

**San José Unified School District  
Short Form – Small Project Architectural Services Agreement  
20542 - 2026 WGHS V Wing Structural Maintenance and Repairs at Willow Glen High School**

This Short Form Small Project Architectural Services (“**Agreement**”) is made as of March 5, 2026, between the San José Unified School District (“**District**”) and Maurice M. Macaré, Architect, (“**Architect**”) (individually a “**Party**” and collectively the “**Parties**”).

**WHEREAS**, the District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process (e.g., by using a request for proposal or request for qualification process); and

**WHEREAS**, the District is in need of such services and advice and the Architect warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District; and

**WHEREAS**, the Architect agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement, including without limitation Architect licensing.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The Architect shall furnish to the District the services as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Services**” or “**Work**”).
2. **Term.** The Architect shall commence providing services under this Agreement on March 26, 2026, and will diligently perform as required or requested by District as applicable. The term of this Agreement shall expire upon the completion of Services under this Agreement or as may be terminated pursuant to the terms of this Agreement. This Agreement may be extended upon mutual written agreement of the Parties to the extent permissible by law.
3. **Submittal of Documents.** The Architect shall not commence the Work under this Agreement until the Architect has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u> Signed Agreement		
<u>  X  </u> Insurance Certificates & Endorsements	<u>  X  </u> W-9 Form	
<u>  N/A  </u> Bonds (as requested by District)	<u>  X  </u> Roofing Certification	

4. **Compensation.** District agrees to pay the Architect for Services satisfactorily rendered pursuant to this Agreement a **maximum not-to-exceed amount of thirty-six thousand five hundred dollars and zero cents (\$36,500.00)** (“**Fee**”). District shall pay Architect the undisputed amounts in installment payments within thirty (30) days after the Architect submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work.
5. **Expenses.** The compensation stated above is all inclusive with the exception of project plotting and reprographic costs as related to bidding and District requested sets. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect.
6. **Materials.** Architect shall furnish, at Architect’s own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Payment Schedule.** Architect shall bill and District shall pay Architect for all Services contracted for under this Agreement pursuant to the requirements of **Exhibit B**.

8. **Independent Contractor.** Architect, in the performance of this Agreement, shall be and act as an independent contractor. Architect understands and agrees that Architect and all of Architect's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Architect shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Architect's employees.
  
9. **Standard of Care.** Architect's services will be performed, findings obtained, and reports and recommendations will be prepared in accordance with generally and currently accepted principles and practices of Architect's profession for services to California school districts.
  
10. **Originality of Services.** Architect agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Architect and shall not be copied in whole or in part from any other source, except that submitted to Architect by District as a basis for such services.
  
11. **Conflict of Interest.** Architect represents that 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 Architect. Architect shall not perform any Services that would prohibit it from performing subsequent work for the Project or associated work, consistent with the requirements of Government Code section 1097.6, which states, in pertinent part: "*[Architect]'s duties and services under this [A]greement shall not include preparing or assisting the [District] with any portion of the [District]'s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the [District]. The [District] entering this [A]greement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this [P]roject. [Architect]'s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. [Architect] shall cooperate with the [District] to ensure that all bidders for a subsequent contract on any subsequent phase of this [P]roject have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by [Architect] pursuant to this [A]greement.*" (Gov. Code § 1097.6(c)(1).)
  
12. **Copyright/Trademark/Patent.** Architect understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Architect consents to use of Architect's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
  
13. **Termination.**
  - 13.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Architect only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Architect. Notice shall be deemed given when received by the Architect or no later than three (3) days after the day of mailing, whichever is sooner.
  - 13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 13.2.1. material violation of this Agreement by the Architect; or
    - 13.2.2. any act by Architect exposing the District to liability to others for personal injury or property damage; or
    - 13.2.3. Architect is adjudged a bankrupt, Architect makes a general assignment for the benefit of creditors or a receiver is appointed on account of Architect's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Architect. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Architect shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in

addition to and not a limitation of any other rights or remedies available to District.

- 13.3. Upon termination, Architect shall provide the District with all documents produced maintained or collected by Architect pursuant to this Agreement, whether or not such documents are final or draft documents.

#### 14. Indemnification.

- 14.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend 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 negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of 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 Architect's liability as to the active or sole negligence or willful misconduct of the District.
- 14.2. Architect's duty to indemnify and defend 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.

#### 15. Mandatory Mediation for Claims.

- 15.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("**Mediation**"). Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 15.2. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code section 1152.5.
- 15.3. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.

