

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 TK Drinking Fountain

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SANTA ROSA ELEMENTARY SCHOOL DISTRICT

Hidden Valley ES TK Drinking Fountain

3. CONTRACT FOR LABOR AND MATERIALS

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of December 12, 2024 by and between the SANTA ROSA ELEMENTARY SCHOOL DISTRICT, a California public school district (“District”), and Bell Products, 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 **Hidden Valley ES TK Drinking Fountain (“Project”)**. The location of the Project is: 3435 Bonita Vista Dr, Santa Rosa, CA 95404 (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 Thirty-Two Thousand, Four Hundred Fifty-One Dollars (\$32,451.00). 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 on or before February 28, 2025. 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).
- 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).
- 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
Associate Superintendent, Business Services
Santa Rosa City Schools
110 Stony Point Rd., Suite 210
Santa Rosa, CA 95401

If to the Contractor:

Bell Products, Inc.
P.O. Box 396
Napa, CA 94559

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

Contractor:

Lisa August

Bell Products, Inc.

Name

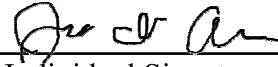
Contractor Name

Signature

171534 6/30/2026

Contractor License No. & Expiration

Associate Superintendent, Business Services



Title

Individual Signature

President

Title

Date

11/7/2024

Date

For:

Corporation or Partnership

If Corporation, Seal Below.

ATTACHMENT "A"

DISTRICT ACADEMIC & HOLIDAY CALENDARS

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 TK Drinking Fountain

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 TK Drinking Fountain

6. PROJECT FORMS

GUARANTEE

Project: Hidden Valley ES TK Drinking Fountain

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.

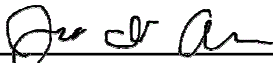
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**CONTRACTOR’S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE, DRUG, AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Santa Rosa Elementary School District (“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: 11/7/2024

Bell Products, Inc.
CONTRACTOR

By: 
Signature

~ Proposal ~



Heating • Air Conditioning • Sheet Metal • Plumbing • Piping

Quality You Can Trust Since 1945 • License No. 171534

DIR Reg. No: 1000000656 // SB-PW No: 2020454

PROPOSAL SUBMITTED TO: Santa Rosa City Schools		DATE: 11/01/24	BID DATE: N/A
STREET: 110 Stony Point Rd. #210		JOB NAME: Hidden Valley Drinking Ftn.	
CITY: Santa Rosa, Ca. 95401		JOB LOCATION: 3435 Bonita Vista Dr. Santa Rosa, 95404	
ATTN: Ray Green ray.green@vpcsonline.com	Phone: (707) 484-2974 FAX:	ARCH/ENG. N/A	DATE OF PLAN: N/A

Furnish labor and material to complete the following per site visit:

Drinking Fountain Installation
Specifications: N/A
Sheets: N/A

Total including taxes for the sum of: \$32,451.00

Scope of work included in this proposal:

> Furnish and install one (1) Elkay model LK4430BF1L un-filtered pedestal drinking fountain/bottle filler, inclusive of concrete cutting & removal, concrete doweling, concrete reinforcement and pour back, all plumbing, water sample and testing and all other appurtenances necessary for installation.

Clarifications:

- > This proposal is based upon all work being performed during normal business hours, 7:00am-3:30pm Monday-Friday.
- > Current lead time for fixture is estimated at 8-weeks.
- > Water service to part or all of campus may need to be briefly interrupted to perform installation.
- > Fixture vent will terminate in a "Studevent" inside the fixture per standard installation. No provisions are included to tie new vent piping into existing interior vent piping.

EXCLUSIONS:

Domestic Water Chlorination.
Priming and painting. Permits. Overtime/Shift Work. Unforeseen conditions that require additional scope.
Demolition. Structural Attachment Engineering. Trenching / Backfill / Bedding / Compaction.

1. Quotation is based upon work being completed by: 3/1/2024
2. Labor and materials warranty: One year.
3. Payment to be made as follows: Progressively net 30 days.
4. This proposal may be withdrawn if not accepted within 30 days.
5. All materials quoted are subject to availability.
6. If this proposal is accepted, plans and specifications must be made available in sufficient quantities to ensure proper administration and completion of the work.
7. In the event that the payments are not made as agreed, the purchaser agrees to pay all finance charges at the rate of 1 1/2% per month (18% APR) on the unpaid balance, plus reasonable attorney's fees and expenses.
8. At the request and expense of the purchaser, Bell Products, Inc. will furnish surety bonds.
9. Liability insurance in the amount of \$1,000,000 will be provided on Bell Products, Inc. standard Certificate of Insurance form. At the request and expense of the general contractor/owner, Bell Products, Inc. will provide insurance coverage in excess of the limits stated above including additional provisions such as "Additional Insured" or "Waiver of Subrogation".

