

BRIDGING ARCHITECTURAL SERVICES AGREEMENT

THIS BRIDGING ARCHITECTURAL SERVICES AGREEMENT (“Agreement”) is made as of the 10th day of January, 2024, in the County of Sonoma, by and between the Santa Rosa High School District/Santa Rosa Elementary School District, hereinafter called “District,” and **Hibser Yamauchi Architects, Inc.**, hereinafter called “Bridging Architect.” The District and the Bridging Architect may be referred to individually as the “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the District intends to construct a [**District Office & Education Center**] located at 211 Ridgway Avenue, Santa Rosa, California (“Project”).

WHEREAS, the District released Request for Qualifications (“RFQ”) seeking proposals to provide architectural services, which services include preparation of performance specifications for the Project and other services as further described in the Scope of Work attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Bridging Architect was selected as the best qualified firm following a competitive procurement and evaluation process and represented its proposal that it is qualified to provide the bridging architectural services required by the District as set forth in this Agreement and is fully licensed to provide bridging architectural services in conformity with the laws of the State of California.

WHEREAS, District and Bridging Architect 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 Bridging Architect agree as follows:

ARTICLE I BRIDGING ARCHITECT’S SERVICES AND RESPONSIBILITIES

Section 1. The Bridging Architect’s professional services shall consist of those services performed by the Bridging Architect and its employees, agents and consultants, as further described in Exhibit A (“Work”).

Section 2. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Bridging Architect. The Project schedule (“Project Schedule”) is set forth in Exhibit B, attached hereto and incorporated herein. Bridging Architect agrees that the Project Schedule includes reasonable allowances for completion of the Work, including all time required for District’s review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and Work, as applicable. The Project Schedule may be adjusted as the Project proceeds by mutual written agreement executed by both Parties. Should the progress of the Work under this Agreement at any time fall behind schedule for any reason other than delays determined by the District to be beyond the control of the Bridging Architect, Bridging Architect shall apply such additional manpower and resources as necessary, without any additional compensation, to bring progress of the Work under this Agreement

back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

ARTICLE II SCOPE OF BRIDGING ARCHITECT'S SERVICES

Section 1. The Bridging Architect's basic services include those services, as further described in Exhibit A, needed to prepare the design criteria, performance specifications, and other Project-specific material to provide the basis for the competitive procurement and selection of a Design-Build entity, as authorized in California Education Code Section 17250.10 et seq, to design and construct the Project. Bridging Architect acknowledges that the District anticipates constructing the Project using the Design-Build construction delivery method.

Section 2. The District has employed a construction manager, Van Pelt Construction Services ("CM"), to assist it on the Project encompassed by this Agreement. The Bridging Architect shall complete the Work under the direction of the CM and shall work with the CM in a cooperative and professional manner to ensure the orderly and timely completion of the Work. Bridging Architect shall also coordinate with any other District consultants or employees involved with the Project as directed by the District.

Section 3. The duties, responsibilities and limitations of authority of the Bridging Architect shall not be restricted, modified, or extended without written agreement between the District and Bridging Architect.

Section 4. The Bridging Architect shall comply with all federal, state, and local laws, rules, regulations, and ordinances that are applicable to the Project.

Section 5. To the extent that Bridging Architect's services include preparing performance specifications and/or plans, Bridging Architect must be duly licensed or registered in this state to perform the services required by the Field Act, as defined in Section 17281.

Section 6. Pursuant to Education Code Section 17250.10 et seq., Bridging Architect acknowledges and agrees that it shall not be eligible to participate in the competition with the Design-Build entity, it cannot also serve as the Design-Build entity for this Project, and it shall not perform work on the Project as a subcontractor.

Section 7. Notwithstanding the foregoing, the District may, in its sole discretion, elect to utilize the Design-Bid-Build project delivery methodology instead of the Design-Build methodology, and ask Bridging Architect to serve as the District's principal Project architect. In such case, the District shall provide Bridging Architect with a proposed revised scope of services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the District may, in its sole discretion, request.

ARTICLE III INDEPENDENT CONTRACTOR AND QUALIFIED PERSONNEL

Section 1. Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Bridging Architect. As referenced in the RFQ, Bridging Architect was selected to complete the Work based on the skills and experience of the team proposed in the RFQ and such team members shall complete the Work, unless agreed to otherwise in writing by the District. It is recognized that the listed personnel may in the future cease to be employed by Bridging

Architect and because of the termination of such employment no longer able to provide services related to the Work; however, Bridging Architect agrees that replacement of any of the listed personnel for such reason shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of the District. Any costs associated with replacement of personnel shall be borne exclusively by Bridging Architect.

