INDEPENDENT CONSULTANT AGREEMENT FOR 2025 Roof Inspection, Evaluation and Report Services

This Independent Consultant Agreement for **2025 Roof Inspection, Evaluation and Report Services** ("Agreement") is made and entered into as of **March 18, 2025,** by and between the Tahoe Truckee Unified School District, ("District") and **Benchmark, Inc.**

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 53060 authorizes the District to contract with any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters through direct negotiation; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services**. Consultant shall provide **2025 Roof Inspection, Evaluation and Report** services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
 - UAV Imagery and Infrared Moisture Survey

\$20,200.00 Lump Sum

- Initial Roof Evaluation, Reinspection, Analysis, Roof Evaluation Report, and Verification of Anomalies from Infrared Moisture Survey Results
 - a. Verification of Anomalies from Infrared Moisture Survey Results
 Not to Exceed In accordance with Attached Fee Schedule Exhibit B
 \$14,000.00 Time and Expense/NTE
 - b. Kings Beach Boys and Girls Club

\$4,850.00 Lump Sum

c. Balance of the Buildings

\$73,050.00 Lump Sum

- Term. Consultant shall commence providing services under this Agreement on April 1, 2025, and will diligently perform as required and complete performance by June 30, 2025 ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.
- 3. **Submittal of Documents**. Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

X	Signed Agreement
X	Workers' Compensation Certification
	Prevailing Wage Certification

	X X X	Insurance Certificates and Endorsements
4.	pursu One l	Densation . District agrees to pay Consultant for services satisfactorily rendered ant to this Agreement a total fee not to exceed One Hundred Twelve Thousand Hundred Dollars (\$112,100.00). District shall pay Consultant according to the ring terms and conditions:
	4.1.	Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:
		4.1.1. Finished Inspection, Evaluation and Report Due: June 1, 2025
	4.2.	The Services shall be performed at the hourly billing rates and/or unit prices included in Exhibit B . If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
	4.3.	N/A If Consultant works at more than one site, Consultant shall invoice for each site separately.
5.	suppl	rials . Consultant shall furnish, at its own expense, all labor, materials, equipment, ies and other items necessary to complete the services to be provided pursuant to greement, except as follows:
	5.1.	N/A
6.		nses . District shall not be liable to Consultant for any costs or expenses paid or red by Consultant in performing services for District, except as follows:
	6.1.	N/A
7.		pendent Contractor. Consultant represents and warrants that Consultant is an endent contractor or business entity that is: (i) free from the control and direction of

7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of 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.

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

9. Performance of Services.

- 9.1. Standard of Care. 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 for services to California school districts.
- 9.2. Due Diligence. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 9.3. **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.
- 9.4. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services
- 9.5. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:
 - 9.6.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 9.6.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 9.7. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various Projects for District. Consultant shall obtain the approval of District prior to the commencement of a new Project.
- 10. 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 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.

- 11. **Deliverables.** 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."
- 12. **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 five (5) years thereafter. Consultant shall permit 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 District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
- 13. **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 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, 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 Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 14. **Attorney 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.

15. **Termination**.

15.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience 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 Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

- 15.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 15.2.1. material violation of this Agreement by Consultant; or
 - 15.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage; or
 - 15.2.3. Consultant is adjudged as 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. 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 termination for cause, District may secure the required Services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15.3. 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.

16. Indemnification.

- 16.1. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description including, without limitation, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the Claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.
- 16.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 16.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 16.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

16.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

17. Insurance.

17.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments.	Requirement
and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 17.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)
- 17.1.2. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 17.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.
- 17.2. **Proof of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

- 17.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 17.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 17.2.3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance.
- 17.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 17.2.5. An endorsement stating that there shall be a waiver of any subrogation in favor of District for all work performed by Consultant, its employees, agents and subcontractors.
- 17.2.6. Consultant's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.
- 17.2.7. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- 17.2.8. Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Consultant's commencement of Work, including subsequent policies purchased as renewals or replacements.
- 17.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.
- 17.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- 18. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the Governing Board of District and all 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 Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of 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 District. If Consultant performs any work that is in violation of any laws, ordinances, rules

or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

- 18.1. N/A Labor Code Requirements
 - 18.1.1. **N/A Registration**
 - 18.1.2. N/A Certified Payroll Records
 - 18.1.3. N/A Labor Compliance
- 19. **Anti-Discrimination**. It is the policy of 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, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status and therefore 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, Consultant agrees to require like compliance by all of its subcontractor(s).
- 20. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
 - 20.1. All site visits shall be arranged through District;
 - 20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;
 - 20.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- 21. **N/A Disabled Veteran Business Enterprises**.
- 22. **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.

