

**AGREEMENT FOR BRIDGING ARCHITECTURAL/ENGINEERING SERVICES  
BY AND BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND  
GUIDEPOST SOLUTIONS, LLC FOR  
ACCESS CONTROL SECURITY SYSTEM PROJECT**

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## AGREEMENT FOR BRIDGING ARCHITECT SERVICES

This Agreement for Bridging Architect Services is made as of the 20th day of January 2022, between the **Mountain View Whisman School District**, a California public school district, (“District”) and Guidepost Solutions, LLC, a California corporation (“Bridging Architect”) (individually a “Party” and collectively the “Parties”), for the following project (“Project”):

Access Control Security System Project, located at:

1. Mountain View Whisman School District Office - 1400 Montecito Ave, Mountain View, CA 94043
2. Benjamin Bubb Elementary School - 525 Hans Ave, Mountain View, CA 94040
3. Edith Landels Elementary School - 115 West Dana St., Mountain View, CA 94041
4. Amy Imai Elementary School - 253 Martens Ave., Mountain View, CA 94040
5. Gabriela Mistral Elementary School - 505 Escuela Ave, Mountain View, CA 94040
6. Jose Antonio Vargas Elementary School - 220 N. Whisman Rd, Mountain View, CA 94043
7. Mariano Castro Elementary School - 500 Toft St., Mountain View, CA 94041
8. Monta Loma Elementary School - 460 Thompson Ave., Mountain View, CA 94043
9. Stevenson Elementary School - 750 San Pierre Way, Mountain View, CA 94043
10. Theuerkauf Elementary School - 1625 San Luis Ave., Mountain View, CA 94043
11. Crittenden Middle School - 1701 Rock St., Mountain View, CA 94043
12. Graham Middle School - 1175 Castro St., Mountain View, CA 94040

as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Bridging Architect shall invoice for each component separately and District shall compensate Bridging Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

WITNESSETH, that for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### **Article 1. Scope, Responsibilities, and Services of Bridging Architect**

- 1.1. Bridging Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Bridging Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 1.2. Bridging Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Bridging Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 1.3. Bridging Architect shall provide Services that comply with professional standards and applicable requirements of federal, state, and local law including, without limitation:

- 1.3.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.
- 1.3.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 1.3.3. Americans with Disabilities Act.
- 1.3.4. Education Code of the State of California.
- 1.3.5. Government Code of the State of California.
- 1.3.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 1.3.7. Public Contract Code of the State of California.
- 1.3.8. U. S. Copyright Act.
- 1.4. Bridging Architect shall contract for or employ at Bridging Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Bridging Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Bridging Architect under terms of the Agreement.
- 1.5. Bridging Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 1.6. Bridging Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies.
- 1.7. Bridging Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 1.8. Bridging Architect shall coordinate and integrate its work with any of the following information and/or services as provided by District:
  - 1.8.1. Ground contamination or hazardous material analysis.
  - 1.8.2. Any asbestos and/or lead testing, design or abatement.
  - 1.8.3. Compliance with the California Environmental Quality Act ("CEQA"). Bridging Architect agrees to coordinate its work with that of any CEQA consultants retained by the District.
  - 1.8.4. Historical significance report.
  - 1.8.5. Soils investigation.
  - 1.8.6. Geotechnical hazard report, except as indicated in **Exhibit A**.
  - 1.8.7. Topographic surveys of existing conditions.

1.8.8. State and local agency permit fees.

1.8.9. Commissioning Agent and Reports.

1.8.10. Testing and Inspection.

**Article 2. Bridging Architect Staff**

2.1. The Bridging Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

2.2. The Bridging Architect agrees that the following key people in Bridging Architect’s firm shall be associated with the Project in the following capacities:

Vice Principal in Charge:	Nick Heywood
Project Director:	_____
	_____
	_____
Major Consultants:	
	Electrical: _____
	Mechanical: _____
	Structural: _____
	Civil: _____
	Landscape: _____
	Food Service: _____
	Estimating: _____
	Acoustics: _____
	_____:
	_____

\*all proposed Consultants are subject to review and acceptance by the District prior to commencing work on the Project. The District reserves the right to replace any consultant in the best interest of the Project.

2.3. The Bridging Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Bridging Architect. In either case, District shall be allowed to interview and approve replacement personnel.

2.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Bridging Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.

2.5. Bridging Architect represents that the Bridging Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Bridging Architect.

2.6. Bridging Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in “responsible charge” of persons who observe the construction.

**Article 3. Schedule of Services**

The Bridging Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in **Exhibit A**, so as to proceed with and complete the Services in compliance with the schedule in **Exhibit C**. Time is of the essence and failure of Bridging Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Bridging Architect 's and/or its consultant(s)' reasonable control.

**Article 4. Construction Cost Budget**

- 4.1. The Initial Construction Cost Budget shall be the total cost to the District for construction and installation of all elements of the Project as designed and specified by the Bridging Architect. Bridging Architect shall verify and accept the District's established Initial Construction Cost Budget and Project scope to establish the Approved Construction Cost Budget. In accordance with the **Exhibit A**, the Bridging Architect shall have responsibility to further develop, review, and reconcile the Initial Construction Cost Budget to establish the Approved Construction Cost Budget.
- 4.2. Bridging Architect shall complete all Services as described in **Exhibit A**, including, but not limited to, all plans, designs, drawings, specifications and other construction documents, so that the construction cost of the work designed by the Bridging Architect will not exceed the Approved Construction Cost Budget as specified by the District, and, if required, as adjusted subsequently with the District's written approval. The Bridging Architect shall maintain cost controls throughout the development of the Bridging Design Documents for the Project so that the Project can be designed and constructed within the Approved Construction Cost Budget.
- 4.3. If the lowest responsive base bid received by the District within sixty (60) days of issuance of the Design-Build Request for Proposals for the Project, including the bid on all Addenda issued for the bid, exceeds the Approved Construction Cost Budget by ten percent (10%), the District, in its sole discretion, may determine to proceed with one, or any combination of the following alternatives:
  - 4.3.1. Give the Bridging Architect written approval on an agreed adjustment to the Approved Construction Cost Budget.
  - 4.3.2. Authorize the Bridging Architect to prepare the drawings and specifications in order for the District to re-bid at no additional cost to the District.
  - 4.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
  - 4.3.4. Instruct Bridging Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Approved Construction Cost Budget for re-bidding at no additional cost to the District or other additional payments to the Bridging Architect.

