

Contract Number:

1

California Uniform Public Construction Cost Accounting Act

Request for Quotation

Public Contract Code §§ 22000 *et seq.*

(Project Value Less than \$60,000)

Hidden Valley ES MPR Flooring Abatement

TABLE OF CONTENTS

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

SANTA ROSA ELEMENTARY SCHOOL DISTRICT

Hidden Valley ES MPR Flooring Abatement

3. CONTRACT FOR LABOR AND MATERIALS

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of October 10, 2024, by and between the SANTA ROSA ELEMENTARY SCHOOL DISTRICT, a California public school district (“District”), and Central Valley Environmental (“Contractor”).

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

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

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

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as Hidden Valley ES MPR Flooring Abatement ("Project"). The location of the Project is 3435 Bonita Vista Dr., Santa Rosa, CA 95404 ("Site").

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

3. **Contract Documents**

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

4. **District Representative**

The District Representative is the Associate Superintendent, Lisa August.

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

The Architect or Design Professional in charge is Not Applicable; references to the “Architect” or similar terms shall be deemed references to the Architect or Design Professional in charge and their respective design consultants.

6. **Compensation to Contractor**

- a. **Contract Price**. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of Twenty Four Thousand, Eight Hundred Fifty Dollars (\$24,850.00). The Contract Price is based upon the Contractor’s Base Quote Proposal for the Work.
- b. **Progress Payment Retention**. If the Contract Price is subject to payment by the District’s disbursement of Progress Payments pursuant to the Contract General Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- c. **Mark-Up for Changed Work**. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 15% of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

7. **Prevailing Wages**

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

8. **Contract Time**

The Work shall be commenced on the date stated in the District’s Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work March 3, 2025 after the commencement date of the Work set forth in the Notice to Proceed. Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

9. **Limitation on Damages**

In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; and/or (iii) loss of productivity.

10. Liquidated Damages

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

- a. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of Two Hundred Dollars (\$200.00).
- b. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of Two Hundred Dollars (\$200.00).
- c. **Surety Liability.** Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

11. **Insurance**

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

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

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

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

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

12. **Notices**

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

If to the District:

Lisa August
Accosicate Superintendent, Business Services
Santa Rosa Elementary School District
211 Ridgway Avenue
Santa Rosa, CA 95401

If to the Contractor:

Central Valley Environmental
North Bay –
310 Professional Center Dr.
Rohnert Park, CA 94928

13. Hours and Days of Work at the Site

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

13.2 Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: None. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site. The 2024 - 2025 Academic and Holiday Calendars are attached hereto as **Attachment "A"** and incorporated herein for the Contractor's reference and use.

14. Audit

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

15. Compliance with Law

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

16. Authority to Execute

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

[Remainder of page intentionally left blank.]

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

SANTA ROSA ELEMENTARY SCHOOL DISTRICT

Central Valley Environmental

Lisa August
Name

Contractor Name

Signature

Contractor License No.
and Expiration Date

Associate Superintendent, Business Services
Title

Dustin Ryan
Individual Signature

Date

Estimator
Title

9/25/2024
Date

For:

Corporation or Partnership

If Corporation, Seal Below.

ATTACHMENT "A"

2024/2025 DISTRICT ACADEMIC & HOLIDAY CALENDAR

SANTA ROSA CITY SCHOOLS
2024-2025 INSTRUCTIONAL CALENDAR
 (Certificated and School Year (SY) Employees)
185 Workdays

| YEAR | M | T | W | Th | F | | ELEMENTARY Days of Instruction | SECONDARY Days of Instruction | Non Instructional Days | Professional Development Days | Certificated & SY Employee Workdays |
|-----------------|----|----|----|----|----|---|--------------------------------------|-------------------------------------|------------------------------|-------------------------------------|---|
| JULY 2024 | 1 | 2 | 3 | 4 | 5 | | 0 | 0 | 0 | 0 | 0 |
| | 8 | 9 | 10 | 11 | 12 | | | | | | |
| | 15 | 16 | 17 | 18 | 19 | | | | | | |
| | 22 | 23 | 24 | 25 | 26 | | | | | | |
| | 29 | 30 | 31 | | | | | | | | |
| AUGUST | | | | 1 | 2 | Aug. 12 Work Day Principal-Directed Non-Instructional (non-student) | 13 | 13 | 2 | 0 | 15 |
| | 5 | 6 | 7 | 8 | 9 | Aug. 13 Work Day Staff-Directed Non-Instructional (non-student) | | | | | |
| | 12 | 13 | 14 | 15 | 16 | Aug. 14 School Opens/First Day of Instruction | | | | | |
| | 19 | 20 | 21 | 22 | 23 | | | | | | |
| | 26 | 27 | 28 | 29 | 30 | | | | | | |
| SEPTEMBER | 2 | 3 | 4 | 5 | 6 | Sept. 2 Labor Day Holiday | 20 | 20 | 0 | 0 | 20 |
| | 9 | 10 | 11 | 12 | 13 | Sept. 5 Back to School Night-Elementary Schools | | | | | |
| | 16 | 17 | 18 | 19 | 20 | Sept. 12 Back to School Night-Middle Schools | | | | | |
| | 23 | 24 | 25 | 26 | 27 | Sept. 19 Back to School Night-High Schools | | | | | |
| | 30 | | | | | | | | | | |
| OCTOBER | | 1 | 2 | 3 | 4 | Oct. 7-11 Parent Conferences | 23 | 23 | 0 | 0 | 23 |
| | 7 | 8 | 9 | 10 | 11 | Oct. 11 Secondary Report Card Window Opens | | | | | |
| | 14 | 15 | 16 | 17 | 18 | Oct. 18 Secondary End of first quarter | | | | | |
| | 21 | 22 | 23 | 24 | 25 | Oct. 21 Elementary Report Card Window Opens | | | | | |
| | 28 | 29 | 30 | 31 | | Oct. 23 Secondary Report Card Window Closes Oct. 31 Elementary First Trimester ends | | | | | |
| NOVEMBER | | | | | 1 | Nov. 1 Professional Development Day (non-student) | 14 | 14 | 0 | 1 | 15 |
| | 4 | 5 | 6 | 7 | 8 | Nov. 12 Elementary Report Card Window Closes | | | | | |
| | 11 | 12 | 13 | 14 | 15 | Nov. 11 Veterans Day | | | | | |
| | 18 | 19 | 20 | 21 | 22 | Nov. 25-29 Non-student, Non work days | | | | | |
| | 25 | 26 | 27 | 28 | 29 | Nov. 28 Thanksgiving Day Holiday Nov. 29 Local Holiday | | | | | |
| DECEMBER | 2 | 3 | 4 | 5 | 6 | Dec. 13 Secondary Report Card window opens | 15 | 14 | 1 | 0 | 15 |
| | 9 | 10 | 11 | 12 | 13 | Dec. 17-19 Minimum Days: Final Exams High School Only | | | | | |
| | 16 | 17 | 18 | 19 | 20 | Dec. 19 Secondary End of second quarter and first semester | | | | | |
| | 23 | 24 | 25 | 26 | 27 | Dec. 20 Teacher Workday/Pupil Holiday: <u>Secondary only</u> | | | | | |
| | 30 | 31 | | | | Dec. 23-31 Winter Recess | | | | | |
| JANUARY 2025 | | | 1 | 2 | 3 | Jan. 1 New Years Day Holiday | 18 | 18 | 0 | 1 | 19 |
| | 6 | 7 | 8 | 9 | 10 | Jan. 2 - 3 Winter Recess | | | | | |
| | 13 | 14 | 15 | 16 | 17 | Jan 6 Secondary Report Card Window Closes | | | | | |
| | 20 | 21 | 22 | 23 | 24 | Jan. 20 Martin Luther King Jr. Holiday | | | | | |
| | 27 | 28 | 29 | 30 | 31 | Jan. 31 Professional Development Day (non-student) | | | | | |
| FEBRUARY | 3 | 4 | 5 | 6 | 7 | Feb. 3 Elementary Report Card Window Opens | 18 | 18 | 0 | 0 | 18 |
| | 10 | 11 | 12 | 13 | 14 | Feb. 10 Lincoln's Birthday | | | | | |
| | 17 | 18 | 19 | 20 | 21 | Feb. 17 President's Day | | | | | |
| | 24 | 25 | 26 | 27 | 28 | Feb. 21 Elementary 2nd Trimester ends | | | | | |
| | | | | | | | | | | | |
| MARCH | 3 | 4 | 5 | 6 | 7 | Mar. 3 Elementary Report Card Window Closes | 15 | 15 | 0 | 0 | 15 |
| | 10 | 11 | 12 | 13 | 14 | Mar. 7 Secondary Report Card Window Opens | | | | | |
| | 17 | 18 | 19 | 20 | 21 | Mar. 14 Secondary End of third quarter | | | | | |
| | 24 | 25 | 26 | 27 | 28 | March 17-21 Spring Break | | | | | |
| | 31 | | | | | March 26 Secondary Report Card window closes March 31 Cesar Chavez Day (non-student, non-work day) | | | | | |
| APRIL | | 1 | 2 | 3 | 4 | | 20 | 20 | 0 | 0 | 20 |
| | 7 | 8 | 9 | 10 | 11 | April 11 Emergency Closure Day (non-workday, non-student if not needed) | | | | | |
| | 14 | 15 | 16 | 17 | 18 | | | | | | |
| | 21 | 22 | 23 | 24 | 25 | April 21 Non-student, Non work days | | | | | |
| | 28 | 29 | 30 | | | | | | | | |
| MAY | | | | 1 | 2 | May 5 Elementary Report Card Window Opens | 20 | 20 | 0 | 0 | 20 |
| | 5 | 6 | 7 | 8 | 9 | May 15 Open House | | | | | |
| | 12 | 13 | 14 | 15 | 16 | May 16 Emergency Closure Day (non-workday, non-student if not needed) | | | | | |
| | 19 | 20 | 21 | 22 | 23 | May 23 Secondary Report Card Window Opens | | | | | |
| | 26 | 27 | 28 | 29 | 30 | May 26 Memorial Day | | | | | |
| JUNE | 2 | 3 | 4 | 5 | 6 | June 5 Elementary 3rd Trimester ends | 4 | 5 | 1 | 0 | 5 |
| | 9 | 10 | 11 | 12 | 13 | June 5 Final Instructional Day: <u>Elementary only</u> | | | | | |
| | 16 | 17 | 18 | 19 | 20 | June 6 Teacher Workday/Pupil Holiday: <u>Elementary only</u> | | | | | |
| | 23 | 24 | 25 | 26 | 27 | June 4-6 Minimum Day: Final Exams Secondary Only | | | | | |
| | 30 | | | | | June 6 Final Instructional Day: <u>Secondary</u> June 9 Secondary report card Window Closes June 9 Elementary Report Card Window Closes | | | | | |
| TOTALS | | | | | | | 180 | 180 | 3 | 2 | 185 |