- 23. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 24. **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 electronic mail, addressed as follows:

District:

Tahoe Truckee Unified School District

Attn. Pat McKechnie 11603 Donner Pass Rd. Truckee, CA 96161 (530) 308-1128 pmckechnie@ttusd.org

Consultant:

Benchmark, Inc.

Attn. Matt Walz 6065 Huntington Court, NE Cedar Rapids, IA 52402 (319) 348-2590 mwalz@benchmark-inc.com

Any notice personally given or sent by facsimile transmission or electronic mail 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.

- 25. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.
- 26. **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.
- 27. **Amendments, Changes and Modifications.** This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.
- 28. **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.
- 29. **Governing Law and Venue**. 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 District's administrative 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. **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.
- 33. **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.
- 34. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
- 35. **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.
- 36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 37. **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 authorized and empowered to enter into this Agreement.
- 38. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 39. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

TTUSD #25-00-09M

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below. Dated:_____, 2025 Dated: March 19, , 2025 Tahoe Truckee Unified School District Benchmark, Inc. Signed By: Signed By: Print Name: Matthew Walz Print Name: Kerstin Kramer CFO Print Title: Superintendent/CLO Print Title: **Information regarding Consultant:** 42-1202463___ Employer Identification and/or License No.: N/A Social Security Number 6065 Huntington Ct. NE Address: NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) Cedar Rapids, IA 52402 and Section 1.6041-1 of Title 26 of the Code of Federal Regulations Telephone: (319) 393-9100 (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to E-Mail: mwalz@benchmark-inc.com furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the Type of Business Entity: information requested in this ____ Individual section. Sole Proprietorship ____ Partnership ___ Limited Partnership _X__ Corporation, State: Iowa ____ Limited Liability Company Other:

EXHIBIT A DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement. If there is any conflict between Consultant's Proposal and any provision of this Agreement, the provisions of this Agreement shall control.



SERVICE AGREEMENT

ATTN:

PHONE:

CLIENT: Tahoe Truckee Unified School DATE:

March 13, 2025

District

Rob Koster

PROPOSAL NO .

00000020000444 REV3

ADDRESS: 11603 Donner Pass Road

Truckee, CA 96161

Office 530.582.2542

E-MAIL:

rkoster@ttusd.org

PROJECT IDENTIFICATION AND PROPOSED SERVICE

UAV Imagery and Infrared Moisture Survey, Initial Roof Evaluation, Reinspection, Analysis, and SITEMAN® Roof Evaluation Report

Reinspection with Initial Roof Evaluation Additions

Alder Creek Middle School 10931 Alder Drive

Truckee, CA 96161

(Approximately 70,036 Square Feet)

Sierra High School STEPP and Next STEPP Track Expansion

11611 Donner Pass Road

Truckee, CA 96161

(Approximately 8,891 Square Feet)

Kings Beach Boys and Girls Club

8125 Steelhead Avenue Kings Beach, CA 96143

(Approximately 26,108 Square Feet)

Tahoe Lake Elementary School

375 Grove Street Tahoe City, CA 96145

(Approximately 48,177 Square Feet)

Kings Beach Elementary School

8125 Steelhead Avenue Kings Beach, CA 96143

(Approximately 64,557 Square Feet)

Tahoe Truckee High School 11725 Donner Pass Road

Truckee, CA 96161

(Approximately 80,768 Square Feet)

New District Office and Warehouse

11693 Donner Pass Road Truckee, CA 96161

(Approximately 60,034 Square Feet)

Transportation, Maintenance, and

Operations Building 12485 Joerger Drive

Truckee, CA 96161

(Approximately 33,056 Square Feet)

Sierra Expeditionary Learning 11603 Donner Pass Road

Truckee, CA 96161

(Approximately 14,256 Square Feet)