**Article 5. Fee and Method of Payment**

- 5.1. District shall pay Bridging Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed Two Hundred Seventeen Thousand Eighty dollars (\$217,080.00).

- 5.2. District shall pay Bridging Architect the Fee pursuant to the provisions of **Exhibit D**.

- 5.3. Bridging Architect shall invoice its work under this Agreement in accordance with **Exhibit D**.
- 5.4. The Bridging Architect's Fee set forth in this Agreement shall be full compensation for all of Bridging Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.

**Article 6. Payment for Extra Services or Changes**

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Bridging Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Bridging Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for such service.

**Article 7. Ownership of Data**

- 7.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Bridging Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 7.2. The Bridging Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Bridging Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 7.3. The Bridging Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Bridging Architect shall deliver to the District, on request, a "thumb" drive, and/or compact disc with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Bridging Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 7.4. In order to evidence what CADD information was provided to the District, Bridging Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Bridging Architect produces the CADD information. District agrees to release Bridging Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Bridging Architect or Consultant(s) subsequent to it being provided to the District.
- 7.5. Following the termination of this Agreement, for any reason whatsoever, the Bridging Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:
  - 7.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 7.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 7.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan,

floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.

- 7.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Bridging Architect under this Agreement.
- 7.6. In the event the District changes or uses any fully or partially completed documents without the Bridging Architect's knowledge and participation, the District agrees to release Bridging Architect of responsibility for such changes, and shall indemnify, defend and hold the Bridging Architect, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Bridging Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Bridging Architect's full involvement, the District shall remove all title blocks and other information that might identify the Bridging Architect and the Bridging Architect's Consultants.

#### **Article 8. Termination or Suspension of Agreement**

- 8.1. If Bridging Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Bridging Architect fails to fulfill in a timely and professional manner Bridging Architect's material obligations under this Agreement, or if Bridging Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Bridging Architect. In the event of a termination pursuant to this subdivision, Bridging Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Bridging Architect's invoice, any amounts equal to District's costs caused by Bridging Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Bridging Architect time to cure its default or breach.
- 8.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Bridging Architect may invoice District according to the percentage completed based on **Exhibit D** and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 8.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 8.4. The Bridging Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective on the date District receives written notice of the termination from Bridging Architect. Bridging Architect may invoice District according to the percentage completed based on **Exhibit D** and District shall pay all undisputed invoice(s) for Services performed until the Bridging Architect's notice of termination, not to exceed the Fee.
- 8.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Bridging Architect, upon written notice from the District of such termination, shall immediately cease performing Services. The District shall pay the Bridging Architect only the fee associated with the Services performed, from Bridging Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.

- 8.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Bridging Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Bridging Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Bridging Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Bridging Architect may terminate this Agreement by giving written notice.

**Article 9. Bridging Architect Indemnity**

- 9.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Bridging Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Bridging Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Bridging Architect's liability as to the active or sole negligence or willful misconduct of the District.
- 9.2. Bridging Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

**Article 10. Fingerprinting**

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services, that Bridging Architect, Contractors, and their employees will have only limited contact with pupils at most. Bridging Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

**Article 11. Responsibilities of the District**

- 11.1. The District shall examine the documents submitted by the Bridging Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Bridging Architect's Services.
- 11.2. The District shall use reasonable diligence to verbally or in writing advise the Bridging Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Bridging Architect's documents. Failure to provide such notice shall not relieve Bridging Architect of its responsibility therefore, if any.
- 11.3. District personnel and/or its designated representatives shall coordinate with Bridging Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 11.4. The District shall timely provide to the Bridging Architect all relevant information in its possession regarding the Project that is necessary for performance of Bridging Architect's Services.



11.5. The District shall pay all fees required by agencies having jurisdiction over the Project.

**Article 12. Liability of District**

12.1. 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.

12.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Bridging Architect, or by its employees and Consultants, even though such equipment may be furnished or loaned to Bridging Architect by District.

**Article 13. Nondiscrimination**

13.1. Bridging Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the 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, military and veteran status, or any other protected characteristic of such person.

13.2. Bridging Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 14. Insurance**

14.1. Bridging Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.

14.2. Bridging Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

**Article 15. Covenant Against Contingent Fees**

Bridging Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bridging Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bridging Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 16. Entire Agreement/Modification**

This Agreement, including the Exhibits incorporated by reference into this Agreement, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Bridging Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Bridging Architect specifically acknowledges that in entering this Agreement, Bridging Architect relies solely upon the provisions

contained in this Agreement.

**Article 17. Non-Assignment of Agreement**

This Agreement is intended to secure the specialized Services of the Bridging Architect, therefore, Bridging Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Bridging Architect and any such assignment, transfer, delegation or sublease without Bridging Architect's prior written consent shall be considered null and void.

**Article 18. Law, Venue**

- 18.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 18.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**Article 19. Alternative Dispute Resolution**

**19.1. Bridging Architect's Invoices.**

19.1.1. If the District disapproves of any portion or amount(s) of the Bridging Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Bridging Architect's invoices, communicate to the Bridging Architect in writing, with reasonable detail, the portion or amount of the Bridging Architect's invoices that are disapproved for payment, the portion or amount of the Bridging Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Bridging Architect's invoices ("Disputed Bridging Architect Invoice Detail").

19.1.2. If the Bridging Architect disagrees with the Disputed Bridging Architect Invoice Detail, the Bridging Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Bridging Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Bridging Architect's request. The meet and confer shall include, but is not limited to, face-to-face meeting(s) with the appropriate District and Bridging Architect personnel as appropriate and necessary.