Section 2. Bridging Architect's employees shall be licensed to practice in California. If any employee or consultant of the Bridging Architect is not acceptable to District, then that individual shall be replaced with an acceptable, competent person at District's request.

Section 3. Bridging Architect, in the performance of this Agreement, shall be and act as an independent contractor. Bridging Architect understands and agrees that Bridging Architect and all of Bridging Architect's employees shall not be considered officers, employees, or agents 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 Workers' Compensation. Bridging Architect assumes the full responsibility for the acts and/or omissions of Bridging Architect's employees or agents as they relate to the services to be provided under this Agreement. Bridging Architect shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for Bridging Architect's employees, agents, and contractors.

Section 4. Bridging Architect shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the services delivered in accordance with this Agreement.

Section 5. Bridging Architect agrees that should the personnel assigned to the Project and agreed to by the District not continue their assignments on the Project during the entire term of this Agreement, then Bridging Architect shall not charge District for the cost of training or "bringing up to speed" replacement personnel.

ARTICLE IV COMPENSATION

Section 1. It is the obligation of the Bridging Architect to design the Project in a manner that will enable this Project to be constructed for a Construction Cost that does not exceed the Project Construction Budget for such Project and for the Project as a whole. No adjustments shall be made to a Project Construction Budget except for (i) fluctuations in general levels of prices in the construction industry as reflected by the ENR Index; or (ii) changes requested in writing by District to the Project or Project Schedule; or (iii) other adjustments increasing the Project Construction Budget that the District determines, in its sole and reasonable discretion, are appropriate or necessary. Bridging Architect shall notify the Construction Manager and the District promptly upon becoming aware of any circumstance that Bridging Architect knows, or should have known in the exercise of the Standard of Care required by this Agreement, may require an adjustment in a Project Construction Budget. Failure by Bridging Architect to provide such timely written notice may result in its waiving the right to an adjustment of a Project Construction Budget on account of such circumstance. Wherever it is stated in this Agreement that District has the right to direct that Bridging Architect, at its own expense, furnish design services to reduce the scope of the Project while maintaining the District design standards, if any and/or if applicable, to meet the requirements of the agreed-upon Project Construction Budget, such right shall not be interpreted as creating an obligation on the part of District to extend such opportunity for redesign to Bridging Architect nor as a

waiver of, or limitation on, the District's right, in lieu of requesting the performance of such redesign services, to exercise its other rights provided for at law or under this Agreement, including, without limitation, the right to terminate this Agreement for cause or for convenience. The District's initial Project Construction Budget is: **\$87,995,200**.

In preparing estimates of the Cost of Work, the Bridging Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the District's Project Construction Budget. The Bridging Architect's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques.

Section 2. District shall pay Bridging Architect compensation according to the Compensation Schedule established in Exhibit C, "Payments to Bridging Architect," attached hereto and incorporated herein. This amount is full and complete consideration to the Bridging Architect for all the services, hours, overhead, fringe benefits, taxes, fees, and other allowable direct costs incurred in connection with the Work.

Section 3. District shall pay Bridging Architect in monthly payments for services in an amount which the District concludes is the value of the services that have been properly performed in accordance with this Agreement as of the last day of the immediately preceding month and is invoiced and due. Payment shall be less any retention in accordance with Civil Code Section 3320.

Section 4. Invoices furnished by Bridging Architect under this Agreement must be in a form acceptable to the District.

Section 5. District shall not reimburse Bridging Architect for services, materials, equipment, or supplies provided by Bridging Architect beyond the scope of the services, materials, equipment, and supplies agreed upon in the Agreement unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

Section 6. If Additional Services during the Work are requested in writing by the District, the District shall issue a work authorization describing the additional work. The Bridging Architect shall be compensated for the additional work on an hourly rate basis based on the rates included in Exhibit D, attached hereto and incorporated herein.

