosa High School District
110 Stony Point Rd. Ste. 210
Santa Rosa, CA 95401

CHANGE ORDER NO.:
01

CHANGE ORDER

Project: Hilliard Comstock Middle School Exterior Painting
DSA File No.: N/A

Date: August 28, 2024
DSA Appl. No.: N/A

The following parties agree to the terms of this Change Order:

Owner:

Santa Rosa High School District
110 Stony Point Rd. Ste. 210
Santa Rosa, CA 95401

Contractor:

George E. Masker, Inc.
7699 Edgewater Dr.
Oakland, CA 94621

Architect: N/A

Project Inspector: N/A

Reference	Description	Cost	Days Ext.
COR#1	Contractor requested compensation for overtime premium paid to their employees for overtime work necessary to keep completion schedule. Campus summer activities prohibited work in many areas during the work week.	\$ 2,925.69	0

Contract time will be adjusted as follows:	Original Contract Amount:	\$ 150,000.00
Previous Completion Date: <u>7/26/2024</u>	Amount of Previously Approved Change Order(s):	\$0.00
<u>0</u> Calendar Days Extension	Amount of this Change Order:	\$2,925.69
Current Completion Date: <u>7/26/2024</u>	Final Contract Amount:	\$152,925.69

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein.

This change order is subject to approval by the governing board of this District and must be signed by the District.

Timecard List
 6/1/2024 to 7/24/2024

X-Ref Number	Date	Job No	Job Description	Cost Code	Type	Hours	Pay Rate	Extended Amount	T	Time Card	Trade	Union	Dept	Equipment	Shift
Employee: ALV05 Alvarado Beltran, Jhony E Payment Group: 1															
61316	7/13/2024	41008	Hillard Comstock MS	1	OT	<u>8.000</u>	75.765	<u>606.12</u>	U	Week	1010	DC16	5		1
					Employee Totals:	OT	8.000	606.12							
Employee: COM02 Comparan, Juan L Payment Group: 1															
61350	7/13/2024	41008	Hillard Comstock MS	1	OT	<u>8.000</u>	75.765	<u>606.12</u>	U	Week	1010	DC16	5		1
					Employee Totals:	OT	8.000	606.12							
Employee: ESC05 Escobar, Carlos G Payment Group: 1															
61361	7/13/2024	41008	Hillard Comstock MS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
61517	7/20/2024	41008	Hillard Comstock MS	1	OT	<u>8.000</u>	75.765	<u>606.12</u>	U	Week	1010	DC16	5		1
					Employee Totals:	OT	16.000	1,212.24							
Employee: GAL02 Gallegos, Cristian A Payment Group: 1															
61366	7/13/2024	41008	Hillard Comstock MS	1	OT	8.000	78.765	630.12	U	Week	1030	DC16	5		1
61522	7/20/2024	41008	Hillard Comstock MS	1	OT	<u>8.000</u>	75.765	<u>606.12</u>	U	Week	1010	DC16	5		1
					Employee Totals:	OT	16.000	1,236.24							
Employee: GAL10 Gallegos, Edgar E Payment Group: 1															
61523	7/20/2024	41008	Hillard Comstock MS	1	OT	<u>8.000</u>	78.765	<u>630.12</u>	U	Week	1030	DC16	5		1
					Employee Totals:	OT	8.000	630.12							
Employee: MAR01 Martinez, Colman Payment Group: 1															
61404	7/13/2024	41008	Hillard Comstock MS	1	OT	<u>8.000</u>	75.765	<u>606.12</u>	U	Week	1010	DC16	5		1
					Employee Totals:	OT	8.000	606.12							
Employee: MAT01 Mata, Jose L Payment Group: 1															
61562	7/20/2024	41008	Hillard Comstock MS	1	OT	<u>8.000</u>	75.765	<u>606.12</u>	U	Week	1010	DC16	5		1
					Employee Totals:	OT	8.000	606.12							
Employee: RAM17 Ramirez Portugal, Gustavo R Payment Group: 1															
61429	7/13/2024	41008	Hillard Comstock MS	1	OT	8.000	60.615	484.92	U	Week	1080	DC16	5		1
61584	7/20/2024	41008	Hillard Comstock MS	1	OT	<u>8.000</u>	60.615	<u>484.92</u>	U	Week	1080	DC16	5		1
					Employee Totals:	OT	16.000	969.84							
					Report Totals:	OT	88.000	6,472.92							

Contract Number:

6

CHANGE ORDER FORM

Santa Rosa High School District
110 Stony Point Rd. Ste. 210
Santa Rosa, CA 95401

CHANGE ORDER NO.:
01

CHANGE ORDER

Project: Piner High School Exterior Painting
DSA File No.: N/A

Date: August 28, 2024
DSA Appl. No.: N/A

The following parties agree to the terms of this Change Order:

Owner:

Santa Rosa High School District
110 Stony Point Rd. Ste. 210
Santa Rosa, CA 95401

Contractor:

George E. Masker, Inc.
7699 Edgewater Dr.
Oakland, CA 94621

Architect: N/A

Project Inspector: N/A

Reference	Description	Cost	Days Ext.
COR#1	Contractor requested compensation for overtime premium paid to their employees for overtime work necessary to keep completion schedule. Campus summer activities prohibited work in many areas during the work week.	\$ 3,457.64	0

Contract time will be adjusted as follows:	Original Contract Amount:	\$ 520,000.00
Previous Completion Date: <u>8/13/2024</u>	Amount of Previously Approved Change Order(s):	\$0.00
<u>0</u> Calendar Days Extension	Amount of this Change Order:	\$3,457.64
Current Completion Date: <u>8/13/2024</u>	Final Contract Amount:	\$523,457.64

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein.

This change order is subject to approval by the governing board of this District and must be signed by the District.