19.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

19.2. Disputes between the Parties arising out of this Agreement shall be resolved by the following processes:

19.2.1. **Negotiation.** The Parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Bridging Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

19.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by a Party of a

demand for mediation from the other Party, the Parties shall administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.

19.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

19.3. Bridging Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.

#### **Article 20. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### **Article 21. Employment Status**

21.1. Bridging Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Bridging Architect performs the Services; provided always, however, that the Services to be provided by Bridging Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

21.2. Bridging Architect understands and agrees that the Bridging Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

21.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Bridging Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Bridging Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

21.4. Should a relevant taxing authority determine a liability for Services performed by Bridging Architect for District, upon notification of such fact by District, Bridging Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Bridging Architect under this Agreement (again, offsetting any amounts already paid by Bridging Architect which can be applied as a credit against such liability).

21.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Bridging Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Bridging Architect is an employee for any other purpose, then Bridging Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Bridging Architect was not an employee.

- 21.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 22. Warranty and Certification of Bridging Architect**

- 22.1. Bridging Architect certifies that the personnel of Bridging Architect and Design Consultants of the Bridging Architect are each properly licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 22.2. Bridging Architect certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services.
- 22.3. Bridging Architect certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Bridging Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Bridging Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws.
- 22.3.1. Bridging Architect shall ensure that it and its subconsultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

**Article 23. Cost Disclosure - Documents and Written Reports**

Bridging Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

**Article 24. Notices and Communications**

Notices and communications between the Parties may be sent to the following addresses:

**District:**

Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94043

ATTN: Rebecca Westover, Ed., D  
Chief Business Officer

Email: rwestover@mvwsd.org

**Bridging Architect:**

Guidepost Solutions, LLV+C  
2121 North California Blvd., Suite 800  
Walnut Creek, CA 94596

ATTN: Nick Heywood  
Regional Associate Vice President

Email: contractswest@guidepostsolutions.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**Article 25. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the

Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Bridging Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Bridging Architect's good faith efforts to meet these DVBE goals.

**Article 26. District's Right to Audit**

- 26.1. Bridging Architect shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Bridging Architect 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. Bridging Architect shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Bridging Architect and shall conduct audit(s) during Bridging Architect's normal business hours, unless Bridging Architect otherwise consents.
- 26.2. Pursuant to Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

**Article 27. Other Provisions**

- 27.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Bridging Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Bridging Architect's failure to perform any of the Services to the standard of care of the Bridging Architect for its Services, which shall be, at a minimum, the standard of care of Architects performing similar work for California school districts in or around the same geographic area of the District.
- 27.2. Bridging Architect shall be solely responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, calculations, data, reports or other Services provided hereunder. Bridging Architect shall, without any additional compensation, correct or revise any errors or deficiencies promptly upon notice or discovery thereof. The Bridging Architect's liability to the District for losses, costs, expenses or damages sustained by the District as a result of Bridging Architect's errors/deficiencies shall be in addition to and not in lieu of its obligation to correct such errors/deficiencies. Neither a review, approval or acceptance of, nor payment for, any of the Services shall be construed as a waiver of any rights of the District or any cause of action arising out of the performance of the Services, and Bridging Architect shall be liable for all damage caused by or arising out of performance of the Services.
- 27.3. Each Party certifies that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.

- 27.4. The Bridging Architect shall issue a credit to the District as an offset to the Bridging Architect's Fee equal to one hundred percent (100%) of the tax deduction and/or credit the Bridging Architect receives based on the Project per Internal Revenue Code Section 179(D).
- 27.5. The Bridging Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Bridging Architect may not be apprised of all facts surrounding the Project that Bridging Architect is working on. Accordingly, Bridging Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Bridging Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Bridging Architect receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.
- 27.6. **Confidentiality.** Bridging Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Bridging Architect 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.
- 27.7. **COVID-19.** Bridging Architect shall comply with all provisions related to COVID-19 as set forth in **Exhibit F**.
- 27.8. **Exhibits A through F** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Mountain View Whisman School District**

**Guidepost Solutions, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Rebecca Westover, Ed. D

Print Name: \_\_\_\_\_

Print Title: Chief Business Officer

Print Title: \_\_\_\_\_

## EXHIBIT A

### RESPONSIBILITIES AND SERVICES OF BRIDGING ARCHITECT

Bridging Architect shall provide all professional services necessary for completing the following:

#### A. Basic Services

Bridging Architect agrees to provide the services described below:

1. Provide work which shall comply with professional Architectural and Engineering standards and applicable requirements of federal, state, and local law.
2. Identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies.
3. Contract for or employ at Bridging Architect's expense, subconsultant(s) to the extent deemed necessary for completion of the Project including: electrical, mechanical, structural and civil engineers, landscapers, interior designers, licensed as such by the State of California. The names of said subconsultant(s) shall be submitted to the District for approval prior to commencement of work. The District reserves the right to reject the use of any subconsultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any subconsultant employed by the Bridging Architect under terms of the Agreement.
4. Cooperate with other professionals employed by the District for the design, coordination or management of the Project or other work related to or affecting the Project.
5. Chair, conduct and take minutes of any coordination meetings during the entire design phase with its subconsultant(s), user groups or committees, District others. Bridging Architect shall invite the District and/or its representative to participate in these meetings. Bridging Architect shall keep a separate log to document design/coordination comments generated in these meetings.
6. Review and confirm that information provided by the District, including surveys, as-built drawings, subsoil data, mechanical and other data logs of borings, is sufficient pursuant to the Agreement, to the extent they relate to Bridging Architect scope of work. Advise the District based on its experience as a licensed Architect/Engineer whether those data are sufficient for purposes of design, or whether additional data are necessary.
7. Be responsible for the professional quality and technical accuracy of all studies, reports, projections, designs, drawings, specifications and other services furnished by Bridging Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Bridging Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, design, drawings, specifications and other services.



