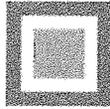


Bd Mtg 6/8/16



Fagen Friedman & Fulfrost LLP

AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Santa Rosa City Schools ("Client") and the law firm of Fagen Friedman & Fulfrost LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2016:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. **CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

6. COSTS AND OTHER CHARGES. (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

7. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

9. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

11. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

14. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Santa Rosa City Schools

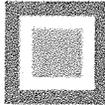
Fagen Friedman & Fulfrost LLP


Diann Kitamura, Superintendent *SK*


Chris Keeler, Partner

DATE: 6/15/16

DATE: 6/2/2016



Fagen Friedman & Fulfrost LLP

PROFESSIONAL RATE SCHEDULE

Santa Rosa City Schools
(Effective July 1, 2016)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$240 - \$260 per hour
Partner	\$300 - \$325 per hour
Of-Counsel	\$325 per hour
Paralegal/Law Clerk	\$160 - \$180 per hour
Education Consultant	\$200 per hour
Communication Services Consultant	\$260 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. **Office Hours for Client consists of eight (8) hours at the Client's administrative offices and travel to and from Client.** Office Hours shall be provided at a reduced daily rate. The rate for Office Hours shall be, and the client agrees to pay Attorney, as follows:

Associate	\$2,500 (discounted from \$2,600)
Partner	\$3,000 (discounted from \$3,250)

3. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



February 26, 2017
File: 17-8920pro

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, California 95401

Attn: Mr. Rick Edson

Re: Geotechnical Engineering Services
New Synthetic Field and Track Resurfacing
Maria Carrillo High School
Santa Rosa, California

Ladies and Gentlemen:

Introduction and Project Description

Following your request, Miller Pacific Engineering Group (MPEG) is pleased to present this proposal for geotechnical engineering services in support of design and construction of the above project. We understand the project will likely include removing the existing turf, re-grading the underlying sand drainage system installing new synthetic field. Re-surfacing of the existing track is also planned. The purpose of our services is to investigate subsurface conditions to develop permeable base options for the field and to evaluate the structural section of the existing track for a new surface.

Our proposed scope of services and fee estimate below are based on brief communications regarding the planned project with Curt Nichols and our experience with other similar projects. Since there does not appear to be any significant structural improvement, we anticipate the geotechnical investigation does not require DSA review and approval.

Scope of Services

We customarily provide our services in phases to match project development. Based on our experience with similar projects we propose the following three phases of work:

Phase 1 – Geotechnical Investigation

We will review any available geotechnical data for the project site and any available plans for the existing sand based field. We will perform a subsurface exploration with 9 shallow borings in the track and field. We anticipate our borings will extend 3 to 5-feet below the ground surface. We will collect select soil samples during our exploration for laboratory testing. We anticipate our laboratory testing will consist of moisture content, dry density, unconfined compressive strength, and plasticity index tests. We will perform geotechnical analyses to develop a few permeable base options. We will summarize the results of our investigation in a brief letter report that will provide;

- Review of available geologic and geotechnical reference data,
- Results of subsurface exploration and laboratory testing,
- Evaluation of the pertinent geotechnical conditions,
- Design-level recommendations for;

- o Demolition,
- o Site grading and subgrade preparation,
- o Permeable base options and conceptual section for new field, and
- o Evaluation of track structural section for new overlay surface.

The report will also include a site plan showing our approximate boring locations, boring logs, and laboratory test results.

Phase 2 – Supplemental Consultation

We will provide geotechnical consultation as requested during the design process and as the project plans are being prepared. We will review the project plans and specifications to confirm that the intent of our recommendations has been incorporated.

Phase 3 – Construction Observation and Testing

We will provide intermittent site visits to observe and test the geotechnical portions of the work performed to form an opinion of the Contractor’s compliance with the project plans and specifications. We anticipate observation and testing will include new subsurface drainage, re-grading of the existing field, field percolation testing and other geotechnical items as requested. We will provide a letter report summarizing our observations upon satisfactory completion of the project, and will upload DSA inspection and sign-off forms.

Schedule and Fee

We propose our services per the terms on the attached Agreement and Schedule of Charges and as summarized below:

Phase 1 – Geotechnical Investigation.....	Fixed Fee, \$5,700
Phase 2 – Supplemental Consultation.....	Time & Expense, Estimate, \$1,000
Phase 3 – Construction Observation and Testing.....	Time & Expense, Estimate, \$5,000**

**Budget to be confirmed when the construction details and schedule are known.

We will keep you informed of our actual charges by issuing progress invoices as appropriate, and advise you of any changed conditions that might affect our scope of services or fees. We trust that this provides the information required at this time. If you or others have further questions, please do not hesitate to call.

