

AGREEMENT

THIS AGREEMENT is made as of the 14 day of May, 2025, in the County of Sonoma, State of California, by and between the Santa Rosa High School District, hereinafter called "District," and Flint Design Build LLC, dba FLINT, hereinafter called "Design-Builder." The District and the Design-Builder may be referred to individually as the "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the District intends to construct TK Classroom Buildings at the current Santa Rosa Middle School and Hilliard Comstock Middle School Campuses located at 500 E St, Santa Rosa and 2750 W Steele Ln, Santa Rosa, California ("Project").

WHEREAS, the District released Request for Proposal ("RFP") seeking proposals to provide alternative design-build services for the Project, as further described in the Scope of Work attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Design-Builder was selected as the best qualified firm following a competitive procurement and evaluation process and represented in its proposal, which is incorporated herein by this reference, that it is qualified to provide the alternative design-build services required by the District as set forth in this Agreement and is fully licensed to provide alternative design-build services in conformity with the laws of the State of California.

WHEREAS, the District and Design-Builder desire enter into this Agreement subject to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, District and Design-Builder agree as follows:

ARTICLE 1. WORK

Design-Builder shall provide all work required by the Contract Documents (the "Work") relating to the SRMS/HCMS TK Classroom Buildings ("Project"), which are incorporated herein by this reference. Design-Builder agrees to do additional Work arising from changes ordered by the District pursuant to Article 7 of the General Conditions. The Design-Builder shall be responsible for providing services for development of the Project, including Schematic Design, Design Development, Construction Documents, and Construction of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

“Contract Documents” means the Advertisement For Alternative Design-Builder Prequalification (as applicable), Request for Proposals, Price Proposal Form, Bid Bond, Proposal Evaluation Process, Project Directory, Preliminary Schedule, Design-Builder’s Proposal, this Agreement, General Conditions, Special Conditions, Specifications, Exhibits, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, any other documents contained in or incorporated into the Contract, and all other documents identified in this Agreement that together form the contract between District and Design-Builder for the Work (the “Contract”).

All of the Contract Documents are intended to be complimentary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

Design-Builder shall be liable for building the facility to specifications set forth in the Contract Documents.

ARTICLE 3. APPROVAL OF PLANS

No construction or alteration of any District facility shall commence prior to the receipt of the written approval of the plans, as to the safety of design and construction, from the Department of General Services.

ARTICLE 4. CONTRACT SUM

Design Services Price: The District shall pay to Design-Builder as full compensation for the Design of the project up to and including approval of plans and specifications for the Project, and inclusive of all applicable taxes and costs, the sum of Six Hundred Twenty Thousand Dollars (\$620,000). Payment of the Design Services Price shall be paid as set forth below:

Design Services Phases	Allocation
90% Completed Construction Documents	\$496,000
Submittal of 100% Completed Construction Documents to DSA	\$62,000
DSA Approval of Construction Documents	\$62,000

Pre-Construction Cost: In addition to the Design Fee, the District will hold an allowance for Pre-Construction for the following items:

Pre-Construction Allowance	Allocation
Early Procurement (e.g., Structural Steel, HVAC Equipment, and associated manufacturing materials)	\$ 5,000,000

The sum of the pre-construction allowance is Five Million Dollars (\$5,000,000). Payment of the Pre-Construction Allowances must be reviewed and approved by the District before being released.

Upon completion of Design Services, the parties shall amend this Agreement to include the Construction Price for the completion of all work contemplated by the project plans, including without limitation all labor, materials, equipment, taxes, and costs. The Construction Price shall be based on the (Price of all construction subcontracts + Price of the construction work) to be performed by the design-build entity) × 1.923%.