PROPOSED BY:  Michael D. Turner Estimator cc: PI, PM


Certificate Of Completion

Envelope Id: D3323F510416480DB888D6912315CE10	Status: Completed
Subject: Complete with DocuSign: 1_HVES TK Drinking Fountain_Bell_CUPCCAA .docx.pdf	
Source Envelope:	
Document Pages: 34	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 157.131.81.166

Record Tracking

Status: Original	Holder: Jonette Johnson	Location: DocuSign
11/6/2024 4:02:33 PM	jonette.johnson@vpcsonline.com	

Signer Events

Signature	Timestamp
Jeff Alcayaga jalcayaga@bellproducts.com President Bell Products, Inc. Security Level: Email, Account Authentication (None)	 Sent: 11/6/2024 4:15:35 PM Viewed: 11/6/2024 6:27:43 PM Signed: 11/7/2024 6:53:08 AM
Signature Adoption: Drawn on Device Using IP Address: 50.255.32.73	

Electronic Record and Signature Disclosure:
 Accepted: 11/6/2024 6:27:43 PM
 ID: 594bbe97-fc14-4f71-a479-f4b984183af4

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/6/2024 4:15:35 PM
Certified Delivered	Security Checked	11/6/2024 6:27:43 PM
Signing Complete	Security Checked	11/7/2024 6:53:08 AM
Completed	Security Checked	11/7/2024 6:53:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Van Pelt Construction Services:

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

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

To advise Van Pelt Construction Services of your new email address

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

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

To request paper copies from Van Pelt Construction Services

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

To withdraw your consent with Van Pelt Construction Services

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Contract Number:

2

EXHIBIT A
PROJECT ASSIGNMENT

This Project Assignment (“Project Assignment”) is entered into as of November 19, 2024 (“Effective Date”) by and between SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and I.A. Kuster Construction Inspection (“IOR”) pursuant to the Agreement for Project Inspector Services (“Agreement”) between the District and Contractor dated March 8, 2023. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

James Monroe Elementary School Batting Cages Project
(DSA #: 01-121727)

2. IOR Services to be Provided.

- a. Inspection of all portions of the construction for compliance with the requirements of the DSA approved construction documents.
- b. Identification, documentation, and reporting of deviations using form DSA 154: Notice of Deviations / Resolution of Deviations in the construction from the requirements of the DSA approved construction documents.
- c. Submittal of interim and final verified reports (forms DSA 152: Project Inspector Card and DSA 6-PI: Project Inspector Verified Report, respectively; DSA 152-IPI: In-Plant Inspector Inspection Card / Verified Report for in-plant inspector) per PR 13-01.
 - i. At the conclusion of the project any outstanding deviations must be noted on the form DSA 6- PI
- d. Attend weekly meetings, DSA field trips, communication with the design team, coordinating special inspection and testing by the Lab of Record, complete and send required reports to DSA and review of project documents such as RFI and submittals.

3. Project Schedule and Project Term.

Construction commences 12/7/24 and is to be completed by 3/1/25.

4. Project Budget.

5. IOR Budget, Compensation and Payment.

Not to exceed \$1,120, based on a rate of \$140 per hour. The contract duration is estimated to be 8 hours.

6. Special Conditions and/or Miscellaneous Provisions.

Intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have executed this Project Assignment as of the Effective Date. December 12, 2024

IOR:

DISTRICT:

I.A. Kuster Construction Inspection

Santa Rosa Elementary School District

By:

By:

Name: _____

Name: Lisa August

Title: _____

Title: Associate Superintendent, Business Services

Date: _____

Date: _____

**PROPOSAL FOR DSA INSPECTOR OF RECORD
SERVICES FOR SANTA ROSA CITY SCHOOLS:
JAMES MONROE ELEMENTARY SCHOOL BATTING
CAGE PROJECT**

I.A. KUSTER CONSTRUCTION INSPECTION

P.O. BOX 4600

SANTA ROSA, CA 95402

(707) 322-8138

dsa.inspector@gmail.com

October 11th, 2024

**Attention: Erik Oden
Director of Maintenance and Operations**

**Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401**

PROJECT PROPOSAL

Based on the project scope shown on the DSA approved plans provided via email on October 8th, 2024 by Santa Rosa City Schools (District) for the James Monroe Elementary School Batting Cage project (DSA application #01-121727), I.A Kuster Construction Inspection (IOR) proposes the following for DSA inspection services:

DSA Project inspection services as set forth in DSA IR A-8 and the applicable sections of the California Building Standards Code at 4-hour increments for each day inspections are required on site.

IOR assumes based on the scope of the approved plans, DSA will not require full time coverage in order to provide continuous inspection for the project. The 4-hour increments will also include DSA field trips (if any), communication with the design team and completing/sending required reports to DSA and review of project documents such as RFI and submittals.

The project timeline should not require more than 2 days of inspections for completion. The two days at 4-hours per day is 8 total hours.

The 8 hours at the billable rate of \$140 per hour equals a not-to-exceed maximum of **\$1,120**.

IOR assumes that project schedule may change prior to project start or at some point during the project and will be agreeable to adjustment of the above fee structure as negotiated with District based on those changes.


If the contractor chooses to perform work on weekends and/or federal holidays that requires inspection by IOR, a rate of 1.5 times the regular hourly rate of \$140 will be billed against the not-to-exceed budget in 4-hour increments.

If the above proposal is acceptable to Santa Rosa City Schools, please sign below and return to IOR.

Isaac Kuster 10-11-2024

Isaac Kuster (IOR)

Date

Erik Oden  Digitally signed by Erik Oden
DN: c=US, E=e.oden@srrcs.k12.ca.us,
O=Santa Rosa City Schools, OU=Erik Oden
Date: 2024.11.08 15:02:59-08'00' 11/8/24

District Representative

Date

Contract Number:

3

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of December 11, 2024, by and between the SANTA ROSA ELEMENTARY SCHOOL DISTRICT, a California public school district (“District”), and Pat Nelson Construction, Inc. (“Contractor”).

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

1. This Contract is made pursuant to:

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

Public Contract Code section 20111(a): Maintenance and Repair Projects less than the current dollar value threshold requiring formal bidding under section 20111

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 **Albert Biella Elementary School Playground Site Preparation Project (“Project”)**. The location of the Project is 2140 Jennings 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 Lisa August, Associate Superintendent.