Yours very truly,
MILLER PACIFIC ENGINEERING GROUP



Scott Stephens
Geotechnical Engineer 2398

Attachments: Agreement, Schedule of Charges



AGREEMENT FOR PROFESSIONAL ENGINEERING AND TESTING SERVICES

This AGREEMENT is made between MILLER PACIFIC ENGINEERING GROUP ("MPEG"), a California Corporation, and the CLIENT to provide Professional Engineering and Testing Services with respect to the PROJECT, with the following GENERAL CONDITIONS and for the FEE as described below and on the attached pages.

1.0 CLIENT NAME: Santa Rosa City Schools
Attn: Mr. Rick Edson

ADDRESS: 211 Ridgway Ave
Santa Rosa, California 95401

CLIENT #: PW2017-8920

2.0 PROJECT: New Synthetic Field and Track Resurfacing

LOCATION: Maria Carrillo High School
Santa Rosa, California

3.0 SCOPE OF SERVICES: Geotechnical Engineering Services as stated in our proposal letter dated February 26, 2017:

- Phase 1 – Geotechnical Investigation
- Phase 2 – Supplemental Consultation
- Phase 3 – Construction Observation and Testing

4.0 FEE:

Phase 1 – Fixed Fee	\$5,700
Phase 2 – Time & Expense, Estimate	\$1,000
Phase 3 – Time & Expense, Estimate	\$5,000**

**Budget to be confirmed when the construction details and schedule are known.

DATE: 02/26/17

FOR MPEG: 

Scott Stephens, Geotechnical Engineer No. 2398

DATE: _____ FOR CLIENT: _____

GENERAL CONDITIONS

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which MPEG is providing Services under this Agreement.

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

1.4. Hazardous Materials. The term Hazardous Materials means 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.

1.5. Services. The Services provided by MPEG as set forth in this Agreement, the Scope of Services, and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment, and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

MPEG will perform the scope of Services per Page 1 of the agreement.

2.1. Changes in Scope. If MPEG provides Client with a written confirmation of 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 MPEG 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."

2.2. Licenses. MPEG will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. MPEG's Services under this Agreement include only those Services specified in the Scope of Services.

2.3.1. General. Client expressly waives any claim against MPEG resulting from its failure to perform recommended additional Services that Client has not authorized MPEG to perform, and any claim that MPEG

failed to perform services that Client instructs MPEG not to perform.

2.3.2. Biological Pollutants. MPEG's Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts.

MPEG's Scope of Services will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that MPEG has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless MPEG from all claims by any third party concerning Biological Pollutants, except for damages caused by MPEG's sole negligence.

3. PAYMENTS TO MPEG

3.1. Basic Services. MPEG will perform the Services set forth per the Scope of Services for the Fee and per the Schedule of Charges shown on Page 1 and Page 8 of this Agreement.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached Scope of Services, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. MPEG will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by MPEG. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that MPEG shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay MPEG at the rates set forth in the Schedule of Charges.

3.4.1. Changes to Rates. Client and MPEG agree that the Schedule of Charges is subject to periodic review and amendment, as appropriate to reflect MPEG's current fee structure. Unless Client objects in writing to the proposed amended fee structure within 30 days of invoice, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure within 30 days, and MPEG and Client cannot agree upon a new fee structure within 30 days after notice, MPEG may terminate this Agreement and be

compensated as set forth under Section 18, "Termination."

3.4.2. **Prevailing Wages.** Unless Client specifically informs MPEG in writing that prevailing wage regulations cover the Project and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless MPEG from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. **Payment Timing; Late Charge.** All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. **Level of Service.** MPEG offers different levels of 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.

4.2. **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, MPEG will endeavor to perform its Services consistent with that level of care and skill ordinarily exercised by other professional practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. **No Warranty.** No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of MPEG's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by MPEG and that MPEG does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If MPEG's Scope of Services includes observation and/or testing during the course of construction, the following conditions apply.

6.1. Construction Observation.

6.1.1. **Site Meetings & Visits.** MPEG will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the Scope of Services or, if not specified in the Scope of Services at intervals as MPEG deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, MPEG may inform Client of the progress of the geotechnical aspects of the Work. Client understands that MPEG may not be on site continuously; and, unless expressly agreed otherwise, MPEG will not observe all of the Work.