ARTICLE 5. CONTRACT TIME

Design Milestones: Design Builder shall be liable for Liquidated Damages for failure to complete the 90% Construction Documents Milestone or the DSA Submittal Milestone as follows:

Milestone Event	Liquidated Damages
90% Construction Documents	Five Hundred Dollars (\$500) per day until 90% Construction Documents submitted to District
DSA Submittal	One-Thousand Dollars (\$1,000) per day until Construction Documents submitted to DSA

The time period between (a) Design-Builder’s submission of the Board-approved Final 100% Plans and Specifications to DSA, and (b) DSA’s first comments regarding the Final 100% Plans and Specifications, shall not count against the Contract Time, and the Design-Builder shall be entitled to a time extension for such time period.

Design-Builder shall commence the Work on the date specified in the Notice to Proceed and fully complete the work by August 11, 2026 (“Contract Time”).

Liquidated Damages for Delayed Substantial Completion of the Work. If the Design-Builder fails to achieve Substantial Completion of the Work within the Construction Contract Time, including adjustments thereto in accordance with the Contract Documents, the DBE shall be subject to assessment of Liquidated Damages in the amount of Two Thousand Dollars (\$2,000) per day from the scheduled date of Substantial Completion until Substantial Completion is achieved.

Delayed Completion of Punchlist Items. If the DBE fails to complete all Punchlist Items noted upon Substantial Completion of the Work within the time established for completion of all Punchlist Items, the DBE shall be subject to assessment of Liquidated Damages in the amount of Two Thousand Dollars (\$2000) per day from the scheduled date of completion of all Punchlist Items until all Punchlist Items are completed.

By its signature hereunder, Design-Builder agrees the time for completion and milestones set forth above is adequate and reasonable to complete the Work.

ARTICLE 6. LIQUIDATED DAMAGES

The Liquidated Damages described are intended to compensate the District for loss of public use and goodwill, and are not intended as a penalty or forfeiture. In the event the amount of Liquidated Damages is not paid, the Design-Builder agrees the District may deduct that amount from any money due or that may become due the Design-Builder under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 7. DESIGN-BUILDER’S COVENANTS AND REPRESENTATIONS

Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the Design-Builder makes the following covenants and representations to District:

- 7.1 Design-Builder and all of its Design Professionals and subcontractors are properly certificated, licensed, and qualified to perform the Work required by the Contract Documents.
- 7.2 Design-Builder accepts the relationship of trust and confidence with the District established by the Contract Documents. Design-Builder shall cooperate with District.

- 7.3 Design-Builder and its Design Professionals have carefully examined the site of the Project and the adjacent areas, have suitably investigated the nature and location of the Construction Work and have satisfied themselves as to the general and local conditions which shall be applicable, including but not limited to: (1) conditions related to site access and to the transportation, disposal, handling and storage of materials; (2) the availability of labor, water, power and roads; (3) normal weather conditions; (4) observable physical conditions at the site and existing site conditions, including size, utility capacities and connection options of external utilities; (5) the surface conditions of the ground; and (6) the character and availability of the equipment and facilities which shall be needed prior to and during the performance of Construction Work.
- 7.4 Design-Builder and its Design Professionals have suitably reviewed the site survey, record documents, seismic data, preliminary geotechnical and other test reports, environmental documents and any other documentation furnished by District in the Exhibits.
- 7.5 Design-Builder and its Design Professionals have carefully reviewed the following Exhibits to the Design-Build Contract: (1) Basis For Program Design; (2) District Furnished Information; and (3) District Standards. Design-Builder acknowledges that these Exhibits establish the scope, level of quality, design intent and the procedures for the development of the design to a state of 100% completion.
- Design-Builder agrees that (1) it shall manage, coordinate and fully complete the design; (2) Design-Builder shall cause its Design Professionals to describe and depict the final design for the Project, as approved by the District, in Construction Documents which shall include all information required by the building trades to complete the construction (other than such details customarily developed by others during construction); and (3) it shall manage and timely construct the Project in consideration for the District's payment of the Contract Sum.
- 7.6 Design-Builder and its Design Professionals have reviewed the Preliminary Schedule attached to the Request for Proposals and agree that the design and construction tasks and milestones are reasonable and feasible, except as modified by Design-Builder's Proposed Contract Schedule, approved by District. Design-Builder also agrees that time is of the essence for the performance of the Work.
- 7.7 Design-Builder agrees that all Construction Documents shall be complete, coordinated, and accurate.
- 7.8 Design-Builder agrees that all materials, equipment, and furnishings incorporated into or used in the Construction Work shall be of good quality, new (unless otherwise required or permitted by the Contract Documents), and free of liens, claims, and security interests of third parties. If required by the District, Design-Builder shall furnish satisfactory evidence as to the kind and quality of the materials, equipment, and furnishings.
- 7.9 Design-Builder agrees that the Work shall be of good quality, free of defects, and shall conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized in writing by the District in advance, may be considered defective.
- 7.10 Design-Builder agrees to correct any error(s), omission(s), or deficiencies in the Contract Documents or Construction Documents at no additional cost to District; however, this provision in no way limits the liability of Design-Builder.