ARTICLE V BIDDING AND AWARD PHASE

Section 1. The CM shall have the primary role in managing the procurement process. As requested by the District, the Bridging Architect shall assist the CM and District in the preparation of the Request for Proposals to select a Design-Build entity to complete the design and construction of the Project. Bridging Architect, as part of the Work, shall prepare the design criteria, performance specifications, and other Project-specific material sufficiently to provide the basis for the competitive procurement of a Design-Build entity for the design and construction of the Project as authorized in Education Code Section 17250.10 et seq.

Section 2. The Bridging Architect shall assist the CM and District, as needed, in responding to questions from proposers and shall assist with the evaluation of the responses to the Request for Proposals, as requested by the District.

Section 3. If the estimate for the cost of construction is exceeded by the lowest proposal by more than ten percent (10%), District may require the Bridging Architect, without additional compensation, to modify the documents for which the Bridging Architect is responsible under this Agreement as necessary to bring Project costs within ten percent (10%) of such estimate. Alternatively, District may require the Bridging Architect to perform one or more of the following tasks at no additional cost to District: (1) Prepare, at no additional cost, deductive change packages which bring the Project within ten percent (10%) of the estimate; or (2) Cooperate in revising the Project scope and quality as required to reduce the construction costs to within ten percent (10%) of the estimate.

ARTICLE VI CONSTRUCTION PHASE

Section 1. During the design and construction of the Project by the selected Design-Build entity, Bridging Architect shall perform additional duties as directed by the District, including potential design oversight under direction of CM following selection of Design-Build entity and commencement of finalization of Project design by Design-Build entity.

Section 2. Bridging Architect may be asked to assist the CM with quality control coordination during the design and construction of the Project by the selected Design-Build entity.

Section 3. Upon request by the District, Bridging Architect shall review and respond to all Requests for Information (“RFI”) in a timely manner, following selection of Design-Build entity and commencement of finalization of Project design by Design-Build entity. The Bridging Architect shall work to provide an expedited review of RFIs, with the goal of providing responses within five (5) calendar days of submission, but in no instances shall such response be furnished more than fifteen (15) calendar days from submission without good cause.

ARTICLE VII OWNERSHIP OF DOCUMENTS

Section 1. Although the official copyright in all Project documents shall remain with the Bridging Architect or other applicable Consultants, the plans, specifications, and estimates for the Project shall be and remain the property of District, pursuant to applicable law.

Section 2. In the event the District completes, modifies, or uses the plans, specifications, studies, drawings, estimates, other documents, or any other works of authorship prepared by the Bridging Architect following conclusion of this Project, or at such other time or circumstance where the Bridging Architect is not directly supervising the completion, modification, utilization, and/or application of the aforementioned documents and/or work, the District acknowledges that such use shall be at the District’s sole risk and without liability to the Bridging Architect, its employees, and its consultants. The District agrees to indemnify, defend, and hold harmless the Bridging Architect, its employees and consultants, from and against any and all damage, liability or cost, included but not limited to attorney’s fees, litigation costs, claims, suits, or any other costs associated with such use. The District further agrees to remove the names and seals of the Bridging Architect and the Bridging Architect’s Consultants from the title block and signature pages in the event of any re-use by District. Prior to re-use of the Bridging Architect’s documents, the District agrees to notify the Bridging Architect in writing of such re-use.

ARTICLE VIII RE-USE OF DOCUMENTS

Section 1. In the event District ever desires, and it is mutually considered feasible, to erect all or part of another project which would be essentially identical to the Project, which is the subject of this Agreement, the Bridging Architect agrees to:

- (a) Re-use as a separate project its design and performance specifications where feasible.
- (b) Prepare with appropriate compensation such modifications as may be dictated by current codes, topography, soils conditions, utility services, existing construction, and similar conditions.
- (c) Perform with appropriate compensation, as far as applicable, all of the services provided by this Agreement.
- (d) In the event the District re-uses the Work, the Bridging Architect's fees shall take into account that no royalty shall be paid for the re-used documents.

Section 2. The Bridging Architect shall retain the right to use the design, plans, drawings, and specifications prepared or provided by the Bridging Architect, its consultants, or sub-consultants for re-use on other projects for other districts or owners. Such re-use shall not entitle the District to any notification, payment of any royalty, license fee, or other consideration, unless such design, plans, drawings, and specifications have information that is proprietary and/or confidential to the District.