Truckee River School 10010 Estates Drive Truckee, CA 96161

(Approximately 1,162 Square Feet)

(Approximately 404,840 Square Feet)

6065 Huntington Court NE | Cedar Rapids, IA 52402 | 319.393.9100 2110 Pewaukee Road, Suite D | Waukesha, WI 53188 | 319.393.9100

benchmark-inc.com

Tahoe Truckee Unified School District Truckee, CA

Proposal No.: 00000020000444 REV3

District Wide Roof Evaluations Page 2 March 13, 2025

Enclosures:

Exhibit A: Roof Consulting Terms and Conditions Exhibit B: Benchmark, Inc. 2025 Fée Schedule

Exhibit C: TTUSD - Site Plans

STATEMENT OF PURPOSE

It is our understanding that Tahoe Truckee Unified School District (TTUSD) is requesting an initial inspection and reinspection services of the above listed facilities, along with updates to facility records housed in Benchmark's SITEMANTM database.

GENERAL ASSUMPTIONS

Benchmark, Inc., (Benchmark) consulting services presented herein are offered under the assumption that Tahoe Truckee Unified School District (TTUSD) (Client) and Benchmark will participate in the process as follows:

- Benchmark will provide all labor, materials, tools, and equipment necessary to
 evaluate the designated roofs and adjacent related areas to determine the
 condition of the roof systems.
- In preparation for Benchmark's work on-site, Client will contact the project sites to
 inform facility personnel of services Benchmark consultants will be performing.
 Additionally, Benchmark will be provided contact information for use if needed
 in scheduling the work on site, in order to minimize on-site delays.
- Client will furnish floor plan with active and past leak locations, active roof warranties, leak and repair history, as-built roof-related drawings, including architectural and structural sheets.
- The area/building manager shall walk the building with Benchmark to verify leak locations.
- Client will furnish as-built roof-related drawings. If available, Architectural, Structural, Mechanical, Electrical, and Plumbing sheets will be provided to assist with the site investigation.
- Client will provide any asbestos and/or lead paint testing results currently
 maintained on file. If asbestos and/or lead paint testing is/are required, Client will
 contract inspection and testing services with a trained and licensed inspection
 firm.
- Client will make Benchmark aware of all facility safety and security requirements. Benchmark will conduct our work on site in accordance with OSHA and Client's requirements. (29 CFR part 1926 [1926.500(a)(1)] Exception: The provisions of this subpart do not apply when employees are making an inspection, investigation, or assessment of workplace conditions prior to the actual start of construction work or after all construction work has been completed.) Benchmark will participate in Client required safety orientation and be equipped with PPE as required.

District Wide Roof Evaluations Page 3 March 13, 2025

- Client will provide safe access to all roof levels included in the project scope. (If
 equipment rental such as ladders or man-lifts are required for access, Client will
 provide both equipment and operator.)
- If applicable, Client will provide camera pass.

UAV Services:

- Client will provide a control area with an unobstructed view of the sky over the facility. Benchmark will participate in the process of identifying the ideal location.
- Client to provide 110-volt power at the UAV control area.
- If a UAV nighttime infrared moisture survey is to be conducted, Client will provide same control area as during the daytime.
- Client will make Benchmark aware of facility specific UAV rules and requirements, as well as provide instructions to access the facility.
- Benchmark will correspond with the Federal Aviation Administration (FAA)
 requesting airspace authorization due to the close proximity to the adjacent
 airport. If the FAA denies our request, Benchmark will proceed with utilization of a
 traditional handheld infrared moisture camera.

SCOPE OF SERVICES

For the fees herein established, Benchmark will provide roof management and consulting services as set forth below, provided that Client authorizes work to commence within **60** days from the date of this proposal. Please note any modifications/exclusions and initial.

I. UAV IMAGERY AND INFRARED MOISTURE SURVEY

Through the use of UAV technology, Benchmark will provide the following services:

- A. Provide all tools, equipment, and manpower necessary to conduct an infrared roof moisture survey.
- B. Capture low altitude RGB aerial imagery of the entire property and process into a 2D-orthomosaic image. Imagery will be utilized to develop detailed roof plans, calculating dimensions of roof areas, locating major penetrations and other significant roof features in conjunction with Roof Evaluation scope.
- Capture infrared imagery of the subject roof areas and process into a 2Dorthomosaic image and 3D model.
- D. All imagery will be processed and presented in a platform made available through SITEMAN®, Benchmark's web-based database.