8. Be responsible for the coordination of the design and the layout of the technology backbone system with the District and provide general lay out and distribution of any portion of the technology backbone and distribution systems to be included in the Project. Bridging Architect and subconsultant(s) will then prepare and be responsible for documents prepared based on the information provided by the District as appropriate to the level of design completion.
9. Provide services required to obtain local agencies' approval for offsite work including review by regulatory agencies having jurisdiction over the Project.
10. As necessary, develop a site plan from architectural information showing a final development of the Project site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided-by a professional civil engineer who subcontracts with the Bridging Architect .
11. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions, questions or comments. Within three (3) working days of meetings or conferences, the Bridging Architect shall prepare and distribute minutes of the meeting or conference to all attendees and others as designated or directed by the District. These shall be generated and distributed within the District's electronic project management system and will automatically be included in the overall Project documentation.
12. Provide graphics and other design-related, computer-generated, information that would typically be developed in the course of the design process. This information shall be formatted and downloaded to computer files that the District may use on its website, updated monthly or more frequently as requested by the District.
13. Provide design material and color boards and other similar services required for or in connection with color coordination of District provided items such as furnishings, artwork, signage, etc.
14. Comply with any Storm Water Management Program that is approved by the District or required by State or local laws and applicable to the Project, at no additional cost to the District.
15. If required specifically for the Project, the Bridging Architect shall coordinate with those other District consultants associated with the Project to research and design into the Project documents those requirements necessary for the District to attain no less than a LEED™ Silver Rating.
16. Bridging Architect shall utilize District forms or formats as provided for review and approval by the District of each phase of design.
17. Bridging Architect is not responsible for:
  - a. Ground contamination or hazardous material analysis.
  - b. Any hazardous material testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

- c. Compliance with the California Environmental Quality Act ("CEQA"), except that Bridging Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design.
- d. Historical significance report.
- e. Soils investigation.
- f. Geotechnical hazard report.
- g. Site and Utility surveys
- h. Design of technology backbone and cabling systems beyond the limits of the Project. However, conduit paths and cabling to secure networking of the Project are included.

Neither the District's review, approval of, or non-payment for, any of the Bridging Architect's Services shall be construed to operate as a waiver of any rights under the Agreement, and Bridging Architect shall remain liable to the District in accordance with applicable law for all damages to the District caused by Bridging Architect's failure to perform any of the Services to the appropriate standard of care.

## **B. Security Programming**

### **1. Project Initiation**

Upon final execution of the Agreement with the District, the Bridging Architect shall:

- a. Within the first week following execution of the Agreement, meet with the District and its representatives to prepare an initial scope of work and work plan for documentation in a computer-generated project schedule all in compliance with the schedule indicated in **Exhibit C** of this Agreement.
- b. This scope of work and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts, schematic design, bridging design document preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- c. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

- d. Participate and take meeting minutes in a general Project kick-off meeting to include the Bridging Design Team, appropriate subconsultant(s), Program Manager and District staff/stakeholders.
  - 1) The Project kick-off meeting will introduce key team members from the District or its authorized representative(s), Maintenance and Operations and the Bridging Architect's Team to each other, defining roles and responsibilities relative to the Project.
  - 2) Identify and review pertinent information and/or documentation necessary from the District for the Bridging Architect's completion of the Services.
  - 3) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - 4) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - 5) Review documentation of the Project kick-off meeting prepared by the District's Project Manager and comment prior to distribution.
- e. Review and implement as appropriate the latest District Design and Material Standards. District standards may include, without limitation, standardized materials/equipment, design elements, technology interfaces, and project scheduling methodology.

## **2. Development of Architectural Program**

Upon authorization from the District to proceed with the development of an architectural program for the Project, the Bridging Architect shall prepare for the District's review architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guideline around which and within which the Project is to be designed. Identify design issues relating to functional needs, space allocation, directives and constraints imposed by regulatory codes.

Architectural Program to include but not be limited to:

- 1. A Project Program Summary that is inclusive of a Detailed Project Program and Design Criteria, as well as Spatial Adjacency Diagrams
  - 2. Sustainable Design Goals/LEED Project Analysis and Checklist
- b. Hold informational meetings if requested by District.

- c. Conduct architectural program meeting with the District's Facilities Team which is to include establishment of the Sustainable Design Goals for the Project. Prepare a Sustainable Design Checklist.
- d. Review the physical site and the Initial Construction Cost Budget and other information/data relating to the Project or the requirements of the Project as provided by the District and confirm that the scope and features of the Project as described in the Initial Construction Cost Budget and other District provided information/data are reasonable for achieving the District's Project objectives. Bridging Architect shall notify the District in writing if, in its professional opinion, the District's Initial Construction Cost Budget is inadequate to achieve the District's Project objectives.
- e. Adjust and refine the Initial Construction Cost Budget based on the input from college staff/stakeholders, Maintenance and Operations, District Representatives and overall program goals and needs that became more defined during the programming phase. Produce an Initial Construction Cost Estimate based on current market conditions for review and approval by the District. This estimate shall include a design contingency of ten percent (10%). Upon written confirmation by the District the Initial Construction Cost Estimate will be designated as the Approved Construction Cost Budget. The Approved Construction Cost Budget will then be utilized as the basis for the preparation of the subsequent Revised Construction Cost Estimates.
- f. The Initial Construction Cost Budget will then be superseded, at the completion of the Programming Phase of services, by the Approved Construction Cost Budget.
- g. All required Estimates to be prepared by the Bridging Architect are to be delivered to the District or its authorized representative no later than seven (7) calendar days after the Bridging Architect has submitted the respective deliverables for the corresponding phase of services.

**3. Security Program Deliverables**

- a. One (1) electronic file and One (1) unbound half size copy and Two (2) bound copies
- b. Sustainable Design Checklist **(Not Applicable)**
- c. One (1) copy of the Revised Construction Cost Estimate. **(Not Applicable)**
- d. Electronic copy of all deliverables shall be submitted to the District. The format which these documents shall be submitted will be limited to the following unless otherwise approved by the District:

Drawings	Revit
Narratives	Word
Specifications	Word
Spread Sheets	Excel

Cost Estimates                      PDF & Excel  
Schedules                              Microsoft Project & PDF

The Bridging Architect shall produce the design drawings in Revit or AutoCAD and shall export the file to AutoCAD 2016 version and PDF.

