Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

BOARD APPROVED ITEMS FROM THE 2.17.26 BOE MEETING

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
2/17/26 ---- Date ---- Signature

TITLE: APPROVAL OF AGREEMENT NO. 034419-374-F BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RACHLIN PARTNERS DBA HUCKABEE & ASSOCIATES, FOR ONGOING ARCHITECTURAL SERVICES FOR PROJECTS THROUGHOUT THE DISTRICT

Business & Facilities
Consent #11

February 17, 2026
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 15, 2022, the Board of Education approved the list of selected architectural and landscaping firms for the on-call architectural and landscape services for projects throughout the district. Rachlin Partners, Inc. is on the approved list and can provide these services.

The attached agreement is the master agreement for architectural services for projects throughout the district.

Rachlin Partners, Inc. has been acquired by Huckabee & Associates and is now called:

Rachlin Partners, Inc. Dba Huckabee & Associates

Fiscal Analysis

The Ongoing Architectural Services Agreement 034419-374-F (Exhibit "A") is a no-cost master services agreement establishing the terms and conditions applicable to each project assignment.

Recommendation

It is recommended that the Board of Education approve the Rachlin Partners, Inc. Dba Huckabee & Associates agreement 034419-374-F.

On motion #10B by Trustee Jubran, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. 034419-374-F with Rachlin Partners, Inc. Dba Huckabee & Associates.

Ayes: James Noes: Ø Absent: Ø Abstained: Ø
Resnick
Pietrosanto
Jubran
Smollen

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN

SIMI VALLEY UNIFIED SCHOOL DISTRICT

AND

RACHLIN PARTNERS, INC. DBA HUCKABEE & ASSOCIATES
MASTER AGREEMENT #034419-374-F

February 17, 2026

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

TABLE OF CONTENTS

Article 1	Definitions	4
Article 2	Scope, Responsibilities and Services of Architect	6
Article 3	Architect Staff	10
Article 4	Schedule of Services	11
Article 5	Construction Cost Budget	11
Article 6	Fee and Method of Payment	13
Article 7	Payment for Extra Services or Changes	14
Article 8	Ownership of Data	14
Article 9	Termination of Contract	16
Article 10	Indemnity / Architect Liability	17
Article 11	Fingerprinting	18
Article 12	Responsibilities of the District	18
Article 13	Liability of District	18
Article 14	Nondiscrimination	19
Article 15	Insurance	19
Article 16	Covenant against Contingent Fees	19
Article 17	Entire Agreement/Modification	19
Article 18	Non-Assignment of Agreement	19
Article 19	Law, Venue	20
Article 20	Alternative Dispute Resolution	20
Article 21	Not Used	20
Article 22	Severability	20
Article 23	Employment Status	20
Article 24	Certificate of Architect	21
Article 25	Cost Disclosure - Documents and Written Reports	22
Article 26	Notice & Communications	22
Article 27	Disabled Veteran Business Enterprise Participation	22
Article 28	District's Right to Audit	22
Article 29	Other Provisions	23
Article 30	Exhibits "A" through "H"	25

Fingerprint Certificate Public Works ----------26

Drug Free Workplace Certification ----------30

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

Non-Collusion Declaration ----------32

Rules of Conduct ----------33

Tobacco-Free Environment Certification ----------35

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT **A-1**
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES **B-1**
EXHIBIT "C" – SCHEDULE OF SERVICES **C-1**
EXHIBIT "D" – PAYMENT SCHEDULE **D-1**
EXHIBIT "E" – INSURANCE REQUIREMENTS **E-1**
EXHIBIT "F" – SCOPE OF WORK **F-1**
EXHIBIT "G" – CERTIFICATIONS/DECLARATIONS **G-1**
EXHIBIT "H" – SAMPLE PROJECT ASSIGNMENT AMENDMENT **H-1**

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ("Agreement") is made as of February 17, 2026, between the **Simi Valley Unified School District**, a California public school district, ("District") and **Rachlin Partners, Inc. Dba Huckabee & Associates** ("Architect") (collectively "Parties").

WHEREAS, the District desires to obtain architectural services for the planning, design and construction of various school facility projects throughout the District, including, but not limited to, modernization, new construction, field improvements, new portable flex classroom buildings, etc.;

WHEREAS, the District has fully not developed all required projects, and therefore, as each project becomes defined, the Parties agree this Agreement will be supplemented from time to time with individual "Project Assignment Amendment(s)" which will supplement this Agreement and which will particularize and more fully describe tasks and/or services to be performed pursuant to the terms of this Agreement; provided that, the Architect's services shall, in each instance in which the Architect is assigned a task or project under any such Project Assignment Amendment, continue to be governed by the terms of this Agreement in addition to the specific additional tasks and requirements set forth in the subsequent Project Assignment Amendment;

WHEREAS, the Parties agree that the written Project Assignment Amendments shall reference this Agreement, as well as identify the "Project" that is being incorporated into this Agreement by referencing the name of the improvement, location, scope of work, Architect's project number, and basis of compensation. The form Project Assignment Amendment form is attached hereto as **Exhibit "H"**;

WHEREAS, the Architect shall provide to the District, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete each Project and any other tasks/projects assigned to the Architect as further described in the various Project Assignment Amendments to this Agreement;

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any subsequent Projects covered by a Project Assignment Amendment unless specifically noted otherwise in the Project Assignment Amendment;

WHEREAS, the Parties agree that the terms of this Agreement shall be controlling in the event of a conflict or inconsistency between the terms of any Project Assignment Amendment with the terms set forth in this Agreement; and

WHEREAS, the Architect understands and agrees that the execution of this Agreement by the Parties does not require the District to award any specific Projects, tasks, or work to the Architect.

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

Article 1. Definitions

1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.

1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.

1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.

1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the construction costs.

1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.

1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.

1.1.9. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.

1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.

1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.

1.1.12. **District**: The Simi Valley Unified School District.

1.1.13. **DSA**: The Division of the State Architect.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit "A"**, **Exhibit "B"**, and/or **Exhibit "H"**.

1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.

1.1.16. **Project**: The specific work and scope of services set forth in a written Project Assignment Amendment which shall reference this Agreement.

1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

1.1.18. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

1.1.19. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable observation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

2.1. Architect shall render the Services described in **Exhibit "A**,**"** commencing with the execution of a written Project Assignment Amendment (see **Exhibit "H"** for sample) and upon receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C**."

2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.

2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.

2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:

2.4.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

2.4.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:

2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.

2.4.2.2. Construction sites where:

2.4.2.2.1. one (1) or more acres of soil will be disturbed, or

2.4.2.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.

2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the 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 contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, acoustical engineers, licensed as such by the State of California as part of the Basic Services under this Agreement. 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 Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel 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. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. 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, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms:

2.7.2.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.

2.7.2.2. Form DSA IR A-18: Use of Construction Documents Prepared by Other Professionals, as applicable.

2.7.2.3. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.7.2.4. Form DSA PR 07-01: Pre-Check Approval Process.

2.7.2.5. Form DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design, if applicable.

2.7.2.6. Form DSA PR 13-01, Construction Oversight Process Procedure.

2.7.1.6.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.

2.7.2.7. Form DSA PR 13-02, Project Certification Process.

2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.

2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.

2.10. Architect shall give efficient supervision to Services, in accordance with the standard of care ordinarily provided by architects practicing under the same or similar circumstances. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility to promptly correct any known or discovered of errors, inconsistencies, or omissions.

2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give 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. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that 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 at no additional cost to the District.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

2.14. The District has contracted for the use of Procore Construction Management Software ("Procore Software") in connection with the Project (and other public projects undertaken by the District). Notwithstanding anything to the contrary in this Agreement, the Architect and all Architect Consultants shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Architect's and Architect Consultants' representatives to use the District's Procore Software account, the Architect shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Architect and each Architect Consultant shall designate representatives for purposes of the Procore Software

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

who have knowledge and experience with respect to use of construction management software.