(2) Two days added for Emergency Closures 4/11 & 5/16 (non-workday for teachers and SY, non-student if not needed)

Ratified: 1/31/2024

Board approved: 12/13/2023

Effective: July 1, 2024

SANTA ROSA ELEMENTARY SCHOOL DISTRICT

Hidden Valley ES MPR Flooring Abatement

5. GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

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

6. Labor.

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

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

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

6.4 Certified Payroll Records.

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

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

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

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

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

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

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

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

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

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

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

16. Miscellaneous.

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

16.2 Disputes.

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

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

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

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

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

days after the issuance date of the Claim Review Statement.

16.2.3 Meet and Confer.

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

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

16.2.4 Non-Binding Mediation.

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

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

portion of the Claim.

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

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

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

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

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

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

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

[END OF GENERAL CONDITIONS]

SANTA ROSA ELEMENTARY SCHOOL DISTRICT

Hidden Valley ES MPR Flooring Abatement

6. PROJECT FORMS

GUARANTEE

Project: Hidden Valley ES MPR Flooring Abatement

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

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

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

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

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

[Remainder of page intentionally left blank]

Contractor:

Central Valley Environmental
(Contractor Name)

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

Dustin Ryan Estimator
(Printed Name and Title)

9/25/2024
(Date)

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated October 10, 2024 by and between Santa Rosa Elementary School District (“District”) and Central Valley Environmental (“Contractor”), Contractor hereby certifies to the District’s governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District’s pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Dustin Ryan
Contractor’s Representative

9/25/2024
Date

School District Official

Date

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

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

| | |
|------------------------|---|
| DATE: <u>9/25/2024</u> | <u>Central Valley Environmental</u> CONTRACTOR |
| | By: <u>Dustin Ryan</u> Signature |

648-102/6759082.1



PROVIDING SERVICES THROUGHOUT THE WEST COAST

North Bay – 310 Professional Center Dr., Rohnert Park, CA 94928- Ph: (707) 584-1900 F: (707) 238-4292

CONTRACTOR'S LICENSE # 974852 DOSH REGISTRATION # 1064

PROPOSAL – REV01

Felicia Silveira
felicia.silveira@vpcsonline.com
408-497-7528

09/13/2024

Hidden Valley ES

3435 Bonita Vista Lane, Santa Rosa, Ca, 95404

Scope of Work: Asbestos Flooring Abatement – The Hall MPR

1. Mobilization of Crew and equipment.
2. Set up of engineering controls and establishment of negative pressure containment for asbestos abatement operations.
3. Remove and salvage folding lunch tables/benches.
4. Remove and dispose of all baseboards.
5. Remove and dispose of approx. 2,225sf of non-friable asbestos containing VCT and associated mastic down to slab.
6. Demobilize.

Total: \$24,850.00

Includes PLA One Time Agreement
CVE DIR # 1000001557

Exclusions:

1. Any other demolition or services not noted in this proposal.
2. Any unforeseen conditions.
3. Any dry rot removal.
4. Any concrete cutting, drilling, or demolition
5. Any protection of anything existing to remain.
6. Any protection to vegetation or flatwork.
7. Any weather protection or temporary covering of structure.
8. Any 3rd party consultant fee's, clearances, or sampling.



PROVIDING SERVICES THROUGHOUT THE WEST COAST

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CONTRACTOR'S LICENSE # 974852 DOSH REGISTRATION # 1064

PROPOSAL – REV01

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient power and water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above-mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County. Credit card transactions will incur a 3% fee of transaction total.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or de-mobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.



PROVIDING SERVICES THROUGHOUT THE WEST COAST

North Bay – 310 Professional Center Dr., Rohnert Park, CA 94928- Ph: (707) 584-1900 F: (707) 238-4292

CONTRACTOR'S LICENSE # 974852 DOSH REGISTRATION # 1064

PROPOSAL – REV01

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling, or performance requirements, in case the contract price and completion time will be adjusted accordingly.

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.

DEPARTMENT OF TOXIC SUBSTANCE CONTROL

The DTSC will assess a fee for each generator that produces five tons or more of hazardous waste. This assessed fee is not included in this proposal or contract. Please be aware that if you generate more than five tons of hazardous waste, the California Department of Tax and Fee Administration (CDTFA), formerly the California State Board of Equalization (BOE) will contact and bill you directly. For more information, follow link; <https://dtsc.ca.gov/households-and-hazardous-waste/>



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CONTRACTOR'S LICENSE # 974852 DOSH REGISTRATION # 1064

PROPOSAL – REV01

A Signature below by CLIENT constitutes an authorization to proceed with the scope of work in accordance with the price quotations and terms and conditions set forth in this document. By signing below, you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto. This authorization shall constitute a valid and binding agreement of the CLIENT

****PLEASE FILL OUT ALL INFORMATION BELOW AND FAX TO 707-238-4292 OR EMAIL TO dustinr@cvecorp.com & erikam@cvecorp.com**

AUTHORIZATION TO PROCEED

Accepted and approved this _____ Day of _____ 2024

CUSTOMER SIGNATURE: _____

PRINT NAME: _____ DATE: _____

OWNERS INFORMATION

Owner's First & Last Name: _____

Contact Persons First & Last Name: _____

Owner's Mailing address: _____

Owner's Telephone Number: _____

Owners Email Address: _____

BILLING INFORMATION (where the invoice will be sent & who will pay for contract)

Billing Party First & Last Name: _____

Billing Party Mailing Address: _____

Billing Party Phone Number: _____

Billing Party Email Address: _____

THANK YOU FOR CHOOSING CENTRAL VALLEY ENVIRONMENTAL

Contract Number:

2



Sacramento
Eureka
Modesto
Pleasanton
Santa Rosa
Seattle
Ukiah

ADDITIONAL SERVICES FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

Santa Rosa High School District (SRHSD) "CLIENT" requests Crawford & Associates, Inc. (Crawford) "CONSULTANT" to provide Materials Testing and Inspection Services for the following project:

Project Name: Montgomery High School Two-Story Classroom
Project Location: 1250 Hahman Drive, Santa Rosa, California 95401

ORIGINAL Project Scope:

- Batch plant inspection of concrete
- Special Inspection of concrete and preparation of test specimens for laboratory testing
- Material identification of structural steel
- Shop/field welding inspections
- Testing and inspection of high-strength bolts
- Laboratory testing, project management and reporting

ADDITIONAL SERVICES PROJECT SCOPE:

- Special Inspection services aforementioned on an as-requested basis

Estimated Completion Date:

- December 31, 2025

ORIGINAL Fee Estimate: **\$188,949***
ADDITIONAL Fee Estimate: **\$25,000**
NEW TOTAL Fee Estimate: **\$213,949**

**This is an estimate of the anticipated costs associated with the services we are proposing to provide. An estimate is made with our best professional judgment, but we cannot anticipate everything that will happen during the course of completing your project and there are often unforeseen circumstances or conditions that result in a greater commitment of staff resources than the originally estimated amount. Crawford reserves the right, as a condition of this service agreement, to invoice up to an amount 10% greater than the amount originally estimated without CLIENT consultation and without a fully executed service agreement amendment.*

Prevailing Wage: Yes No

CLIENT agrees to pay at the hourly rates and to pay all other costs for the work or portion of work performed as set forth in the CONSULTANT's Fee Schedule (Exhibit A) attached and made a part of this Agreement.