Timecard List
 6/1/2024 to 7/24/2024

X-Ref Number	Date	Job No	Job Description	Cost Code	Type	Hours	Pay Rate	Extended Amount	T	Time Card	Trade	Union	Dept	Equipment	Shift
Employee: BAR09		Barragan, Nelson	Payment Group: 1												
61484	7/20/2024	41007	Piner HS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
					Employee Totals: OT	8.000		606.12							
Employee: COM02		Comparan, Juan L	Payment Group: 1												
61507	7/20/2024	41007	Piner HS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
					Employee Totals: OT	8.000		606.12							
Employee: DEL05		Delgado Juarez, Aaron	Payment Group: 1												
61356	7/13/2024	41007	Piner HS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
					Employee Totals: OT	8.000		606.12							
Employee: ENR02		Enriquez Carillo, Oscar Eracli	Payment Group: 1												
61359	7/13/2024	41007	Piner HS	1	OT	8.000	37.890	303.12	U	Week	1050	DC16	5		1
					Employee Totals: OT	8.000		303.12							
Employee: FLO15		Flores, Moises S	Payment Group: 1												
61521	7/20/2024	41007	Piner HS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
					Employee Totals: OT	8.000		606.12							
Employee: GRI01		Griffiths, Peter A	Payment Group: 1												
61381	7/13/2024	41007	Piner HS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
					Employee Totals: OT	8.000		606.12							
Employee: HER02		Hernandez, Francisco A	Payment Group: 1												
61543	7/20/2024	41007	Piner HS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
					Employee Totals: OT	8.000		606.12							
Employee: MAR06		Martinez, Alfonso	Payment Group: 1												
61402	7/13/2024	41007	Piner HS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
					Employee Totals: OT	8.000		606.12							
Employee: MER05		Mercado Santeliz, Domingo N	Payment Group: 1												
61409	7/13/2024	41007	Piner HS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
					Employee Totals: OT	8.000		606.12							
Employee: RAM13		Ramirez, Ruben	Payment Group: 1												
61431	7/13/2024	41007	Piner HS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
					Employee Totals: OT	8.000		606.12							
Employee: ROD18		Rodriguez, Juan M	Payment Group: 1												
61593	7/20/2024	41007	Piner HS	1	OT	8.000	75.765	606.12	U	Week	1010	DC16	5		1
					Employee Totals: OT	8.000		606.12							
Employee: SEP01		Sepulveda-Yanez, Cesar	Payment Group: 1												
61446	7/13/2024	41007	Piner HS	1	OT	8.000	78.765	630.12	U	Week	1030	DC16	5		1
					Employee Totals: OT	8.000		630.12							
Employee: TAP01		Tapia, Alejandro	Payment Group: 1												
61451	7/13/2024	41007	Piner HS	1	OT	8.000	60.615	484.92	U	Week	1080	DC16	5		1
					Employee Totals: OT	8.000		484.92							
					Report Totals: OT	104.000		7,479.36							

Contract Number:

7

Hagstrom & Sons Tree Service

PO Box 2081 Santa Rosa, CA 95405

www.hagstromandsonstreeservice.com

hagstromandsons@gmail.com

Office: (707) 579-4374

July 10, 2024

INVOICE

Page 1

Invoice #: 3788

Eric Oden
Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401

Home:
Office: 707-528-5388
Mobile: 707-621-0841

Invoice Date: 7/10/2024
Proposal #: 6301
Customer #: 1017
SalesRep: RH
Terms in Days : 10
Due Date 7/20/2024

Fax:
eoden@srcs.k12.ca.us

Job Site: 18

David
Rincon Valley Middle School
4650 Badger Rd
Santa Rosa, CA 95409

Phone1

Phone2

Item#	Quantity	Service(s) Performed	Completed	Discount	Adjust	Item Amount
1	6	Remove Tree & Wood Common Mulberry	07/04/24			3,750.00

This is for the removal of the 6 mulberries for the roofing project.

InvSubTotal: 3,750.00

Invoice Adjustment: 0.00

InvoiceTotal: 3,750.00

Deposits/Credits: 0.00

Invoice Balance: 3,750.00

Thank you for your business, please do not hesitate to contact us concerning any questions you may have.

Contract Number:

8

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

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

1. Project Description.

Architectural services to the installation of (2) temporary portable classrooms and (1) temporary portable restrooms.

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

Basic Services Phases

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

Design Consultants Included in Basic Services

- Structural
- x Civil
- On-Site
- Off-Site
- Mechanical
- x Plumbing
- x Electrical
- x 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.

6. Architect Compensation:

A. Contract Price. ~~Sixty-Eight Thousand, Nine Hundred Dollars~~ Lump Sum Not to Exceed.

- 1. Reimbursable Expenses. ~~Six Thousand, Nine Hundred Dollars~~

B. Payment Method:

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

SD, DD, Construction Documents	<u>70%</u>
Bidding	<u>5 %</u>
Construction	<u>20 %</u>
Post-Construction	<u>5 %</u>

or

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

[insert hourly rates or reference architect proposal]

C. Additional Services Rate Schedule:

Architect Personnel

[insert hourly rates or reference architect proposal]

Design Consultants Personnel

[insert hourly rates or reference architect proposal]

6. Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Final Construction Documents Phase	08/28/2024	12/31/2024
Bidding		

Construction		
Post-Construction		

Dated: _____

SANTA ROSA ELEMENTARY SCHOOL DISTRICT

By: _____

Lisa August

Title: Associate Superintendent

ARCHITECT: QKA

By: _____

Title: _____



QUATTROCCHI KWOK
ARCHITECTS

August 13, 2024

Erik Oden
Executive Director Facilities, Maintenance, and Operations
Santa Rosa City Schools
110 Stony Point Road Suite 210
Santa Rosa, CA 95401

RE: Steel Lane Temporary Portables
Project No.: 2387.00
DSA App No.: Pending

Dear Erik,

We are pleased to provide the proposal for the Architectural services related to the installation of two temporary portable classrooms and a temporary restroom portable at the Steele Lane Elementary School. The buildings will be located in the grass area on the north side of the campus and will be placed on above grade timber foundation with ramps. The buildings are temporary and are required to be removed from the site in no more than 3 years per DSA policy.