**4. Phase Completion**

Upon completion and review of the Security Program, Bridging Architect shall neither perform nor charge for further work unless and until the District has approved this phase as complete and has given a written Notice to Proceed to Bridging Architect for the Schematic Design Phase.

**C. Design Services**

**1. Conceptual/Schematic Design Phase**

Upon written authorization from the District to proceed with the Schematic Design Phase, based upon accepted deliverables from the preceding phase, the Bridging Architect shall prepare for the District's review a Schematic Design, containing the following items as applicable to the Project scope, as follows:

- a. Within the first two (2) weeks following the start of Schematic Design, meet with the District and its representatives to further prepare and/or revise the scope of work list and general work plan from the Programming Phase, for documentation in a computer-generated project schedule.

This scope of work list and work plan will identify specific tasks including but not limited to: interviews, data collection, analysis, report preparation, development of a minimum of three (3) schematic design options for District review and selection of preferred scheme, and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Bridging Design Team, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

- b. Review the developed work plan with the District and its representative to familiarize them with the proposed tasks and schedule and develop necessary modifications for review and acceptance by the District.

- c. Architectural Plans shall include at least the following elements:

- 1) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship and layouts of major elements and equipment.
- 2) Indicate on the floor plans each space sq. ft. area and program space identification for tracking purposes.
- 3) Concept building exterior elevations and sections in sufficient detail to demonstrate design concept.

- 4) Architectural site plan showing landscape and hardscape elements, orientation of the field and services areas. Site plan is also to include points of service for major utility elements. Provide a dimensioned site plan.
  - 5) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows and types of door hardware.
  - 6) Identify code requirements and include occupancy classification(s) and type of construction for each significant area of the Project.
  - 7) Performance Specifications.
- d. Structural Plans shall include at least the following elements: **(Not Applicable)**
- 1) Layout structural systems with dimensions and floor elevations. Provide proposed structural framing plan to match architectural plans.
  - 2) Identify potential foundation systems reference soil report if major soil enhancements or export/import work is anticipated.
  - 3) Performance Specifications.
- e. Mechanical Plans shall include at least the following elements: **(Not Applicable)**
- 1) State the design conditions including indoor and outdoor temperatures, relative humidity for summer and winter conditions, filtration and ventilation requirements, personnel loads, and special equipment loads, if any.
  - 2) Plumbing systems requirements including fixture types, water conservation, reclaimed water use, equipment types.
  - 3) Plumbing system narrative description.
  - 4) Plumbing Performance Specifications.
  - 5) Preliminary Fire Protection Plans (including site, fire protection systems, densities, flow test).
  - 6) Fire Protection Performance Specifications.
- f. Electrical Plans shall include at least the following elements
- 1) Design Criteria (including type of fixtures, lighting level requirements).
  - 2) Definition/Location of primary service.
  - 3) Electrical Systems Description.
  - 4) Performance standards and outline specifications for District Low Voltage Systems, including but not limited to Data, A/V, Telecommunication, Fire Alarm and Security Systems.
  - 6) Incorporate Commissioning and Transition plans critical to ensure successful integration and implementation of the associated systems and equipment.
  - 7) Calculate overall approximate electrical loads.
  - 8) Identify proposed electrical system for service, power, lighting low voltage and communication loads. Show proposed connection point to existing campus electrical service and low-voltage systems and verify that existing service has adequate capacity for Project.
  - 9) Performance Specifications.

- g. Civil Plans shall include at least the following elements: **(Not Applicable)**
- 1) Define and locate off site utility systems such as water, sewer, storm drain, firewater lines and fire hydrants.
  - 2) Identify surface improvements including walkways, preliminary finish grades and drainage.
  - 3) Coordinate preliminary finish grade elevations with Architectural site and building plans.
  - 4) Coordinate location of elements with the Architectural Site Plan and Architectural dimensioned site plan.
- h. Landscaping Plans shall include at least the following elements: **(Not Applicable)**
- 1) For all exterior areas within ten (10) feet of the building perimeter at minimum, or for all exterior areas as provided by the District and as further developed during the programming activities, develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include locations and descriptions of plant materials, ground (hardscape) improvements, irrigation systems (including power and piping requirements), and visual barriers.
- i. Basis of Design:
- 1) Prepare a descriptive narrative of all aspects of the Project. The Basis of Design document will establish the design intent for Site work, Landscaping, Structural Systems, Building Exterior Enclosure Systems, Finishes, Vertical Conveying Systems, Heating, Ventilating and Air Conditioning, Plumbing and Fire Protection, Electrical Systems, Security, and Telecommunications Systems. During the Schematic Design Phase, work with the District staff/stakeholder's, and Maintenance & Operations managers to present recommendations for the most ideal option for each of the systems and other significant building systems as identified by the Bridging Architect based on the specific features of the Project.
- k. Revised Construction Cost Estimate: **(Not Applicable)**
- Develop and submit for District approval a Revised Construction Cost Estimate based on the work product of the Schematic Design Phase.
- 1) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of, work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's markup.