5. Architect/Design Professional In Charge

The Architect or Design Professional in charge is N/A; 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 Seven Hundred Fifty Dollars (\$58,750.00)**. The Contract Price is based upon the Contractor’s Base Quote Proposal for the Work and the following Alternate Bid Items, if any: N/A
- 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 Thirty (30) days after the commencement date of the Work set forth in the Notice to Proceed. Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied.

9. **Limitation on Damages**

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

10. **Liquidated Damages**

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

- a. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of Five Hundred Dollars (\$500.00).
- 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 Five Hundred Dollars (\$500.00).
- 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 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
Associate Superintendent, Business Services
Santa Rosa Elementary School District
110 Stony Point Rd., Suite 210
Santa Rosa, CA 95401

If to the Contractor:

Patrick J.C. Nelson, President
Pat Nelson Construction, Inc.
P.O. Box 750905
Petaluma, CA 94975

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 7:00 a.m. and 7:00 p.m.

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 apply. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

14. Audit

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

15. Compliance with Law

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

16. Authority to Execute

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

[Remainder of page intentionally left blank.]

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

SANTA ROSA ELEMENTARY SCHOOL DISTRICT

Pat Nelson Construction, Inc.

Lisa August
Name

Signature
Associate Superintendent

Title

Date

Pat Nelson Construction Inc.
Contractor Name

601031 11-30-2025
Contractor License No.
and Expiration Date

Pat Nelson
Individual Signature
President

Title

11/25/2024
Date

For: _____
Corporation
Corporation or Partnership

If Corporation, Seal Below.



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]

Contract Number:

4

PROJECT ASSIGNMENT #17

This Project Assignment (“Project Assignment”) is entered into as of December 11, 2024 (“Effective Date”) by and between SANTA ROSA ELEMENTARY SCHOOL DISTRICT (“District”) and GREYSTONE WEST COMPANY (“Project Manager”) pursuant to the Project Management Services Agreement (“Agreement”) between the District and Project Manager dated March 13, 2024. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

Albert Biella Elementary School Playground, commencing December 2024.

2. Services to be Provided.

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

3. Project Schedule and Project Term.

Project commences December 2024 with an anticipated substantial completion date of January 2025. Contract term is from September 2024 to March 2025.

4. Project Budget.

The construction budget is \$405,734

5. Schedule of Fees (Compensation and Payment).

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

Payment for the Additional Services shall be as follows:

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

6. Special Conditions and/or Miscellaneous Provisions.

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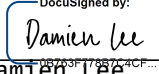
IN WITNESS WHEREOF, the parties hereto have executed this Project Assignment as of the Effective Date.

PROJECT MANAGER:

DISTRICT:

Greystone West Company

Santa Rosa Elementary School District

By: 
Name: Damien Lee
Title: CFO

By: _____
Name: Lisa August
Title: Associate Superintendent



December 11, 2024

Erik Oden, of Maintenance & Operations
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

Reference: Fee Proposal for Construction Management Services for the Playground Project at Albert Biella ES

Mr. Oden:

Greystone West Company proposes to perform scheduling and budgeting as well as construction management for the **Playground Project at Albert Biella ES** for a fee of 6% of the project construction budget. Services include facilitation of the bid process (*inclusive of bid documents, site walks, bid opening, preparation of award recommendations*) and project management through completion of construction (*inclusive of closeout, DSA certification, if applicable, through 1-year warranty period*). Should the schedule for the work extend out, so would our billing schedule. Our fee, however, will remain fixed.

Playground Project at Albert Biella ES	
Construction Management Fee	\$24,344.02
Reimbursable Expenses	\$6,086.01
TOTAL FEE	\$30,430.03

Separate from the fee for CM Services is a 1.5% reimbursable (at cost, no mark-up) expense category. Any amount remaining at the conclusion of the project will not be billed by GWC and will be retained by the Santa Rosa City Schools District.

Sincerely,

Theresa Novotny
Accounting Dept.

FEE SCALE

CM Fee Proposal

Albert Biella ES Playground Project

Construction Budget

\$405,734

%	APPORTIONMENT	COST	FEE
6.00%	of Budget	\$405,733.68	\$ 24,344.02
TOTALS:		\$ 405,734	\$ 24,344

45.00%	Preconstruction		\$ 10,954.81
50.00%	Construction		\$ 12,172.01
5.00%	Post Construction		\$ 1,217.20
			\$ 24,344

Billings

December	Preconstruction (Sept-Nov) & Construction		\$ 17,040.81
January	Construction		\$ 6,086.01
February	Post Construction		\$ 608.60
March	Post Construction		\$ 608.60
			\$ 24,344

Reimbursable Expenses

1.50%	of Budget	\$405,733.68	\$6,086.01
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TOTAL PROPOSAL COST		\$ 30,430.03
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Contract Number:

5

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated November 17, 2024, for reference purposes only, and is made by and between the Santa Rosa Elementary District (“District”) and NorBay Consulting (“Consultant”), (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”). *Air Monitoring @ HVES, see proposal attached.*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on December 12, 2024. Consultant shall diligently perform as required and complete performance by December 31, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

- Signed Agreement
- Insurance Endorsements
- Workers' Compensation Certificate
- Debarment Certification
- W-9 Form
- Scope of Work
- Fingerprinting/Criminal Background Certificate

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of \$1,550.00. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 Insurance Requirement

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

13.2. Proof of Carriage of Insurance.

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

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

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

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

CONSULTANT: NorBay Consulting	SANTA ROSA Elementary School District
By: <u>Bob Gerhold</u>	By: _____
Name: <u>Bob Gerhold</u>	Name: <u>Lisa August</u>
Title: <u>Director Environmental Services</u>	Title: <u>Associate Superintendent, Business Services</u>
Date: <u>11/7/2024</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: 11/7/2024

Name of Consultant: NorBay Consulting

Signature: 

Print Name: Bob Gerhold

Title: Director Environmental Services

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

CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

<p>By: <u>Bob Gerhold</u></p> <p>Name: <u>Bob Gerhold</u></p> <p>Title: <u>Director Environmental Services</u></p> <p>Date: <u>11/7/2024</u></p>
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FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(Consultant REQUIRED to complete.)