Included in our services will be:

- Site design and building layout. Please note VPN indicated at the site walk that the District would reconfigure the irrigation as required for building placement.
- Civil engineering for water, sewer, grading plan, finished floor, finished grades and path of travel considerations. Please note, Hagen from Chaudhary & Associates visited the site and a lift station may be required for the sewer connections.
- Electrical engineering for power, data, fire alarm and site lighting.
- DSA approval.
- Bidding and construction administration.
- Project certification.

We propose to provide these services for fixed fee of \$68,900, plus reimbursable expenses billed at direct cost plus 10%. Exclusions to the contract include:

- Geotechnical Engineering
- Mechanical Engineering.
- Landscape Architecture.
- Cost estimating

Main: 636 Fifth Street, Santa Rosa, CA 95404
East Bay: 55 Harrison Street, Suite 525, Oakland, CA 94607
707.576.0829 | www.qka.com

- Fire hydrants. (not anticipated)
- Voice Evacuation Fire Alarm upgrades (exempt on temporary portables projects)
- Restroom upgrades (not anticipated as the District is leasing a 12x40 restroom.) QKA recommends the District lease a girls/boys/staff restroom so upgrades will not be required to staff restrooms.
- Drop off area upgrade in the front of the school, which DSA may require. If they do, we will provide this design for an additional service.
- Egress to the Public Right of Way. We are planning on creating a safe dispersal area in the center of campus in lieu of egress
- Electrical service upgrades for the site. It's assumed that the campus has capacity.

Thank you for the opportunity to provide this proposal. If this proposal is acceptable, please sign where indicated and return one copy to Carol Tonelli, Contract's Manager. carolt@qka.com

Sincerely,



Kevin Chapin, Principle, AOR

Please sign below to accept this proposal:

Erik Oden, Executive Dir. Of Facilities, Maintenance and Operations

Date

cc:
Brian Cameron

Contract Number:

9



Headquarters
 2500 De La Cruz
 Santa Clara, CA 95050
 T. 669.800.2500
 oneworkplace.com

Quotation 733043

Quote Date 08/09/24

Customer 179074

Terms Net 30

Account Representative Nancy O'Grady

Quote To

Patty Vasquez
 SANTA ROSA CITY SCHOOLS DISTRI
 211 RIDGWAY AVE
 Santa Rosa CA 95401-4320

Ship To

Santa Rosa High School
 1235 MENDOCINO AVE
 Santa Rosa CA 95401-4320

Phone 707-890-3800

pvasquez@srcs.k12.ca.us, InvoicesOracle@onewor
 kplace.com

Contracts:
 Steelcase/Smith System - OMNIA contract#2019.001899
 VS America - OMNIA contract# R191818

Description	Quantity	Unit Price	Extended Price
Room 211			

CLIENT SIGNATURE _____

PRINT NAME _____ TITLE _____ DATE _____



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 Santa Clara, CA 95050
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Description	Quantity	Unit Price	Extended Price
-------------	----------	------------	----------------

Subsection Finish Summary

799060 799060 - MISSION MAPLE LAMINATE	
MIM MIM - MISSION MAPLE	
PLT PLT - Platinum	
PLT PLT - PLATINUM	
Worksurface	
494360 494360 - CLASSIC LINEN LAMINATE	
CLN CLN - CLASSIC LINEN	
PLT PLT - PLATINUM	
Storage Accessory	
SAPL SAPL - APPLE	
SMDT SMDT - MEDITERRANEAN	
Table	
494360 494360 - CLASSIC LINEN LAMINATE	
CLN CLN - CLASSIC LINEN	
PLT PLT - PLATINUM	
2HAK CLEAR OAK (HPL)	
Seating	
APPLE APPLE - APPLE	
CERULEA CERULEAN - CERULEAN	
PLT PLT - Platinum	
4799 4799 - PLATINUM METALLIC	
5H22 5H22 - INK	
5S23 5S23 - WASABI	
6009 6009 - ARCTIC WHITE	
6053 6053 - SEAGULL	
6053 6053 - SEAGULL	
6205 6205 - BLACK	
6527 6527 - MERLE	

1	02241 - Numbers Adjusted Height 2-Student Desk Highrange - 24X54	15T	476.00	7,140.00
	Leg Finish: Smith System Paint PLT - PLATINUM			

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Description	Quantity	Unit Price	Extended Price
1 Worksurface Finish: Smith System Laminate 494360 - CLASSIC LINEN LAMINATE Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic CLN - CLASSIC LINEN SMITHSYSTE			
2 02132 - Numbers Adjusted Height Student Desk - Petal Leg Finish: Smith System Paint PLT - PLATINUM Worksurface Finish: Smith System Laminate 494360 - CLASSIC LINEN LAMINATE Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic CLN - CLASSIC LINEN SMITHSYSTE	2T	297.49	594.98
3 60168 - 2" Caster 4-Pack-Locking-Friction Stem-Polyurethane Tread SMITHSYSTE	17T	80.47	1,367.99
4 22855 - Numbers 4-Leg Mobile Chair- Size 6(18") Frame Finish: Smith System Paint PLT - PLATINUM Shell Finish: Smith System Plastic APPLE - APPLE SMITHSYSTE	12T	146.20	1,754.40
5 22879 - NUMBERS CANTILEVER CHAIR- SIZE 6(18") Frame Finish: Smith System Paint PLT - PLATINUM Shell Finish: Smith System Plastic CERULEAN - CERULEAN Glide: Standard Nylon Base Glide SMITHSYSTE	8T	130.89	1,047.12
6 TS31202B - Shortcut-Stool, Multipurpose Shell Finish: Plastic - PG1 6527 - MERLE Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC Cushion: No Cushion Caster or Glide: Hard Casters Steelcase	13T	447.12	5,812.56
7 45293 - Shift+ Transfer 60 Mobile shelving elements. Single-sided. 60-1/8W x 43-3/8H x 16-3/4D Finish: White Laminate VSFURNITUR	1T	1,693.03	1,693.03
8 45317 - Shift+ Transfer Mobile shelving elements.	2T	1,148.00	2,296.00