6.1.2. **Contractor's Performance.** MPEG does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of MPEG's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can MPEG be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of MPEG.

6.1.3. **Contractor's Responsibilities.** MPEG will not supervise, direct or have control over the Work nor will MPEG have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. **Final Report.** At the conclusion of Construction Phase Services, MPEG may provide Client with a written report summarizing the tests and observations, if any, made by MPEG.

6.2. **Review of Contractor's Submittals.** If included in the Scope of Work, MPEG will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. MPEG will review such submittals solely for general conformance with MPEG's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. **Tests.** Tests performed by MPEG on finished Work or Work in progress are taken intermittently and indicates the general acceptability of the Work on a statistical basis. MPEG's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in

accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

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

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for MPEG to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. MPEG will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that MPEG's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply MPEG with all information and documents in Client's possession or knowledge which are relevant to MPEG's Services. Client warrants the accuracy of any information supplied by it to MPEG, and acknowledges that MPEG is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify MPEG of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to MPEG the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by MPEG to any such structure or utility not so designated. MPEG is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to MPEG.

8. CHANGED CONDITIONS

If MPEG discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), MPEG will notify Client in writing of the Changed Conditions. Client and MPEG agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If MPEG and

Client cannot agree upon amended terms and conditions within 30 days after notice, MPEG may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that MPEG's Services under this Agreement are limited to geotechnical investigation and that MPEG has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that MPEG execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) MPEG believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) MPEG believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) MPEG has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by MPEG is limited to an expression of professional opinion based upon the Services performed by MPEG, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of MPEG, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees, and agents (collectively "MPEG Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by MPEG 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 for errors or omissions in MPEG's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, MPEG and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in MPEG's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, MPEG agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by MPEG's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of MPEG. Client will indemnify and hold harmless MPEG Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by MPEG's sole negligence, Client expressly agrees to defend, indemnify and hold harmless MPEG 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.

11.3. Consequential Damages. Neither Client nor MPEG will be liable to the other for any special, consequential, incidental, 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, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If MPEG provides 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 and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. MPEG's Insurance. MPEG will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation / Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. MPEG maintains Professional Liability Insurance for our own benefit.

12.2. Contractor's Insurance. Client or Project Owner will require owner's Contractor, subcontractors and consultants to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above.

12.3. Certificates of Insurance. Upon request, MPEG and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. MPEG will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. MPEG's Documents. Unless otherwise agreed in writing, all documents and information prepared by MPEG or obtained by MPEG from any third party in connection with the performance of Services, including, but not limited to, MPEG's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of MPEG. MPEG has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by MPEG are solely for use by Client and will not be provided by either party to any other person or entity without MPEG's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by MPEG. MPEG retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. MPEG may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by MPEG in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, MPEG's electronic Documents and media will conform to MPEG's standards.

MPEG will provide any requested electronic Documents for a 30-day acceptance period, and MPEG will correct any defects reported by Client to MPEG during this period. MPEG makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely and Client will not represent to any other party that it may rely on Documents without MPEG's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without MPEG's express prior written consent. Client waives any and all claims against MPEG resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through client. Client will defend, indemnify and hold harmless MPEG from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without MPEG's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If MPEG provides laboratory testing or analytic Services, MPEG will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by MPEG, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

MPEG will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. MPEG may subcontract for the services of others without obtaining Client's consent if MPEG deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by MPEG. MPEG may terminate this Agreement if Client suspends MPEG's Services for more than 60 days and Client will pay MPEG as set forth under Section 18, "Termination." If Client suspends MPEG's Services, or if Client or others delay MPEG's Services, Client and MPEG agree to equitably adjust: (1) the time for completion of the Services; and (2) MPEG's compensation in accordance with MPEG's then current Schedule of Charges for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by MPEG for demobilization and subsequent remobilization.

17.2. Liability. MPEG is not liable to Client for any failure to perform or delay in performance due to circumstances beyond MPEG's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. MPEG and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for MPEG's material breach of this Agreement, Client will pay MPEG for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with MPEG's then current Schedule of Charges.