ARTICLE IX ADDITIONAL ARCHITECT'S SERVICES

Section 1. Bridging Architect shall notify District in writing of the need for additional services required due to circumstances beyond the control of the Bridging Architect. Bridging Architect shall obtain written authorization from District before rendering such services. Compensation for such services shall be negotiated and subject to District approval. Additional services shall be compensated at an hourly rate as set forth in Exhibit D. Such services shall include:

- (a) Review of Design-Build Contractor's construction documents for conformance with Bridging Documents requirements, and review of construction for conformance with Bridging Documents requirements

ARTICLE X BRIDGING ARCHITECT REPRESENTATIONS

Section 1. Bridging Architect represents that it has reviewed Exhibit A concerning the services to be provided by the Bridging Architect, and that in its professional judgment the services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit C and within the times specified in the Project Schedule in Exhibit B.

Section 2. Bridging Architect represents that it is qualified to perform the Work and that it possesses, and shall continue to possess at its sole cost and expense, the necessary licenses and/or permits

required to perform the Work or shall obtain such licenses and/or permits prior to time such licenses and/or permits are required. Bridging Architect also represents that it has knowledge of, and shall comply with, all applicable building codes, laws, regulations, and ordinances.

Section 3. Bridging Architect represents that it has the specialized expertise in designing facilities similar to those intended for the Project, which expertise was represented in the Statement of Qualifications included with Bridging Architect's proposal for the Work. Bridging Architect agrees that the Work shall be performed in a manner that conforms to the standards of professional practice observed by a specialist in performing services pertaining to the design of criteria and performance specifications for the construction of the Project and all other aspects of the Work ("Standard of Care"). Bridging Architect agrees that for a period of one (1) year after the completion of the Work, it shall re-perform or replace any part or all of the Work deemed by District to be defective and/or not meeting the Standard of Care.

Section 4. The granting of any progress payment by District, or the receipt thereof by Bridging Architect, or any inspection, review, approval, or oral statement by any representative of District or any other governmental entity, shall in no way waive or limit the obligations in this Article X or lessen the liability of Bridging Architect for unsatisfactory services, including, but not limited to, cases where the defective or below standard services may not have been apparent or detected at the time of such payment, inspection, review, or approval.

ARTICLE XI COMPLIANCE WITH LAWS

Section 1. Bridging Architect shall comply with the Standard of Care, as defined in this Agreement, in the interpretation and application of all applicable laws in the performance of the Work, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect as of the Effective Date.

ARTICLE XII DISTRICT'S RESPONSIBILITIES

Section 1. District shall provide to the Bridging Architect information regarding requirements for the Project, including information regarding District's site, program, objectives, constraints, criteria, educational program, realistic budgets, and schedules.

Section 2. District shall notify the Bridging Architect of administrative procedures required and name a representative authorized to act on its behalf. District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

Section 3. The District shall approve a current, overall budget for the Project, including the construction costs for the Project.

ARTICLE XIII INDEMNIFICATION AND LIABILITY OF DISTRICT

Section 1. Pursuant to Civil Code Section 2782.8, to the fullest extent permitted by law, Bridging Architect shall defend (including providing legal counsel reasonably acceptable to District at no cost to District), indemnify and hold harmless the District, members of the District's Board of Trustees, and District's officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury, expense, and

liability of every kind, nature, and description, at law or equity, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Bridging Architect, including any employee, agent, or subconsultant, or anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the gross negligence or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

Section 2. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract, tort, or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Work, or the Project.

Section 3. Bridging Architect represents that it has secured all necessary licenses, consents, and/or approvals to use the components of any intellectual property, including computer software used in providing services under this Agreement, and that District has full legal title to and the right to reproduce such materials. Bridging Architect agrees to defend, indemnify, and hold District harmless for any loss, claim, or liability in any way related to a claim that District is violating Federal, State, or local law, or any contractual provisions, relating to trade names, licenses, franchises, patents, or other means of protecting interests in products or inventions. Bridging Architect shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement. In the event any such materials, equipment, devices, or processes are held to constitute an infringement and their use is enjoined, Bridging Architect, at its sole expense, shall either (1) secure for District the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for District; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

ARTICLE XIV INSURANCE

Section 1. Bridging Architect shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District whose acceptance shall not be unreasonably withheld, which shall protect Bridging Architect and District from claims that may arise out of or result from Bridging Architect's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (a) General Liability (including operations, products and completed operations, as applicable): Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile Liability: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (c) Employers' Liability: One Million Dollars (\$1,000,000) each accident; One Million Dollars (\$1,000,000) policy limit bodily injury by disease; One Million Dollars (\$1,000,000) each employee bodily injury by disease.
- (d) Errors and Omissions Liability: Five Million Dollars (\$5,000,000) per occurrence.
- (e) Workers' Compensation: As required by State of California.