CONSULTANT agrees to perform the services set forth in this AGREEMENT according to its terms, including all attachments incorporated. This AGREEMENT may be modified or altered only in writing, as specifically described in this AGREEMENT.

| | CLIENT | CONSULTANT |
|---------------------|---|--|
| Signature: | | |
| Print Name: | Lisa August | Shawn Leyva, PE |
| Title: | Associate Superintendent | Principal |
| Company: | Santa Rosa High School District | Crawford & Associates, Inc |
| Address: | 110 Stony Point Road, Suite 210, Santa Rosa CA 95401 | 3325 Regional Parkway, Suite 8 Santa Rosa, CA 95403 |
| Phone/Email: | 707-890-3800 / laugust@srcs.k12.ca.us | shawn.leyva@crawford-inc.com (916) 455-4225 |
| Date: | | September 20, 2024 |

GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

1. DEFINITIONS

1.1 Certification. CONSULTANT's expression of a professional opinion based upon the SERVICES CONSULTANT performed. A certification does not constitute a warranty or guarantee, either express or implied.

1.2 Contractor. The Contractor or Contractors, including its/their subcontractors of every tier, retained to perform construction work on the project for which CONSULTANT is providing SERVICES under this AGREEMENT.

1.3 CONSULTANT Entities. The CONSULTANT and its subconsultants, subcontractors, and agents, and all of their respective shareholders, directors, officers, employees, and agents, and their heirs and assigns.

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

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

1.6 Inspect, Inspection. Visual determination of conformance with specific requirements.

1.7 Instruments of Professional Service. All documents and information – e.g., letters, memoranda, reports, boring logs, maps, field data, field notes, drawings and specifications, and test data prepared by CONSULTANT.

1.8 General Contractor. The contractor that has overall responsibility for project-site activities, including site safety and security, and is in charge of all other contractors and subcontractors hired for the project.

1.9 Observation, Observe. On the basis of CONSULTANT's professional judgment, the act of visual evaluation or visually evaluating general conformance with requirements.

1.10 Services. The professional SERVICES provided by CONSULTANT under this AGREEMENT including SERVICES described in the scope of SERVICES (Page 1) and any written task order or amendment to this AGREEMENT.

1.11 Subcontractor. Contractor hired by the General Contractor or another contractor or subcontractor.

1.12 Test(s), Testing. Measurement, examination, and other activities to assess the characteristics or performance of materials.

1.13 Work. A contractor's or subcontractor's labor, materials, equipment, and constructed results.

2. ACCEPTANCE OF TERMS AND CONDITIONS

Unless otherwise specifically stated by CLIENT in writing, CLIENT's request that CONSULTANT initiate SERVICES will constitute CLIENT's acceptance of this AGREEMENT and all of its terms and conditions. Any additional or different terms that CLIENT provides in any subsequent acknowledgment, purchase order, task order, or other document that vary from any of the terms herein or in CONSULTANT's proposal are hereby objected to and rejected. Any such terms proposed by CLIENT, whether by offer or acceptance, shall be void unless CONSULTANT expressly agrees to them in writing.

3. SCOPE OF SERVICES

3.1 Services Provided; Independent Contractor. CONSULTANT will provide the SERVICES set forth in the scope of SERVICES (Page 1) as an independent contractor.

3.2 Authority of CONSULTANT. CONSULTANT will report to CLIENT data and results of observation, inspection, and testing as set forth in the scope of SERVICES (Page 1). CONSULTANT will report to CLIENT or CLIENT's representative observed or inspected work that, in CONSULTANT's opinion, fails to conform to project plans and specifications. CONSULTANT has no right or responsibility to approve, accept, reject, or stop work of any agent of CLIENT. No action of CONSULTANT or CONSULTANT's site representative(s) shall be construed by any party as revoking, altering, enlarging, relaxing, or releasing any requirement of the plans, specifications, and codes applicable to the project or any AGREEMENT between CLIENT and others. Such rights are reserved solely for CLIENT

3.3 Variation of Material Characteristics and Conditions. CONSULTANT's observations and standardized sampling, inspection, and testing procedures indicate conditions of materials and construction activities only at the

precise location where and precise time when CONSULTANT performed SERVICES. CLIENT recognizes that conditions of materials and construction activities at other locations may vary from those measured, observed, or inspected, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. Nonetheless, CONSULTANT may make inferences based upon the information derived from these procedures to formulate professional opinions about conditions in other areas. Nonetheless, CONSULTANT is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it observes, inspects, samples, or tests. Even if performed on a continuous basis, SERVICES do not and should not be interpreted to mean that CONSULTANT is observing, inspecting, or testing all materials on the project. CONSULTANT is not responsible for other parties' interpretations or use of the information CONSULTANT developed.

3.4 Scheduling and Frequency of Observations, Inspections, and Testing. CLIENT acknowledges that CLIENT – directly or by CLIENT's designee – has the sole right and sole responsibility to determine the extent, frequency, and scheduling of observations, inspections, and testing performed by CONSULTANT. Accordingly, CLIENT also acknowledges that CONSULTANT bears no responsibility for damages that may accrue because CONSULTANT did not perform observations, inspections, or testing that CLIENT failed to request or schedule.

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

3.6 Licenses. CONSULTANT will procure and maintain business and professional licenses and registrations necessary to provide its SERVICES.

3.7 Excluded Services. CONSULTANT'S SERVICES under this AGREEMENT include only those SERVICES specified in the SCOPE OF SERVICES, or a written amendment(s) thereto. Engineer shall have no other responsibility or obligation except as agreed to in writing.

CLIENT expressly waives any claim against CONSULTANT resulting from its failure to perform recommended additional SERVICES that CLIENT has not authorized CONSULTANT to perform, and any claim that CONSULTANT failed to perform SERVICES that CLIENT instructed CONSULTANT not to perform.

3.8 No Fiduciary Responsibility. CLIENT agrees that CONSULTANT has been engaged to provide technical professional SERVICES only and that CONSULTANT does not owe a fiduciary responsibility to CLIENT or to the project Owner, if different from CLIENT.

4. PAYMENTS TO CONSULTANT

4.1 Basic Services, Fees, and Expenses. CONSULTANT will perform SERVICES for the amount(s) set forth in the Fee Estimate on Page 1 and Fee Schedule (Exhibit A). CLIENT acknowledges that the Fee Schedule is subject to periodic review and amendment to reflect CONSULTANT's then-current fee structure. CONSULTANT will give CLIENT at least thirty (30) days' advance notice of any changes to its Fee Schedule. Unless CLIENT objects in writing to such changes within thirty (30) days of notification, the amended fee structure will be incorporated into this AGREEMENT and will supersede any prior fee structure.

4.2 Additional Services. Any SERVICES CONSULTANT performs under this AGREEMENT, except those SERVICES expressly identified otherwise in the scope of SERVICES (Page 1), will be performed on a time-and-materials basis unless both parties specifically agree otherwise in writing.

4.3 Estimate of Fees and Expenses. CONSULTANT will, to the best of its ability, perform the SERVICES and accomplish the objectives defined in this AGREEMENT for no more than the cost (Consultant's fee and expenses) estimated in writing by Consultant. Client recognizes that unforeseen circumstances, including scope and schedule changes, can affect Consultant's ability to complete its SERVICES for no more than the estimated cost. Accordingly, Client agrees that a cost estimate or "not-to-exceed" limitation does not constitute a guarantee that Consultant will be able to complete the SERVICES for that amount. Instead, a cost estimate or "not-to-exceed" limitation indicates only that Consultant will not incur costs in excess of the estimate or limitation amount without first obtaining Client's AGREEMENT to do so.

4.4 Blank

4.5 Blank

4.6 Payment Timing; Late Charge. CONSULTANT will submit invoices to CLIENT periodically, but no more frequently than once a month. All invoices are due and payable upon presentation. Any undisputed amounts unpaid thirty (30) days after the invoice date will include a late-payment charge from the date of the invoice, at 1½% per month or the maximum legal rate, whichever is lower. CLIENT's failure to pay CONSULTANT within thirty (30) days of the date of CONSULTANT's invoice will constitute CLIENT's substantial failure to perform under this AGREEMENT, and CLIENT will remunerate CONSULTANT for all time spent and all expenses incurred (including, but not being limited to, the fees and expenses of any collection agency and/or attorney, and any court costs) in connection with collecting any delinquent amount. In addition, Engineer may suspend performance of the SERVICES when such failure to pay continues for fifteen (15) days following notice to Client of the same.

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

5. PERFORMANCE STANDARD

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

5.2 Standard of Care. Subject to the limitations inherent in the agreed Scope of SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this AGREEMENT, CONSULTANT will perform its SERVICES consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the SERVICES are performed. No representation, express or implied, and no warranty or guarantee is included in or intended by this AGREEMENT or by any report, opinion, document, or other instrument of professional service. CONSULTANT disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose. Even if performed on a continuous basis, CONSULTANT's SERVICES do not constitute observing, inspecting, or verifying placement of all materials of the project.

5.3 Compliance with Codes and Referenced Standards. As required by the applicable standard of care, CONSULTANT will perform its SERVICES in accordance with federal, state, and local codes, standards, statutes, and regulations applicable to CONSULTANT when CONSULTANT prepared the scope of SERVICES (Page 1). CONSULTANT will perform its observations, inspections, and tests in general accordance with the standards CONSULTANT references. CONSULTANT makes no representation about compliance with any standards it does not reference.

5.4 Sampling, Observation, Inspection, and Test Locations. Unless specifically stated otherwise, the scope of SERVICES (Page 1) excludes surveying the project site or precisely identifying sampling, observation, inspection, or test locations, depths, or elevations. In accordance with customary practice, CONSULTANT will base sampling, observation, inspection, and test locations, depths, and elevations on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in CONSULTANT's report(s), such locations, depths, and elevations are approximate.