#### 16. Insurance.

- 16.1. The Architect shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amounts indicated below.
  - 16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Architect's performance of any portion of the Services. (Form CG 0001 and CA 0001).
  - 16.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Architect shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
  - 16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Architect's profession.
  - 16.1.4. **Employment Practices Liability.** For all Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and

effect, an Employment Practices Liability policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

- 16.1.5. **Sexual Abuse and Molestation Liability Insurance.** Architect shall procure and maintain, during the life of this Agreement, sexual abuse and molestation insurance. Architect shall require its consultants to procure and maintain sexual abuse and molestation insurance for all employees of consultants. Any class of employee or employees not covered by a consultant’s insurance shall be covered by Architect’s insurance. If any class of employee or employees engaged in Services under the Agreement, on or at the site of the Project, are not covered under the sexual abuse and molestation insurance, Architect shall provide, or shall cause a consultants to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$1,000,000
<b>Professional Liability</b>	\$ 2,000,000
<b>Employment Practices Liability</b>	\$ 1,000,000
<b>Sexual Abuse and Molestation Liability</b>	\$ 1,000,000

- 16.2. **Proof of Carriage of Insurance.** The Architect shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 16.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
  - 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 16.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Architect’s insurance policies shall be primary to any insurance or self-insurance maintained by District.
  - 16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

17. **Assignment.** This Agreement shall not be assigned by the Architect.

18. **Compliance with Laws.** Architect shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Architect shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Architect observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Architect shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be

terminated effective upon Architect's receipt of a written termination notice from the District. If Architect performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Architect shall bear all costs arising therefrom.

19. **Permits/Licenses.** Architect and all Architect's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement, including without limitation Architect licensing.
20. **Safety and Security:** Architect is responsible for maintaining safety in the performance of this Agreement. Architect shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
21. **Employment with Public Agency.** Architect, if an employee of another public agency, agrees that Architect will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Architect agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Architect agrees to require like compliance by all its consultant(s).
23. **Fingerprinting of Employees.** The Parties have determined and agreed that the Services provided by Architect, consultants, and their employees will not interact with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. If any employee (or consultant(s)'s employee) will interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, Architect agrees that it is responsible for complying with Education Code section 45125.1, and must provide a valid criminal records summary provided by the Department of Justice (DOJ). In those instances, Architect will ensure the following occurs.
  - 23.1. The employee must provide sets of fingerprints to the DOJ that the DOJ will use to obtain criminal record summary information from itself and the Federal Bureau of Investigation (FBI).
  - 23.2. The DOJ shall review the criminal record summary it obtains from its internal search and from the FBI to ascertain whether an applicant for employment has a conviction, or an arrest pending final adjudication, for any sex offense, controlled substance offense, crime of violence, or serious or violent felony. If the criminal record summary for an employee reflects a conviction or arrest for any of these, that employee shall not perform any services for the District.
  - 23.3. The Architect shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.
24. **Audit.** Architect shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Architect transacted under this Agreement. Architect shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. 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 Architect and shall conduct audit(s) during Architect's normal business hours, unless Architect otherwise consents.
25. **District's Evaluation of Architect and Architect's Employees and/or Consultants.** The District may evaluate the Architect in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - 25.1. Requesting that District employee(s) evaluate the Architect and the Architect's employees and consultants and each of their performance.
  - 25.2. Announced and unannounced observance of Architect, Architect's employee(s), and/or consultant(s).

26. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
27. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Architect shall neither rescind the Agreement nor stop Work.
28. **Confidentiality.** The Architect and all Architect's agents, personnel, employee(s), and/or consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
29. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

**District**  
**San José Unified School District**  
855 Lenzen Avenue  
San Jose, CA 95126  
Attn: Tracy Morrison  
E-mail: tmorrison@sjusd.org

**Architect**  
**Maurice M. Macaré, Architect**  
12109 Serena Road  
Lakeside, CA 92040  
Attn: Maurice M. Macaré  
E-mail: mmacarearchitect@gmail.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

30. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect.
31. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
32. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

<<<<<Remainder of this page left intentionally blank.>>>>>

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

Dated:

Dated: 3/5/2026

San José Unified School District

Maurice M. Macaré, Architects

By:

By:

Signed by:  
*Maurice Macaré*

Print Name: Tracy Morrison

Print Name: Maurice M. Macaré

Print Title: Director of Procurement

Print Title: Principal

**Information regarding Architect:**

Architect: Maurice M. Macaré, Architect

Employer Identification and/or Social Security Number:

License No.: C13998

Address: 12109 Serena Road, Lakeside, CA 92040

Telephone: 805-440-9013

E-Mail: mmacarearchitect@gmail.com

**NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

Type of Business Entity:

- Individual  Sole Proprietorship
- Partnership  Limited Partnership
- Limited Liability Company
- Corporation, State: \_\_\_\_\_
- Other: \_\_\_\_\_



**EXHIBIT A**  
**Scope of Services**

The project for this Agreement (“**Project**”) includes the following:

1.1 Project scope of work includes but is not limited to:

1.1.1.1 Willow Glen High School – 2001 Cottle Ave. San José, CA 95125

- 1.1.1.1.1 Conduct a comprehensive Inspection of the second floor, including interior and exterior roof framing and structural beams.
- 1.1.1.1.2 Procure and coordinate a licensed termite inspection and obtain a formal written report. Incorporate these findings into the final scope of work and deliverables.
- 1.1.1.1.3 Procure and coordinate a structural engineering assessment and obtain a formal written report with recommendations. Incorporate these findings into the final scope of work and deliverables.
- 1.1.1.1.4 Prepare schematic design drawings including floor plans and relevant details to clearly define and document the proposed scope of work.
- 1.1.1.1.5 Coordinate and schedule a DSA Pre-Application meeting (virtual format) with the appropriate regulatory authority.
- 1.1.1.1.6 Develop a Rough Order of Magnitude (ROM) cost estimate for the proposed scope of work.
- 1.1.1.1.7 Assist with developing a project schedule/phasing plan.