Article 3. Architect Staff

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

3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: _____

Project Director: _____

Project Architect(s): _____

Project Manager: _____

Other: _____

Major Consultants:

Electrical: _____

Mechanical: _____

Structural: _____

Civil: _____

Acoustical: _____

Other: _____

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

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

3.5. 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 Services required under this Agreement and that no person having any such interest shall be employed by Architect.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications 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 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A**,**"** and any Project Assignment Amendment 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 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 Architect's or Architect's Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A**,**"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.

5.2. Architect shall complete all Services as described in **Exhibit "A**,**"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:

5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.

5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.

5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:

5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or

5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

Article 6. Fee and Method of Payment

6.1. For each Project Assignment Agreement under this Agreement, the District shall pay Architect a Fee ("Fee"), which Fee shall be negotiated and/or calculated based on one of the following methods as specified by the District:

a. An amount not to exceed;

b. A fixed fee, plus 2% for reimbursable costs;

c. Hourly, with an amount not to exceed, based on the rates set forth in **Exhibit "D";** or

d. According to the Office of Public-School Construction sliding scale.

New Construction

1. Nine percent (9%) of the first five hundred thousand dollars ($500,000.00) of project computed cost. (Maximum of $45,000.00)

2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars ($500,000.00) of project computed cost. (Maximum of $42,500.00)

3. Eight percent (8%) of the next one million dollars ($1,000,000.00) of project computed cost. (Maximum of $80,000.00)

4. Seven percent (7%) of the next four million dollars ($4,000,000.00) of project computed cost. (Maximum of $280,000.00)

5. Six percent (6%) of the next four million dollars ($4,000,000.00) of project computed cost. (Maximum of $240,000.00)

6. Five percent (5%) of the project computed cost, in excess of ten million dollars ($10,000,000.00).

Reconstruction/Modernization

1. Twelve percent (12%) of the first five hundred thousand dollars ($500,000.00) of project computed cost. (Maximum of $60,000.00)

2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars ($500,000.00) of project computed cost. (Maximum of $57,500.00)

3. Eleven percent (11%) of the next one million dollars ($1,000,000.00) of project computed cost. (Maximum of $110,000.00)

4. Ten percent (10%) of the next four million dollars ($4,000,000.00) of project computed cost. (Maximum of $400,000.00)

5. Nine percent (9%) of the next four million dollars ($4,000,000.00) of project computed cost. (Maximum of $360,000.00)

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

6. Five percent (5%) of the project computed cost in excess of ten million dollars ($10,000,000.00).

Once the Final Fee has been calculated, the Final Fee shall not be adjusted except for additive changes to the project approved by the District in writing not resulting or related to the negligence of the Architect. Any portions of the project that are deleted or removed shall result in the Final Fee being adjusted as agreed upon by the parties.

6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**

6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been completed, pursuant to the terms set forth in this Agreement. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g.,

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

AutoCAD, Revit, Bluebeam or other). Architect shall deliver to District, on request, compact disc or USB format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format and .PDF. 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.

8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:

8.5.1. 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.

8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or format it was created in, or all, of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

8.5.4. One (1) set of electronic files in .PDF format of drawings and specifications that are part of the contract documents.

8.5.5. One (1) set of electronic files in Word format of all specifications that are part of the contract documents.

8.5.6. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

8.5.7. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that unauthorized change or use, unless Architect is found

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants. The District, however, may use the Architect's plans and documents or any Instruments of Service as reference documents for the purposes of additions, alignments, or other development on the Project site.

Article 9. Termination of Contract

9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if 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 Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's negligent actions errors, or omissions that caused the District to terminate the Agreement.

9.2. 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, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed, pursuant to this Agreement until the District's notice of termination. In addition, Architect will be reimbursed for reasonable termination costs through the payment of 3% of the sum due the Architect under this paragraph through 50% completion of the Architect's services of the current Project being performed pursuant to a Project Assignment Amendment, and if 50% completion is reached, payment of 3% of the unpaid balance of the fee for the current Project being performed pursuant to a Project Assignment Amendment to the Architect as termination costs. This 3% payment is agreed to compensate the Architect for the unpaid profit Architect would have made under the Project on the date of termination and is deemed adequate consideration for entry into this termination for convenience clause.

9.3. 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.

9.4. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation may be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

9.5. In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement or any Project Assignment Amendment, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of this dispute, Architect agrees to continue

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

the work for any Project diligently to completion. If the dispute is not resolved, Architect agrees it will neither rescind this Agreement or any Project Assignment Amendment nor stop the progress of the work, but Architect's remedy shall be to follow the Alternative Dispute Resolution process set forth in Article 20. District and Architect further agree that any withholding of Architect's payment shall be limited to 20%, per dispute, of the Architect's entire fee for this Agreement or any Project Assignment Amendment.

Article 10. Indemnity/Architect Liability

10.1. To the fullest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, and trustees ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, except for liability or Claims resulting from the sole or active negligence, or willful misconduct of the Indemnified Parties. Architect shall also, to the fullest extent permitted by California law, reimburse the Indemnified Parties, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, proportionate to the percentage of Architect's fault as determined by a court. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity here proportionate to the percentage of fault attributable to the Architect's negligence, recklessness, or willful misconduct as determined by a court. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

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

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

Article 11. Fingerprinting

During the entire term of this Agreement, the Architect, its Consultants, and their employees shall fully comply with the provisions of Education Code section 45125.1 unless specifically waived in writing by the District.

Article 12. Responsibilities of the District

12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefor, if any.

12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the plans and specifications prepared by the Architect shall include and incorporate all work required and recommended by the District's consultant as it relates to hazardous materials.

12.4. The District shall be responsible for state and local agency permit fees.

12.5. At Architect's request, the District shall provide the necessary tests, such as structural, mechanical, chemical, air and water pollution and hazardous materials tests when required by law or authorities having jurisdiction over the Project, to the best of the District's ability.

12.6. The District shall provide the Inspector of Record, as applicable.

Article 13. Liability of District

13.1. 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 or the Services performed in connection with this Agreement.

13.2. 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 Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

Article 14. Nondiscrimination

14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.

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

Article 15. Insurance

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

15.2. 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 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 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 contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. 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. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, 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 Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

Article 19. Law, Venue

19.1. 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.

19.2. To the fullest extent permitted by California law, 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 20. Alternative Dispute Resolution

20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.

20.2. Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 21. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 22. 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 23. Employment Status

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

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

23.2. Architect understands and agrees that 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.

23.3. Should the 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 Architect, or any employee or Consultant of Architect, is an employee of the District 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 Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

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

23.5. 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, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then 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 Architect or its employees of Consultants was not an employee.

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

Article 24. Certificate of Architect

24.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.

24.2. 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 of this Agreement.

24.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars ($1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

Article 25. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars ($5,000).

Article 26. Notice & Communications

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

District:	**Architect:**
Simi Valley Unified School District 101 West Cochran Street Simi Valley, CA 93065 ATTN: Lori Rubenstein, Bond Program Manager (805) 306-4500 ext. 4461 lori.rubenstein@simivalleyusd.org	_____ ADDRESS: _____ _____ ATTN: _____ PHONE:_____ EMAIL: _____

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 27. 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 percent (3%), 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, 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(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 28. District's Right to Audit

28.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

28.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.

28.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

28.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.

28.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 29. Other Provisions

29.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.

29.2. 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 Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the 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 as the District.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

29.3. Each party warrants 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

Article 30. **Exhibits "A"** through "**H"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Date: _____, 2026

By: _____

Print Name: Ron Todo

Title: Associate Superintendent
Business and Facilities

RACHLIN PARTNERS, INC.
DBA HUCKABEE & ASSOCIATES

Date: _____, 2026

By: _____

Print Name: Richard Ingrassia

Title: Partner

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "A"
SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, _____, am the _____ of
(Print Name) [SimiEDU45125-1] (Title)

_____. I declare, state, and certify all of the following:
(Entity)

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 provides methods to ensure pupil safety, among which, includes the following:

   CONTINUAL supervision and monitoring of ALL of Entity's employees by an employee of the Entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony [§45125.2(a)(2)].

   The District requires Entity to be able to comply with the above. As such, **Entity shall ensure District that Entity has a California Department of Justice issued ORI number** under which Entity's supervisory employees have been fingerprinted and have a valid criminal record summary AND that **Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions**. Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

   Entity's DOJ issued ORI Number ➡ [ ] ⬅ **If your entity does not have an ORI #, STOP** and contact the School District's Purchasing Director at 805-306-4500 x4601.