5.5 Sample Disposal. CONSULTANT will dispose of samples immediately after submitting the report covering those samples. If CLIENT prefers CONSULTANT to store samples for a longer period or transfer them to another party, CLIENT shall submit to CONSULTANT a timely written notice through which CLIENT also agrees to appropriately compensate CONSULTANT for the additional service.

5.6 Buried Utilities and Structures; Property/Work Restoration. If the SERVICES require borings, test pits, or other invasive subsurface-exploratory SERVICES, CLIENT will provide to CONSULTANT all information it possesses about the location and nature of underground utilities and structures. To reduce the risk of damage or injury to underground utilities and structures, CONSULTANT will rely on CLIENT-furnished information and will also contact an appropriate utility locator. CLIENT agrees to hold CONSULTANT harmless for any damage to underground utilities or structures that are not called to CONSULTANT's attention or that are shown incorrectly on plans or drawings furnished for the purpose of locating such utilities and structures. CONSULTANT will take reasonable precautions to limit the damage to the project site or work caused by the performance of its SERVICES. CLIENT understands that some damage may necessarily occur in the normal course of performing SERVICES, and that this AGREEMENT excludes repair of such damage unless specifically stated otherwise in the scope of SERVICES (Page 1) or via a subsequent amendment to this AGREEMENT.

6. CONTRACTOR'S PERFORMANCE

CONSULTANT is not responsible for any contractor's means, methods, techniques, or sequences during the performance of any contractor's work. CONSULTANT will not supervise or direct any contractor's work nor be liable for any failure of contractor to complete its work in accordance with the project's plans, specifications, and/or applicable codes, laws, and regulations. CLIENT understands and agrees that the general contractor, not CONSULTANT, has sole responsibility for the safety and security of persons and property at the project site. CONSULTANT shall not be responsible for the acts, errors or omissions of the Contractor, Owner, CLIENT other consultants, or any other persons or entities performing work on the project, except those under the direct control of CONSULTANT.

7. CLIENT'S RESPONSIBILITIES

In addition to compensating CONSULTANT for SERVICES, CLIENT agrees to:

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

7.2 Access. Grant or obtain free access to the project site for all equipment and personnel necessary for CONSULTANT to perform its SERVICES.

7.3 Representative. Designate a representative to transmit notices and information pertaining to the SERVICES, communicate CLIENT's policies and decisions, and assist as necessary in matters pertaining to the project and this AGREEMENT. CLIENT may change its representative by written notice.

7.4 Information. Supply to CONSULTANT all information and documents relevant to the SERVICES. CONSULTANT may rely upon such information without independently verifying its accuracy. CLIENT will notify CONSULTANT of any known potential or possible health or safety hazard associated with the materials to be tested, including their intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

8. BLANK

9. CERTIFICATIONS

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

10. ALLOCATION OF RISK

10.1 Limitation of Remedies. In recognition of the relative risks and benefits of the project to CLIENT and CONSULTANT, the risks are allocated such that CLIENT agrees, to the fullest extent permitted by law, that the total cumulative liability of CONSULTANT, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "CONSULTANT Entities"), to CLIENT arising from SERVICES under this AGREEMENT, including any indemnity obligation, any defense costs and attorney's fees, and any consequential damages which may be due under this AGREEMENT, will not exceed the gross compensation received by CONSULTANT under this AGREEMENT or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in CONSULTANT Entities' SERVICES, whether alleged to arise in tort, contract, warranty, or other legal theory.

10.2. Indemnification.

10.2.1. Indemnification of CLIENT. Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this AGREEMENT, including section 10.1 above, CONSULTANT agrees to indemnify and hold harmless CLIENT its shareholders, officers, directors, and employees from and against any and all third party claims, suits, liabilities, damages, expenses, or losses (including reimbursement of reasonable attorney's fees and costs of defense), (collectively "Losses") to the extent caused by CONSULTANT's negligent performance of its SERVICES under this AGREEMENT. With regard to any claim alleging CONSULTANT'S negligent performance of professional SERVICES, CONSULTANT's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of Engineer.

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

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

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

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

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

11. INSURANCE

11.1 CONSULTANT's Insurance. If reasonably available, CONSULTANT will maintain the following coverages:

11.1.1 Statutory workers' compensation/employer's liability insurance;

11.1.2 Commercial general liability insurance with a combined single limit of \$1,000,000;

11.1.3 Automobile liability insurance, including liability for all owned, hired, and non-owned vehicles with a combined single limit per occurrence of \$1,000,000; and

11.1.4 Professional liability insurance with a limit of at least \$1,000,000 per claim and annual aggregate.

11.2 CLIENT's Insurance. As appropriate, CLIENT will obtain builder's risk insurance or other property insurance to protect it from injury or damage to the project, and which waives all rights of subrogation against CONSULTANT, and names CONSULTANT as an additional insured. Proceeds from such insurance will be held by CLIENT as trustee and will be payable to CONSULTANT as its interests appear. CLIENT will also require that all contractors and subcontractors for the Project name CONSULTANT as an additional insured under their General Liability and Automobile Liability insurance policies

11.3 Certificates of Insurance. Upon request, CONSULTANT and CLIENT will each provide to the other certificate(s) of insurance evidencing the existence of the policies required herein. Except for professional liability and workers' compensation insurance, all policies required under this AGREEMENT shall contain a waiver of subrogation.

12. OWNERSHIP AND USE OF CLIENT DOCUMENTS AND INSTRUMENTS OF PROFESSIONAL SERVICE

12.1 CLIENT Documents. All documents provided by CLIENT will remain CLIENT's property. CONSULTANT will return all such documents to CLIENT upon CLIENT's request. CLIENT will permit CONSULTANT to make and retain copies of all CLIENT documents.

12.2 Instruments of Professional Service. Except as otherwise agreed to by CLIENT and CONSULTANT, instruments of professional service are and shall remain CONSULTANT's property, and CONSULTANT has the right, in its sole discretion, to dispose of or retain the instruments of professional service. CLIENT will not provide instruments of professional service to any other person or entity without CONSULTANT's prior written consent.

12.2.1 Use by CLIENT. CLIENT has CONSULTANT's permission to use CONSULTANT's instruments of professional service for purposes reasonably connected with this project, including, without limitation, the project's design and licensing requirements.

12.2.2 Use by CONSULTANT. CONSULTANT may use CONSULTANT's instruments of professional service for any purpose. CONSULTANT owns any patentable concepts or copyrightable materials arising from CONSULTANT's SERVICES.

12.3 Electronic Media. At CLIENT's request, CONSULTANT will provide instruments of professional service to CLIENT in an electronic format, but CLIENT recognizes that CONSULTANT makes no warranties, either express or implied, about the fitness or suitability of any electronically transmitted instruments of professional service or media. CLIENT agrees that CONSULTANT's original, hard-copy instruments of professional service remain the actual instruments of professional service.

12.4 Unauthorized Use and Reliance. No party other than CLIENT may rely on CONSULTANT's instruments of professional service without CONSULTANT's prior written consent, CONSULTANT's receipt of additional compensation, and the written AGREEMENT of the party seeking reliance to be bound by the same terms and conditions as CLIENT herein. CLIENT waives any and all claims against CONSULTANT resulting from the unauthorized use or alteration of instruments of professional service, including those in electronic format, by CLIENT or any party obtaining instruments of professional service through CLIENT. CLIENT will defend, indemnify, and hold harmless CONSULTANT from and against any claim, action, or proceeding brought by any party claiming to have relied upon information or opinions contained in instruments of professional service without having obtained CONSULTANT's prior written consent to do so, and any claim arising out of or related to the unauthorized use, reuse, or modification of the instruments of professional service by CLIENT or any party obtaining them through CLIENT.

12.5 Confidentiality. CONSULTANT will hold confidential business and technical information obtained from CLIENT or CLIENT's representatives or generated in the performance of the SERVICES under this AGREEMENT and first identified in writing by CLIENT as "confidential." CONSULTANT will not disclose such information without the consent of CLIENT except to the extent required for: 1) performance of SERVICES under this AGREEMENT; 2) compliance with professional or ethical standards of conduct for preservation of public health, safety, and welfare; 3) compliance with any court order or other government directive; and/or 4) protection of CONSULTANT against claims or liabilities arising from performance of SERVICES under this AGREEMENT. CONSULTANT's obligation hereunder will not apply to information in the public domain or lawfully acquired from others on a nonconfidential basis.

13. SUSPENSION AND DELAY; TERMINATION

13.1 Suspension and Delay. Upon ten (10) days' written notice to CONSULTANT, CLIENT may suspend CONSULTANT's SERVICES. Upon ten (10) days' written notice to CLIENT, CONSULTANT may terminate this AGREEMENT if CLIENT suspends the SERVICES for more than 60 days, in which case CLIENT will compensate CONSULTANT as provided in Section 13.4. If CLIENT suspends the SERVICES, or if CLIENT or others delay CONSULTANT's SERVICES, CLIENT and CONSULTANT agree to equitably adjust the time for completion of the SERVICES and CONSULTANT's compensation for the additional labor, equipment, and other expenses associated with maintaining CONSULTANT's workforce for CLIENT's benefit during the delay or suspension, and any expenses incurred by CONSULTANT for demobilization and subsequent remobilization.