19. DISPUTES

19.1. Mediation. All disputes between MPEG and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed,

and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. 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. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of MPEG's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. 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.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. 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.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

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

End of General Conditions

MILLER PACIFIC ENGINEERING GROUP
a California corporation

**SCHEDULE OF CHARGES
PROFESSIONAL ENGINEERING AND TESTING SERVICES**

Professional and Technical Personnel	<u>Hourly Rate</u>
Staff Engineer/Geologist – Level 1-3.....	\$85 - \$95 - \$105
Project Engineer/Geologist – Level 1-3.....	\$115 - \$125 - \$135
Senior Engineer/Geologist – Level 1-3.....	\$155 - \$165 - \$175
Associate Engineer/Geologist – Level 1-3	\$185 - \$195 - \$205
Principal Level 1-3	\$210 - \$220 - \$230
Project Assistant/Word Processor	\$70
Technician Level 1-3	\$80 - \$85 - \$90
Senior Technician Level 1-2	\$100 - \$105
Prevailing Wage Group 3	\$110
Prevailing Wage Group 4.....	\$105
Other Inside Charges	
Mileage.....	\$ 0.80 per mile
Vehicle (Field)	\$9 per hour
Nuclear Density Gage.....	\$8 per test
Inclinometer.....	\$150 per day / \$85 per half day
Laser Level.....	\$50 per day
Sampling Equipment.....	\$50 per day / \$30 half day
Outside Services	Cost + 20%
Exploration, drilling equipment and instrumentation, in-situ monitoring, specialized laboratory testing, per diem, shipping, courier/delivery services, outside reproduction, and other services and supplies not normally provided.	

***NOTES:**

1. Field site visits and travel time are normal hourly rates, portal to portal.
2. Overtime – Weekday & Saturday add \$25
Overtime – Sunday/Holiday/Night add \$35
3. Rates are for normal Geotechnical Engineering and Geological services. Rates for depositions and testimony are \$450 per hour for Principal; \$400 per hour for Associate; and \$350 per hour for Senior. All other personnel are \$250 per hour. These fees are due and payable at the time of service.
4. Schedule of charges is effective as of January, 2016. It is subject to revision annually and at other times without notice.
5. Prevailing Wage Note: Personnel working on Prevailing Wage Projects will be billed at normal hourly rates plus \$5 per hour, or at the Group 3 or Group 4 rate, whichever is applicable.

**AGREEMENT FOR CONSTRUCTION PROJECT
MANAGEMENT SERVICES**

THIS AGREEMENT is made by and between the Santa Rosa City Schools, a political subdivision of the State of California ("DISTRICT") and Greystone West Company, a California corporation, ("PROJECT MANAGER").

The DISTRICT and PROJECT MANAGER hereby agree as follows:

1. Description of Services:
PROJECT MANAGER agrees to provide construction project management services as set forth in Attachment B to SANTA ROSA CITY SCHOOLS in conjunction with the ROOFING 2017 PROJECTS, more specifically described in Attachment A ("PROJECT"). The parties understand that the services to be provided by PROJECT MANAGER under this Agreement constitute "construction management," as that term is used in Education Code Section 17070.98.
2. Selection and Qualifications of PROJECT MANAGER:
PROJECT MANAGER was selected to perform the services under the Agreement in compliance with Government Code Section 4529.10 *et seq.* SANTA ROSA CITY SCHOOLS has determined that PROJECT MANAGER is licensed as a Class "B" General Building Contractor by the State of California (# 753972) and possesses the demonstrated competence and professional qualifications for the services to be performed.
3. Contract Documents:
The contract documents consist of the Agreement for Construction Project Management Services, the General Provisions, Attachments "A", "B", and "C" and completed insurance forms.
4. Compensation:
As full compensation for all services contemplated by this Agreement, PROJECT MANAGER shall be recompensed as set forth in Attachment "C."
5. Term of Agreement:
This Agreement begins effective MARCH 8, 2017, and completes upon completion of services under the Agreement, unless terminated sooner, whether pursuant to the provisions of Section 7 of the General Provisions or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SANTA ROSA CITY SCHOOLS

GREYSTONE WEST COMPANY

By: _____

By: _____

Title: Assistant Superintendent

Title: President, Todd K. Lee

Date: _____

Date: _____

GENERAL PROVISIONS

(AGREEMENT FOR CONSTRUCTION PROJECT MANAGEMENT SERVICES)