   As an alternative to Entity having an ORI number, the District may allow Entity's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
   A. The fingerprints of each person identified on Attachment B-1, providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
   B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity shall provide **additional Fingerprint Certificates** for each and every employee providing CONTINUAL supervision and monitoring who is not identified on Attachment B-1 prior to permitting such person(s) to perform supervision and monitoring of Entity's employees.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.2, the Contract is subject to termination, suspension of payments, or both.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity is performing work. If Entity is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance cannot be achieved, then Entity shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity has remedied the issues which may lead to Unsupervised Contact with students.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this ____ day of _____, 20_____.
(City and State) [SimiEDU45125-1b]

_____ _____
(Signature) (Handwritten or Typed Name)

Project: **034419-374-F Master Agreement for Architectural Services**

*** * * ATTACHMENT B-1 MUST BE COMPLETED IN ACCORDANCE WITH THE ABOVE * * ***

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below, **providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers**, have been submitted to the California Department of Justice under the Entity's California Department of Justice issued ORI number pursuant to Education Code §45125.1; and,

The California Department of Justice has issued written or electronic verification that each person identified has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) [SimiGOV8350] (Title)

_____
(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. Contractor's policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at_____ this ____day of _____, 20____.
(City and State)

_____
(Signature)

_____
(Printed or Typed Name)

Project: **034419-374-F Master Agreement for Architectural Services**

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

NON-COLLUSION DECLARATION

PROJECT: _____

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]

the _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
(Signature)

_____
(Name Printed or Typed)

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

Rules of Conduct

Project: 034419-374-F Master Agreement for Architectural Services

Each contractor and subcontractor performing work on this project shall adhere to the following rules of conduct:

1. All construction personnel will comply with current CDC/state requirements for COVID-**19.**

2. Professional and courteous behavior is expected and will be used at all times.

3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

4. The use of profanity and/or disparaging language will not be tolerated.

5. All contractors, subcontractors, architects, engineers or consultants will be required to wear a badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.

6. All contractors and subcontractors:

a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.

b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.

9. The use of any tobacco products on the Owner's property is strictly prohibited.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:
No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. This interpretation will be made by the Owner or designee.
Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.
Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

Non-compliance with any of the above-stated rules of conduct by any contractor, or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions. I further acknowledge that any delays to the schedule perceived or otherwise, as a result of the Owner/designee removing my employee from the job site, are my company's responsibility.

_____ _____
Authorized Signature [SimiROC] Title

_____ _____
Print Name Date

_____
Company

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: 034419-374-F Master Agreement for Architectural Services

This Tobacco-Free Environment Certification form is required from the successful Bidder.

The contract between **Simi Valley Unified School District** ("District") and

_____ ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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, vaping, 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 that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby 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/vape on any District site.

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I,_____ the _____of
(Name) [SimiLAB3700] (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

   (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

_____
(Contractor Name)

By: _____
(Signature)

_____
(Typed or printed name)

Project: **034419-374-F Master Agreement for Architectural Services**

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

Acknowledgement of District's Workplace Violence Prevention Program

CONTRACTOR: **Rachlin Partners, Inc. dba Huckabee & Associates**

In preparation for providing services to the Simi Valley Unified School District, we wish to inform you of the District's Workplace Violence Prevention Program (WVPP).

In compliance with California Labor Code section 6401.9, the district has established and implemented this plan, which encompasses the following components:

- Coordination with Other Employers
- Workplace Violence Incident Reporting Procedure
- Workplace Violence Hazard Identification and Evaluation
- Workplace Violence Hazard Correction
- Emergency Response Procedures, including:
  a. Dangerous people on school site or district office site.
  b. Threat of Violence or Violence in the community surrounding a school site or an LEA office site.
- Employee Access to the Written Workplace Violence Prevention Plan

If an imminent threat of violence is impacting a school site, the school office will announce a warning to lockdown or shelter in place. If a general threat is made, steps will be taken to assess the threat and communicate to the school site.

If you have any questions regarding the WVPP or would like to obtain a copy of the WVPP, please contact Stacey Shoff at Risk Management. If your organization or staff receives a threat of violence or would like to report a potential violent incident, contact the same person at 805-306-4500 extension 4081.

Acknowledged By

_____

Signature [SimiWVPP]

_____

Date

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

A.	SCOPE OF PROJECT	1
B.	BASIC SERVICES	1
C.	PRE-DESIGN AND START-UP SERVICES	4
D.	SCHEMATIC DESIGN PHASE	7
E.	DESIGN DEVELOPMENT PHASE	12
F.	CONSTRUCTION DOCUMENTS PHASE	16
G.	BIDDING PHASE	25
H.	CONSTRUCTION ADMINISTRATION PHASE	26
I.	CLOSE OUT PHASE	31
J.	MEETINGS / SITE VISITS / WORKSHOPS	32

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

A. SCOPE OF PROJECT

Unless specifically noted otherwise in the approved Project Assignment Amendment, the Architect shall provide all Services set forth in this Exhibit for each Project covered by a Project Assignment Amendment.

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Pursuant to the standard of care, 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 known or discovered errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.

3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,

    a. Physical characteristics;

    b. Legal limitations and utility locations for the Project site(s);

    c. Written legal description(s) of the Project site(s);

    d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

    e. Adjacent drainage;

    f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

i. Surveys, reports, as-built drawings, record drawings; and

j. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, 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.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a 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, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

5. **Interior Design.** Architect shall provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Architect shall advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as not to delay the Project and/or the District's beneficial occupancy of the Project.

6. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the District standards for facilities and construction at such time as they are adopted.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

7. **High Performance Schools**. If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

8. **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. 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").

9. **General Requirements.** The District has contracted for the use of Procore Construction Management Software ("Procore Software") in connection with the Project (and other public projects undertaken by the District). Notwithstanding anything to the contrary in this Agreement, the Architect and all Architect Consultants shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Architect's and Architect Consultants' representatives to use the District's Procore Software account, the Architect shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Architect and each Architect Consultant shall designate representatives for purposes of the Procore Software who have knowledge and experience with respect to use of construction management software.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify 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. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.

b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

b. Review DSA codes pertaining to the proposed Project design.

c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.

d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.

e. Administer Project as required to coordinate work with the District and among Consultants.

f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

3. Construction Cost Budget

a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:

(i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.

(ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.

(iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

(iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

(v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. Presentation

Architect, along with any involved consultant(s), shall present and review with the District and, if directed, by the District or the District's Governing Board, the summary and detail of work involved in a Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

5. Deliverables and Numbers of Copies

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, form that files were produced in, Word, etc. as appropriate including, but not limited to:

a. The Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);

b. The Site Plan;

c. The revised Construction Cost Budget;

d. The final Schedule of Services;

e. The meeting Reports/Minutes from the Kick-off and other meetings; and

f. The renderings provided to District for public presentation;

g. The specifications

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District

6. Meetings

During this Phase, Architect shall attend, take part in, and conduct meetings, take meeting minutes, site visits, and workshops.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

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. 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. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3. Architectural

a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.

d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

e. Identify code requirements, include occupancy classification(s) and type of construction.

4. Structural

a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. Mechanical

a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

c. Show selected system on drawings as follows:

(i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.

(ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.

(iii) Schematic piping.

(iv) Temperature control zoning.

d. Provide design criteria to include the intent base of design for the Project.

e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. Electrical

a. Calculate overall approximate electrical loads.

b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.

c. Show system(s) selected on drawings as follows:

(i) Single line drawing(s) showing major distribution system.

(ii) Location and preliminary sizing of all major electrical systems and components including:

(A) Load centers.
(B) Main panels.
(C) Switch gear.

d. Provide design criteria to include the intent base of design for the Project.

e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

7. Civil

a. Develop on and off-site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

Coordinate finish floor elevations with architectural site plan.

8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

9. Acoustical (if applicable)

Develop and coordinate acoustical design concepts, entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description.

10. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

11. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

a. 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 mark-up.