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Description	Quantity	Unit Price	Extended Price
8 Single-sided. 41-5/8" x 36 x 16-3/4" White Laminate VSFURNITUR			
9 LB603613S - Constellate Library Single-Sided Starter/Standalone Unit 13x36x60 Finish: North Sea Gray SMITHSYSTE	4T	765.00	3,060.00
10 55000 - Soft Rocker Surface Finish: Alphabet SAPL - APPLE SMITHSYSTE	1T	501.49	501.49
11 55000 - Soft Rocker Surface Finish: Alphabet SMDT - MEDITERRANEAN SMITHSYSTE	1T	501.49	501.49
12 TS4TPT - Campfire; Paper Table BASE: 2HAK CLEAR OAK (HPL) TBL OPTS: *OPT:TABLE OPTIONS GLASS: NO PAPER WITH GLASS TOP Steelcase	1T	715.76	715.76
13 XBRICK - Xbrick Ocean MUZO	1T	142.67	142.67
14 XBRICK - Xbrick Blue MUZO	1T	142.67	142.67
15 XBRICK - Xbrick Green MUZO	1T	142.67	142.67
16 435A00AIR - Steelcase Series 1;Chair-Task, Air Back Seat Finish: Billiard 5H22 - INK Air Back Finish: Plastic - PG1 6053 - SEAGULL Headrest Option: No Headrest Coat Hanger: No Coat Hanger Frame Finish: Plastic - PG1 6053 - SEAGULL Color Scheme: Seagull Arm Type: Height,Width,Pivot,Depth Arm	1T	424.30	424.30

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Description	Quantity	Unit Price	Extended Price
16 Cylinder Type: Standard Range Base Type: Plastic Base Base Finish: Plastic - PG1 6205 - BLACK  Caster or Glide Type: Hard Casters Soil Retardant Option: No Soil Retardant Sewn Upholstery Type: Sewn Steelcase			
17 S26161 - Cascade Teacher Desk-Single Bullet Box/Box/File Pedestal (Right Hand) Laminate Top Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE  Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  Frame Finish: Smith System Paint PLT - PLATINUM  SMITHSYSTE	1T	796.73	796.73
18 HATT3648-M - CEF Height Adjustable Tilt Table; 36Dx48L top on a pneumatic base that ranges from 29" to 55". Features two handles mounted underneath top for tilt and height adjustment. Comes in platinum base only. White dry erase finish. CUSTOMEDUC Tag For HELEN LEHMAN ES GRADE 3 HATT3648-M	1T	1,536.00	1,536.00
19 P1-GSL-LOCKING CAST - Locking Casters for Gas Shock Legs. Set of 4. CUSTOMEDUC	2T	88.00	176.00
20 922012000 - Cascade Mega-Tower - Doors, 12-3" Standard Width Totes and Shelves, Casters Edge Panel Config: P- Pltnm Body w/Solid End Pnls End Panel Finish: Smith System Paint PLT - PLATINUM  Tote: Clear SMITHSYSTE	1T	1,735.13	1,735.13
21 TSBUOY - Buoy; Seat, Cap Cap Type: Upholstered Cap Surface Finish: Cogent: Connect 5S23 - WASABI  Body Surface Finish: Plastic - PG1 6009 - ARCTIC WHITE  Steelcase	1T	257.14	257.14

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PRINT NAME _____ TITLE _____ DATE _____

Description	Quantity	Unit Price	Extended Price
Sub Total			31,838.13
Estimated Tax Rate - 9.250%			2,945.03
Total			34,783.16
Room 215			

Subsection Finish Summary

799060 799060 - MISSION MAPLE LAMINATE	
MIM MIM - MISSION MAPLE	
PLT PLT - Platinum	
PLT PLT - PLATINUM	
Tile or Screen	
PLT PLT - PLATINUM	
SSHK SSHK - SHARK	
Worksurface	
799060 799060 - MISSION MAPLE LAMINATE	
MIM MIM - MISSION MAPLE	
PLT PLT - PLATINUM	
Storage Accessory	
SMDT SMDT - MEDITERRANEAN	
Table	
2HAK CLEAR OAK (HPL)	
Seating	
CHARCO CHARCOAL - CHARCOAL	No Image Available
PLT PLT - Platinum	
4799 4799 - PLATINUM METALLIC	
5621 SLEET	
5621 5621 - SLEET	
6337 6337 - ELEMENT	
6BD6 6BD6 - LAGOON	






22	02132 - Numbers Adjusted Height Student Desk - Petal	20T	297.49	5,949.80
	Leg Finish: Smith System Paint PLT - PLATINUM			
	Worksurface Finish: Smith System Laminat 799060 - MISSION MAPLE LAMINATE			