ARTICLE 8. INDEMNIFICATION

Design-Builder shall provide indemnification as set forth in the General Conditions.

ARTICLE 9. PREVAILING WAGES

Design-Builder shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov>, and which must be posted at the job site.

ARTICLE 10. PROJECT STABILIZATION AGREEMENT

Design-Builder shall execute an Agreement to be Bound to the District's Project Stabilization Agreement and comply with the provisions therein.

ARTICLE 11. DUE AUTHORIZATION

The person or persons signing this Agreement on behalf of Design-Builder hereby represent and warrant to District that this Agreement is duly authorized, signed, and delivered by Design-Builder.

ARTICLE 12. NOTICES

All notices under this Agreement shall be in writing and shall be given by electronic mail (e-mail), facsimile transmission, or U.S. mail to the addresses listed below. E-mail and facsimile transmissions shall be documented by the sending Party with transmission receipts and the transmissions shall be deemed received on the date of transmission with delivery confirmation. Transmissions by U.S. mail shall be deemed to have been received forty-eight (48) hours after deposit in the U.S. mail in registered or certified form with postage fully prepaid.

If to the District: Santa Rosa High School District
ATTN: Lisa August
110 Stony Point Rd., Suite 210
Santa Rosa, CA 95401
Email: laugust@srcs.k12.ca.us

If to the Design-Builder: Flint
ATTN: Connor Braun
401 Derek Place
Roseville, CA 95678
Email: cbraun@flintbuilders.com

ARTICLE 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and the Parties acknowledge that the Work is taking place in the County of Sonoma, California.

ARTICLE 14. PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Design-Builder shall comply with all requirements of California law applicable to this Project.

ARTICLE 15. ASSIGNMENT

Design-Builder and District agree that Design-Builder's unique talents, knowledge, and experience form a basis for this Agreement and that the services to be performed by Design-Builder under this Agreement are personal in character. Therefore, Design-Builder not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the express written consent of the District, which consent may be withheld by the District at its sole discretion.

ARTICLE 16. NON-WAIVER

Failure of the Parties to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

ARTICLE 17. SEVERABILITY

Any provisions or portion thereof of this Agreement that is prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement.

[Remainder of page intentionally left blank]

THIS AGREEMENT is entered into by District and Design-Builder as of the date set forth above.

SANTA ROSA HIGH SCHOOL DISTRICT

DESIGN-BUILDER

By: _____
(Signature)

Lisa August _____
(Printed Name)

Acting Superintendent _____
(Title)

(Name of Firm)

(Type of Organization)

By: _____
(Signature)

(Printed Name)

(Title)

Design-Builder's California Contractor License(s):

(Name of Licensee)

(Classification and License Number)

(Expiration Date)

Design-Builder's Employer Identification No:

(XX-XXXXXXX)

Attach notary acknowledgment for all signatures of Design-Builder. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.

EXHIBIT A
Scope of Work