Section 2. Each policy of insurance required herein shall name District and its officers, agents, and employees as additional insureds and shall state that, with respect to the operations of Bridging Architect hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance. Each policy of insurance required shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation, and shall waive all rights of subrogation. Bridging Architect shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing the Work, Bridging Architect shall deliver to District certificates of insurance as evidence of compliance with the requirements herein, including certificates of insurance for the Bridging Architect's subcontractors. In the event Bridging Architect fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Bridging Architect, and in such event Bridging Architect shall reimburse District upon demand for the cost thereof.

Section 3. With respect to Professional Liability, when it is required, coverage must be maintained, and evidence provided, for two (2) years following the termination of this Agreement. Bridging Architect shall include the contract number on all insurance-related correspondence (i.e., the insurance certificate itself). Carriers must be qualified to do business in California and maintain an agent for service of process within California.

Section 4. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Section 5. The Bridging Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Bridging Architect, and the District shall be named as an additional insured.

ARTICLE XV SUSPENSION AND TERMINATION

Section 1. Suspension of Work. District may suspend all or part of the performance by Bridging Architect under this Agreement by providing a written notice for such period of time as specified by District, at the District's sole discretion and for its convenience. Upon such suspension, District shall pay Bridging Architect all compensation due and owing, except for any payments in dispute. Bridging Architect shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from District to resume performance.

Section 2. Termination for Convenience. District may terminate this Agreement, in whole or in part, at any time by written notice to the Bridging Architect upon a determination by District that termination of the Agreement is in the best interest of District. The Bridging Architect shall be paid its costs on all Work performed up to the time of termination, except for any payments in dispute. If the Bridging

Architect claims to have a termination claim, Contractor shall promptly comply with the dispute process provided for in Article XVII herein.

Section 3. Termination for Default. District may, by written notice of default to the Bridging Architect, terminate all or any part of the Agreement in any one of the following circumstances:

- (a) If Bridging Architect fails to perform services within the time specified or any extension thereof.
- (b) If Bridging Architect fails to perform any of the provisions of the Agreement, or so fails to make progress as to endanger performance of the Work in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days after receipt of written notice from District specifying such failure.

Section 4. Should District terminate the Agreement in whole or in part as provided for in this Article XV, District shall be entitled, but is not required, to procure services and materials similar to those so terminated so as to carry out the intent of the Agreement, and shall be entitled, but is not required, to complete the Work hereunder or engage another to do so. Bridging Architect shall be liable for all costs and damages incurred by District in procuring such similar service, materials, and/or Work. District may utilize disputed payments due Contractor towards reimbursement of District's cost and damages.

Section 5. If, after notice of termination of this Agreement for Default, it is determined for any reason that the Bridging Architect was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Article XV, Section 2, "Termination for Convenience," above, and Bridging Architect shall be reimbursed for reasonable costs incurred under the terms of this Article XV.

Section 6. In the event of termination for convenience or cause, Bridging Architect shall promptly deliver to District all documents, including but not limited to all plans, drawings, designs, specifications, technical reports, operating manuals, notes, data, documentation, estimates, and computer software (in source code and object form code), pertaining to the Bridging Architect's services performed through and including the effective date of termination.

ARTICLE XVI ACCOUNTING RECORDS OF THE BRIDGING ARCHITECT

Section 1. Bridging Architect shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media, and documents of any sort prepared by or furnished to Bridging Architect during the course of performing the Work and providing services with respect to the Project, for a period of at least five (5) years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Bridging Architect's personnel costs, Bridging Architect's costs, and reimbursable expenses pertaining to the Work and/or Additional Services shall be kept on a generally recognized accounting basis, and shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Bridging Architect shall not destroy any Project records until after advising District and allowing District the option to accept and store the records.