- 2) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) categories.
- 3) The estimate shall separate the Project's building cost from site and utilities cost. Bridging Architect shall submit to the District the cost estimating format for prior review and approval.
- 4) Escalation: All estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- 5) The Revised Construction Cost Estimate for the Project must at no point exceed the District's Approved Construction Budget for the Project. At the conclusion of the Schematic Design Phase of Bridging Design teams work, the following steps will be taken to reconcile the accuracy of the Revised Construction Cost Estimate prepared by the Bridging Architect. However, at all times the accuracy of the Revised Construction Cost Estimate remains the responsibility of the Bridging Architect:
  - a) The District will review the Revised Construction Cost Estimate for general compliance with the District's Project scope and budget.
  - b) The Schematic Phase Revised Construction Cost Estimate shall include a design contingency of ten percent (10%) applied to the total of hard construction cost and contractor mark-ups, but prior to any Project contingencies or inflation in the cost estimate.
  - c) If the total construction cost shown in the Schematic Phase Revised Construction Cost Estimate exceeds the Approved Construction Cost Budget, Bridging Architect shall prepare and make recommendations for changes to the Project scope, quality, or features to bring the Project within budget. Bridging Architect shall make all changes and revisions to the schematic design documents after said changes are approved by the District, at no additional cost to the District.
  - d) All required Estimates to be prepared by the Bridging Architect are to be delivered to the District or its authorized representative no later than seven (7) calendar days after the Bridging Architect has submitted the respective deliverables for the corresponding phase of services.

I. Meetings:

During the development of the Schematic Design it is anticipated that numerous meetings shall be convened between the District and the Bridging Architect to progress the development of the design and obtain design consensus in order to deliver the Project. The Bridging Architect's Services include the attendance and participation of the personnel of the Bridging Architect and its Design Consultants for the Project as directed by the District or as required by the nature of the subject matter(s) or attendees at such meetings.



Bridging Architect along with any involved subconsultant(s) shall present and review with the District and, if directed, with its Board, the summary and detail of work involved in this phase.

At the discretion of the District, the Bridging Architect may be requested to attend additional meetings for the purpose of presenting the Project to other interested groups such as community organizations.

m. Schematic Design Deliverables:

- 1) One (1) electronic file and One (1) unbound half size copy and One (1) bound full size copy of the drawings.
- 2) Updated Sustainable Design Checklist.
- 3) One (1) bound copy and One (1) unbound copy of the Project Basis of Design.
- 4) One (1) bound copy and One (1) unbound copy of the Revised Construction Cost Estimate.
- 5) Bridging Architect's statement indicating any authorized changes made to the scope of work from the approved Architectural Program deliverables and the cost impact of each change for District review.
- 6) DSA file, including all correspondence and meeting notes to date.
- 7) Electronic copy of all deliverables shall be submitted to the District. The format which these documents shall be submitted will be limited to the following unless otherwise approved by the District:

Drawings	Revit
Narratives	Word
Specifications	Word
Spread Sheets	Excel
Cost Estimates	PDF & Excel
Schedules	Microsoft Project & PDF

The Bridging Architect shall produce the design drawings in Revit or AutoCAD and shall export the file to AutoCAD 2016 version and PDF.

## 2. Bridging Documents

Upon written authorization from the District to proceed with the Bridging Documents Phase, based upon accepted deliverables from the preceding phase, the Bridging Architect shall perform Bridging Document Phase Services for District as follows:

Bridging Architect shall assemble the approved Schematic Design Documents including drawings, Performance Standards, outline specifications and Basis of Design into a comprehensive package.

Provide drawings, outline specifications and other documents that indicate the scope of work included in the bid package with sufficient detail to enable preparation of an accurate proposal by Proposing Design-Build Team and which will guide the Design-Build Entity to design and construct the Project. Included, but not limited to the following, descriptions of minimum requirements for a Bridging Documents submittal, which shall be augmented as necessary to show design intent.

- 1) Architectural Drawings - Floor plans that clearly show principal dimensions with sufficient sections and details to describe the District concept. Interior finishes, materials and systems to describe levels of quality.
- 2) Structural Drawings **(Not Applicable)** - Performance criteria such as wind load, seismic zones, any extraordinary live load requirements. Provide foundation concepts based on Geotechnical information and structural bay sizing to match architectural dimensions.
- 3) Mechanical and Electrical Drawings **(Not Applicable)** – Provide power and lighting concepts, performance criteria for mechanical systems and specialty systems including: data, telecommunication, security, fire alarm.
- 4) Civil Drawings **(Not Applicable)** - Provide site and grading plans that clearly show site contours and drainage, locations of all bench marks, precise locations of all major buildings, roadways, driveways and parking areas.
- 5) Site utility plans that clearly show all connections to off-Site utilities, existing drainage systems and existing utilities located and sized. **(Not Applicable)**
- 6) Design-Build Outline Specifications describing the size, character and quality of the entire Project, including types of structural, mechanical, electrical, plumbing and security systems.

**3. Design-Build Entity Selection Phase:**

- a. Upon written authorization from the District to proceed with the Design-Build Entity Selection Phase, based upon accepted deliverables from the preceding phase, the Bridging Architect shall perform Bidding Phase services for District as follows:
- b. While the Project is being bid, all questions concerning intent shall be referred to the District for screening and subsequent review and processing by the Bridging Architect .
- c. In the event that items requiring interpretation of the drawings or specifications are discovered during the Design Build Entity Selection Phase, those items shall be analyzed and resolved by the Bridging Architect and submitted to the District for approval.

Corrective action will be in the form of an addendum prepared by the Bridging Architect and issued by the District.

- d. The Bridging Architect and its Design Consultants, as necessary or appropriate shall attend and participate in pre-bid meeting and job walks.
- e. The Bridging Architect and its consultant(s) shall participate in 4-hour work sessions with shortlisted Design-Build Entity teams. The work sessions will provide the Design-Build teams an opportunity to better understand the District's Program and Design intent.
- f. The Bridging Architect shall assist the District with the evaluation of the Design-Builder's proposals by providing both technical reviews for compliance with the Bridging Design documents and aesthetic reviews relating to integration with current campus buildings.

**4. Construction Document Review Phase:**

Bridging Architect shall provide support to the District by providing reviews of the Design-Builder's Construction Document for compliance with the Bridging Design documents and meeting the Design Intent as follows:

- a. The Bridging Architect shall provide periodic reviews of the design documents prepared by the Design Build Entity. The Bridging Architect shall be available to respond to questions by the Design Build Entity as they complete the facility design. The Bridging Architect shall review and prepare comments on the Design Build Entity's design and engineering calculations at the Design Development, 50% and 100% Construction Document phases. The review shall assure the District the proposed design conforms to the Design Intent as expressed in the Bridging Documents.