1. ASSIGNMENT/DELEGATION: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
2. STATUS OF PROJECT MANAGER: The parties intend that PROJECT MANAGER, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. PROJECT MANAGER is not to be considered an agent or employee of SANTA ROSA CITY SCHOOLS and is not entitled to participate in any pension plans, insurance, bonus or similar benefits SANTA ROSA CITY SCHOOLS provides its employees.
3. INDEMNIFICATION:
 - (a) PROJECT MANAGER shall indemnify, defend with counsel acceptable to SANTA ROSA CITY SCHOOLS, and hold harmless to the full extent permitted by law, SANTA ROSA CITY SCHOOLS and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with PROJECT MANAGER'S performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the SANTA ROSA CITY SCHOOLS. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for PROJECT MANAGER or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - (b) PROJECT MANAGER shall be liable to SANTA ROSA CITY SCHOOLS for any loss or damage to SANTA ROSA CITY SCHOOLS property arising from or in connection with PROJECT MANAGER's performance hereunder.
 - (c) The obligations set forth in this section 3. shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
4. INSURANCE: With respect to the performance of work under this Agreement, PROJECT MANAGER shall maintain and shall require all of its subcontractors to maintain insurance as described below:
 - (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or

materially changed without first giving thirty (30) days prior written notice to the SANTA ROSA CITY SCHOOLS."

- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include, but not be limited to: premises and operations liability, independent contractors' liability, and personal injury liability.
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
- (d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - (1) SANTA ROSA CITY SCHOOLS, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - (3) The insurance provided herein is primary coverage to SANTA ROSA CITY SCHOOLS with respect to any insurance or self-insurance programs maintained by SANTA ROSA CITY SCHOOLS and no insurance held or owned by SANTA ROSA CITY SCHOOLS shall be called upon to contribute to a loss.
 - (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to SANTA ROSA CITY SCHOOLS.
- (e) Professional Liability (Errors and Omissions) Insurance for all activities of the PROJECT MANAGER arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to SANTA ROSA CITY SCHOOLS."
- (f) Documentation: The following documentation shall be submitted to the SANTA ROSA CITY SCHOOLS:
 - (1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

- (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- (3) Upon SANTA ROSA CITY SCHOOLS' written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of SANTA ROSA CITY SCHOOLS' request.
- (g) Policy Obligations: PROJECT MANAGER's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- (h) Material Breach: If PROJECT MANAGER, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement; the same shall be deemed a material breach of contract. SANTA ROSA CITY SCHOOLS, at its sole option, may terminate this Agreement and obtain damages from the PROJECT MANAGER resulting from said breach. Alternatively, SANTA ROSA CITY SCHOOLS may purchase such required insurance coverage, and without further notice to PROJECT MANAGER, SANTA ROSA CITY SCHOOLS may deduct from sums due to PROJECT MANAGER any premium costs advanced by SANTA ROSA CITY SCHOOLS for such insurance. These remedies shall be in addition to any other remedies available to SANTA ROSA CITY SCHOOLS.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

DISTRICT:	SANTA ROSA CITY SCHOOLS Attention: Diann Kitamura, Superintendent 211 Ridgeway Avenue Santa Rosa, CA 95401
PROJECT MANAGER:	Greystone West Company Attention: Todd Lee, Owner 621 West Spain Street Sonoma, CA 95476

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified," or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

6. MERGER: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. TERMINATION AND SUSPENSION:

- (a) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, PROJECT MANAGER shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by SANTA ROSA CITY SCHOOLS by virtue of any breach of the Agreement by PROJECT MANAGER.
- (b) SANTA ROSA CITY SCHOOLS shall also have the right in its sole discretion to terminate the Agreement for its own convenience by giving thirty (30) calendar days written notice to PROJECT MANAGER. Upon written notice from the SANTA ROSA CITY SCHOOLS of such termination, shall immediately cease work under the Agreement, except such work as may be required to comply with Section 12(b) of this Agreement. The SANTA ROSA CITY SCHOOLS shall pay the PROJECT MANAGER only the fee associated with the services provided since the last invoice that has been paid and up to the notice of termination, except for the fee for such work as may be required to comply with Section 12(b) of this Agreement.
- (c) Termination of the Agreement shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- (d) If, at any time, SANTA ROSA CITY SCHOOLS determines that work on the PROJECT should be terminated, the PROJECT MANAGER, upon written notice from the SANTA ROSA CITY SCHOOLS of such termination, shall immediately cease work on the PROJECT so terminated, except such work as may be required to comply with Section 12(b) of this Agreement. For any such PROJECT, SANTA ROSA CITY SCHOOLS shall pay the PROJECT MANAGER only the fee associated with the services provided since the last invoice that has been paid and up to the notice of termination, except the fee for such work as may be required to comply with Section 12(b) of this Agreement. PROJECT MANAGER agrees to continue to perform all non-terminated portions of this Agreement in that case, and the Parties agree that PROJECT MANAGER'S compensation shall be adjusted accordingly.
- (e) SANTA ROSA CITY SCHOOLS retains the right to terminate, either for convenience or for cause, PROJECT MANAGER'S performance the PROJECT. Upon written notice from the SANTA ROSA CITY SCHOOLS of such termination, shall immediately cease work on the PROJECT except such work as may be required to comply with Section 12(b) of this Agreement. For such PROJECT, the SANTA ROSA CITY SCHOOLS shall pay the PROJECT MANAGER only the fee associated with the services provided since the last invoice that has been paid and up to the notice of termination, except the fee for such work as may be required to comply with Section 12(b) of this Agreement. PROJECT MANAGER agrees to continue to perform all non-terminated portions of this Agreement