**ARTICLE XVII
ALTERNATIVE DISPUTE RESOLUTION**

Section 1. Preliminary Procedures. If either Party possesses a claim or dispute with respect to the duties and responsibilities required under this Agreement, that Party shall give the other written notice and demand an informal conference to meet and confer for settlement of the issues in dispute. Notice shall be given within fifteen (15) calendar days of knowledge of the claim or dispute. Upon receipt of a Party's demand, the other Party shall schedule a meet and confer conference, to take place within ten (10) calendar days, or within a timeframe otherwise agreed to in writing by the Parties, at a time and location convenient to all Parties. Senior representatives of District and Bridging Architect, with the authority to settle on the Party's behalf, shall attend the meet and confer conference, in good faith, in an attempt to resolve any controversy or claim between the Parties. Attendance at this conference shall be a condition precedent to the initiation of mediation or a civil action.

Section 2. Further Resolution. If the dispute remains unresolved after such meet and confer conference, either Party may seek resolution through referral to non-binding mediation.

Section 3. Continuing Work. Pending resolution of this dispute, Bridging Architect agrees to continue the Work diligently to completion and the District agrees to make progress payments in accordance with this Agreement, except that the District may withhold only those funds that are in dispute.

**ARTICLE XVIII
NOTICES**

Section 1. 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/Santa Rosa Elementary School District
ATTN: Lisa August
211 Ridgway Avenue
Santa Rosa, CA 95401

If to the Bridging Architect: Hibser Yamauchi Architects, Inc.
ATTN: Lee Pollard
300 27th Street
Oakland, CA 94612

**ARTICLE XIX
MISCELLANEOUS**

Section 1. 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.

Section 2. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either District or Bridging Architect.

Section 3. Assignment. Bridging Architect and District agree that Bridging Architect's unique talents, knowledge, and experience form a basis for this Agreement and that the services to be performed by Bridging Architect under this Agreement are personal in character. Therefore, Bridging Architect shall 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.

Section 4. Entire Agreement. This Agreement represents the entire Agreement between District and Bridging Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both District and the Bridging Architect.

Section 5. 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.

Section 6. 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.

Section 7. Non-Discrimination. Bridging Architect shall not discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Section 8. Interpretation. To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either Party, the terms of this Agreement shall control.

Section 9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**SANTA ROSA HIGH SCHOOL DISTRICT
SANTA ROSA ELEMENTARY SCHOOL
DISTRICT**

**Hibser Yamauchi Architects, Inc.
300 27th Street
Oakland, CA 94612**

By: _____
Its: _____
Name: _____

By: Lee Pollard
Its: Principal
Name: Lee Pollard

Exhibit A

Scope of Work

- The Bridging Architect shall:
 - Review the District's Project budget and time table, and shall confirm in writing that the Project can be designed and constructed for the budget and within the proposed completion schedule;
 - Prepare preliminary estimates of construction costs and times of completion for the Project;
 - Investigate existing conditions through site visits and otherwise to determine scope of work and effects on design and construction;
 - Advise CM as to the necessity of obtaining additional information related to the site necessary for purposes of design;
 - Prepare the design criteria, performance specifications, and other project-specific material sufficient to provide the basis for competitive procurement of Design-Build entity in accordance with Education Code Section 17250.10 et seq. The bridging documents shall be of sufficient detail to show design intent of the District with regard to the Project and to allow potential Design-Build contractors to prepare a detailed proposal in response to a request for proposals. Additionally, the bridging documents shall specify the exact or minimum amount of usable floor areas required, and the environmental conditions (power, light, heating, cooling, ventilation, etc.) required for the Project and, as appropriate and requested by the District, specific design directives and performance criteria for certain portions of the Project. Such bridging documents shall include, but not be limited to:
 - Site plans, architectural, structural, mechanical and electrical floor plans, and elevations; cross sections and other mutually agreed-upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements;
 - Design-Build specifications for each specification section describing character and quality of the entire Project; and
 - A tabulation of both gross and assignable floor areas in a comparison to the approved schematic program area requirements and to the initial program area requirements.
 - Provide drawings that indicate the scope of work included in the bid package with sufficient detail to enable preparation of an accurate proposal by a proposing Design-Build entity and which shall guide the Design-Build entity to successfully design and construct the facility needed by the District within the planned budget and construction schedule;
 - Assist and work with District counsel in preparation of request for proposals for selection of a Design-Build entity in accordance with Education Code Section 17250.10 et seq.;