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

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

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

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

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

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

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

- Surveillance of Employees by District personnel.

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

MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE:

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

<p><u>CONSULTANT</u> : NorBay Consulting</p> <p>By: <u>Bob Gerhold</u></p> <p>Name: <u>Bob Gerhold</u></p> <p>Title: <u>Director Environmental Services</u></p> <p>Date: <u>11/7/2024</u></p>	
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MUST BE COMPLETED BY DISTRICT’S AUTHORIZED REPRESENTATIVE:

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

<p><u>DISTRICT</u>: Santa Rosa Elementary School District</p> <p>By: _____</p> <p>Name: <u>Lisa August</u></p> <p>Title: <u>Associate Superintendent, Business Services</u></p> <p>Date: _____</p>	
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HEALTH SCREENING CERTIFICATION

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

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

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

[Attach and sign additional pages, as needed.]

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

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

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

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

Executed at 11:40 am, California on 11/7/2024

Consultant Signature: Bob Gerhold

Date: 11/7/2024

Please Print Name: Bob Gerhold

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

Social Security Number: _____ or Tax ID: _____

Phone: _____ Fax: _____

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

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

648-102/6759457.1

NorBay Consulting

LOGICAL

ENVIRONMENTAL

SOLUTIONS

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

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

November 1, 2024

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

**SUBJECT: REQUEST FOR PROPOSAL
POST REMEDIATION ASBESTOS AIR MONITORING
HIDDEN VALLEY E.S. (THE HALL)**

Dear Mr. Oden:

Enclosed you will find NorBay Consulting’s proposal for conducting post asbestos remediation air sampling in The Hall at Hidden Valley Elementary School. Asbestos containing material is present in The Hall and will be remediated by Central Valley Environmental (CVE) in Santa Rosa, California. The remediation and air sampling activities are scheduled to be conducted between November 25-27, 2024.

NORBAY CONSULTING PROPOSAL

Our proposed scope of work includes the following:

- Conduct post asbestos remediation air sampling.
- Air samples will be analyzed by Transmission Electron Microscopy (TEM) AHERA Method. Five (5) TEM air samples will be collected throughout The Hall.
- Generate a final report to include a summary of the results of the air sampling, recommendations, and laboratory reports/chain of custody forms.

NORBAY CONSULTING FEE SCHEDULE

• Site Visit/travel	Flat Rate	\$ 700.00
• Sample Analysis (asbestos air)	5 TEM @ \$150.00 ea.	\$ 750.00
• Final Report	Flat Rate	\$ <u>100.00</u>
• TOTAL PROPOSAL		\$ 1,550.00

Request for Proposal
Post Remediation Air Sampling
Hidden Valley E.S. (The Hall)

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

Sincerely,
NORBAY CONSULTING

Mike Gerhold

Mike Gerhold
Certified Asbestos Consultant #19-6663

ACKNOWLEDGEMENT

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

Signed: _____ Date: _____

Print Name and Title: _____

Project Name or Order Number: _____

Certificate Of Completion

Envelope Id: 2AA6AD99F2F04CE9B89479D321EF3012	Status: Completed
Subject: Complete with DocuSign: 5_HVES_Air Clearance_NorBay Consulting PSA.docx.pdf	
Source Envelope:	
Document Pages: 19	Signatures: 5
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 157.131.81.166

Record Tracking

Status: Original	Holder: Jonette Johnson	Location: DocuSign
11/7/2024 11:25:16 AM	jonette.johnson@vpcsonline.com	

Signer Events

Signature	Timestamp
Bob Gerhold bob@norbayca.com Director Environmental Services Bob Gerhold Security Level: Email, Account Authentication (None)	Sent: 11/7/2024 11:31:08 AM Viewed: 11/7/2024 11:34:21 AM Signed: 11/7/2024 11:41:41 AM
Signature Adoption: Pre-selected Style Using IP Address: 173.164.170.37	

Electronic Record and Signature Disclosure:
 Accepted: 11/7/2024 11:34:21 AM
 ID: 46880d32-60f1-48a9-b1e4-b102e7411809

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
Envelope Sent	11/7/2024 11:31:08 AM
Certified Delivered	11/7/2024 11:34:21 AM
Signing Complete	11/7/2024 11:41:41 AM
Completed	11/7/2024 11:41:41 AM

Payment Events

Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Van Pelt Construction Services:

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

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

To advise Van Pelt Construction Services of your new email address

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

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

To request paper copies from Van Pelt Construction Services

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

To withdraw your consent with Van Pelt Construction Services

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Contract Number:

6

California Uniform Public Construction Cost Accounting Act

Request for Quotation

Public Contract Code §§ 22000 *et seq.*

(Project Value Less than \$60,000)

Elsie Allen HS Back Fencing Project

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

SANTA ROSA HIGH SCHOOL DISTRICT

Elsie Allen HS Back Fencing Project

3. CONTRACT FOR LABOR AND MATERIALS

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into as of December 12, 2024, by and between the SANTA ROSA HIGH SCHOOL DISTRICT, a California public school district (“District”), and Jacobson Fence Co. Inc. (“Contractor”).