13.2 Termination for Convenience. CONSULTANT and CLIENT may terminate this AGREEMENT for convenience upon ten (10) days' written notice delivered or mailed to the other party.

13.3 Termination for Cause. In the event that either party breaches this AGREEMENT, the nonbreaching party may deliver to the breaching party a written termination notice that states the basis for termination. Neither party may terminate this AGREEMENT for cause if the breaching party cures the breach within ten (10) days after receiving the termination notice. The nonbreaching party has the right to terminate this Agreement if the breaching party fails to cure the breach within the ten-day (10-day) period.

13.4 Payment on Termination. Following termination other than for CONSULTANT's breach of this AGREEMENT, CLIENT will pay CONSULTANT for the SERVICES performed prior to the termination-notice date, and for any necessary SERVICES and expenses incurred in connection with the termination, including, but not limited to, the costs of completing analyses, records, and reports necessary to document project status at the time of termination and costs associated with termination of subconsultant and/or subcontractor contracts in accordance with CONSULTANT's then-current Fee Schedule in Exhibit A.

13.5 Force Majeure. In the event that CONSULTANT is prevented from completing performance of its obligations under this AGREEMENT by adverse weather or other occurrence beyond the control of CONSULTANT, then CONSULTANT will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the AGREEMENT, schedules will be equitably adjusted.

14. DISPUTES

14.1 Mediation. All disputes between CONSULTANT and CLIENT are subject to mediation before either party initiates any other method of dispute resolution. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated. Should mediation fail to resolve the dispute, the parties shall proceed to nonbinding arbitration before a mutually agreed-upon arbitrator(s) or to litigation, as mutually agreed by the parties.

14.2 Choice of Law; Venue. This AGREEMENT will be construed in accordance with and governed by the laws of the state in which the project is located.

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

15. MISCELLANEOUS

15.1 Assignment and Subcontracts. During the term of this AGREEMENT and following its termination for any reason, neither CLIENT nor CONSULTANT shall assign, convey, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this AGREEMENT, or any proceeds of claims arising from or under this AGREEMENT; (b) any rights, claims, or causes of action alleging breach, loss or damages arising from or under this AGREEMENT; (c) the control of claims or causes of action against the other party arising from or under this AGREEMENT; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. Any assignment that fails to comply with this paragraph will be void and of no effect. CONSULTANT may subcontract for the SERVICES of others without obtaining CLIENT's consent if CONSULTANT deems it necessary or desirable for others to perform certain SERVICES.

15.2 Integration and Severability. This AGREEMENT reflects the parties' entire AGREEMENT with respect to its terms and limitations and supersedes all prior AGREEMENTs, written and oral. If any portion of this AGREEMENT is found void or voidable, CLIENT and CONSULTANT will consider that portion stricken and will reform the AGREEMENT to achieve as much of the stricken portions' purpose as possible. These terms and conditions survive the completion of the SERVICES and the termination of the AGREEMENT, whether termination is for cause or for convenience. If any portion of this AGREEMENT is void or voidable, such portion will be deemed stricken and the AGREEMENT reformed to as closely approximate the stricken portions as the law allows, and the remaining provisions of this AGREEMENT shall be valid and binding on both the CLIENT and CONSULTANT.

15.3 Modification of This AGREEMENT. This AGREEMENT may be modified or altered only via a written AGREEMENT that refers specifically to this AGREEMENT and is signed by an authorized representative of each party.

15.4 Notices. Any and all notices, requests, instructions, or other communications given by either party to the other

must be in writing and either hand-delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this AGREEMENT.

15.5 Headings. The headings used in this AGREEMENT are for convenience only. They are not a part of this AGREEMENT.

15.6 Waiver. The waiver of any term, condition, or breach of this AGREEMENT will not operate as a subsequent waiver of the same term, condition, or breach.

15.7 Precedence. These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other AGREEMENT term, proposal, purchase order, requisition, notice to proceed, or other document regarding CONSULTANT's SERVICES.

15.8 Incorporation of Provisions Required by Law. This AGREEMENT includes each provision and clause required by law, and the AGREEMENT should be read and enforced as though each such provision and clause were set forth in its entirety.

15.9 No Third Party Rights. Nothing in this AGREEMENT or as a consequence of any of the SERVICES provided gives any rights or benefits to anyone other than the CLIENT and CONSULTANT. All duties and responsibilities undertaken in this AGREEMENT are for the sole use and exclusive benefit of CLIENT and not for the use or benefit of any other party.

End of General Conditions

EXHIBIT A

FEE SCHEDULE

2024 Standard Fee Schedule

| PROFESSIONAL TITLE | RATE | CONSTRUCTION/EQUIPMENT | RATE | DETAIL |
|---|------------------------------------|---|-------------|--|
| Principal | \$ 260.00 | Traffic Control - Major (Non-DBE, Prevailing Wage) ** | \$ 2,500.00 | DAY |
| Senior Project Manager | \$ 240.00 | Traffic Control - Major (Non-DBE, Prevailing Wage) ** | \$ 1,500.00 | HALF DAY |
| Project Manager | \$ 200.00 | Traffic Control - Major (Non-DBE, Non-Prevailing Wage) | \$ 1,700.00 | DAY |
| Senior Engineer / Geologist | \$ 170.00 | Traffic Control - Major (Non-DBE, Non-Prevailing Wage) | \$ 1,020.00 | HALF DAY |
| Project Engineer II / Geologist | \$ 150.00 | Traffic Control Sign Board | \$ 650.00 | DAY |
| Project Engineer I / Geologist | \$ 140.00 | Traffic Control Equipment (Shoulder signs, cones, etc.) | \$ 200.00 | DAY |
| Project Engineer I / Geologist - OT | \$ 210.00 | Seismic Refraction (12 Channel) | \$ 1,300.00 | DAY |
| Staff Engineer / Geologist | \$ 135.00 | Core Machine with Generator ** | \$ 2,600.00 | DAY |
| Staff Engineer / Geologist - OT | \$ 202.50 | Core Machine Bit | \$ 3.00 | INCH |
| Drafter | \$ 120.00 | Core Box | \$ 17.25 | EACH |
| Project Coordinator | \$ 127.00 | Hot Mix Asphalt Patching (1st Core) ** | \$ 1,000.00 | FIRST |
| Administrative Assistant | \$ 110.00 | Hot Mix Asphalt Patching (2 or More) ** | \$ 500.00 | EACH AFTER |
| Special Inspector | \$ 160.00 | Wildcat DCP Equipment ** | \$ 750.00 | DAY |
| Senior Technician | \$ 135.00 | Wildcat DCP Tip | \$ 20.00 | EACH |
| Senior Technician - OT | \$ 190.00 | Survey Equipment (Tripod, Level, Rod) | \$ 150.00 | DAY |
| Staff Technician | \$ 125.00 | Survey Equipment (Liquid Level) | \$ 150.00 | DAY |
| Staff Technician - OT | \$ 175.00 | Infiltration / Percolation Testing Equipment | \$ 200.00 | DAY |
| PREVAILING WAGE CLASSIFICATIONS ** | RATE | Hand Auger ** | \$ 200.00 | DAY |
| Group 1 - Technician | \$ 190.00 | Backfill | \$ 8.00 | BAG |
| Group 1 - Technician - OT | \$ 220.00 | Steel Liners (MCAL) | \$ 10.00 | EACH |
| Group 2 - Technician | \$ 185.00 | Nuclear Density Test ** | \$ 10.00 | EACH |
| Group 2 - Technician - OT | \$ 215.00 | Concrete Equipment | \$ 65.00 | CT539/ASTMC172, CT556/ASTMC143, CT540/ASTMC31, CT551/ASTMC1064 |
| Group 2/3 - Laborer Technician | \$ 137.00 | CLASSIFICATION TESTING | | |
| Group 2/3 - Laborer Technician - OT | \$ 160.00 | #200 Wash | \$ 120.00 | ASTM D1140 |
| Group 3 - Soils/Asphalt Technician | \$ 175.00 | Grain Size Analysis to #200 (Sieve Analysis) | \$ 160.00 | ASTM D6913 |
| Group 3 - Soils/Asphalt Technician - OT | \$ 200.00 | Mass Grain Size (Scour) | \$ 2,200.00 | ASTM D6913 |
| Group 4 - Concrete Technician | \$ 165.00 | Grain Size with Hydrometer | \$ 245.00 | ASTM D6913, D7928 |
| Group 4 - Concrete Technician - OT | \$ 185.00 | Grain Size Analysis | \$ 210.00 | CT 202 |
| WORKING HOURS AND PREMIUM TIME | RATE | Hydrometer Analysis | \$ 210.00 | ASTM D7928 |
| A Regular Workday is the first 8 hours between 6:00am to 6:00pm, Monday through Friday. | | Moisture & Density | \$ 80.00 | ASTM D2216, D7263 |
| Overtime: Weekdays & Saturdays (first 8 hours) | 1.5 x Hourly Rate | Moisture Content | \$ 55.00 | ASTM D2216, CT 226 |
| Overtime: Saturdays (over 8 hours) and Sundays (first 8 hours) | 2 x Hourly Rate | Non-Plastic Index Result | \$ 125.00 | ASTM D4318 |
| Overtime: Sundays (over 8 hours) and Holidays | 3 x Hourly Rate | Plasticity Index | \$ 260.00 | ASTM D4318 |
| Night Shift: Work performed between 2:00 am and 4:00 am | 15% / Hour Add'l to Hourly Rate | Landscape Suitability | \$ 125.00 | |
| REIMBURSABLES | RATE | STRENGTH TESTING | | |
| Mileage | \$ 0.74 / Mile | California Impact | \$ 350.00 | CT 216 |
| Vehicle Charge | \$ 25.00 / Day | Compaction Curve (4" Mold) | \$ 455.00 | ASTM D698/D1557 |
| Outside Costs | 15% Markup | Compaction Curve (6" Mold) | \$ 510.00 | ASTM D698/D1557 |
| Permit Fees (City/County) | 15% Markup | Compaction Curve Checkpoint (4" Mold) | \$ 125.00 | ASTM D698/D1557 |
| Per Diem (Lodging & Meals) | \$ 350 / Day | Compaction Curve Checkpoint (6" Mold) | \$ 125.00 | ASTM D698/D1557 |
| Rush Testing | 50% Markup | Compression (Rock) | \$ 275.00 | ASTM 7012 |
| ** Indicates Prevailing Wage Classifications/Work | | Compressive Strength of Cylinders (6x12) | \$ 40.00 | CT 39, CT 521 |
| | | Compressive Strength of Cylinders (4x8) | \$ 37.00 | CT 39, CT 521 |
| | | Direct Shear (CD 3pt) Peak Only | \$ 500.00 | ASTM D3080 |
| | | Point Load (Rock) | \$ 65.00 | ASTM D5731 |
| | | R-Value | \$ 450.00 | ASTM D2844, CAL 301 |
| | | Triaxial Shear-UU | \$ 175.00 | ASTM D2850 |
| | | Triaxial Staged-UU | \$ 290.00 | ASTM D2850 |
| | | Unconfined Compression (Rock) | \$ 230.00 | ASTM D7012 |
| | | Unconfined Compression (Soil) | \$ 180.00 | ASTM D2166 |
| | | CONSOLIDATION & EXPANSION | | |
| | | 1-D Consolidation | \$ 400.00 | ASTM D2435 |
| | | 1-D Consolidation (Time Rate) / Per Point | \$ 100.00 | ASTM D2435 |
| | | Expansion Index | \$ 275.00 | ASTM D4829 |
| | | CORROSIIVITY TESTING | | |
| | | pH, Resistivity, Sulfate, Chloride Content | \$ 240.00 | CT 417,422,643 |
| | | pH, Resistivity, Sulfate, Chloride, Redox Potential | \$ 350.00 | CT 417,422,643, ASTM G200M |
| | | PAVEMENT TESTING | | |
| | | Asphalt Ignition Calibration | \$ 460.00 | CT 382 |
| | | Percent Asphalt Ignition Oven | \$ 225.00 | CT 382 |
| | | Sand Equivalent | \$ 135.00 | CT 217 |
| | | Stabilometer Value | \$ 225.00 | CT 366 |
| | | Theoretical Max Specific Gravity/Density | \$ 225.00 | CT 309 |
| | | Mix Design | \$ 2,000.00 | ASTM D1557, D1633 |
| | | SEISMIC ANALYSIS | | |
| | | EZ Frisk Software Use | \$ 2,250.00 | PER LOCATION |