- Assist District in the procurement of a Design-Build entity, including evaluation of proposals received from Design-Build entities;
 - Participate in all meetings determined to be necessary (with CM, District, and other interested parties) to ensure the successful completion of the Project;
 - As requested by District, provide a presentation to the District's Board of Trustees ("Board") concerning the completed bridging documents to assist with obtaining Project approvals from the District's Board; and
 - Perform additional duties as directed by the District, including potential design oversight under direction of CM following selection of Design-Build entity and commencement of finalization of Project design by Design-Build entity.
- Deliverables:
 - Bridging Documents for Design-Build RFP/Q.
 - Project Team:
 - Jorge Rico, Senior Associate; Lee Pollard, Principal
 - Total Proposed Fee:
 - Fifty Thousand Two Hundred Ten Dollars (\$50,210).

Exhibit B

Project Schedule

To Be Determined...

Exhibit C**Compensation Schedule**

District shall pay Bridging Architect for basic services rendered in accordance with Exhibit A, and, for the phases listed below. Bridging Architect shall revise the initial Project construction budget, as needed, to reflect changes to the District's objectives, schedule, budget constraints, and any other criteria that are provided to the Bridging Architect by the District. The District shall approve the Project construction budget and this shall be the "budget" for each phase as set forth in this Agreement. Within each phase listed below, Bridging Architect shall be paid according to its percentage completion of each phase.

<u>PHASE</u>	<u>AMOUNT</u>
Program Verification Phase	10%
Schematic Design Phase	25%
Bridging Phase	35%
Design Build Procurement Phase	20%
<u>Final Design Monitoring Phase</u>	<u>10%</u>
TOTAL BASIC SERVICES	100%

Exhibit D

Hourly Rates: See Attached



HIBSER YAMAUCHI Architects, Inc.

2023 Billing Rates

Architectural

Principal	\$240 per hour
Associate	\$200 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$175 per hour
Project Architect	\$160 per hour
Job Captain	\$145 per hour
Senior Draftsperson	\$130 per hour
Draftsperson	\$120 per hour
Jr. Draftsperson	\$110 per hour
Project Coordinator	\$95 per hour
CASp Access Specialist	\$170 per hour

Interiors

Lead interior Designer	\$175 per hour
Senior Interior Designer	\$145 per hour
Interior Designer	\$120 per hour
Staff Designer	\$110 per hour

Administrative Staff \$85 per hour

(rates subject to change annually)


Certificate Of Completion

Envelope Id: 13469920F2714BB0975C280771039F54	Status: Completed
Subject: Complete with DocuSign: SRCS_DO & Ed_HY Archit_Bridging Architect Service Agreement.pdf	
Source Envelope:	
Document Pages: 18	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jonette Johnson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4707 Mangles Boulevard
	Fairfield, CA 94534
	jonette.johnson@vpcsonline.com
	IP Address: 157.131.81.166

Record Tracking

Status: Original	Holder: Jonette Johnson	Location: DocuSign
1/22/2024 2:36:39 PM	jonette.johnson@vpcsonline.com	

Signer Events

Signer Events	Signature	Timestamp
Lee Pollard lpollard@hy-arch.com Principal Hibser Yamauchi Architects, Inc. Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 99.23.124.105	Sent: 1/22/2024 2:46:05 PM Resent: 1/23/2024 12:35:29 PM Viewed: 1/23/2024 12:36:05 PM Signed: 1/23/2024 12:36:28 PM

Electronic Record and Signature Disclosure:
Accepted: 1/23/2024 12:36:05 PM
ID: f8ca7017-d3b1-45ff-ba81-ad28e06df7d5

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
--------	-----------

Intermediary Delivery Events

Status	Timestamp
--------	-----------

Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
Brian Cameron brian@vpcsonline.com Project Manager Van Pelt Construction Services Security Level: Email, Account Authentication (None)	 Sent: 1/23/2024 12:36:28 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
Envelope Sent	1/22/2024 2:46:05 PM
Certified Delivered	1/23/2024 12:36:05 PM
Signing Complete	1/23/2024 12:36:28 PM
Completed	1/23/2024 12:36:28 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Van Pelt Construction Services:

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

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

To advise Van Pelt Construction Services of your new email address

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

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

To request paper copies from Van Pelt Construction Services

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

To withdraw your consent with Van Pelt Construction Services

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

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

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

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

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- Until or unless you notify Van Pelt Construction Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Van Pelt Construction Services during the course of your relationship with Van Pelt Construction Services.