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 Santa Clara, CA 95050
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Description	Quantity	Unit Price	Extended Price
22 Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  SMITHSYSTE			
23 60168 - 2" Caster 4-Pack-Locking-Friction Stem-Polyurethane Tread SMITHSYSTE	20T	80.47	1,609.40
24 22855 - Numbers 4-Leg Mobile Chair- Size 6(18") Frame Finish: Smith System Paint PLT - PLATINUM  Shell Finish: Smith System Plastic CHARCOAL - CHARCOAL SMITHSYSTE	10T	146.20	1,462.00
25 22879 - NUMBERS CANTILEVER CHAIR- SIZE 6(18") Frame Finish: Smith System Paint PLT - PLATINUM  Shell Finish: Smith System Plastic CHARCOAL - CHARCOAL Glide: Standard Nylon Base Glide SMITHSYSTE	10T	130.89	1,308.90
26 TS31202B - Shortcut-Stool, Multipurpose Shell Finish: Plastic - PG2 6BD6 - LAGOON  Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC  Cushion: No Cushion Caster or Glide: Hard Casters Steelcase	13T	471.50	6,129.50
27 HATT3648-M - CEF Height Adjustable Tilt Table; 36Dx48L top on a pneumatic base that ranges from 29" to 55". Features two handles mounted underneath top for tilt and height adjustment. Comes in platinum base only. White dry erase Finish. CUSTOMEDUC Tag For BROOK HILLS ES GR 5 & 6 HATT3648-M	2T	1,536.00	3,072.00
28 P1-GSL-LOCKING CASTE - Locking Casters for Gas Shock Legs. Set of 4. CUSTOMEDUC	2T	88.00	176.00
29 01444 - Shift+ Interact Teacher lectern and student table, 20"D x 26.38"W x 28-45.25"H Top Natural Maple Laminate Base Artic VSFURNITUR Tag For KINDER - PROCTOR TERRACE ES 01444	5T	960.00	4,800.00

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Description	Quantity	Unit Price	Extended Price
30 45317 - Shift+ Transfer Mobile shelving elements. Single-sided. 41-5/8" x 36 x 16-3/4" Maple Laminate VSFURNITUR	2T	1,148.00	2,296.00
31 LB603613S - Constellate Library Single-Sided Starter/Standalone Unit 13x36x60 Finish: Maple SMITHSYSTE	4T	765.00	3,060.00
32 55000 - Soft Rocker Surface Finish: Alphabet SMDT - MEDITERRANEAN  SMITHSYSTE	1T	501.49	501.49
33 TS4TPT - Campfire; Paper Table BASE: 2HAK CLEAR OAK (HPL)  TBL OPTS: *OPT:TABLE OPTIONS GLASS: NO PAPER WITH GLASS TOP Steelcase	1T	715.76	715.76
34 XBRICK - Xbrick Ocean MUZO	1T	142.67	142.67
35 XBRICK - Xbrick Blue MUZO	1T	142.67	142.67
36 XBRICK - Xbrick Green MUZO	1T	142.67	142.67
38 TSBUOY - Buoy; Seat, Cap Cap Type: Upholstered Cap Surface Finish: Stand In 5621 - SLEET  Body Surface Finish: Plastic - PG1 6337 - ELEMENT  Steelcase	1T	257.14	257.14
39 TS3BC - Campfire; Seating-Big Lounge UPHLSTRY: 5621 SLEET  Steelcase	1T	1,855.64	1,855.64
40 55013 - FLEXSCREEN-BUBBLES	1T	1,218.33	1,218.33

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Description	Quantity	Unit Price	Extended Price
40 Screen Finish: Smith System PET SSHK - SHARK Foot Finish: Smith System Paint PLT - PLATINUM  SMITHSYSTE			
41 782T-B-67CLSFT-11TD - 4-UP sit-to-stand mesh back #782T Model # 782T-B-67CLSFT-11TDRB-39A6-18BB-16HP-13U-9FA-GR A (INSIGHT EBONY) Description: sit-to-stand mesh back Sit-to-stand with advanced synchro, limited seat depth, forward tilt & telescoping gas lift #67CLSFT Telescoping gas lift with black foot ring. #11TDRB Black roll back adjustable arms. #39A Preferred fixed black armrest. #6 Black nylon low-profile 5-star swivel base. #18BB Black carpet casters. #16HP Natural copper striped mesh color. #13U Pattern: Insight Colorway: Ebony Manufacturer: Momentum Grade: A Material: Fabric VIA	1T	838.56	838.56
42 S26161 - Cascade Teacher Desk-Single Bullet Box/Box/File Pedestal (Right Hand) Laminate Top Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE  Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  Frame Finish: Smith System Paint PLT - PLATINUM  SMITHSYSTE	1T	796.73	796.73
43 922012000 - Cascade Mega-Tower - Doors, 12-3" Standard Width Totes and Shelves, Casters Edge Panel Config: P- Pltnm Body w/Solid End Pnls End Panel Finish: Smith System Paint PLT - PLATINUM  Tote: Clear SMITHSYSTE	1T	1,735.13	1,735.13
44 SPACECHK - SPACE CHICKEN CXACC ACCESORIES /HA HEIGHT ADJUSTABLE CXT TOP COLOR WHITE/ WHITE CXB BASE TIER1 TIER1 WHITE WHITE MUZO	1T	1,040.67	1,040.67

CLIENT SIGNATURE _____

PRINT NAME _____ TITLE _____ DATE _____



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 Santa Clara, CA 95050
 T. 669.800.2500
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Description	Quantity	Unit Price	Extended Price
44 Tag For BROOK HILLS ES GR 5 & 6 SPACECHK			
45 02141 - Numbers Adjusted Height 2-Student Desk - 24X54 Leg Finish: Smith System Paint PLT - PLATINUM Worksurface Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE SMITHSYSTE	1T	396.09	396.09
46 17576 - 3" Dual Wheel Pack,Dual-Wheel, Set of 4 Locking SMITHSYSTE	1T	57.80	57.80
47 BD1ST1LGSTLT - Stilt Floor Lamp COLOR: Walnut SKU: ST1-LGSTLT-WL BLUDOTDESI	1T	600.00	600.00
Sub Total			40,304.95
Estimated Tax Rate - 9.250%			3,728.21
Total			44,033.16
48 FREIGHT - Smith System Freight SMITHSYSTE	1T	5,166.40	5,166.40
49 FREIGHT - VS Freight VSFURNITUR	1T	2,000.00	2,000.00
50 FREIGHT - CEF Freight CUSTOMEDUC	1T	1,000.00	1,000.00
51 FREIGHT - Muzo Freight MUZO	1T	366.67	366.67
52 LABOR - Receive, deliver, and install the following: Classroom #1: (20) single student desk (20) student chairs (5) lecterns (13) adjustable stools (2) CEF Adjustable tables (1) teacher desk with task chair (1) teacher Storage (1) teacher table (5) VS mobile storage (1) Big Lounge (1) Rug (1) Flex Screen (1) Soft rocker	1T	7,114.29	7,114.29

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PRINT NAME _____ TITLE _____ DATE _____



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Table with 4 columns: Description, Quantity, Unit Price, Extended Price. Row 52 lists various furniture items like xbricks, coffee table, ottoman, tables, desks, chairs, stools, storage units, bookcase, teacher desk, teacher storage unit, rockers, and side table.