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

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

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

2. **Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Elsie Allen HS Back Fencing Project** (“Project”). The location of the Project is: 599 Bellevue Ave, Santa Rosa, CA 95407 (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-Six Thousand, Eight Hundred Thirty-Eight Dollars (\$56,838.00). 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 by February 28, 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
Associate Superintendent
Santa Rosa High School District
110 Stony Point Road, Suite 210
Santa Rosa, CA 95401

If to the Contractor:

Jacobson Fence Co. Inc.
PO Box 6025,
Santa Rosa, CA 95406

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 between 7 am and 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

JACOBSON FENCE CO. INC.

Lisa August

Jacobson Fence Company Inc.

Name

Contractor Name

#515709, Expiration 08/31/2025

Signature

Contractor License No.
and Expiration Date

Associate Superintendent, Business Services

Robert Ingham

Title

Individual Signature

President

Date

Title

11/14/2024

Date

For:

Corporation or Partnership

If Corporation, Seal Below.

ATTACHMENT "A"

[INSERT DISTRICT ACADEMIC & HOLIDAY CALENDARS]

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	5	6	7	8	9	Aug. 12 Work Day Principal-Directed Non-Instructional (non-student)	13	13	2	0	15
	12	13	14	15	16	Aug. 13 Work Day Staff-Directed Non-Instructional (non-student)					
	19	20	21	22	23	Aug. 14 School Opens/First Day of Instruction					
	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: <i>Secondary only</i>					
	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					
APRIL		1	2	3	4	March 31 Cesar Chavez Day (non-student, non-work day)	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					
MAY	28	29	30				20	20	0	0	20
	5	6	7	8	9	May 5 Elementary Report Card Window Opens					
	12	13	14	15	16	May 15 Open House					
	19	20	21	22	23	May 16 Emergency Closure Day (non-workday, non-student if not needed)					
	26	27	28	29	30	May 23 Secondary Report Card Window Opens					
JUNE					6	May 26 Memorial Day	4	5	1	0	5
	2	3	4	5	6	June 5 Elementary 3rd Trimester ends					
	9	10	11	12	13	June 5 Final Instructional Day: <i>Elementary only</i>					
	16	17	18	19	20	June 6 Teacher Workday/Pupil Holiday: <i>Elementary only</i>					
	23	24	25	26	27	June 4-6 Minimum Day: Final Exams Secondary Only					
	30					June 6 Final Instructional Day: <i>Secondary</i>					
					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

Elsie Allen HS Back Fencing Project

4. PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

WHEREAS, the Board of Education of the Santa Rosa High School District (“District”), at its meeting on December 11, 2024, has awarded to Jacobson Fence Co. Inc. (“Principal”), the Contract for performance of the following project (“Project”): **Elsie Allen HS Back Fencing Project.**

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

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

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

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

In the event of the District’s termination of the Contract due to the Principal’s breach or default of the Contract Documents, within twenty (20) days after written notice from the District to the Surety of the Principal’s breach or default of the Contract Documents and District’s termination of the Contract, the Surety shall notify District in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense (“Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the

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

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

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

[Remainder of page intentionally left blank]

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

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

PRINCIPAL

By: _____

TITLE _____

SURETY

By: _____

TITLE _____

The above bond is accepted and approved this _____ day of _____, 20__.

By: _____
Authorized District Signature

PAYMENT BOND

WHEREAS, the Santa Rosa High School District (“District”) and the Contractor, Jacobson Fence Co. Inc. (“Principal”), have entered into a contract (“Contract”) for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the installation services associated with the Elsie Allen HS Back Fencing Project, (“Project”), which Contract dated December 12, 2024, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

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

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

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

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

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

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or

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

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

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

PRINCIPAL

By:

Title

SURETY

By:

Title

The above bond is accepted and approved this _____ day of _____, 20__.

By: _____
Authorized District Signature

SANTA ROSA HIGH SCHOOL DISTRICT

Elsie Allen HS Back Fencing Project

5. GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

6. Labor.

6.1 Prevailing Wage Rates. The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.

6.2 Apprentices. Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.

6.3 DIR Registration.

6.3.1 Contractor and Subcontractor Compliance. Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor’s default of a material obligation of the Contractor under the Contract Documents.

6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor’s verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor’s verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor’s Designated Subcontractors List submitted with the Contractor’s proposal for the Work whose DIR Registration lapses prior to or during a Subcontractor’s performance of Work, the Contractor shall request the District’s consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code section 1771.1(c)(3) and/or Labor Code section 1771.1(d).

6.3.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g). “If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration

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

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

6.4 Certified Payroll Records.

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

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

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

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

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

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

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

12. Delays and Time Extensions.

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

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

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

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

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

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

16. Miscellaneous.

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

16.2 Disputes.

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

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

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

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

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

days after the issuance date of the Claim Review Statement.

16.2.3 Meet and Confer.

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

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

16.2.4 Non-Binding Mediation.

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

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

portion of the Claim.

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

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

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

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

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

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

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

[END OF GENERAL CONDITIONS]

SANTA ROSA HIGH SCHOOL DISTRICT

Elsie Allen HS Back Fencing Project

6. PROJECT FORMS

GUARANTEE

Project: Elsie Allen HS Back Fencing Project

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 & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR EXEMPTION

Pursuant to Education Code Sections 45125.1 and 45125.2, the Santa Rosa High School District (“District”) has determined that Jacobson Fence Co. Inc. (“Contractor”) is exempt from the criminal background check certification requirements for the Contract dated December 12, 2024 by and between the District and Contractor ("Contract") because:

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

School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR’S EXEMPTION

The Santa Rosa High School District (“District”) entered into a Contract for services with Jacobson Fence Co. Inc. (“Contractor”) on or about December 12, 2024 (“Contract”). Pursuant to Education Code Sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract (“Subcontractor”), is exempt from the criminal background check certification requirements for the Contract because:

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

School District Official

Date

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

The Contractor agrees that it will abide by and implement the Santa Rosa 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>11/14/2024</u>	<u>Robert Ingham</u> CONTRACTOR
	By: <u>Robert Ingham</u> Signature

FAX COVER SHEET

The bitterness of poor quality will remain long after the sweetness of low cost has been forgotten.