Contract Number:

3

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated September 23, 2024, for reference purposes only, and is made by and between the Santa Rosa High School District (“District”) and Brelje & Race (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on October 10, 2024. Consultant shall diligently perform as required and complete performance by November 10, 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 \$21,500. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 Insurance Requirement

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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 Associated Superintendent, Business Services Santa Rosa City Schools 110 Stony Point Rd, Suite 210 Santa Rosa, CA 95401 | If to the Contractor: Brelje & Race Paul V. Bartholow 475 Aviation Blvd., Suite 120 Santa Rosa, CA 95403 |
|---|---|

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

| | |
|--------------------------------------|--|
| CONSULTANT: Brelje & Race | SANTA ROSA CITY SCHOOLS |
| By: <u>Paul Bartholow</u> | By: _____ |
| Name: <u>Paul Bartholow</u> | Name: <u>Lisa August</u> |
| Title: <u>President</u> | Title: <u>Associated Superintendent, Business Services</u> |
| Date: <u>9/23/2024</u> | Date: _____ |

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 9/23/2024

Name of Consultant: Brelje & Race

Signature: Paul Bartholow

Print Name: Paul Bartholow

Title: President

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

CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

By: Paul Bartholow

Name: Paul Bartholow

Title: President

Date: 9/23/2024

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

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

- Consultant’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant’s services under this Agreement.

- Consultant’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement, and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subconsultants, agents, and subconsultants’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

- Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Consultant’s services under this Agreement.

- Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:
 - The installation of a physical barrier at the worksite to limit contact with pupils.

 - Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, _____, whom the

Department of Justice has ascertained has not been convicted of a violent or serious felony.

- Surveillance of Employees by District personnel.

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

MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE:

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

| | |
|--|--|
| <p><u>CONSULTANT</u></p> <p>By: <u>Paul Bartholow</u></p> <p>Name: <u>Paul Bartholow</u></p> <p>Title: <u>President</u></p> <p>Date: <u>9/23/2024</u></p> | |
|--|--|

MUST BE COMPLETED BY DISTRICT’S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

| | |
|--|--|
| <p><u>DISTRICT</u></p> <p>By: _____</p> <p>Name: <u>Lisa August</u></p> <p>Title: <u>Associate Superintendent, Business Services</u></p> <p>Date: _____</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 Santa Rosa, California on 9/23/2024

Consultant Signature: Paul Bartholow

Date 9/23/2024

Please Print Name: Paul Bartholow

Mailing Address: 475 Aviation Blvd., Suite 120, Santa Rosa, CA 95403

Social Security Number: _____ or Tax ID: _____

Phone: _____ Fax: _____

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

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

648-102/6759457.1



EXHIBIT "A"
SCOPE OF SURVEYING SERVICES
SANTA ROSA HIGH SCHOOL
TOPOGRAPHIC MAPPING AND UTILITY SURVEY
PREPARED FOR
SANTA ROSA CITY SCHOOL DISTRICT
C/O FELICIA SILVEIRA, VPCS
PREPARED BY
BRELJE & RACE ENGINEERS
B&R JOB NO. 5091.00
September 18, 2024

Discussion

Our office was contacted to provide a proposal to prepare a design level topographic map and underground utility survey of a portion of the Santa Rosa High School campus located on the corner of Mendocino and Ridgeway Avenue, Santa Rosa. This topographic mapping and utility survey is being performed to support a driveway and parking project. The limits of ground and utility surveys are generally as indicated on the attached exhibit B.

1. Topographic Design Survey

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

- Building corners
- Grade elevations at exterior doors for buildings to remain
- Existing building finished floor elevations for buildings to remain
- Existing walkways with paired elevations at 15' o.c. for cross slope determination
- Top of curbs at all angle points, BCR, ECR, and at 25' o.c. maximum
- Topographic survey will extend to the face of curb at Mendocino and Ridgeway Avenue
- Grade shots through open paving or other areas at 50' o.c. maximum
- Swales or drainage courses
- Hardscape features
- Stairs and ramps
- Fences and gates
- Retaining walls, including TW and BW elevations
- Water valve boxes, irrigation boxes, dry utility structures, etc.
- Visible surface utility features including dips of sewer or storm structures where possible
- Grade at existing tree trunk with diameter greater than 4" at 4' height, identify species

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

2. Underground Utility Survey

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

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

3. Fee

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

| | |
|--------------------------------------|--------------|
| Item 1.: Topographic Design Survey: | \$ 16,000.00 |
| Item 2.: Underground Utility Survey: | \$ 5,500.00 |

Total Fee: \$ 21,500.00

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

4. Assumptions and Limitations

- Survey will not include features (cleanouts, manholes, drop inlets, etc.) that are obscured by vegetation, debris, or otherwise hidden.
- Subtronic Corporation shall be subcontracted by Brelje & Race to provide underground utility locating services.
- Topographic survey does not include a boundary survey. Property lines and easement locations will not be shown. For the delineation and location of property lines and easements, an additional services agreement would be necessary.
- Owner to provide any available existing record utility plans.
- Depths of utilities will be provided where possible within 10% accuracy.
- Proposal assumes that owner will pay all application, processing, inspection, and other fees in conjunction with this application.
- The Engineers Services Rate Schedule is adjusted March 1 of each calendar year. Any work performed after March 1, 2025 would be subject to adjustment based on the current fee schedule.