Summary table with 2 columns: Description, Price. Rows include Quotation Totals, Sub Total (87,790.44), Estimated Tax Rate - 9.250% (8,120.62), and Grand Total (95,911.06).

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

End of Quotation

CLIENT SIGNATURE _____

PRINT NAME _____ TITLE _____ DATE _____



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Santa Clara, CA 95050
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1. QUOTATIONS AND ORDERS

TERM: All prices are guaranteed for 30 days from date of quotation.

- a. PAYMENT TERMS: Balance is due in full net thirty (30) days from date of invoice.
b. DELAYS: If, for any reason, Buyer is unable to receive product at the job site...
c. CANCELLATIONS: All product is manufactured to customer specifications...
d. EXTRA HANDLING DUE TO SITE CONDITIONS: Charges will be assessed to the Buyer...

2. DELIVERY AND INSTALLATION

- a. SELLER'S RESPONSIBILITIES: Seller assumes responsibility to receive, inspect, stage, deliver and install Buyer's goods.
b. FREIGHT CLAIMS: Claims for product damaged in transit, other than drop shipments, will be processed by Seller...
c. WARRANTIES: SELLER MAKES NO WARRANTIES OF PRODUCT SOLD HEREUNDER WHATSOEVER...

FORCE MAJEURE

Neither Party will be liable for a delay in performing its obligations under this Agreement or any Order to the extent that delay is caused by insurrection, war, terrorism, riot, explosion, nuclear incident, fire, flood, earthquake, or other catastrophic event or Act of God beyond the reasonable control of the affected Party.

These terms apply unless an alternative MSA has been agreed upon.

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Contract Number:

10



Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
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Quotation 733906

Quote Date 08/14/24

Project 244504

Customer 179074

Terms Net 30

Account Representative Nancy O'Grady

Quote To

Patty Vasquez
SANTA ROSA CITY SCHOOLS DISTRI
211 RIDGWAY AVE
Santa Rosa CA 95401-4320

Ship To

Erik Oden
Lincoln Elementary
850 W 9th St
Santa Rosa CA 95401-5349

Phone 707-890-3800

pvasquez@srcs.k12.ca.us,InvoicesOracle@onewor
kplace.com

eoden@srcs.k12.ca.us

Contracts:

Smith System: OMNIA 2019.001899
VS America: OMNIA Region 4 ESC - TX|R191818
Steelcase: OMNIA 2019.001899

Description	Quantity	Unit Price	Extended Price
Room 301			

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Description	Quantity	Unit Price	Extended Price
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Subsection Finish Summary

790960 790960 - Fusion Maple	
799060 799060 - MISSION MAPLE LAMINATE	
MAP MAP - Fusion Maple	
MIM MIM - MISSION MAPLE	
PLT PLT - Platinum	
PLT PLT - Platinum	
Worksurface	
494360 494360 - CLASSIC LINEN LAMINATE	
CLN CLN - CLASSIC LINEN	
PLT PLT - PLATINUM	
Seating	
APPLE APPLE - APPLE	
PLT PLT - Platinum	
PRSNBLU PRSNBLUE - PERSIAN BLUE	
5S25 5S25 - GRAPHITE	
6205 6205 - BLACK	
6205 6205 - BLACK	
6205 6205 - BLACK	









1	22855 - Numbers 4-Leg Mobile Chair- Size 6(18") Frame Finish: Smith System Paint PLT - PLATINUM  Shell Finish: Smith System Plastic APPLE - APPLE  SMITHSYSTE	15T	146.20	2,193.00
2	22855 - Numbers 4-Leg Mobile Chair- Size 6(18") Frame Finish: Smith System Paint PLT - PLATINUM  Shell Finish: Smith System Plastic PRSNBLUE - PERSIAN BLUE  SMITHSYSTE	15T	146.20	2,193.00
3	17576 - 3" Dual Wheel Pack,Dual-Wheel, Set of 4 Locking SMITHSYSTE	28T	57.80	1,618.40
4	02132 - Numbers Adjusted Height Student Desk - Petal Leg Finish: Smith System Paint PLT - PLATINUM  Worksurface Finish: Smith System Laminate 494360 - 	28T	297.49	8,329.72

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Description	Quantity	Unit Price	Extended Price
4 CLASSIC LINEN LAMINATE Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic CLN - CLASSIC LINEN  SMITHSYSTE			
5 HATT3648-M - CEF Height Adjustable Tilt Table; 36Dx48L top on a pneumatic base that ranges from 29" to 55". Features two handles mounted underneath top for tilt and height adjustment. Comes in platinum base only. White dry erase ?nish. CUSTOMEDUC Tag For HELEN LEHMAN ES GRADE 3 HATT3648-M	4T	1,536.00	6,144.00
6 P1-GSL-LOCKING CAST - Locking Casters for Gas Shock Legs. Set of 4. CUSTOMEDUC	4T	88.00	352.00
7 01444 - Shift+ Interact Teacher lectern and student table, 20"D x 26.38"W x 28-45.25"H Top Natural Maple Laminate Base White VSFURNITUR	1T	960.00	960.00
8 S26161 - Cascade Teacher Desk-Single Bullet Box/Box/File Pedestal (Right Hand) Laminate Top Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE  Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE  Frame Finish: Smith System Paint PLT - PLATINUM  SMITHSYSTE	1T	796.73	796.73
9 435A00AIR - Steelcase Series 1;Chair-Task, Air Back Seat Finish: Cogent: Connect 5S25 - GRAPHITE  Air Back Finish: Plastic - PG1 6205 - BLACK  Headrest Option: No Headrest Coat Hanger: No Coat Hanger Frame Finish: Plastic - PG1 6205 - BLACK  Color Scheme: Black Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Base Type: Plastic Base Base Finish: Plastic - PG1 6205 - BLACK 	1T	394.55	394.55