District Wide Roof Evaluations Page 4 March 13, 2025

- E. In addition to SITEMAN® Surveyor License, the Client will receive SITEMAN® Altitude accounts with editor permissions for the drone data platform. All additional SITEMAN® users will be granted view-only access to the UAV imagery.
- F. The Altitude accounts will remain active for a period of three-years from the date of the UAV flight.
- G. After three years, the Client will have the option to renew the SITEMAN Altitude subscription at the future rate. Once the subscription expires, the high resolution RGB and infrared orthomosaic files will remain available for download in a GeoTIFF or JPG format upon request.

Notes:

- Obtaining UAV imagery will be performed prior to the on-site field work to assess current conditions of the roof systems in order to equip the evaluation team with detailed information to provide guidance throughout the evaluation phase.
- Results of the infrared survey are limited to imagery only.
 Verification of anomalies will be completed in conjunction with the evaluation field work.

II. INITIAL ROOF EVALUATION AND ANALYSIS

As part of the field evaluation, Benchmark will provide the following services:

- A. Assemble and review any background information provided by Client including repair history, as-built drawings, aerial photographs, warranties, and other information pertinent to analysis of the roof systems.
- B. Interview facility personnel for information on leaks, repairs, construction dates, etc.
- C. Field measure and record dimensions of roof areas, locate major roof penetrations and other significant roof features.
- D. Visually inspect and evaluate roof system components including flashings, sheet metal, masonry parapets, and waterproofing membrane in order to assess roof condition. Unless clearly visible from inside, visual inspections of roof decks are not included.
- E. Photograph roof field, details, and existing defects for documentation and future reference.

District Wide Roof Evaluations Page 5 March 13, 2025

- F. Where appropriate, take core sample(s) to determine or confirm existing roof components and to evaluate condition thereof. Where practical, confirm moisture content of any area(s) suspected to contain trapped moisture by using an electrical capacitance meter and/or core sample(s). Core sample site(s) will be temporarily patched watertight with system-compatible, cold-applied materials.
- G. Record location and approximate square foot size of suspected wet area(s) on a roof plan. Also record core sample location(s) to enable Client to contract for permanent repairs if desired.
- H. Mark deficiencies on the roof and document on the roof plan by action code and action code legend. In cases where deficiencies are widespread, representative locations will be marked and "typical" notations made on the roof plan.
- Upon completion of the field evaluation and analysis, a Benchmark consultant will conduct an exit interview with appropriate facility personnel, if available, to discuss overall findings and emphasize any items of immediate need.

III. REINSPECTION - ROOF CONDITION UPDATE

Benchmark will visit the project site and reevaluate roof conditions as follows:

- A. Interview facility personnel for information on leaks, repairs, and any significant events since the previous 2017 roof evaluation.
- B. Where appropriate, take core sample(s) to determine or confirm existing roof components and to evaluate condition thereof. Where practical, confirm moisture content of any area(s) suspected to contain trapped moisture by using an electrical capacitance meter and/or core sample(s). Core sample site(s) will be temporarily patched watertight with system-compatible, cold-applied materials. Core sample(s) will not be taken from roofs known to be under warranty without consent of Client.
- C. Mark deficiencies on the roof with paint and document on the roof plan by action code and action code legend. In cases where deficiencies are widespread, representative locations will be marked and "typical" notations made on the roof plan.
- D. Record location and approximate square foot size of suspected wet area(s) on a roof plan. Also record core sample location(s) to enable Client to contract for permanent repairs if desired.
- E. Examine repairs performed since the previous evaluation.
- F. Provide cost estimates for roofing work necessitated by changes in roof conditions.

District Wide Roof Evaluations Page 6 March 13, 2025

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- G. Provide projections for remaining roof life and long-range planning priorities to reflect changes in roof condition.
- H. Take photographs of roof field and existing defects for documentation, reference, and to illustrate chronic or severe conditions.