**5. Construction Phase:**

As the Construction Administration Phase progresses, the Bridging Architect shall perform the following during the Construction Phase services for the District as required:

- a. Bridging Architect shall review and approve or take other appropriate action upon contractor's submittals which are substitutions from the DSA Approved Documents but only for the limited purpose of checking for conformance with the approved Construction Documents prepared by the Design-Builder.

The Bridging Architect's action upon the Design-Build Entity's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the Project, while allowing sufficient time in the Bridging Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, submittal exceed fourteen (14) calendar days from its receipt by the Bridging Architect.

- b. During the course of construction, all Requests for Information (RFI) must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In

no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Bridging Architect.

- c. Bridging Architect shall review a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- d. Bridging Architect shall also provide, at the District's request, advice to the District on start-up, break-in, and debugging of facility systems and equipment and apparent deficiencies in construction following the acceptance of the contractor's work.
- e. Consult with District upon the Design Build Entity's submittal of its final retention release pay application and verify all conditions of Project completion have been satisfied including confirmation of LEED certification.

Only after all Services are completed, the Bridging Architect shall receive its final payment for services (5% of architectural fees) earned.

## EXHIBIT B

### CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Bridging Architect if needed and if authorized in writing by the District:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
  - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
  - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the final construction documents.
  - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Bridging Architect within a reasonable time, as requested by Bridging Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Bridging Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Bridging Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Bridging Architect to procure the deliverables at District's expense or on District's account at a specific vendor.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Bridging Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Bridging Architect has completed all of its obligations and tasks under the Agreement.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<b>Job Title</b>	<b>Hourly Rate</b>
Principal	\$250
Subject Matter Expert	\$230
Senior Project Manager	\$200
Project Manager	\$185
Senior Designer	\$185
Professional Engineer	\$185
Technology Designer	\$175
Associate Project Manager	\$160
Design/Drafting	\$125
Technical Support	\$115

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is not reimbursable as Extra Services.

## EXHIBIT C

### SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, the Bridging Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Bridging Architect proposes to carry out Bridging Architect's work ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Bridging Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Bridging Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Bridging Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

**EXHIBIT D**

**PAYMENT SCHEDULE**

**1. Compensation**

- 1.1. The payment of consideration to Bridging Architect as provided herein shall be full compensation for all of Bridging Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B**, there shall be no payment for extra costs or expenses.
- 1.2. The total compensation to Bridging Architect shall be as stated in Article “Fee and Method of Payment” of the Agreement.
- 1.3. District shall pay Bridging Architect for all Services contracted for under this Agreement pursuant to the following schedule (“Payment Schedule”):

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Architectural Programming Phase	10%
Schematic Design Phase	40%
Bridging Documents Phase	10%
Design Builder Selection Phase	15%
Construction Document Review Phase	5%
Construction Phase	15%
Close Out Phase	5%

**2. Method of Payment**

Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.

- 2.1. As a precondition of payment, Bridging Architect shall submit to District documentation showing proof that payments were made to Bridging Architect’s consultant(s).
- 2.2. Bridging Architect shall submit to the District for approval a copy of the Bridging Architect’s monthly pay request format.
- 2.3. Upon receipt and approval of Bridging Architect’s invoices, the District agrees to make payments within thirty (30) days of receipt of the invoice as follows:
  - 2.3.1. Architectural Programming through Design-Builder Construction Document Review Phases:



Monthly payments for the percentage of Services complete up to eighty percent (80%) of the fee for the Phase based on the percentage of Services completed for each phase.

2.3.2. For Construction Phase:

Monthly payments for percentage of Services complete based upon the approved percentage of completion of construction indicated in the Design-Build Entity's monthly pay request. Should the duration of the Project extend more than four (4) weeks beyond the Completion Date of the Project for reasons not related to the Bridging Architect's performance or errors/omissions in the Bridging Documents, the Bridging Architect may invoice for any remaining Construction Administration Services beyond the four (4) weeks' time extension on a Time and Materials basis. Bridging Architect shall prepare an estimate of remaining time, services, deliverables and associated cost to the District for its review and approval prior to the commencement of Time and Material work.

2.3.3. For Close Out:

Lump sum payment thirty (30) days after both the recording of a Notice of Completion for the Project and upon approval of the Project by all applicable regulatory agencies having jurisdiction.

**3. Format and Content of Invoices**

- 3.1. Bridging Architect acknowledges that the District requires Bridging Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required.

## EXHIBIT E

### INSURANCE REQUIREMENTS

Bridging Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Bridging Architect, its agents, representatives, employees and consultant(s). Bridging Architect's liabilities, including but not limited to Bridging Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Bridging Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

#### 1. **Minimum Scope and limits of Insurance:**

Coverage shall be at least as broad as the following scopes and limits:

- 1.1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Bridging Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Bridging Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Bridging Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Bridging Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Bridging Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Bridging Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars (\$1,000,000) per occurrence limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **seventy-five thousand dollars (\$75,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter.

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

#### 2. **Deductibles and Self-Insured Retention:**

The Bridging Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:

- 2.1. The District can accept the higher deductible; or
- 2.2. The Bridging Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.

3. **Other Insurance Provisions:**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 3.1. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees and agents ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Bridging Architect; instruments of Service and completed operations of the Bridging Architect; premises owned, occupied or used by the Bridging Architect; or automobiles owned, leased, hired or borrowed by the Bridging Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- 3.2. For any claims related to the Project, the Bridging Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Bridging Architect's insurance and shall not contribute with it.
- 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 3.4. The Bridging Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Bridging Architect shall be the Party required to provide the District this notice in lieu of the Bridging Architect's insurance provider.

4. **Acceptability of Insurers:**

Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Bridging Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:

- 4.1. The District can accept the lower rating;
- 4.2. Require the Bridging Architect to procure insurance from another insurer.