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Description	Quantity	Unit Price	Extended Price
9 Caster or Glide Type: Hard Casters Soil Retardant Option: No Soil Retardant Sewn Upholstery Type: Non Sewn Steelcase			
10 45293 - Shift+ Transfer Mobile shelving units WxHxD: 60 1/8" x 43 3/8" x 16 3/4" Finish: Maple Metal: Artic VSFURNITUR	1T	1,684.00	1,684.00
11 45430 - SpaceWalk Single-sided mobile storage element with rails for Certwood bins. 24-3/4" x 39-1/8" x 19 Clear Bins Artic Metal VSFURNITUR	2T	1,040.00	2,080.00
12 45317 - Shift+ Transfer Mobile shelving elements. Single-sided. 41-5/8" x 36 x 16-3/4" Maple Laminate VSFURNITUR	2T	1,148.00	2,296.00
13 CLBAA - Smith Systems CONSTELLATE STORAGE MID-UNIT WITH SHELVES Quantity - Upper/Stand Alone 3 Inch Tote: 0.00000 Caster or Glide: B - Glides Door: A - No Doors Tote: 0 - n/a Case Finish: Smith System Laminate 790960 - Fusion Maple  Case Edge Finish: Smith System Plastic MAP - Fusion Maple  Handle Finish: Smith System Plastic PLT - Platinum  SMITHSYSTE	1T	545.69	545.69
14 Quantity - Upper/Stand Alone 3 Inch Tote: 0.00000 Caster or Glide: B - Glides Door: B - Full Doors Tote: 0 - n/a Case Finish: Smith System Laminate 790960 - Fusion Maple 	1T	744.03	744.03

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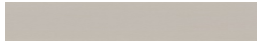
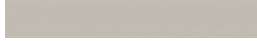








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Description	Quantity	Unit Price	Extended Price
14 Case Edge Finish: Smith System Plastic MAP - Fusion Maple  Handle Finish: Smith System Plastic PLT - Platinum  SMITHSYSTE			
16 LB483613A - Constellate Library Single-Sided Adder Unit 13x36x48 Finish: High Rise Laminate SMITHSYSTE	1T	538.33	538.33
Sub Total			30,869.45
Estimated Tax Rate - 9.250%			2,855.42
Total			33,724.87
Room 302			

Subsection Finish Summary

790960 790960 - Fusion Maple	
799060 799060 - MISSION MAPLE LAMINATE	
MAP MAP - Fusion Maple	
MIM MIM - MISSION MAPLE	
PLT PLT - Platinum	
PLT PLT - Platinum	
Worksurface	
494360 494360 - CLASSIC LINEN LAMINATE	
CLN CLN - CLASSIC LINEN	
PLT PLT - PLATINUM	
Seating	
APPLE APPLE - APPLE	
PLT PLT - Platinum	
PRSNBLU PRSNBLUE - PERSIAN BLUE	
5S25 5S25 - GRAPHITE	
6205 6205 - BLACK	
6205 6205 - BLACK	
6205 6205 - BLACK	

17 22879 - NUMBERS CANTILEVER CHAIR- SIZE 6(18") Frame Finish: Smith System Paint PLT - PLATINUM  Shell Finish: Smith System Plastic PRSNBLUE - PERSIAN BLUE 	15T	130.89	1,963.35
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Description	Quantity	Unit Price	Extended Price
17 Glide: Standard Nylon Base Glide SMITHSYSTE			
18 22879 - NUMBERS CANTILEVER CHAIR- SIZE 6(18") Frame Finish: Smith System Paint PLT - PLATINUM Shell Finish: Smith System Plastic APPLE - APPLE Glide: Standard Nylon Base Glide SMITHSYSTE	15T	130.89	1,963.35
19 17576 - 3" Dual Wheel Pack,Dual-Wheel, Set of 4 Locking SMITHSYSTE	26T	57.80	1,502.80
20 02132 - Numbers Adjusted Height Student Desk - Petal Leg Finish: Smith System Paint PLT - PLATINUM Worksurface Finish: Smith System Laminate 494360 - CLASSIC LINEN LAMINATE Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic CLN - CLASSIC LINEN SMITHSYSTE	26T	297.49	7,734.74
21 HATT3648-M - CEF Height Adjustable Tilt Table; 36Dx48L top on a pneumatic base that ranges from 29" to 55". Features two handles mounted underneath top for tilt and height adjustment. Comes in platinum base only. White dry erase finish. CUSTOMEDUC Tag For HELEN LEHMAN ES GRADE 3 HATT3648-M	4T	1,536.00	6,144.00
22 P1-GSL-LOCKING CAST - Locking Casters for Gas Shock Legs. Set of 4. CUSTOMEDUC	4T	88.00	352.00
23 01444 - Shift+ Interact Teacher lectern and student table, 20"D x 26.38"W x 28-45.25"H Top Natural Maple Laminate Base White VSFURNITUR	1T	960.00	960.00
24 S26161 - Cascade Teacher Desk-Single Bullet Box/Box/File Pedestal (Right Hand) Laminate Top Finish: Smith System Laminate 799060 - MISSION MAPLE LAMINATE Edge: F - 1 1/4in Top w 3mm Edgbnd Edge Finish: Smith System Plastic MIM - MISSION MAPLE Frame Finish: Smith System Paint PLT - PLATINUM	1T	796.73	796.73