in that case, and the Parties agree that PROJECT MANAGER'S compensation shall be adjusted accordingly.

(f) SANTA ROSA CITY SCHOOLS also retains the right to suspend, either for convenience or for cause, PROJECT MANAGER'S performance of services under the Agreement. Upon written notice from the SANTA ROSA CITY SCHOOLS of such suspension, shall immediately cease work on any PROJECT so suspended. The SANTA ROSA CITY SCHOOLS shall pay the PROJECT MANAGER only the fee associated with the services provided since the last invoice that has been paid and up to the notice of suspension.

8. TRANSFER OF RIGHTS: PROJECT MANAGER assigns to SANTA ROSA CITY SCHOOLS all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by PROJECT MANAGER in connection with the project, if any.

PROJECT MANAGER agrees to take such actions as are necessary to protect the rights assigned to SANTA ROSA CITY SCHOOLS in this Agreement, and to refrain from taking any action which would impair those rights. PROJECT MANAGER's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as PROJECT MANAGER may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SANTA ROSA CITY SCHOOLS.

9. NONDISCRIMINATION: PROJECT MANAGER shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. EXTRA (CHANGED) WORK: Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that SANTA ROSA CITY SCHOOLS and School personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the PROJECT MANAGER to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the PROJECT MANAGER thereafter shall be entitled to no compensation whatsoever for the performance of such work.

11. CONFLICT OF INTEREST: PROJECT MANAGER represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. PROJECT MANAGER further represents that in the performance of this Agreement, no person having such interest will be employed.

12. OWNERSHIP OF WORK PRODUCT:

(a) SANTA ROSA CITY SCHOOLS shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information

gathered or computed by PROJECT MANAGER prior to termination of this Agreement by SANTA ROSA CITY SCHOOLS or upon completion of the work pursuant to this Agreement.

- (b) After completion of the PROJECT, after termination by SANTA ROSA CITY SCHOOLS of PROJECT MANAGER's services as to the PROJECT, and after termination of this Agreement, PROJECT MANAGER shall deliver to SANTA ROSA CITY SCHOOLS a complete set of PROJECT records, including without limitation all documents generated by PROJECT MANAGER, copies of all documents exchanged with or copied to or from all other PROJECT participants, and all closeout documents. Said PROJECT records shall be indexed and appropriately organized for easy use by SANTA ROSA CITY SCHOOLS personnel.
 - (c) The parties understand that under this Section 12, all documentation generated by PROJECT MANAGER will be turned over to the SANTA ROSA CITY SCHOOLS and that PROJECT MANAGER has no patent or copyright materials and/or product any such items that require this section in the contract.
- 13. Omitted.
 - 14. PROJECT MANAGER'S WARRANTY: SANTA ROSA CITY SCHOOLS has relied upon the professional ability and training of PROJECT MANAGER as a material inducement to enter into this Agreement. PROJECT MANAGER hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of PROJECT MANAGER's work by SANTA ROSA CITY SCHOOLS shall not operate as a waiver or release.
 - 15. TAXES: PROJECT MANAGER agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case SANTA ROSA CITY SCHOOLS is audited for compliance regarding any applicable taxes, PROJECT MANAGER agrees to furnish SANTA ROSA CITY SCHOOLS with proof of payment of taxes on those earnings.
 - 16. DUE PERFORMANCE: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
 - 17. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Agreement.
 - 18. NO WAIVER OF BREACH: The waiver by SANTA ROSA CITY SCHOOLS of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.