(i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

c. 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).

d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

12. Scheduling

Architect shall prepare a preliminary project schedule. Schedule shall include, but is not limited to:

a. District Review Time (5 days minimum per phase)

b. Fire Department Reviews

c. DSA Submittal Date

d. DSA Plan Check

e. Bid Open

f. Bid Date (minimum 21 days)

g. BD Meeting for Contract Approval

h. Punch List

i. District Occupancy

13. Deliverables and Numbers of Copies

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

electronic format .pdf and AutoCAD, form that files were produced in, Word, etc. as appropriate including, but not limited to:

a. The breakdown of Construction Cost Budget as prepared for this Phase;

b. The meeting reports/minutes;

c. The Schematic Design Package with alternatives;

d. Specifications

e. Drawings

f. A statement indicating changes made to the Architectural Program and Schedule; and

g. The DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

h. Schedules

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

14. Presentation

a. Architect shall present and review with the District the detailed Schematic Design.

b. 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.

15. Meetings

During this Phase, Architect shall attend, take part in, and, conduct meetings, take meeting minutes, site visits, and workshops.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

a. Scaled, dimensioned floor plans with final room locations including all openings.

b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.

d. Identification of all fixed equipment to be installed in Project.

e. Interior finishes identified and located within the rooms of all buildings.

f. Site plan completely drawn with beginning notes and dimensions including grading and paving.

g. Preliminary development of details and large scale blow-ups.

h. Legend showing all symbols used on drawings.

i. Floor plans identifying all fixed and major movable equipment and furniture.

j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

(i) Light fixtures.

(ii) Ceiling registers or diffusers.

(iii) Access Panels.

l. Signage schedule.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

2. Structural

a. Structural drawings with all major members located and sized.

b. Establish final building and floor elevations.

c. Preliminary specifications.

d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.

e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. Mechanical

a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

b. Major mechanical equipment should be scheduled indicating size and capacity.

c. Ductwork and piping should be substantially located and sized.

d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.

e. Devices in ceiling should be located.

f. Legend showing all symbols used on drawings.

g. More developed Outline Specifications indicating quality level and manufacture.

h. Control Systems identified.

i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. Electrical

a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

b. All major electrical equipment should be scheduled indicating size and capacity.

c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers,

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.

d. Legend showing all symbols used on drawings.

e. More developed and detailed Outline Specifications indicating quality level and manufacture.

f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Civil

a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. Landscape

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover, and irrigation main distribution lines.

7. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

8. Construction Cost Budget

a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:

(i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

9. Schedule

Revise project schedule for the project.

10. Deliverables and Numbers of Copies

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, AutoCAD, form that files were produced in, Word, etc. as appropriate including, but not limited to:

a. The Design Development drawing set from all professional disciplines necessary to deliver the Project;

b. The Specifications;

c. The revised Construction Cost Budget and comparison from previous phase;

d. Schedules;

e. The DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA; and

f. Material list.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

The Design Development deliverables 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.

11. Meetings

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

During this Phase, Architect shall attend, take part in, and conduct meetings, take meeting minutes, site visits, and workshops.

F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

1. Construction Documents ("CD") 50% Stage:

a. **General**

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. **Architectural**

(i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

(ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

(iii) Architectural details and large blow-ups started.

(iv) Well developed finish, door, and hardware schedules.

(v) Site utility plans started.

(vi) Fixed equipment details and identification started.

(vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. **Structural**

(i) Structural floor plans and sections with detailing well advanced.

(ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(iii) Completed cover sheet with general notes, symbols and legends.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

d. **Mechanical**

(i) Mechanical calculations virtually completed with all piping and ductwork sized.

(ii) Large scale mechanical details started.

(iii) Mechanical schedule for equipment substantially developed.

(iv) Complete design of Energy Management System ("EMS").

e. **Electrical**

(i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

(ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

(iii) All electrical equipment schedules started.

(iv) Special system components approximately located on plans.

(v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Landscape**

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

h. **Acoustical (if applicable)**

Develop and coordinate acoustical design concepts, entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description.

i. **Construction Cost Budget**

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

j. **Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

(i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

(B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.

(ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iii) Specifications shall be in CSI format.

k. **Schedule**

Revise project schedule for the project.

l. **Deliverables and Numbers of Copies**

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

each item in electronic format .pdf and AutoCAD, form that files were produced in Word, etc. as appropriate including, but not limited to:

(i) The working drawings;

(ii) The Specifications;

(iii) The materials list;

(iv) Schedules;

(v) The statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

(vi) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

2. Construction Documents – 100% / Completion Stage:

a. **Architectural**

(i) Completed site plan.

(ii) Completed floor plans, elevations, and sections.

(iii) Architectural details and large blow-ups completed.

(iv) Finish, door, and hardware schedules completed, including all details.

(v) Site utility plans completed.

(vi) Fixed equipment details and identification completed.

(vii) Reflected ceiling plans completed.

b. **Structural**

(i) Structural floor plans and sections with detailing completed.

(ii) Structural calculations completed.

c. **Mechanical**

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

(i) Large scale mechanical details complete.

(ii) Mechanical schedules for equipment completed.

(iii) Completed electrical schematic for environmental cooling and exhaust equipment.

(iv) Complete energy conservation calculations and report.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

d. **Electrical**

(i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

(i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

(ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

(B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.

(iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format.

h. **Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. **Deliverables and Numbers of Copies**

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, form that files were produced in Word, etc. as appropriate including, but not limited to:

(i) The working drawings;

(ii) The Specifications;

(iii) The engineering calculations;

(iv) The revised Construction Cost Budgets and comparison from previous phase;

(v) A statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

(vi) The cut sheets:

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

(A) Hardware

(B) Fire Alarm

(vii) Material board and list of materials;

(viii) The DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and

(ix) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

b. Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, form that files were produced in Word, etc. as appropriate including, but not limited to:

(i) DSA approved documents including, but not limited to:

(A) Drawings;

(B) Specifications;

(C) Calculations; and

(D) Cut sheets.

(ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

c. All other Documents required for bidding.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.

2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.

3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.

4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

5. Respond to District and potential bidder questions and clarifications.

6. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the Architect and/or the District.

7. Attend all bid walks.

8. Attend bid opening.

9. Coordinate with Consultants.

10. Deliverables and Number of Copies

Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf, AutoCAD`, form that files were produced in Word as appropriate including, but not limited to:

a. The meeting report/minutes from the kick-off meeting;

b. The meeting report/minutes from the pre-bid site walk; and

c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with the plans and specifications marked as a Conforming Set.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

H. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

2. Construction Oversight and Project Certification Process

a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).

b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.

c. Prior to commencement of construction, Architect shall provide two (2) copies of the DSA approved construction documents and two (2) of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.

d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.

e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.

f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.

g. Architect shall respond to DSA field trip notes as necessary.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

h. Architect shall conduct weekly construction meetings and take meeting minutes, keep the construction logs including but not limited to:

(i) Change directives (CCD's);

(ii) Change Orders

(iii) Requests for Information;

(iv) Submittals;

(v) Pay applications;

i. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

j. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.

k. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

a. Architect shall review at District's request all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected, within three (3) day time period.

b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication, distribution and uploaded into the District's construction management software, Procore, at no additional cost to the District.

4. Submittals

a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed five (5) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This five (5)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") 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 three (3) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This three-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.

6. **Notices of Deficient Work**. On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.

7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.

8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) hard copy set together with one (1) copy of each item in electronic format .pdf and AutoCAD, Word, etc. as appropriate of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

> These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. Architect shall provide one (1) hard copy together with one (1) copy of each item in electronic format .pdf and AutoCAD, Word, etc. as appropriate.

   The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.

11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

    The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

12. **Deliverables and Number of Copies**

    Within five (5) days of the end of this Phase, Architect shall provide to the District two (2) hard copies of the following items produced in this Phase, together with one (1) copy of each item in electronic format .pdf and AutoCAD, Word, etc. as appropriate including, but not limited to:

    a. The meeting report/minutes from the kick-off meeting;

    b. The observation reports;

    c. The weekly meeting reports;

    d. RFI's in binder with tabs labeled;

    e. As-Built drawings (updated construction drawings in AutoCAD);

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

f. Posted set;

g. Submittals/Shop Drawings;

h. Change Orders, in binder with tabs labeled; and

i. CCD's – in binder with tabs labeled.