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Description	Quantity	Unit Price	Extended Price
24 SMITHSYSTE			
25 435A00AIR - Steelcase Series 1;Chair-Task, Air Back Seat Finish: Cogent: Connect 5S25 - GRAPHITE  Air Back Finish: Plastic - PG1 6205 - BLACK  Headrest Option: No Headrest Coat Hanger: No Coat Hanger Frame Finish: Plastic - PG1 6205 - BLACK  Color Scheme: Black Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Base Type: Plastic Base Base Finish: Plastic - PG1 6205 - BLACK  Caster or Glide Type: Hard Casters Soil Retardant Option: No Soil Retardant Sewn Upholstery Type: Non Sewn Steelcase	1T	394.55	394.55
26 45293 - Shift+ Transfer Mobile shelving units WxHxD: 60 1/8" x 43 3/8" x 16 3/4" Finish: Maple Metal: Artic VSFURNITUR	1T	1,684.00	1,684.00
27 45430 - SpaceWalk Single-sided mobile storage element with rails for Certwood bins. 24-3/4" x 39-1/8" x 19 Clear Bins Artic Metal VSFURNITUR	2T	1,040.00	2,080.00
28 45317 - Shift+ Transfer Mobile shelving elements. Single-sided. 41-5/8" x 36 x 16-3/4" Maple Laminate VSFURNITUR	2T	1,148.00	2,296.00
29 CLBAA - Smith Systems CONSTELLATE STORAGE MID-UNIT WITH SHELVES Quantity - Upper/Stand Alone 3 Inch Tote: 0.00000 Caster or Glide: B - Glides	1T	545.69	545.69

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Description	Quantity	Unit Price	Extended Price
29 Door: A - No Doors Tote: 0 - n/a Case Finish: Smith System Laminate 790960 - Fusion Maple  Case Edge Finish: Smith System Plastic MAP - Fusion Maple  Handle Finish: Smith System Plastic PLT - Platinum  SMITHSYSTE			
30 Quantity - Upper/Stand Alone 3 Inch Tote: 0.00000 Caster or Glide: B - Glides Door: B - Full Doors Tote: 0 - n/a Case Finish: Smith System Laminate 790960 - Fusion Maple  Case Edge Finish: Smith System Plastic MAP - Fusion Maple  Handle Finish: Smith System Plastic PLT - Platinum  SMITHSYSTE	1T	744.03	744.03
31 LB483613S - Constellate Library Single-Sided Starter/Standalone Unit 13x36x48 Laminate: High Rise SMITHSYSTE	1T	667.53	667.53
32 LB483613A - Constellate Library Single-Sided Adder Unit 13x36x48 Laminate: High Rise SMITHSYSTE	1T	538.33	538.33
Sub Total Estimated Tax Rate - 9.250% Total			30,367.10 2,808.96 33,176.06
33 FREIGHT - Smith System Freight SMITHSYSTE	1T	2,924.79	2,924.79
34 FREIGHT - Freight CEF CUSTOMEDUC	1T	1,666.67	1,666.67
35 FREIGHT - VS America Freight VSFURNITUR	1T	1,875.00	1,875.00
36 LABOR - Receive, deliver and install the following: (56) Single student pedestal desks (8) CEF Adjustable table (2) teachers lecterns (2) cascade teachers desk with pedestal (2) task chairs (4) soft rockers (60) Smith Systems student chairs with casters	1T	6,103.54	6,103.54

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Description	Quantity	Unit Price	Extended Price
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36 (2) curved mobile storage units
 (16) mobile storage units consisting of (4) Spacewalk storage, (4)
 Shift Plus storage, (4) open bookcases and
 VS locking storage:
 Lincoln Elementary
 850 W 9th St, Santa Rosa
 COORDINATE

Quotation Totals			
Sub Total			73,806.55
Estimated Tax Rate - 9.250%			6,827.11
Grand Total			80,633.66

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection.
 Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample.
 For accuracy, order and view an actual sample.*

End of Quotation

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Santa Clara, CA 95050
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1. QUOTATIONS AND ORDERS

TERM: All prices are guaranteed for 30 days from date of quotation.

- a. **PAYMENT TERMS:** Balance is due in full net thirty (30) days from date of invoice. For open punch list items, an amount commensurate to items in question and no greater than 10% may be withheld until completion as per standard industry practice.
- b. **DELAYS:** If, for any reason, Buyer is unable to receive product at the job site on the mutually agreed upon delivery date, product will be deemed delivered and will be invoiced as if delivered
- c. **CANCELLATIONS:**
All product is manufactured to customer specifications and, therefore, cannot be canceled once produced or in production, or returned. Restocking programs are not available.
- d. **EXTRA HANDLING DUE TO SITE CONDITIONS:** Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons beyond Seller's control not specifically identified in the price quotation at a standard hourly rate or actual charges if performed by a third party.

2. DELIVERY AND INSTALLATION

- a. **SELLER'S RESPONSIBILITIES:** Seller assumes responsibility to receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be clean and put into good working order. Cartoning and packing materials will be removed and premises left in good order. When applicable, Seller may direct shipments directly to the job site.
- b. **FREIGHT CLAIMS:** Claims for product damaged in transit, other than drop shipments, will be processed by Seller and damaged product will be repaired or replaced to the reasonable satisfaction of Buyer.
- c. **WARRANTIES:**
SELLER MAKES NO WARRANTIES OF PRODUCT SOLD HEREUNDER WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE FURNITURE IS FIT FOR ANY PARTICULAR PURPOSE.

FORCE MAJEURE

Neither Party will be liable for a delay in performing its obligations under this Agreement or any Order to the extent that delay is caused by insurrection, war, terrorism, riot, explosion, nuclear incident, fire, flood, earthquake, or other catastrophic event or Act of God beyond the reasonable control of the affected Party.

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