Jacobson Fence is a State Certified Small Business #1240840

DATE: 11-07-2024

TO: Santa Rosa City Schools

975-1774 dharden@srcs.k12.ca.us

ATTN: Dave Harden

SUBJECT: Elsie Allen (West fence close off.)

FROM: **JACOBSON FENCE CO. INC. LIC#515709**
PO BOX 6025, SANTA ROSA, CA. 95406
PH# (707) 544-8475 FAX# (707)-544-8477
E-mail jacobsonfenceinc@gmail.com
Public Works Reg. 1000024902

COVER SHEET/PLUS 0 PAGES NUMBER OF ADDNS NOTED
Please Note If PW Job Owner or End User Must Provide DIR Job Number

Back fence close off.

We can furnish and install approximately 537 Lf of 8' tall black 1Inch 9/8 Gauge bonded finish wire as per layout attached. We will dig and set 2-3/8" Post in a 12' Dia x 48" Deep Concrete footing. We will use 2-7/8" Ends. We will furnish a new ADA panic bar gate with self-closing hinges and all the hardware. We will have a continuous top rail 1-5/8" SCH 40 and bottom rail for more durability .

Total to Do Job as describe _____ \$56,838.00

Suppliers have warned of Sharp Price Increases and longer wait times. Jacobson Fence Company will have no choice but to pass along unexpected increases due to shortages Tariffs and or retaliatory tariffs to the owner.

Robert Ingham-President

Quotation is good for 30 days Terms net 30Days Bond rate @ 3%

All Exclusions Apply No Exceptions, unless noted within our bid proposal

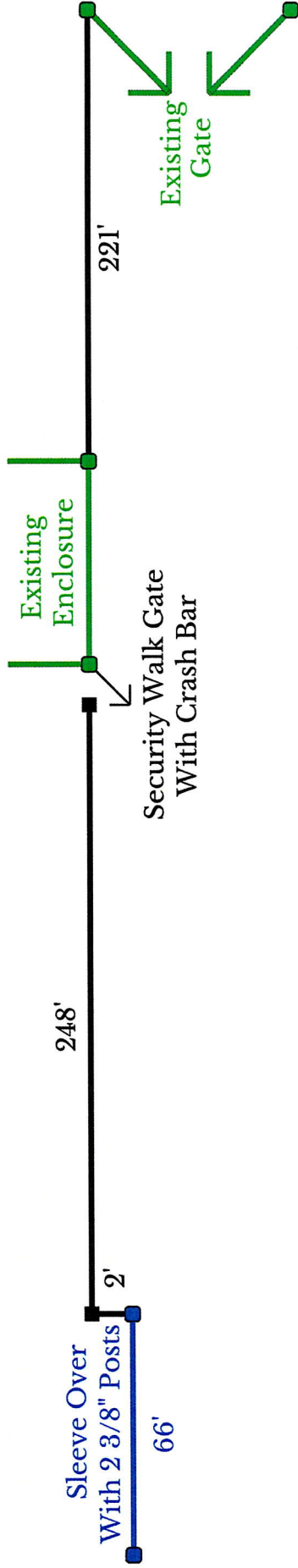
Permits, clearing, grading, staking, signage, concrete grade beams, mow strip[temporary fencing, Lab Testing, Engineering, We include submittals but no CAD Drawings Removal of Existing Fences , Core Drilling, Painting, Hazardous Dirt Removal, and/or Disposal of will be spread on site,

Grounding of Fence, Traffic Control, Locks and Cylinders and Surveying. All Underground Utilities not located by USA to be located by the GC, Owner or End User, Quote includes \$ 1million auto and 2 million aggregate liability with 2-million umbrella Primary Wording, Jacobson Fence is a employee owned and operated, pays prevailing wages and benefits for a composite crew of 1ea Ironworker and 2ea laborers and will not become signatory to any union agreement. We will hire apprentice from Ironworkers # 377 if job is applicable

Elsie Allen High School West Fence

VERIFY LOCATIONS AND MEASUREMENTS IN FIELD

8' Chainlink Fence With 1" Mesh



NOT TO SCALE

Certificate Of Completion

Envelope Id: 28E7093719344A09AD916F514832A8A7	Status: Completed
Subject: Complete with Docusign: 6_EAHS Back Fencing CUPCCAA Documents (Under \$60k).docx (2).pdf	
Source Envelope:	
Document Pages: 42	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 157.131.81.166

Record Tracking

Status: Original	Holder: Jonette Johnson	Location: DocuSign
11/13/2024 2:47:12 PM	jonette.johnson@vpcsonline.com	

Signer Events

Robert Ingham
 jacobsonfenceinc@gmail.com
 President

Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style
 Using IP Address: 45.17.143.254

Timestamp

Sent: 11/13/2024 2:52:43 PM
 Viewed: 11/14/2024 1:37:17 PM
 Signed: 11/14/2024 1:40:20 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/14/2024 1:37:17 PM
 ID: 52b973c0-67cf-470e-9bc8-694ef149ec28

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	11/13/2024 2:52:43 PM
Certified Delivered	Security Checked	11/14/2024 1:37:17 PM
Signing Complete	Security Checked	11/14/2024 1:40:20 PM
Completed	Security Checked	11/14/2024 1:40:20 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.