19. **FINGERPRINTING.** By execution of the Agreement/Contract, the PROJECT MANAGER acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to SANTA ROSA CITY SCHOOLS must be fingerprinted by the California Department of Justice for a criminal records check, unless the SANTA ROSA CITY SCHOOLS determines that the PROJECT MANAGER and PROJECT MANAGER's employees will have limited contact with pupils. In making this determination, the SANTA ROSA CITY SCHOOLS will consider the totality of the circumstances, including factors such as the length of time the PROJECT MANAGER and PROJECT MANAGER's employees will be on school grounds, whether pupils will be in proximity with the site where the PROJECT MANAGER and PROJECT MANAGER's employees will be working, and whether the PROJECT MANAGER and PROJECT MANAGER's employees will be alone or with others. The SANTA ROSA CITY SCHOOLS further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) SANTA ROSA CITY SCHOOLS Determination of Fingerprinting Requirement Application

The SANTA ROSA CITY SCHOOLS has considered the totality of the circumstances concerning the Project and has determined that the PROJECT MANAGER and PROJECT MANAGER's employees:

 are subject to the fingerprinting requirements of Education Code Sections 45125.1 and Paragraph (b) below, is applicable.

 X are not subject to the fingerprinting requirements of Education Code Section 45125.1 and Paragraph (c) below, is applicable.

- (b) If the SANTA ROSA CITY SCHOOLS has determined that fingerprinting is required, the PROJECT MANAGER expressly acknowledges that: (1) PROJECT MANAGER and all of PROJECT MANAGER's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) PROJECT MANAGER shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) PROJECT MANAGER shall certify in writing to the Governing Board of the SANTA ROSA CITY SCHOOLS that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) PROJECT MANAGER shall provide to the Governing Board of the SANTA ROSA CITY SCHOOLS a list of names of its employees who may come in contact with students. The PROJECT MANAGER is required to fulfill these requirements at its own expense.

- (c) Even if the SANTA ROSA CITY SCHOOLS has determined that fingerprinting is not required, the PROJECT MANAGER expressly acknowledges that the following conditions shall apply to any work performed by the PROJECT MANAGER and/or PROJECT MANAGER's employees on a school site: (1) PROJECT MANAGER and PROJECT MANAGER's employees shall check in with the school office each day immediately upon arriving at the school site; (2) PROJECT MANAGER and PROJECT MANAGER's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, PROJECT MANAGER and PROJECT MANAGER's employees shall not change locations without contacting the school office; (4) PROJECT MANAGER and PROJECT MANAGER's employees shall not use student restroom facilities; and (5) If PROJECT MANAGER and/or PROJECT MANAGER's employees find themselves alone with a student, PROJECT MANAGER and PROJECT MANAGER's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

20. DISABLED VETERANS PARTICIPATION GOALS: In accordance with Education Code section 17076.11, the SANTA ROSA CITY SCHOOLS has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the SANTA ROSA CITY SCHOOLS by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the SANTA ROSA CITY SCHOOLS. Prior to, and as a condition precedent for final payment under any contract for such project, the PROJECT MANAGER shall provide appropriate documentation to the SANTA ROSA CITY SCHOOLS identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the SANTA ROSA CITY SCHOOLS can assess its success at meeting this goal.

The PROJECT MANAGER agrees that, for all contracts subject to DVBE participation goals, the State and the SANTA ROSA CITY SCHOOLS have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The PROJECT MANAGER agrees to provide the State or the SANTA ROSA CITY SCHOOLS with any relevant information requested and shall permit the State or SANTA ROSA CITY SCHOOLS access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The PROJECT MANAGER agrees to maintain such records for a period of three years after final payment under the contract.

21. APPLICABLE LAW: The laws of the State of California govern this Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Sonoma County, California, in which the SANTA ROSA CITY SCHOOLS is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

22. REPORTS TO IRS: The parties understand that Federal Internal Revenue regulations require this office to report all payments to PROJECT MANAGER for services.

23. DISPUTE RESOLUTION PROVISIONS:

(a) MEDIATION

- (1) Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation if the parties mutually agree. If such matter relates to or is the subject of a lien arising out of the PROJECT MANAGER's services, the PROJECT MANAGER may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or arbitration.
- (2) A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a request for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- (3) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

(b) ARBITRATION

- (1) Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to arbitration if the parties mutually agree. Prior to arbitration, the parties may endeavor to resolve disputes by mediation in accordance with the mediation provisions above.
- (2) A request for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- (3) Such arbitration shall be advisory unless the parties otherwise agree in writing.