IV. SITEMAN® ROOF EVALUATION REPORT

Following completion of the reinspection, update the existing **SITEMAN®** database to reflect current conditions. The updated **SITEMAN®** Roof Evaluation Report will contain the following:

- A. A Facility and/or Building Summary highlighting overall findings:
 - An introduction and methodology, describing intent of the reinspection and survey techniques employed.
 - A general discussion of the roofs surveyed, including any significant trends noted.
 - Recommendations, a review of option(s) weighing relative costs, advantages, and value analysis.
- B. For each separate roof section of unique age and construction, a Roof Section Report with the following:
 - General Section Information
 - Budget Summary five-year planning period
 - Roof History with specific emphasis on past repairs and expenditures
 - Roof Synopsis
 - Roof Construction Information documenting existing roof assembly
 - Tests as appropriate (i.e., asbestos testing results from Client, moisture testing)
 - Warranty Information (if applicable)
 - Roof Condition Index Evaluation documenting and rating the condition of major system components
- C. The **Roof Synopsis** is a brief narrative and will recommend course(s) of action to help analyze the roofing situation in conjunction with both short-term and long-range needs and objectives. A brief summary of work will be included for any roof that is recommended for replacement during the five-year planning period.
- D. Photographs and photograph log depicting each roof section and detailing conditions found.

District Wide Roof Evaluations Page 7 March 13, 2025

- E. An updated **CAD-generated roof plan**, utilizing AutoCAD 2022 showing all pertinent roof boundaries, roof-mounted equipment, drain location(s), as well as survey information such as slope direction, ponding, and action codes. The CAD plan will include a legend identifying recommended repairs, core sample locations, etc.
- F. Client will receive an electronic copy in PDF format of the database report. The electronic file will be hosted on SITEMAN®, Benchmark's webbased database, and Client will receive a password for access to the secure site.
- G. Upon delivery of the completed report, Benchmark will schedule and conduct a teleconference meeting to present recommendations, review options, and develop a plan for addressing necessary preventive maintenance, repairs, and critical replacement needs.

District Wide Roof Evaluations Page 8 March 13, 2025

FEE SCHEDULE

Notes:

- 1. Please direct signed contracts or purchase orders to PO@benchmark-inc.com.
- 2. All fees and rates quoted in this proposal are good for 60 days from the date of the proposal. The proposal is null and void if not accepted in writing within 60 days from the date of the proposal. Additionally, all services provided by Benchmark are expected to be completed within one (1) year of the approval of this proposal. Benchmark reserves the right to reasonably adjust its rates upward for any services provided more than one (1) year from the date of the approval of this proposal.
- 3. Unless otherwise specified, a partial (55%) progress bill will be invoiced upon completion of field work. If necessary, progress invoices will be submitted on a monthly basis with final invoice submitted upon delivery of completed report.
- 4. Benchmark will endeavor to provide a complete and accurate infrared roof moisture survey. Various latent conditions could hinder our ability to obtain optimum and/or meaningful thermal imaging data which may incumber our ability to provide accurate roof moisture identification. These conditions include but are not limited to: weather conditions, thermal inferences, type and amount of insulation, roof assembly components and construction, etc. Please contact Benchmark if additional information/clarification is needed.