Contract Number:

7

ADDITIONAL SERVICES FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

THIS AGREEMENT, effective November 13, 2024, is by and between Santa Rosa City Schools (SRCS) “CLIENT” and Crawford & Associates, Inc. (Crawford) “CONSULTANT” to provide Construction Materials Testing and Inspection Services for the following project:

Project Name: SRCS: Continued Special Inspections for Pier-Supported Solar Arrays

Project Location: Santa Rosa High School, 1235 Mendocino Avenue, Santa Rosa, California

ORIGINAL Project Scope:

- Batch plant inspection of concrete
- Special Inspection of concrete and preparation of test specimens for laboratory testing
- Material identification and shop welding inspections for structural steel
- Sample, identify and test rebar samples obtained at fabricators facility
- Laboratory testing, project management and reporting

ADDITIONAL SERVICES Project Scope:

- Inspection of field welding
- Laboratory testing of high strength and photovoltaic bolts
- Field (torque) testing of high strength and photovoltaic bolts

Estimated Completion Date:

- December 31, 2024

ORIGINAL Fee Estimate: \$20,000*

ADDITIONAL Fee Estimate: \$10,000

NEW TOTAL Fee Estimate: \$30,000

**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:	_____	<i>Shawn Leyva</i> _____
Print Name:	Lisa August _____	Shawn Leyva, PE _____
Title:	Associate Superintendent, Business Services _____	Principal _____
Company:	Santa Rosa High School District _____	Crawford & Associates, Inc. _____
Address:	110 Stony Point Road, Suite 210 _____	3325 Regional Parkway, Suite 8 _____
	Santa Rosa, CA 95401 _____	Santa Rosa, CA 95403 _____
Date:	_____	11/13/24 _____

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

Contract Number:

8

South Bay Communications, Inc
1134 Cadillac Court
Milpitas, CA 95035
(888) 525-7767
admin@southbaycommunications.com



BILL TO
Santa Rosa City School
110 Stony Point
Suite 210
Santa Rosa, CA 95401 USA

SHIP TO
Santa Rosa City School
110 Stony Point
Suite 210
Santa Rosa, CA 95401 USA

INVOICE 8340

DATE 11/11/2024 **TERMS** Due on receipt

DUE DATE 11/15/2024

SALES REP
yl

JOB NUMBER
24670

ACTIVITY	QTY	RATE	AMOUNT
Brivo Hosting Services NOV 2024 - DEC 2025			
Hosting Services Brivo Access Standard Edition- Reader Tier 1 Reader Yearly Data Plan (For each reader from 1-2 on the account) Applies to ACS6000/6100, ACS300, ACS100 and Mercury panels	2	204.00	408.00
Hosting Services Brivo Access Standard Edition - Reader Tier 2 Reader Yearly Data Plan (For each reader from 3-12 on the account) Applies to ACS6000/6100, ACS300, ACS100 and Mercury panels	10	163.20	1,632.00
Hosting Services Brivo Access Standard Edition -Reader Tier 3 Reader Yearly Data Plan (For each reader from 13+ on the account) Applies to ACS6000/6100, ACS300, ACS100 and Mercury Panels	5	68.04	340.20

It's been a pleasure working with you!!

After 30 days, 1.5% interest will be added to your past due invoice. There will be a \$35.00 fee for returned checks.

SUBTOTAL	2,380.20
TAX	0.00
TOTAL	2,380.20

TOTAL DUE \$2,380.20

Contract Number:

9



PO BOX 1000
SANTA ROSA, CA 95402

250 D ST. SUITE 210
SANTA ROSA, CA 95404

October 4, 2024

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

Re: Fee Adjustment in Accordance with Exhibit B of Agreement

Dear Erik,

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

Thanks,

A handwritten signature in blue ink, appearing to read "Douglas Hilberman", is written over the typed name and title.

Douglas Hilberman
President

Encl: Exhibit B Revised

Exhibit B: Architectural/Engineering Fee Schedule

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

03.04.24

Helen Lehman Courtyard Project

Initial Budgeted Construction Costs:		\$	955,068
Architectural and Engineering Fees - Basic Services:			
First	\$500,000 @	12%	\$60,000
Next	\$500,000 @	11.5%	\$52,333
Next	\$1,000,000 @	11.0%	\$0
Next	\$4,000,000 @	10.0%	\$0
Next	\$4,000,000 + @	9.0%	\$0
Subtotal Basic Services:			\$112,333
Addition for Architectural Schematic Design of Lunch Shelter			<u>\$4,500</u>
Total Initial Fee for Architectural & Eng. Basic Design Services:			\$116,833

Contract Number:

10



1863 ALAN DRIVE
PENNGROVE, CA 94951
(707) 763-3270
(707) 939-4560
INSPECTORAFE@GMAIL.COM

October 28, 2024

Eric Oden
Executive Director
Facilities, Maintenance & Operations
Santa Rosa City Schools
110 Stony Point Road, Unit 225
Santa Rosa, CA 95401
707 890-3800 x80231
c/o Greystone West Company

Mr. Oden,

Thank you for the opportunity to propose Inspection Services for the Courtyard Remodel & Improvements and Restroom ADA update at the Helen Lehman Elementary School in Santa Rosa, CA

Based on the **Construction Documents** prepared by AXIA Architect and the estimated construction schedule to complete the project, we have developed this proposal for you.