Attachment A

Albert F. Biella Elementary School

Hidden Valley Elementary School

Herbert Slater Middle School

Piner High School

Attachment B

Our fee is 5% of the project cost estimate.

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).

Our Fee specifically excludes on site supervision.

Attachment C

Project No.	Project Title	CM Fee for Construction Services	CM Fee for Post-Construction Services	Total Fee
TBD	Albert F. Biella Elementary School	\$42,300	\$4,700	\$47,000
TBD	Hidden Valley Elementary School	\$46,575	\$5,175	\$51,750
TBD	Herbert Slater Middle School	\$29,700	\$3,300	\$33,000
TBD	Piner High School	\$131,625	\$14,625	\$146,250
			Grand Total	\$278,000



February 27, 2017

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

Reference: Fee Proposal for 2017 Roof Replacement Packages

Greystone West Company proposes to provide construction management services for the 2017 Roof Replacement Packages for a total fee of 5% of the project cost estimate for the following projects. 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*).

Project No.	Project Title	CM Fee for Construction Services	CM Fee for Post-Construction Services	Total Fee
TBD	Albert F. Biella Elementary School	\$42,300	\$4,700	\$47,000
TBD	Hidden Valley Elementary School	\$46,575	\$5,175	\$51,750
TBD	Herbert Slater Middle School	\$29,700	\$3,300	\$33,000
TBD	Piner High School	\$131,625	\$14,625	\$146,250
Grand Total				\$278,000

Please call if you have any questions.

Sincerely,

Todd Lee
Greystone West Company



1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402

3 March 2017

Rick Edson
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

Re: Hidden Valley Elementary School Classrooms 1-6 Assessment

Dear Rick

We are pleased to provide you with this proposal to provide Architectural Services related to assessing the structural integrity of Classrooms 1-6 at Hidden Valley Elementary School.

Scope of Services

- On Site review of various building components in order to determine the facilities condition and determine its ability to continue to serve in its current capacity.
- Provide recommendations for upgrades, or replacement as deemed appropriate based on assessment.
- Review of existing steel structure
- Review of existing roof condition
- Review of other components based on items identified in on site review

Deliverable

We will provide a report indicating our professional opinion as to the condition of the facility and recommendations for improvement or replacement.

Understanding

We will provide additional services if necessary for consultant reports, the necessity of which to be determined based upon on what we discover upon reviewing the existing (record documents) and the site.

District Responsibilities

- Provide as-built (record) documents for review by Architect/Engineer
- Provide access to the buildings – for on-site review.
- Provide coordination with other district direct consultants, including but not limited to hazardous materials consultants.

Proposed Fee Structure

Hourly fee based upon the estimate of services below. We typically prefer to provide estimate of our services --especially with a project of this nature. At this point the project scope is still being developed, and we will learn more as we work with the key stakeholders.

Time/Expenses

- *We do not "mark-up" our consultant fees.* We pass on our consultant fees to our clients and we manage our consultants, however we do not add a percentage markup to their fees.
- *We do not "mark-up" printing or delivery expenses.* We simply pass such costs on to our client as necessary. However, we do not include such costs in our project fee estimates unless specifically requested.

Proposed Fee Discipline	Consultant	Estimate
Architect	Bartos Architecture, Inc., Architects	\$2,500
Structural	Not currently included	
Other Consultants	Not currently included	
		\$2,500

Proposed Hourly Rates (Bartos Architecture)

Level	Description	Rate
Principal/President	Licensed Architect	\$175.00
Project Architect	Licensed Architect	\$150.00
Project Manager	Non-Licensed, Architectural Staff	\$135.00
Architectural Staff	Degreed Architectural Graduates Architects	\$125.00
Admin Staff	As related to the project	\$100.00

Miscellaneous Provisions

<i>Architect's Place of Business</i>	Bartos Architecture, Inc. 1730 South Amphlett Blvd, Suite 225 San Mateo, CA. 94402
<i>Architect's License Number</i>	CA 24138
<i>Cancellation of agreement:</i>	By phone call
<i>Professional Liability Policy</i>	\$2 Million

Sincerely,



Mark Bartos, Architect
Bartos Architecture