TTUSD #25-00-09M

Tahoe Truckee Unified School District Truckee, CA

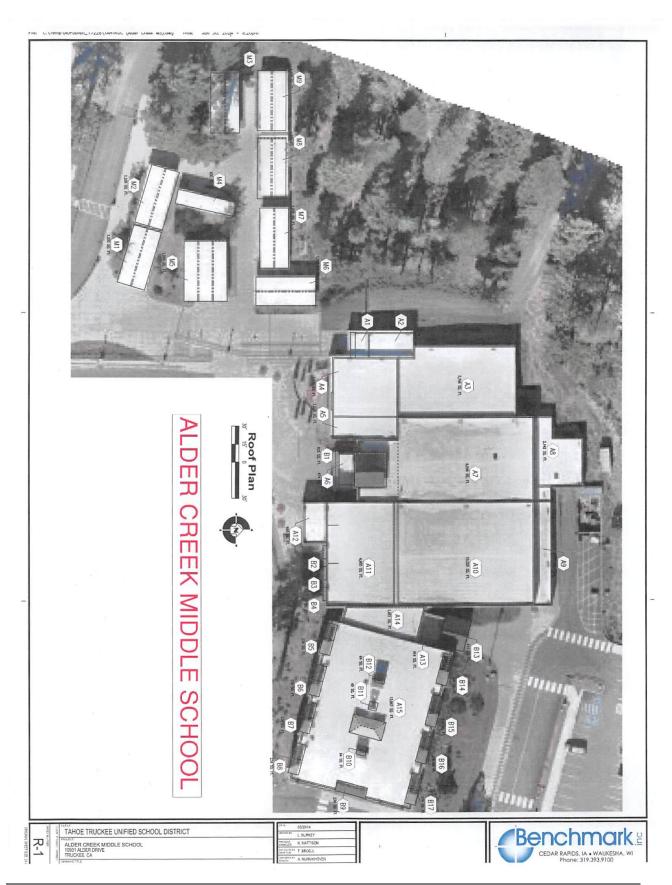
Proposal No.: 00000020000444 REV3

District Wide Roof Evaluations Page 9 March 13, 2025

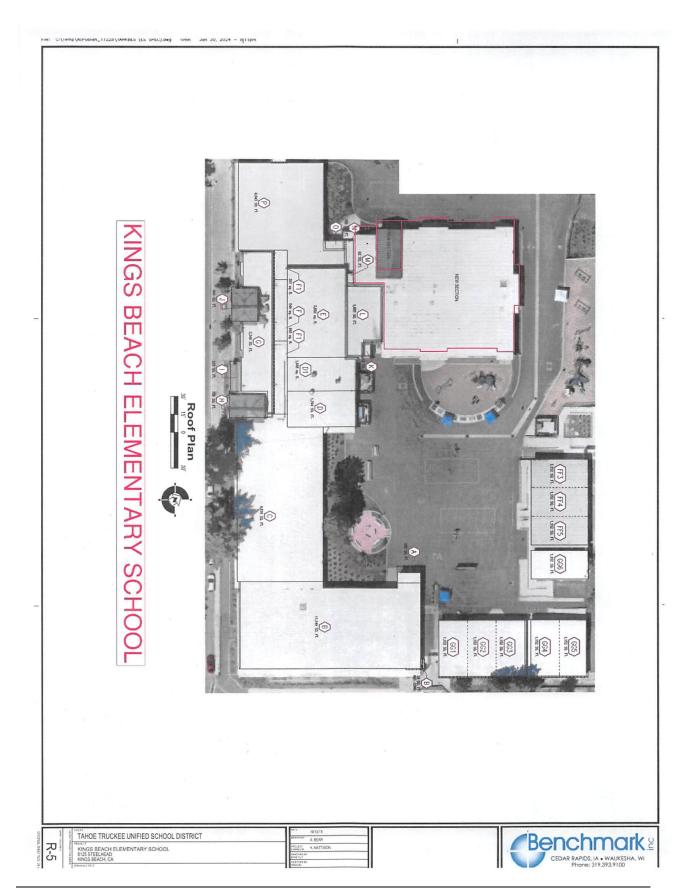
AUTHORIZATION TO PROCEED

Benchmark, Inc., is hereby authorized to proceed with services described in this proposal subject to the attached Terms and Conditions, Exhibit A, of this Services Agreement.

Tahoe Truckee Unified School District	Benchmark, Inc.
Client	Signature
Signature	Name Doug Henkel
Name	Title Senior Consultant
Title	Date March 13, 2025
Date	Reviewed by Prin World
	Sjk/me/ak