The Architect shall upload into the District's construction software, Procore, at no additional cost to the District.

13. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:

a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.

c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.

d. Architect shall respond to the DSA "90-day" letter.

e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.

f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.

g. Architect shall review and prepare a package of all warranty and O&M documentation.

h. Architect shall organize electronic files, plans and prepare a Project binder.

i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.

2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.

3. Deliverables and Number of Copies

a. Two (2) copies of punch lists for each site electronically and uploaded into the District's construction software, Procore; and

b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

J. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. General Meeting, Site Visit, and Workshop Requirements

a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.

b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.

d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. Meetings During Project Initiation Phase

a. Within the first week following execution of the Agreement, Architect shall participate in kick-off meetings to determine the Project intent, scope, budget and timetable, which shall encompass the following:

(i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.

(ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.

(iii) During this meeting, Architect shall:

(A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

(B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

(C) 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.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

(D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

b. Architect shall participate in additional meeting(s) as requested by District.

4. Initial Site Visits

a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

5. Meetings During Architectural Program

a. Architect shall participate in community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the site during construction.

b. Architect shall conduct site visit/meetings with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.

c. Architect shall conduct a minimum of one (1) additional meetings as requested by District.

d. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

6. Meetings During Schematic Design Phase

a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct a design workshop[s] with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:

(i) Architect shall designate its team member duties and responsibilities.

(ii) Architect and District shall review District goals and expectations.

(iii) District shall provide input and requirements.

(iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

(v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

(vi) Establish methods to facilitate the communication and coordination efforts for the Project.

b. Architect shall participate in additional meeting(s) as requested by District.

7. Meetings During Design Development Phase

a. At the time designated for completion of the Design Development package, Architect shall conduct meeting[s], per package or submittal, with the District to review the following:

(i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

(ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

b. **Value Engineering Workshop**

(i) Architect shall conduct value engineering workshop(s), as requested by the District, which shall include all of Architect's Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

8. Meetings During Construction Documents Phase

a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meeting(s), per package or submittal, with the District to revise the Design Development package and receive comments.

b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct meeting(s), per package or submittal, with the District to review the following:

(i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.

(ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct one (1) meeting(s), per package or submittal, with the District to review the following:

(i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

(ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

9. Meetings During Bidding Phase

a. Conduct and take part in meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.

b. Prepare Bid walk agenda and sign-in / sign – out sheets.

c. Prepare and issue Addenda as required.

d. Conduct post bid interviews with potentially successful bidders.

e. Conduct kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. Meetings During Construction Administration Phase (Two-Hundred (200+) meeting(s), plus weekly Project meetings until entire Project is complete)

a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.

b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.

c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

11. Citizens' Bond Oversight Committee Meetings

Architect acknowledges that the design and construction of the Project may be subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review, as directed by the District.

12. Governing Board Meetings

Architect acknowledges that the District's Governing Board must approve all change orders. Architect shall, at the District's direction, attend District Governing Board meeting(s) and present the Documents to the District's Governing Board for review and approval.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

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

A. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.

B. 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.

C. Providing services made necessary by the default of Contractor(s).

D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A**." Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District, in writing, that expected deliverables may be in excess of the number indicated in **Exhibit "A**," so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.

F. Providing services as directed by the District that are not part of the Service of the Agreement.

G. Providing training, adjusting, or balancing of systems and / or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

H. Providing services of consultants, if any other than those specified as under this Agreement.

I. Providing services as directed by the District that are not part of the Basic Services of this Agreement.

   a. Approved agency fees

   b. Reimbursable Expenses shall not include the following specified items:

      (i) Travel expenses;

      (ii) Check prints;

      (iii) Prints or plans or specifications made for Architect's consultants and all progress prints;

      (iv) 3D plotting/printing;

      (v) Plans and specifications;

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

(vi) Architect's consultants' reimbursables;

(vii) Models or mock-ups;

(viii) Renderings, presentation boards or photographs; and

(ix) Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board, other public agencies, Community and/or Staff, or Citizen's Oversight Committee meetings.

J. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

K. 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. Architect can insert their standard rate schedule.

Job Title	**Hourly Rate**
Principal In Charge:	
Associate Principal:	
Project Manager:	
Designer:	
Assistant Project Manager:	
Intern Architect:	
Contract Administrator:	

L. The mark-up on any approved reimbursable item of Extra Services shall not exceed zero percent (0%).

M. Approved reimbursable expenses are estimated to be four percent (4%) and this amount shall not be exceeded without the prior written approval of the District.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "C"

SCHEDULE OF SERVICES

A. Promptly after the execution of this Agreement and the corresponding Project Assignment Amendment, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.

B. Start Design Schedule: **[Start Date]** through DSA Close Out of Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "D"

PAYMENT SCHEDULE

A. **Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of 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.

2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.

3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE		
Phase		**Phase Amount**
Pre-Design/Architectural Program Development Phase		2.5%
Schematic Design Phase		10%
Design Development Phase		15%
Construction Documents Phase-Submittal to DSA		25%
Approval by DSA		5%
Bidding Phase		5%
Construction Administration Phase		27.5%
Close Out Phase		10%
Generate Punch List	2%	
Sign Off On Punch List	2%	
Receive and Review All M & O Documents	2%	
Filing All DSA Required Close Out Documents	2%	
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%	
TOTAL BASE COMPENSATION		**100%**

B. **Method of Payment**

1. 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. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

   a. **Pre- Design/Architectural Program Development Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

   b. **For Schematic Design Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

   c. **For Design Development Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

   d. **For Construction Documents Phase:**

      Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

   e. **For Bidding Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

   f. **For Construction Administration Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

   g. **For Close Out:**

      Lump sum payment no sooner than thirty (30) days and no later than forty (40) days after completion of all items in this Phase.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "E"

INSURANCE REQUIREMENTS

A. 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 Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense 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 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 by the District as a material breach of contract.

B. **Minimum Scope and Limits of Insurance**: Coverage shall be at least as broad as the following scopes and limits:

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.

2. **Commercial Automobile Liability, Any Auto**. Two million dollars ($2,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation Liability**. For all of the 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, a Workers' Compensation policy. 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.

4. **Employment Practices Liability**. For all of the Architect's employees who are subject to this Agreement, 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. 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.

5. **Professional Liability**. This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars ($2,000,000) aggregate limit subject to no more than Fifty Thousand Dollars ($50,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

C. The District reserves the right to modify the limits and coverages described herein.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

D. **Deductibles and Self-Insured Retention**: Architect shall inform the District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars ($25,000). At the option of the District, either:

1. The District can accept the higher deductible;

2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or

3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions**: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to the projects, 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 Architect's insurance and shall not contribute with it.

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.

4. 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.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, 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.

F. **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. 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, the District may either:

1. Accept the lower rating; or

2. Require Architect to procure insurance from another insurer.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

G. **Verification of Coverage**: Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and

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 coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "A"

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

The Ventura County Schools Self-Funding Authority requires that our district obtain a **Certificate of Insurance** and **Additional Insured Endorsements** prior to our school/district utilizing your company's services. The instructions below can be used as a guide to help meet our District requirements:

NOTE: YOUR SPECIFIC LIMITS MAY DIFFER. See contract/agreement for required limits.

- INSURED NAME and ADDRESS must be shown.
- INSURANCE CARRIER must be satisfactory to district, with a current A.M. Best rating of no less than (financial strength:financial size) A-:VII.
- GENERAL LIABILITY *(Additional Insured And Other Endorsements Required)*
  1. Commercial General Liability "box" must be checked.
  2. Occurrence "box" must be checked.
  3. Policy number must be shown.
  4. Policy effective and expiration dates must be current.
  5. Each Occurrence limit must be at least $2,000,000.00.
  6. Personal and Advertising Injury limit must be at least $1,000,000.00.
  7. General Aggregate limit must be at least $4,000,000.00.
  8. Products/Completed Operations Aggregate limit must be at least $4,000,000.00.