DeSoto Hall

Music Building

Auditorium

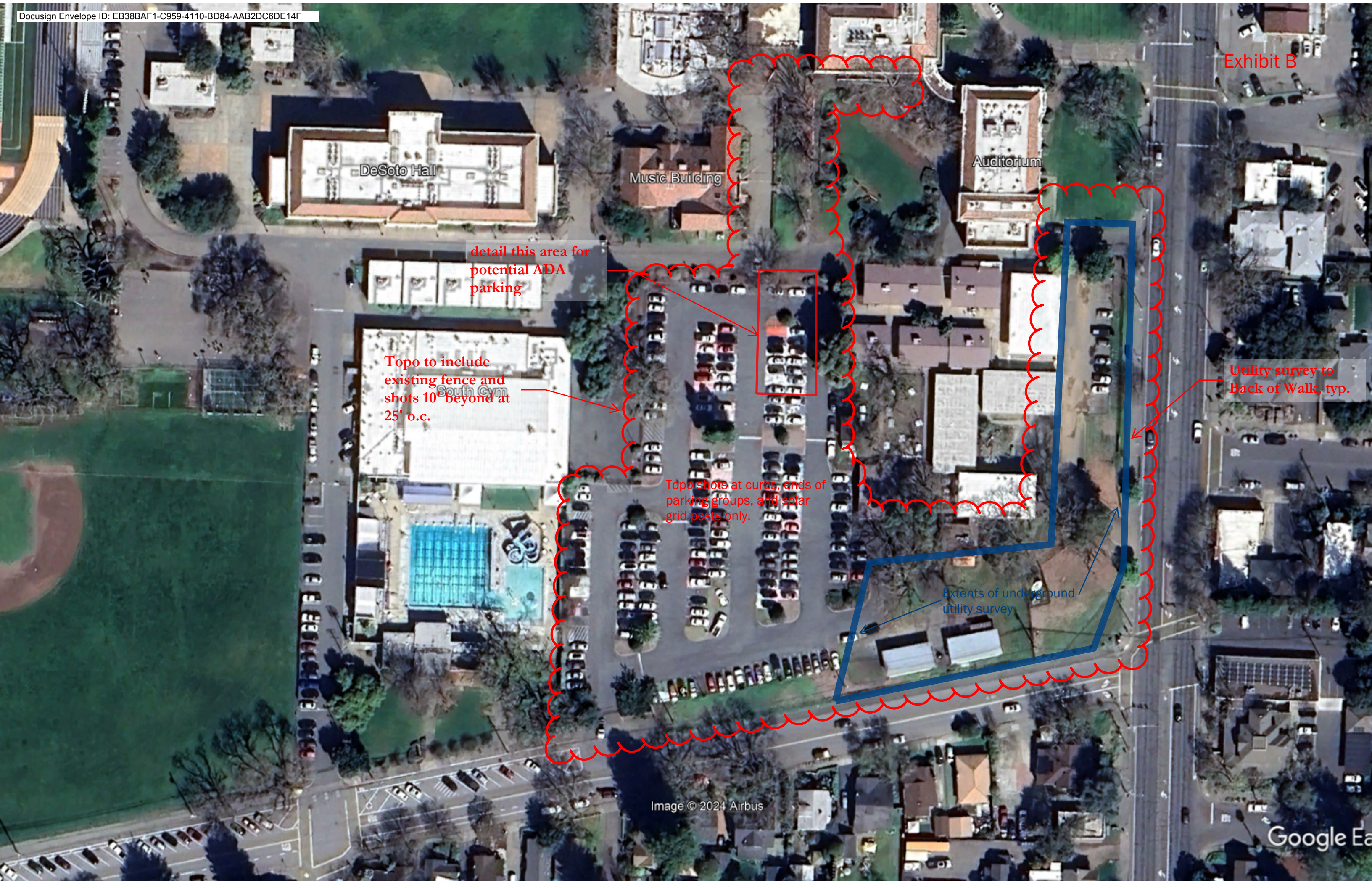
detail this area for potential ADA parking

Topo to include existing fence and shots 10' beyond at 25' o.c.

Topo shots at curbs, ends of parking groups, and solar grid posts only.

Utility survey to Back of Walk, typ.

Extents of underground utility survey



Contract Number:

4

California Uniform Public Construction Cost Accounting Act

Request for Quotation

Public Contract Code §§ 22000 *et seq.*

(Project Value Less than \$60,000)

Santa Rosa HS Portables Removal

TABLE OF CONTENTS

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

Santa Rosa High School DISTRICT

Santa Rosa HS Portables Removal

3. CONTRACT FOR LABOR AND MATERIALS

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of October 10, 2024, by and between the SANTA ROSA HIGH SCHOOL DISTRICT, a California public school district (“District”), and Golden State Electric, Inc. (“Contractor”).

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

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

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

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as Santa Rosa HS Portables Removal (“Project”). The location of the Project is 1235 Mendocino Ave. Santa Rosa, CA 95401 (the “Site”).

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

3. **Contract Documents**

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

4. **District Representative**

The District Representative is the Associate Superintendent, Lisa August.

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

The Architect or Design Professional in charge is Not Applicable; references to the “Architect” or similar terms shall be deemed references to the Architect or Design Professional in charge and their respective design consultants.

6. **Compensation to Contractor**

- a. **Contract Price**. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of Fifty Eight Thousand, Nine Hundred Fifty Dollars (\$58,950). The Contract Price is based upon the Contractor’s Base Quote Proposal for the Work.
- b. **Progress Payment Retention**. If the Contract Price is subject to payment by the District’s disbursement of Progress Payments pursuant to the Contract General Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- c. **Mark-Up for Changed Work**. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 15% of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

7. **Prevailing Wages**

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

8. **Contract Time**

The Work shall be commenced on the date stated in the District’s Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work December 31, 2024 after the commencement date of the Work set forth in the Notice to Proceed. Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

9. **Limitation on Damages**

In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; and/or (iii) loss of productivity.

10. Liquidated Damages

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

- a. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of Two Hundred Dollars (\$200.00).
- b. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of Two Hundred Dollars (\$200.00).
- c. **Surety Liability.** Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.

11. **Insurance**

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

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

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

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

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

12. **Notices**

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

If to the District:

Lisa August
Accosicate Superintendent, Business Services
Santa Rosa High School District
211 Ridgway Avenue
Santa Rosa, CA 95401

If to the Contractor:

Golden State Electric, Inc.
947 Piner Pl.
Santa Rosa, CA 95403

13. Hours and Days of Work at the Site

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

13.2 Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; (ii) when other special events or functions are scheduled; or on the following days: None. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site. The 2024 - 2025 Academic and Holiday Calendars are attached hereto as **Attachment "A"** and incorporated herein for the Contractor's reference and use.

14. Audit

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

15. Compliance with Law

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

16. Authority to Execute

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

[Remainder of page intentionally left blank.]

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

Santa Rosa High School DISTRICT

Golden State Electric, Inc.

Contractor Name

Lisa August
Name

Signature

Contractor License No.
and Expiration Date

Associate Superintendent, Business Services
Title

James Carvalho
Individual Signature

Date

CEO/Director
Title

9/24/2024
Date

For:

Corporation or Partnership

If Corporation, Seal Below.

ATTACHMENT "A"

2024/2025 DISTRICT ACADEMIC & HOLIDAY CALENDAR

SANTA ROSA CITY SCHOOLS
2024-2025 INSTRUCTIONAL CALENDAR
 (Certificated and School Year (SY) Employees)
185 Workdays