5. **Verification of Coverage:**

Bridging Architect shall furnish the District with:

- 5.1. Certificates of insurance showing maintenance of the required insurance coverage;
- 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

## EXHIBIT F

### COVID-19 PROVISIONS

#### 1. Health & Safety.

1.1. Bridging Architect, its agents and subcontractors and each of their employees and agents (collectively, “**Applicable Worker(s)**”) must comply with all statutes, orders, rules, regulations, ordinances, directives, policies, safety protocols and practices established by the District, the Health Officer of the County in which the District is located, the state of California (including, without limitation, the California Department of Public Health (“**CDPH**”)), the federal government, and OSHA and Cal-OSHA related to:

1.1.1. the transmission of any communicable disease(s), including, without limitation, SARS-CoV-2 or any derivative strain or similar virus (“**COVID-19**”); and

1.1.2. the required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site-safety protocols, community infectious disease spread reduction plan(s), and communication matters;

in effect as of the date of this Agreement and as may be revised or adopted during the performance of Work (collectively, “**Health & Safety Policies**”).

1.2. Bridging Architect must always obtain, review, implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies in its performance of Work, including the work of Applicable Workers.

1.2.1. Applicable Workers will not be allowed to enter the District’s site(s) if they have a fever, cough or other COVID-19 or infectious disease symptom(s).

1.2.2. Bridging Architect also acknowledges and hereby certifies that Bridging Architect will require that any Applicable Worker comply with the requirements of the Health & Safety Policies on the District’s site(s).

#### 2. COVID-19 Vaccination or Testing with respect to all Applicable Workers who may have contact with District students (“**Applicable Worker(s) with Potential Student Contact**”).

2.1. **Health Order Acknowledgement.** Bridging Architect certifies that it has reviewed CDPH’s State Public Health Officer Order of August 11, 2021 (“**Health Order**”), regarding vaccination status among eligible K-12 workers and the establishment of diagnostic screening testing of unvaccinated workers to minimize the risk of transmission of COVID-19 on school sites (“**School Site(s)**”). This is a link to the Order: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Vaccine-Verification-for-Workers-in-Schools.aspx>

2.2. **Requirements to Comply with Health Order.** Before any Applicable Worker with Potential Student Contact performs any Work at a District School Site, Bridging Architect shall ensure that:

2.2.1. **Vaccination.** An Applicable Worker with Potential Student Contact is fully vaccinated for COVID-19, which shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-19 vaccine administered to the Applicable Worker with Potential Student Contact, including any booster, to the extent approved by Health & Safety Policies (“**Fully Vaccinated**”); or

2.2.2. **Testing.**

2.2.2.1. For any Applicable Worker with Potential Student Contact that is **not** Fully Vaccinated, Bridging Architect has verified that the Applicable Worker with Potential Student Contact: (i) has tested negative for COVID-19 at least seventy-two (72) hours prior to entering a School Site; (ii) tests for COVID-19 on a weekly basis thereafter; (iii) any subsequent test is negative for COVID-19.

2.2.2.2. Testing shall be compliant with the Health Order and must either be a:

2.2.2.2.1. Polymerase Chain Reaction (PCR) test; or

2.2.2.2.2. Antigen test.

2.2.2.3. Any of the above tests must either: (i) have Emergency Use Authorization by the U.S. Food and Drug Administration; or (ii) be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

2.2.3. **Unknown Vaccination Status.** If Bridging Architect does not know the vaccination status of an Applicable Worker with Potential Student Contact, then Bridging Architect must consider that Applicable Worker with Potential Student Contact to be unvaccinated and comply with the "Testing" provision above.

2.2.4. **Exemption.** Any Applicable Worker with Potential Student Contact that has requested and obtained an accommodation from the Bridging Architect from the "Vaccination" provisions, or is otherwise exempt from obtaining a COVID-19 vaccination, based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), shall still be subject to the "Testing" provision hereunder.

2.2.5. **Record Keeping.** Bridging Architect shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the District upon request. Bridging Architect's responsibility for COVID-19 compliance and record keeping extends to all Applicable Workers with Potential Student Contact, regardless of whether they are designated as employees or acting as independent contractors of the Bridging Architect.

3. **Costs of COVID-19 Compliance.** Bridging Architect shall be responsible at its sole cost and expense for the costs of complying with the requirements of these Health and Safety requirements and COVID-19 requirements.

4. **Indemnity and Release.** Bridging Architect acknowledges that its work at School Sites includes the possible exposure to and illness from an infectious disease including, but not limited to, MRSA, influenza and COVID-19 (collectively "Infectious Disease(s)") and agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown, and hereby agrees to fully indemnify, hold harmless, defend and release the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Bridging Architect, its staff, and any other person tracing exposure or illness to work on a School Site, may have for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damage related to being exposed to or contracting an Infectious Disease while on a School Site.

**DOCUMENT 00 45 40**

**CERTIFICATIONS TO BE COMPLETED BY BRIDGING ARCHITECT**

For the purpose of these Certifications, Contractor shall mean Bridging Architect and Contract shall mean this Agreement.

**THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:**

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

**Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that 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.

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**Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
  - (A) The dangers of drug abuse in the workplace.
  - (B) The person's or organization's policy of maintaining a drug-free workplace.
  - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
  - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or

grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

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**Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

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**No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

**The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law**

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
  - (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.
- 

**Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disbursts when paint chips, chinks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of

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childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District

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contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

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**Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

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**Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, \_\_\_\_\_ **[Your Name]**, \_\_\_\_\_ **[Firm Name]**  
certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, \_\_\_\_\_ **[Your Name]**, \_\_\_\_\_ **[Firm Name]**  
certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_ **[Your Name]**, \_\_\_\_\_ **[Firm Name]**  
have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Address of branch office used for this Project: \_\_\_\_\_  
If subsidiary, name and address of parent company: \_\_\_\_\_

**For Projects without substantive roofing components, check the following box and execute this certification:**

The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

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I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature:

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Print Name:

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Title:

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END OF DOCUMENT