Consulting Engineers joining Architect on this Project will include Hohbach-Lewin, Inc. and Killroy Termite Inspections.

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

**1. BASIC SERVICES**

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect’s scope of work.
- 1.3. Architect shall verify to the fullest extent possible by physical inspection and reasonable investigation, without any destructive action, (“**Visually Verify**”) this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.
- 1.4. If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services. “**Extra Services**” are any District-authorized services outside of the scope described herein or District-authorized reimbursables not included in Architect’s Fee.

- 1.5. **Mandatory Assistance.** If a third-party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("**Mandatory Assistance**"). The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third-party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.
- 1.6. **Oversight and Inspection Requirements**

The Architect must comply with the most recent Division of the State Architect (DSA) inspection, approval and certification process for projects, including the provisions in the most recent versions of DSA documents PR 13-01 (Procedure: Construction Oversight Process) and IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process).

## 2. SCHEMATIC DESIGN PHASE

The Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 2.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. The scope of work list and work plan, subject to District approval, shall establish Architectural, Structural, Mechanical, Electrical, Civil, Landscape, Specifications, Bid Documents Construction Budget, and Schedule of Work to be performed during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 2.2. **Deliverables and Numbers of Copies.** Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:
  - 2.2.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;
  - 2.2.2. Two copies of meeting Reports/Minutes;
  - 2.2.3. Two copies of Schematic Design Package with alternatives;
  - 2.2.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;
  - 2.2.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.
- 2.3. **Presentation.**
  - 2.3.1. Architect shall present and review with the District the detailed Schematic Design.
  - 2.3.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## 3. MEETINGS / SITE VISITS / WORKSHOPS

- 3.1. When requested by District, Architect shall attend, take part in, and conduct meetings, site visits and workshops. Architect shall chair, conduct and take minutes of all meetings Architect attends (excluding Governing Board meetings).

**EXHIBIT B**

**PAYMENT SCHEDULE**

**1. Compensation**

- 1.1. District shall pay Architect for all Services satisfactorily completed pursuant to this Agreement in an amount equal to the following (“Fee”):

An amount equal to thirty-six thousand five hundred dollars and zero cents (\$36,500.00).

- 1.2. The Fee shall be full compensation for all Architect’s Services, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the 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 this Agreement, there shall be no payment for extra costs or expenses.

- 1.3. District shall pay Architect for all Services satisfactorily performed pursuant to the following schedule (“Payment Schedule”):

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Percent Amount
Pre-Design and Start-Up Services	20%
Schematic Design Phase	40%
Design Development Phase	40%

**CERTIFICATIONS TO BE COMPLETED BY ARCHITECT**

The undersigned must check each box and execute this form and hereby certifies to the Governing Board of the District that they are (1) a representative of the Architect, (2) are familiar with the facts herein certified and acknowledged, and (3) are authorized and qualified to execute this Agreement and these certifications on behalf of Architect and that by executing this Agreement they are 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.

**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 Agreement 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.

**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, consultants, or my firm's consultants' 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.

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



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

I, Maurice M. Macare [Your Name], Maurice M. Macare, Architect [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"): Maurice M. Macare, Architect  
 Mailing address: 12109 Serena Road, Lakeside, CA 92040  
 Address of branch office used for this Project: N/A  
 If subsidiary, name and address of parent company: N/A

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

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

**Russian Sanctions Certification.**

On February 21, 2022, President Biden issued Executive Order 14065 ("Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order ("State Order").

The District requires the Architect, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website – <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

**Tuberculosis Certification.**

The Architect and its consultants shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Architect hereby represents and warrants to District the following:

Architect and its consultants will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.

District has determined that Architect will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section 49406(m).

The following Architect and its Consultants shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section 49406. In addition, the Architect shall maintain on file the certificates showing that the consultants were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Architect and shall be available to District upon request or audit.

Architect further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

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**Lobbyist Certification.**

The Architect and its consultants shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Architect hereby represents and warrants to District the following:

Architect and its consultants are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.

Architect and its consultants' Services hereunder shall or may include lobbying. Architect and its consultants shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Architect shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Architect and shall be available to District upon request or audit.

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**Conflict of Interest Certification.**

The Architect and its consultants shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Architect hereby represents and warrants to District the following:

Architect and its consultants have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Architect's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.

Architect and its consultants have read and understand the District's Conflict of Interest Code and, Architect knows or has reason to believe that Architect has a conflict of interest that requires disclosure and Architect and its consultants shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Architect shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Architect and shall be available to District upon request or audit.

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**I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE ARCHITECT 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: 3/5/2026

Proper Name of Architect: Maurice M. Macaré, Architect

Signature:  Signed by:  
Maurice Macaré  
98C2B23CF179401...

By (Print Name): Maurice Macaré

Title: Principal Architect