  - ADDITIONAL INSURED ENDORSEMENT including COMPLETED OPERATIONS
    ISO form **"CG 20 10 11 85" or "CG 20 10 10 01 and CG 20 37 10 01" or equivalent** must be included.
    (See page 2 for other acceptable endorsements)
  - PRIMARY, NON-CONTRIBUTORY ENDORSEMENT ISO form **"CG 20 01 01 13" or equivalent**
  - WAIVER OF SUBROGATION ISO form **"CG 24 04 05 09" or equivalent**

  Name of Person or Organization on endorsement must show: "Simi Valley Unified School District, its governing board, officers, agents, employees, and/or volunteers as additional insureds."

- AUTOMOBILE LIABILITY
  Combined Single Limit (each accident) must be at least $1,000,000.00.
  Any "box" checked is preferred. Owned and Non-owned "boxes" must be checked at a minimum.
- UMBRELLA LIABILITY ***if applicable*** provides additional coverage amount.
  Occurrence "box" must be checked.
- WORKERS' COMPENSATION & EMPLOYERS' LIABILITY *(Waiver of Subrogation Required)*
  Statutory limits required for Workers' Compensation. Minimum of $1,000,000 for Employer's Liability.
  - WAIVER OF SUBROGATION ISO form **"CG 24 04 05 09" or equivalent**
- PROFESSIONAL LIABILITY or Errors & Omissions ***if applicable*** (typical for architects, consultants, etc.).
  Limit must be at least $1,000,000.00. Claims Made "box" must be checked.
- POLLUTION LIABILITY ***if applicable*** (required for hazardous materials, waste haulers, pest control, etc.).
  Limit must be at least $1,000,000.00 each occurrence (or as statutorily mandated by regulatory agencies)
- DESCRIPTION OF OPERATIONS
  District prefers certificate be applicable to "All operations during the policy period at Simi Valley Unified School District sites". Carrier may limit certificate to a specific project.
- CERTIFICATE HOLDER **must read as follows:**
  Simi Valley Unified School District
  101 W. Cochran Street
  Simi Valley, CA 93065
- CERTIFICATE MUST BE SIGNED

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

The following is a breakdown of acceptable Additional Insured Endorsements and their combinations.

Name of Person or Organization on endorsement must show: "Simi Valley Unified School District, its governing board, officers, agents, employees, and/or volunteers as additional insureds."

Public Works / Contractors		
Endorsement	**AND**	Endorsement
391-1006 08 16 AB 91 89 (08/07) AP2009US 04-10 CG 20 10 11 85 CG 20 10M 11 85 CG 20 10R 12/11 CG 20 26 11 85 CG 72 77 10 15 CG 81 86 CMP-4786.1 CNA 74705XX (01/15) CNA 74872 (01/15) CNA 75079XX (01/15)	ECP 1004 0410 EN 0137-0211 G-123127-B G-17957-G (01/01) GA 4523IL 05 20 HG 00 01 09 16 J6858 102/93-6858 (10/12) PPB 304 02 12 SB-146968-A (01/06) SPE 0001-0115 SS 00 08 04 05 U-GL-2162A CW (02/19) W433 (09/12)	None
TWO endorsements are required:		
Endorsement (Ongoing operations)	**AND**	Endorsement (Operations completed)
49-0108 (07/11) 80-02-2305 (03-17) 80-02-2367 (05/07) 81995 (02/09) AB 918908 07 ALZ AIE OPWS 00 01 03 18 BP 04 50 07 13 BP 79 96 07 13 BP 80 21 10 15 BP 89 05 01 87 CA 990312 05 14 CG 20 07 04 13 CG 20 10 CG 20 26 CG 20 33 CG 20 38 04 13 CG 73 23 11 11 CG 7578 (05/15) CG 88 10 04 13 CGL 20 33 08 15 CNA 71527xx (10/12) CNA 97587xx (4-2020) ECG 20 596 (04/12) ECG 20 583 07 04	EN0321-0211 EPACE101-0814 G-140331-D (01/13) GBA 105014 1215 GLS-448s (02/15) HG 00 01 09 16 ISO 49-0108 07 11 ISO u156-0310 L 815 (02/15) ML 10 81 04 13 SB146932F (6-16) SCG 20 30 09 07 SS 41 70 06 11 TM 172 10 11 TMGL 172 10/11 U156-0310 U-GL-1175-F-CW (04/13) U-GL-1177-F-CW (04/13) VCG 207 (07/09) VLCG 2026 07 04 WW433A (02/19)	80-02-8446 (1/15) AB 9067 12-93 BP 04 48 07 13 or 01 97 CA 04 44 10 13 CG 20 10M 11 85 CG 20 37 07 04 CG 20 37 10 01 CG 21 54 01 96 CG 85 83 04 13 CG T8 04 08 18 ECG 20 598 05 09 EN0320-0211 EN0111-0211 EPACE100-0814 G-19160-B (11/97) GLS-150s (07/06) ML 13 57 04 13 SB 146968B (6-16) SS 41 71 12 19 SCIS-BAICOM-1 (10/15) TM 176 1011 TMGL 175 01 20
For Travelers Companies:	**AND**	
CG D3 81 09 07 CG D3 81 09 15 CG D3 82 09 15 CG D1 05 04 94 CG D2 47 08 05	CG D2 47 04 19 CG D1 44 02 19 CG D2 46 04 19 CG D6 04 02 19 CG TI 00 02 19	None
CG D3 61 03 05 CG D3 16 02 19 CG D4 17 01 12	CG T8 02 12 21 CG T8 03 03 22	CG 20 37 10 01 or CG 20 37 07 04 CG D2 46 04 19 CG T8 01 12 21

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "F"

SCOPE OF WORK

The scope of work for each project will be identified on each Project Assignment Amendment.

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "G"

CERTIFICATIONS / DECLARATIONS

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

CERTIFICATION

I, _____ certify that I am the bidder's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SAMPLE

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATION OF FINANCIAL RELATIONSHIPS DISCLOSURE (AB 635)

ROOFING PROJECT

This form shall be executed by all architects, engineers, roofing consultants, contractors, materials manufacturers, and vendors prior to the provision of any professional services or goods for a "roof project" (repair or replacement), as that term is defined at Public Contract Code section 3000(f). [SimiPCC3000f-1]

Certification of:		
{{[]Roof1_es_:signer1}} Architect	{{[]Roof2_es_:signer1}} Engineer	{{[]Roof3_es_:signer1}} Roofing Consultant
{{[]Roof4_es_:signer1}} Contractor	{{[]Roof5_es_:signer1}} Vendor	{{[]Roof6_es_:signer1}} Materials Manufacturer
{{[]Roof71_es_:signer1}} Other	Describe "Other" Provider Type {{Other Provider Type_es_:signer1}}	

I, {{*ContractorName_es_:signer1:fullname}} **(Name),** {{*ContractorTitle_es_:signer1:title}} **(Title),**

1. 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 any contract or purchase order for a roof project, as that term is defined at Public Contract Code section 3000(f), described as: _

2. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

3. Throughout the duration of contracts, I will not have any financial relationship in connection with the Roof Project with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

4. I have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the Roof Project:

{{Relationship1_es_:signer1}}

{{Relationship2_es_:signer1}}

{{Relationship3_es_:signer1}}

{{Relationship4_es_:signer1}}

I certify that to the best of my knowledge, the contents of this disclosure are true.

Date: {{*Dte_es_:signer1:date}}

Signature: {{*ContractorSignature_es_:signer1:signature}}

Print Name: {{*ContractorName_es_:signer1:fullname}}

Print Name of Employer: {{*ContractorCompany_es_:signer1:company}}

[SimiPCC3000f-2]

SAMPLE

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

EXHIBIT "H"

SAMPLE PROJECT ASSIGNMENT AMENDMENT (PAA)
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District ("District") and _____ ("Architect") as of [*insert date*].

Whereas, the District entered into a written Agreement entitled Master Agreement for Architectural Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect;

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the Architect for completion of design professional services; and

Whereas, this PAA shall be considered attached to and incorporated into the Agreement as the Parties desire to identify a particular Project that will be completed pursuant to the terms of the Agreement.