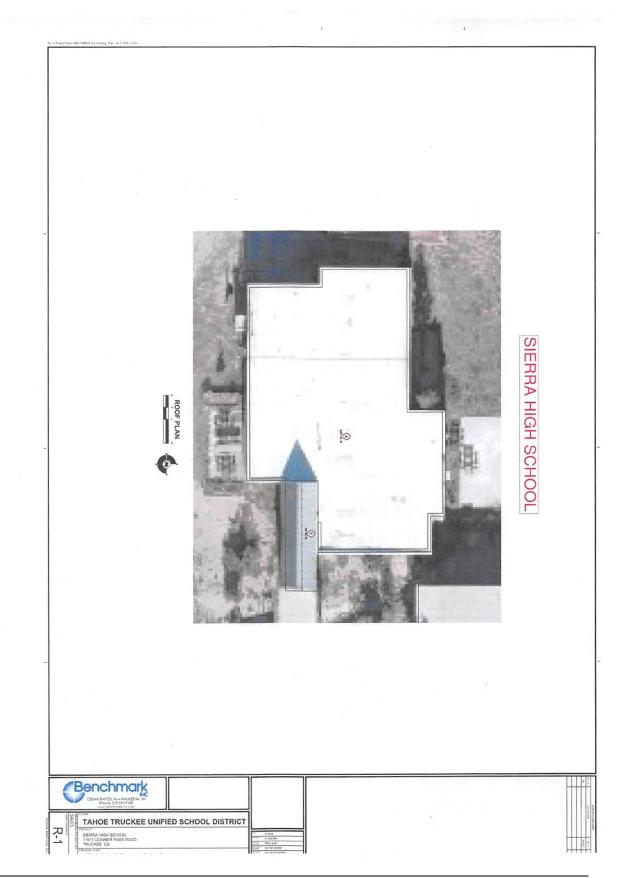


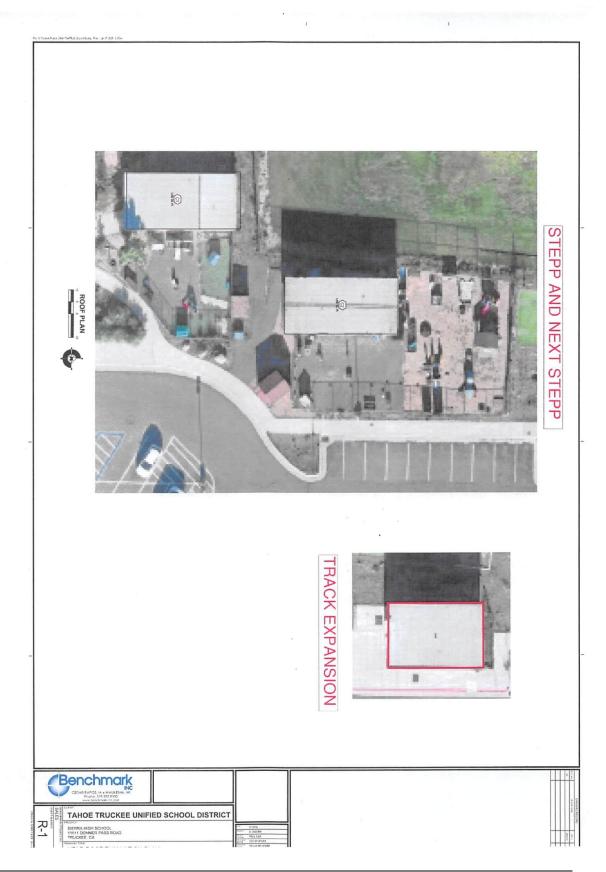


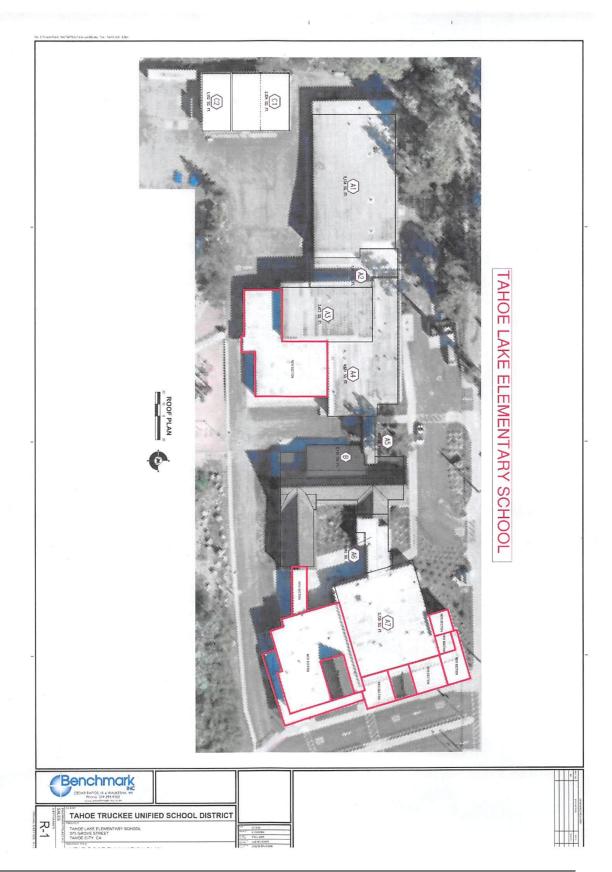












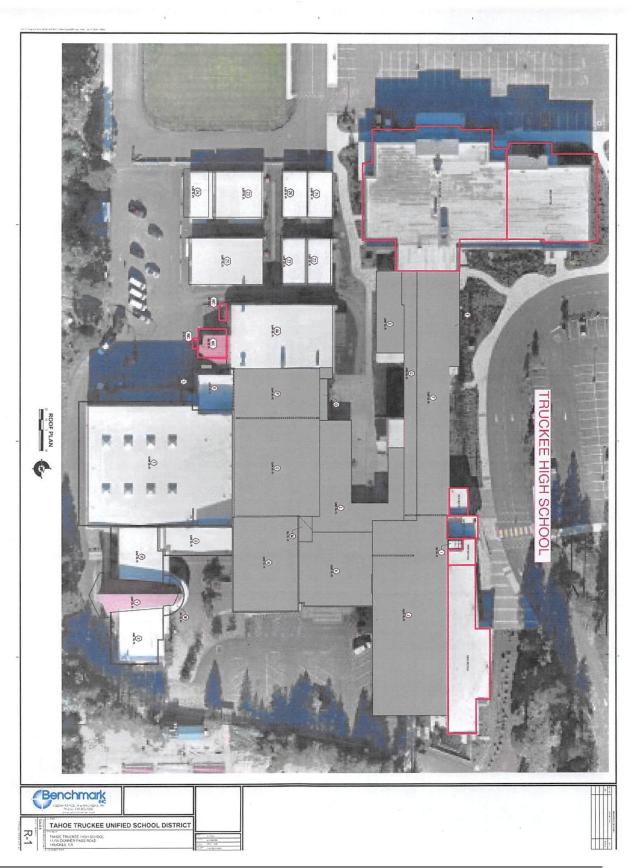




EXHIBIT B HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.



EXHIBIT B

Benchmark, Inc. 2025 Fee Schedule

Consulting Services	<u>Rate</u>
Senior Consultant UAV Pilot Staff Consultant Field Consultant Part-time Construction Observation	\$250.00/Hour \$190.00/Hour \$190.00/Hour \$175.00/Hour \$205.00/Hour

Note: Part-time Construction Observation rate applies when Staff or Field Consultant is contracted to work less than 33 hours in a given week. Rate does not apply for Senior Consultants.

Support Staff Services

IT Consultant	\$145.00/Hour
Drafting Technician	\$130.00/Hour
Account Manager	\$125.00/Hour
Project Coordinator	\$110.00/Hour

Expert Witness Service

Preparing for or providing expert witness testimony

\$400.00/Hour

Reimbursable Expenses

Reimbursement to Benchmark, Inc. of reasonable travel expenses shall include the cost of transportation and lodging expenses, job supplies, document reproduction, shipping costs, equipment rental, etc., as incurred in the direct performance of services authorized by the Client.

At Cost

Meals

Benchmark's employee per diem not-to-exceed allowable federal standard rate

Benchmark, Inc. Owned Vehicle Fee

\$70.00/Day

Subcontracted Services

At Cost, Plus 10%

Effective: January 1, 2025

Benchmark, Inc.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in relevant part:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to selfinsure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its 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:	March 19, 2025
Name of Consultant:	Benchmark, Inc.
Signature:	Mattheway
Print Name and Title	: Matthew Walz, CFO

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

- The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.
- Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

□ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company:	
Name/Company:	
If further space is require of this page.	ed for the list of employees/subcontractors, attach additional copies
Date:	March 19, 2025
Name of Consultant:	Benchmark, Inc.
Signature:	March Cul
Print Name:	<u>Matthew Walz</u>
Title:	<u>CFO</u>