| YEAR | M | T | W | Th | F | | ELEMENTARY Days of Instruction | SECONDARY Days of Instruction | Non Instructional Days | Professional Development Days | Certificated & SY Employee Workdays |
|-----------------|----|----|----|----|----|---|--------------------------------------|-------------------------------------|------------------------------|-------------------------------------|---|
| JULY 2024 | 1 | 2 | 3 | 4 | 5 | | 0 | 0 | 0 | 0 | 0 |
| | 8 | 9 | 10 | 11 | 12 | | | | | | |
| | 15 | 16 | 17 | 18 | 19 | | | | | | |
| | 22 | 23 | 24 | 25 | 26 | | | | | | |
| | 29 | 30 | 31 | | | | | | | | |
| AUGUST | | | | 1 | 2 | Aug. 12 Work Day Principal-Directed Non-Instructional (non-student) | 13 | 13 | 2 | 0 | 15 |
| | 5 | 6 | 7 | 8 | 9 | Aug. 13 Work Day Staff-Directed Non-Instructional (non-student) | | | | | |
| | 12 | 13 | 14 | 15 | 16 | Aug. 14 School Opens/First Day of Instruction | | | | | |
| | 19 | 20 | 21 | 22 | 23 | | | | | | |
| | 26 | 27 | 28 | 29 | 30 | | | | | | |
| SEPTEMBER | 2 | 3 | 4 | 5 | 6 | Sept. 2 Labor Day Holiday | 20 | 20 | 0 | 0 | 20 |
| | 9 | 10 | 11 | 12 | 13 | Sept. 5 Back to School Night-Elementary Schools | | | | | |
| | 16 | 17 | 18 | 19 | 20 | Sept. 12 Back to School Night-Middle Schools | | | | | |
| | 23 | 24 | 25 | 26 | 27 | Sept. 19 Back to School Night-High Schools | | | | | |
| | 30 | | | | | | | | | | |
| OCTOBER | | 1 | 2 | 3 | 4 | Oct. 7-11 Parent Conferences | 23 | 23 | 0 | 0 | 23 |
| | 7 | 8 | 9 | 10 | 11 | Oct. 11 Secondary Report Card Window Opens | | | | | |
| | 14 | 15 | 16 | 17 | 18 | Oct. 18 Secondary End of first quarter | | | | | |
| | 21 | 22 | 23 | 24 | 25 | Oct. 21 Elementary Report Card Window Opens | | | | | |
| | 28 | 29 | 30 | 31 | | Oct. 23 Secondary Report Card Window Closes Oct. 31 Elementary First Trimester ends | | | | | |
| NOVEMBER | | | | | 1 | Nov. 1 Professional Development Day (non-student) | 14 | 14 | 0 | 1 | 15 |
| | 4 | 5 | 6 | 7 | 8 | Nov. 12 Elementary Report Card Window Closes | | | | | |
| | 11 | 12 | 13 | 14 | 15 | Nov. 11 Veterans Day | | | | | |
| | 18 | 19 | 20 | 21 | 22 | Nov. 25-29 Non-student, Non work days | | | | | |
| | 25 | 26 | 27 | 28 | 29 | Nov. 28 Thanksgiving Day Holiday Nov. 29 Local Holiday | | | | | |
| DECEMBER | 2 | 3 | 4 | 5 | 6 | Dec. 13 Secondary Report Card window opens | 15 | 14 | 1 | 0 | 15 |
| | 9 | 10 | 11 | 12 | 13 | Dec. 17-19 Minimum Days: Final Exams High School Only | | | | | |
| | 16 | 17 | 18 | 19 | 20 | Dec. 19 Secondary End of second quarter and first semester | | | | | |
| | 23 | 24 | 25 | 26 | 27 | Dec. 20 Teacher Workday/Pupil Holiday: <u>Secondary only</u> | | | | | |
| | 30 | 31 | | | | Dec. 23-31 Winter Recess | | | | | |
| JANUARY 2025 | | | 1 | 2 | 3 | Jan. 1 New Years Day Holiday | 18 | 18 | 0 | 1 | 19 |
| | 6 | 7 | 8 | 9 | 10 | Jan. 2 - 3 Winter Recess | | | | | |
| | 13 | 14 | 15 | 16 | 17 | Jan 6 Secondary Report Card Window Closes | | | | | |
| | 20 | 21 | 22 | 23 | 24 | Jan. 20 Martin Luther King Jr. Holiday | | | | | |
| | 27 | 28 | 29 | 30 | 31 | Jan. 31 Professional Development Day (non-student) | | | | | |
| FEBRUARY | 3 | 4 | 5 | 6 | 7 | Feb. 3 Elementary Report Card Window Opens | 18 | 18 | 0 | 0 | 18 |
| | 10 | 11 | 12 | 13 | 14 | Feb. 10 Lincoln's Birthday | | | | | |
| | 17 | 18 | 19 | 20 | 21 | Feb. 17 President's Day | | | | | |
| | 24 | 25 | 26 | 27 | 28 | Feb. 21 Elementary 2nd Trimester ends | | | | | |
| | | | | | | | | | | | |
| MARCH | 3 | 4 | 5 | 6 | 7 | Mar. 3 Elementary Report Card Window Closes | 15 | 15 | 0 | 0 | 15 |
| | 10 | 11 | 12 | 13 | 14 | Mar. 7 Secondary Report Card Window Opens | | | | | |
| | 17 | 18 | 19 | 20 | 21 | Mar. 14 Secondary End of third quarter | | | | | |
| | 24 | 25 | 26 | 27 | 28 | March 17-21 Spring Break | | | | | |
| | 31 | | | | | March 26 Secondary Report Card window closes March 31 Cesar Chavez Day (non-student, non-work day) | | | | | |
| APRIL | | 1 | 2 | 3 | 4 | | 20 | 20 | 0 | 0 | 20 |
| | 7 | 8 | 9 | 10 | 11 | April 11 Emergency Closure Day (non-workday, non-student if not needed) | | | | | |
| | 14 | 15 | 16 | 17 | 18 | | | | | | |
| | 21 | 22 | 23 | 24 | 25 | April 21 Non-student, Non work days | | | | | |
| | 28 | 29 | 30 | | | | | | | | |
| MAY | | | | 1 | 2 | May 5 Elementary Report Card Window Opens | 20 | 20 | 0 | 0 | 20 |
| | 5 | 6 | 7 | 8 | 9 | May 15 Open House | | | | | |
| | 12 | 13 | 14 | 15 | 16 | May 16 Emergency Closure Day (non-workday, non-student if not needed) | | | | | |
| | 19 | 20 | 21 | 22 | 23 | May 23 Secondary Report Card Window Opens | | | | | |
| | 26 | 27 | 28 | 29 | 30 | May 26 Memorial Day | | | | | |
| JUNE | 2 | 3 | 4 | 5 | 6 | June 5 Elementary 3rd Trimester ends | 4 | 5 | 1 | 0 | 5 |
| | 9 | 10 | 11 | 12 | 13 | June 5 Final Instructional Day: <u>Elementary only</u> | | | | | |
| | 16 | 17 | 18 | 19 | 20 | June 6 Teacher Workday/Pupil Holiday: <u>Elementary only</u> | | | | | |
| | 23 | 24 | 25 | 26 | 27 | June 4-6 Minimum Day: Final Exams Secondary Only | | | | | |
| | 30 | | | | | June 6 Final Instructional Day: <u>Secondary</u> June 9 Secondary report card Window Closes June 9 Elementary Report Card Window Closes | | | | | |
| TOTALS | | | | | | | 180 | 180 | 3 | 2 | 185 |

(2) Two days added for Emergency Closures 4/11 & 5/16 (non-workday for teachers and SY, non-student if not needed)

Ratified: 1/31/2024

Board approved: 12/13/2023

Effective: July 1, 2024

Santa Rosa High School DISTRICT

Santa Rosa HS Portables Removal

5. GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

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

6. Labor.

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

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

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

6.4 Certified Payroll Records.

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

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

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

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

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

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

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

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

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

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

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

16. Miscellaneous.

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

16.2 Disputes.

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

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

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

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

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

days after the issuance date of the Claim Review Statement.

16.2.3 Meet and Confer.

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

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

16.2.4 Non-Binding Mediation.

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

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

portion of the Claim.

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

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

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

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

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

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

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

[END OF GENERAL CONDITIONS]

Santa Rosa High School DISTRICT

Santa Rosa HS Portables Removal

6. PROJECT FORMS

GUARANTEE

Project: Santa Rosa HS Portables Removal

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

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

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

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

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

[Remainder of page intentionally left blank]

Contractor:

Golden State Electric, Inc.
(Contractor Name)

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

James Carvelho CEO/Director
(Printed Name and Title)

9/24/2024
(Date)

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

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

| | |
|------------------------|--|
| DATE: <u>9/24/2024</u> | <u>Golden State Electric, Inc.</u> CONTRACTOR |
| | By: <u><i>James Carvalho</i></u> Signature |

GOLDEN STATE ELECTRIC, INC.

Electrical Contractor
CA Lic. #583566
DIR#1000007979

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

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

DATE 9/20/2024
SEND TO: Felicia Silveira; Van Pelt Construction Services
EMAIL: felicia.silveira@vpcsonline.com

RE: Santa Rosa High School Portable Demo

Description

Disconnect power, fire alarm, and data wiring from (4) existing portables. All power will be removed back to power sources of underground pull boxes. Fire alarm devices will be removed from portable and disconnected from fire alarm panel. Reprogram fire alarm panel.

| | |
|----------------------|------------------|
| Not to Exceed | 58,950.00 |
|----------------------|------------------|

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

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

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

Respectfully submitted,

James Carvelho

Sign

Date


Certificate Of Completion

| | |
|--|--------------------------------|
| Envelope Id: 547E180FD89B497B88BF857D72F59536 | Status: Completed |
| Subject: Complete with DocuSign: 4_GSE CUPCAA_SRHS Portables.pdf, Santa Rosa High School Portable Demo.pdf | |
| Source Envelope: | |
| Document Pages: 33 | Signatures: 4 |
| Certificate Pages: 5 | 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 |
| 9/24/2024 1:33:08 PM | jonette.johnson@vpcsonline.com | |

Signer Events

| Signer Events | Signature | Timestamp |
|---|--|--|
| James Carvelho james@gse1.com CEO/Director Golden State Electric, Inc. Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 73.241.97.125 | Sent: 9/24/2024 1:38:04 PM Viewed: 9/24/2024 2:34:37 PM Signed: 9/24/2024 2:38:02 PM |

Electronic Record and Signature Disclosure:
Accepted: 9/24/2024 2:34:37 PM
ID: 15233b46-ac7e-4617-b05a-3f55e8a5548e

In Person Signer Events

| Signature | Timestamp |
|-----------|-----------|
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Editor Delivery Events

| Status | Timestamp |
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Agent Delivery Events

| Status | Timestamp |
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Intermediary Delivery Events

| Status | Timestamp |
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Certified Delivery Events

| Status | Timestamp |
|--------|-----------|
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Carbon Copy Events

| Status | Timestamp |
|---|----------------------------|
|  | Sent: 9/24/2024 2:38:03 PM |

Felicia Silveira
felicia.silveira@vpcsonline.com
Project Engineer
Van Pelt Construction Services
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

| Signature | Timestamp |
|-----------|-----------|
|-----------|-----------|

Notary Events

| Signature | Timestamp |
|-----------|-----------|
|-----------|-----------|

Envelope Summary Events

| Status | Timestamps |
|---------------------|----------------------|
| Envelope Sent | 9/24/2024 1:38:04 PM |
| Certified Delivered | 9/24/2024 2:34:37 PM |
| Signing Complete | 9/24/2024 2:38:02 PM |
| Completed | 9/24/2024 2:38:03 PM |

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Van Pelt Construction Services:

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

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

To advise Van Pelt Construction Services of your new email address

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

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

To request paper copies from Van Pelt Construction Services

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

To withdraw your consent with Van Pelt Construction Services

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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