Our work and our fees cover the period when the Courtyard Remodel & Improvements and Restroom ADA update is completed and ready for the School District's use, tentatively starting **July 5, 2024** and ending on **November 29, 2024** only.

Our Scope of work includes traveling, doing our field inspections, communicating with the principal in charge of the project, the general contractor, the School District and DSA representatives as needed, writing daily & semi-monthly reports and keeping DSA forms located in the DSA Box updated as required by the DSA.

We **estimate** the cost of the **Inspection Services** fees for **F and G Design / Drafting Services** to be **\$ 6, 000.00** plus **reimbursable expenses** (if any).

Additionally, F&G **estimates** the cost of **Inspection Services** fee for the Commissioning, close-out, punch list work, and miscellaneous work to be **\$ 1, 000.00**.

Hourly Rate Schedule

DSA Class 1 Current rate is \$130.00/hr. Overtime rate is \$195.00/hr.

DSA Class 2 Current rate is \$110.00/hr. Overtime rate is \$165.00/hr.

DSA Class 3 Current rate is \$100.00/hr. Overtime rate is \$150.00/hr.

Office Manager Current rate is \$60.00/hr.

Additional Services

Should the construction period estimated above extend significantly beyond the time as outlined on the preceding paragraph, **F and G** inspection services shall be compensated on an hourly basis as per our Standard Billing Rates, until the Courtyard Remodel & Improvements and related work have been completed .

These additional services must be authorized in writing and signed by both **F and G Design/Drafting Services** and Santa Rosa City Schools prior to the provision of the services.

Time and Scheduling

F and G Inspection Services shall commence inspections on **July 5, 2024** or as of the date of signature of this Memorandum, unless otherwise agreed herein in writing. **F and G** shall endeavor to perform the Inspection Services on a continuous basis and work under the general direction of the owner, architect and/or engineer of record.



1863 ALAN DRIVE
PENNGROVE, CA 94951
(707) 763-3270
(707) 939-4560
INSPECTORAFE@GMAIL.COM

Compensation

F and G shall be compensated for the services outlined herein as noted on the preceding paragraphs. **F and G** shall bill for services on a monthly basis and shall keep the Client regularly informed of the progress of the work and the cost of services. All bills for services are due upon receipt and delinquent 30 days from the date of invoice. Unpaid balances older than 30 days shall earn interest at the rate of 1% per month.

Termination of Services

This authorization shall continue until all Inspection services have been performed and the Courtyard Remodel & Improvements and Restroom ADA update is complete & in use by the District. This agreement may be terminated by written notice by either party for reasonable cause. **F and G** shall be entitled to compensation for all services performed up to the date of receipt of the termination notice, as per the Standard Billing Rates attached hereto. The Client may choose to temporarily suspend work on the project with written notice to the **F and G**.

This memorandum will remain in force through any suspension of the work on the project until such time as the project is terminated or abandoned by the Client in writing. **F and G** shall have the right to suspend work on the project for non-payment of fees beyond thirty days past due, and shall commence work again in a timely manner when all past due fees have been received. **F and G** shall have the right to terminate this agreement for non-payment of fees beyond sixty days past due and shall be entitled to compensation for all services performed until the date of the notice of termination.

Superseding Agreements

Should the scope of services change significantly and/or should F&G and/or Santa Rosa City Schools desire to modify the terms of engagement, this proposal may be superseded by a more extensive and inclusive agreement for services or by written amendments to this agreement.

If our proposal is acceptable to you, please sign it and return it to our office at your earliest convenience, so we can make arrangements to accommodate your project in our schedule. We look forward to working with you.

AGREED as of the date noted below,

Armando Franco October 28, 2024

Armando Franco Date
DSA Class 1 Certified Inspector
F and G Drafting Services

Client: Eric Oden Date
Executive Director
Facilities, Maintenance & Operations
Santa Rosa City Schools

Contract Number:

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INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

Integrated Security Controls, Inc
3401 Industrial Dr
Santa Rosa, CA 95403
Q24-062

11/27/24

DIR# 1000034990
CCL# 968432

Contact: John Pegram
john.peggram@icscontrols.net
(707) 455-6781

Jarad Regan
jarad.regan@icscontrols.net
(707) 455-6782

SRMS Camera Move and Addition

ISC can install a 4MP 90° camera along the wall near the lunch line and move the existing 270° camera to the corner of the boiler room at Santa Rosa Middle School. Quote includes all required hardware for the new camera location, software license and installation. It also includes the labor cost to move the existing camera to the new location.

- 4MP 90° Camera with IR
 - 4.0C-H6A-DO1-IR with surface mount, vandal resistant dome, and IR illumination
 - Conduit to move the existing cabling to the correct location.
 - Qty 1
- ACC7 Enterprise Device License
 - ACC7-ENT
 - Qty 1
- Category Cable & Cable Pathways
 - Cable and cable pathways are included for moving the existing 270° camera to the corner of the boiler room.

Total Cost: \$4,389.53



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Part #	Description	Qty	Price/ea	Price/ ext
4.0C-H6A-DO1-IR	4MP fixed IR dome	1	\$1,226.18	\$1,226.18
ACC7-ENT	License	1	\$267.45	\$267.45
Lanmark-6	Cat 6 Cable	250	\$0.52	\$130.00
R6110-RY6	Cat 6 Jacks	1	\$15.60	\$15.60
Conduit	Conduit, boxes, and fittings	1	\$169.00	\$169.00
Labor	Labor	20	\$120.00	\$2,400.00
			Materials	\$1,808.23
			Tax (9.75%)	\$176.30
			Shipping (est.)	\$5
			Subtotal	\$1,990
			Labor	\$2,400
			Total	\$4,389.53