NOW THEREFORE, the District and Architect and agree as follows:

1. **Assigned Project Description**. The Assigned Project is described as follows: _____ per the attached Proposal (Attachment 1) from Architect dated _____.

2. **Assigned Project Construction Budget**. The Construction Budget for the Assigned Project is _____.

3. **Assigned Project Basic Services**. The Basic Services Phases for the Assigned Project are:

4. **Assigned Project Design Disciplines and Design Consultants**. The Design Disciplines included within the scope of the Assigned Project include the following: the Architect shall complete all services for the Design Disciplines noted below with its own employees or by Design Consultants to the Architect.

Design Disciplines; Design Consultants
As required.

SAMPLE

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

5. **Assigned Project Schedule**. The Architect's Completion of Basic Services for the Assigned Project shall be in accordance with the following:

Basic Services Phases	Completion Date

6. **Assigned Project Contract Price**. The Contract Price for the Assigned Project shall not exceed **_____ Dollars ($_____).** The Contract Price for the Assigned Project is allocated to the Basic Services as follows, per the master agreement:

Basic Services Phases	Contract Price Allocation	Percentage of Contract Price
Total Contract Price:	**$**	100%

7. **Design Consultants**. Design Consultants to the Architect for the design disciplines required for the Assigned Project are as follows: _____.

8. **Agreement Terms**. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

SAMPLE

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396

IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District	**Architect**
Simi Valley Unified School District	_____
By: _____	By: _____
Name: Ron Todo_____	Name: _____
Title: Associate Superintendent, Business & Facilities	Title: _____

SAMPLE

Certificate Of Completion

Envelope Id: 815DB3CC-49B8-48ED-A5C0-5C08C9B6C396 Status: Sent
Subject: Please DocuSign: Agreement and Documents for Master Agreement #034419-374-F - Huckabee & Associates
Source Envelope:
Document Pages: 88 Signatures: 0 Envelope Originator:
Certificate Pages: 5 Initials: 0 Public Works
AutoNav: Enabled Simi Valley Unified School District
EnvelopeId Stamping: Enabled 101 West Cochran Street
Time Zone: (UTC-08:00) Pacific Time (US & Canada) Simi Valley, CA 93065
publicworks@simivalleyusd.org
IP Address: 207.157.143.40

Record Tracking

Status: Original Holder: Public Works Location: DocuSign
2/6/2026 12:17:01 PM publicworks@simivalleyusd.org
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: Simi Valley Unified School District Location: Docusign

Signer Events	Signature	Timestamp
Richard Ingrassia Richard.Ingrassia@huckabee-inc.com Sr. Principal Richard Ingrassia Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/11/2026 12:48:06 PM ID: 6b2508ee-0e29-424e-a42a-25d59051a626		Sent: 2/6/2026 2:34:14 PM Resent: 2/10/2026 2:13:49 PM Viewed: 2/11/2026 12:48:06 PM
Maria Nieto publicworks@simivalleyusd.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ron Todo ron.todo@simivalleyusd.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/10/2026 3:30:21 PM ID: 07db0a7b-73d5-4bde-bd9d-e2cf49a74ba5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2026 2:34:15 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

EXHIBIT "A"

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
2/17/26 AY
Date Signature

TITLE: APPROVAL OF AGREEMENT NO. R26-02830 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RACHLIN PARTNERS DBA HUCKABEE & ASSOCIATES, FOR ARCHITECTURAL SERVICES FOR THE RENOVATION AND NEW LOBBY AT SINALOA MIDDLE SCHOOL

Business & Facilities
Consent #12

February 17, 2026

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 15, 2022, the Board of Education approved the list of selected architectural and landscaping firms for the on-call architectural and landscape services for projects throughout the district. The firm of Rachlin Partners, Inc. is on the approved list and can provide these services.

Rachlin Partners, Inc. has been acquired by Huckabee & Associates and is now called:

Rachlin Partners, Inc. Dba Huckabee & Associates

This agreement will utilize the Master Agreement 034419-374-F.

Fiscal Analysis

$227,500.00 Base Fee
$ 2,275.00 Reimbursable (1%)
$229,775.00 Total Contract, funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Agreement R26-02830 for architectural services for the renovation and new lobby at Sinaloa Middle School with Rachlin Partners, Inc. Dba Huckabee & Associates.

On motion #108 by Trustee Jubran, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement R26-02830 for architectural services for the renovation and new lobby at Sinaloa Middle School with Rachlin Partners, Inc. Dba Huckabee & Associates.

Ayes: James Noes: Ø Absent: Ø Abstained: Ø
Resnick
Pretrolungo
Jubran
Smollen

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT R26-02830

SINALOA MIDDLE SCHOOL RENOVATION AND NEW LOBBY

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Rachlin Partners, Inc. Dba Huckabee & Associates ("Architect") as of February 17, 2026.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Architectural Services, Agreement 034419-374-F ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

Whereas, this PAA sets forth the specific terms and conditions applicable to the district assignment of the Assigned Project to the Architect for completion of design professional services.

NOW THEREFORE, the District and Architect agree as follows:

1. **Assigned Project Description**. The Assigned Project is described as follows: **Design Services for the Renovation and New Lobby at Sinaloa Middle School.**

2. **Assigned Project Construction Budget**. The Construction Budget for the Assigned Project is Two Million Dollars ($2,000,000.00).

3. **Assigned Project Basic Services**. The Basic Services Phases for the Assigned Project are:

Basic Services Phases
Pre-Design / Architectural Program Development Phase
Schematic Design
Design Development
Construction Documents / DSA Approval
Bidding Phase
Construction Administration
Closeout and DSA Final Certification

4. **Assigned Project Design Disciplines and Design Consultants**. The Design Disciplines included within the scope of the Assigned Project include the following: the Architect shall complete all services for the Design Disciplines noted below with its own employees or by Design Consultants to the Architect. An Acoustic Consultant has not been included, and if needed, will be as additional services.

Design Disciplines, Design Consultants
Civil Engineering, if required
Structural Engineering
Technology and Security Systems Pathways Engineering
Mechanical, Electrical, Plumbing & Fire Alarm / Sprinkler Systems Engineering
Cost Estimating
Other:

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

5. **Assigned Project Schedule**. The Architect's Completion of Basic Services for the Assigned Project shall be in accordance with the following phases:

Basic Services Phases	Completion Date
Phase 1: Schematic Design	Thursday, April 30, 2026
Phase 2: Design Development	Wednesday, July 08, 2026
Phase 3: Construction Documents (50% submittal)	Friday, August 14, 2026
Phase 4: Construction Documents (100% submittal)	Friday, November 20, 2026
Phase 5: DSA Approval	Friday, March 19, 2027
Phase 6: Award of Construction	Tuesday, April 20, 2027
Phase 7: Construction Administration	Friday, November 12, 2027
Phase 8: Closeout and DSA Final Certification	Friday, January 14, 2028

6. **Assigned Project Contract Price**. The Contract Price for the Assigned Project will be based on the state of California's sliding fee schedule and will be reconciled to the construction contract bid award amount. The preliminary fee of **Two-Hundred Twenty-Seven Thousand Five-Hundred Dollars ($227,500.00)** is based on a Construction Budget of $2,000,000.00 as described on the attached Proposal from Architect dated January 5, 2026 (Attachment 1). The Contract Price is allocated to the Basic Services Phases per the master agreement:

Basic Services Phases	Estimated Contract Price	Percentage of Construction Budget
Pre-Design/Architectural Program Development Phase	$ 5,687.50	2.5%
Schematic Design Phase	$22,750.00	10%
Design Development Phase	$34,125.00	15%
Construction Documents Phase-Submittal to DSA	$56,875.00	25%
Approval by DSA	$11,375.00	5%
Bidding Phase	$11,375.00	5%
Construction Administration Phase	$62,562.50	27.5%
Close Out Phase	$22,750.00	10%
Generate Punch List 2% ($4,550.00)		
Sign Off On Punch List 2% ($4,550.00)		
Receive and Review All M & O Documents 2% ($4,550.00)		
Filing All DSA Required Close Out Documents 2% ($4,550.00)		
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings 2% ($4,550.00)		
Total Estimated Fee:	**$227,500.00**	100%

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

7. **Estimated Reimbursable Expenses**. In addition to the Contract Price, an amount of $2,275.00 has been identified for "Reimbursable Expenses" in Attachment 1. Reimbursable Expenses shall be in accordance with Agreement 034419-374-F for Ongoing Architectural Services.
8. **Agreement Terms**. All terms of Agreement 034419-374-F for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA. In the event of a conflict between the sliding fee identified in this Agreement, and the California State Sliding fee for design of public-school facilities, the California State Sliding fee shall govern.

IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District **Simi Valley Unified School District**	**Architect** **Rachlin Partners, Inc. Dba Huckabee & Associates**
By: _____ Ron Todo Associate Superintendent, Business & Facilities	By: DocuSigned by: Richard Ingrassia 481087AF7512431... Richard Ingrassia Partner

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

Huckabee

a MORE group brand

ATTACHMENT 1 - FEE PROPOSAL: FOR TOTAL FEE ONLY

Date January 5, 2026

Name: Lori Rubenstein
Title: Bond Program Manager
Client: Simi Valley Unified School District
Address: 101 West Cochran St
Simi Valley CA 93065

Project No. 01212-07-01
PO No. TBD

Project Name: **Sinaloa Middle School Administration Modernization/Relocation**

Fee Computation - New Construction	9.0% of First	$	-	= $	-
	8.5% of Next	$	-	= $	-
	8.0% of Next	$	-	= $	-
	7.0% of Next	$	-	= $	-
	6.0% of Next	$	-	= $	-
	5.0% of Next	$	-	= $	-
	Subtotal	$	-	$	-
Fee Computation - Modernization Project	12.0% of First	$	500,000.00	= $	60,000.00
	11.5% of Next	$	500,000.00	= $	57,500.00
	11.0% of Next	$	1,000,000.00	= $	110,000.00
	10.0% of Next	$	-	= $	-
	9.0% of Next	$	-	= $	-
	8.0% of Next	$	-	= $	-
	Subtotal	$	2,000,000.00	$	227,500.00

New Est. Construction Cost	$ -	Estimated Fee	$ -
Mod Est. Construction Cost	$ 2,000,000.00	Estimated Fee	$ 227,500.00
Total Est. Construction Cost	**$ 2,000,000.00**	**Fee Subtotal**	**$ 227,500.00**
			$ 227,500.00

Description of Work		**Total Contract Value**
	% of Fee	$ 227,500.00
Professional Services		
1. Schematic Design	10%	$ 22,750.00
2. Design Development	15%	$ 34,125.00
3. Construction Documents (50% Submittal)	21%	$ 47,775.00
4. Construction Documents (100% Submittal)	21%	$ 47,775.00
5. DSA Stamped Approval	5%	$ 11,375.00
6. Award of Construction	3%	$ 6,825.00
7. Construction Observation Phase (25%)	5%	$ 11,375.00
8. Construction Observation Phase (50%)	5%	$ 11,375.00
9. Construction Observation Phase (75%)	5%	$ 11,375.00
10. Construction Observation Phase (100%)	5%	$ 11,375.00
11. Completion/Acceptance/Close-Out	5%	$ 11,375.00
Sub-Total for Basic Services	**100%**	$ 227,500.00
Reimbursable Expenses		
1. Expense Budget (1% of fee, rounded to nearest dollar)		$ 2,275.00
Sub-Total for Reimbursable Expenses		$ 2,275.00
Total Contract Amount with Expenses		$ 229,775.00

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Richard Ingrassia [SimiLAB3700] the Sr. Principal of
(Name) (Title)

Richard Ingrassia, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

   (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

Richard Ingrassia
(Contractor Name)

DocuSigned by:
By: Richard Ingrassia
(Signature)
48108FAF75124...

Richard Ingrassia
(Typed or printed name)

Project: **R26-02830 Sinaloa Middle School Renovation and New Lobby**

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

DRUG-FREE WORKPLACE CERTIFICATION

I, Richard Ingrassia (Print Name) [SimiGOV8350], am the Sr. Principal (Title) of

Richard Ingrassia
(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
   B. Establishing a drug-free awareness program to inform employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. Contractor's policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;
   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Los Angeles, California (City and State) this ____day of 2/11/2026, 20____.

DocuSigned by:
Richard Ingrassia
(Signature) 12431...

Richard Ingrassia
(Printed or Typed Name)

Project: **R26-02830 Sinaloa Middle School Renovation and New Lobby**

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: R26-02830 Sinaloa Middle School Renovation and New Lobby

This Tobacco-Free Environment Certification form is required from the successful Bidder.

The contract between **Simi Valley Unified School District** ("District") and

Richard Ingrassia
_____ ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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, vaping, 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 that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby 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/vape on any District site.

Date: 2/11/2026

Contractor: Richard Ingrassia

DocuSigned by:
Signature: Richard Ingrassia
481087AF75f2431

Print Name: Richard Ingrassia

Title: Sr. Principal

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

Rules of Conduct

Project: R26-02830 Sinaloa Middle School Renovation and New Lobby

Each contractor and subcontractor performing work on this project shall adhere to the following rules of conduct:

1. All construction personnel will comply with current CDC/state requirements for COVID-**19.**

2. Professional and courteous behavior is expected and will be used at all times.

3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

4. The use of profanity and/or disparaging language will not be tolerated.

5. All contractors, subcontractors, architects, engineers or consultants will be required to wear a badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.

6. All contractors and subcontractors:

a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.

b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.

9. The use of any tobacco products on the Owner's property is strictly prohibited.

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:
No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. This interpretation will be made by the Owner or designee.
Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.
Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

Non-compliance with any of the above-stated rules of conduct by any contractor, or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions. I further acknowledge that any delays to the schedule perceived or otherwise, as a result of the Owner/designee removing my employee from the job site, are my company's responsibility.

DocuSigned by:
Richard Ingrassia
Author 4B1CA922D... [SimiROC]

Sr. Principal
Title

Richard Ingrassia
Print Name

2/11/2026
Date

Richard Ingrassia
Company

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Richard Ingrassia (Print Name) [SimiEDU45125-1], am the Sr. Principal (Title) of Richard Ingrassia (Entity). I declare, state, and certify all of the following:

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 provides methods to ensure pupil safety, among which, includes the following:

   CONTINUAL supervision and monitoring of ALL of Entity's employees by an employee of the Entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony [§45125.2(a)(2)].

   The District requires Entity to be able to comply with the above. As such, **Entity shall ensure District that Entity has a California Department of Justice issued ORI number** under which Entity's supervisory employees have been fingerprinted and have a valid criminal record summary AND that **Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions**. Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

   Entity's DOJ issued ORI Number A9437 **If your entity does not have an ORI #, STOP** and contact the School District's Purchasing Director at 805-306-4500 x4601.

   As an alternative to Entity having an ORI number, the District may allow Entity's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
   A. The fingerprints of each person identified on Attachment B-1, providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
   B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity shall provide **additional Fingerprint Certificates** for each and every employee providing CONTINUAL supervision and monitoring who is not identified on Attachment B-1 prior to permitting such person(s) to perform supervision and monitoring of Entity's employees.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.2, the Contract is subject to termination, suspension of payments, or both.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity is performing work. If Entity is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance cannot be achieved, then Entity shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity has remedied the issues which may lead to Unsupervised Contact with students.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Los Angeles (City and State) [SimiEDU45125-1b] this 2/11/2026 day of _____, 20_____.

DocuSigned by: Richard Ingrassia (Signature) 481087AF7512431...

Richard Ingrassia (Handwritten or Typed Name)

Project: **R26-02830 Sinaloa Middle School Renovation and New Lobby**

*** * * ATTACHMENT B-1 MUST BE COMPLETED IN ACCORDANCE WITH THE ABOVE * * ***

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below, **providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers**, have been submitted to the California Department of Justice under the Entity's California Department of Justice issued ORI number pursuant to Education Code §45125.1; and,

The California Department of Justice has issued written or electronic verification that each person identified has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

Richard Ingrassia

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Project: **R26-02830 Sinaloa Middle School Renovation and New Lobby**

Docusign Envelope ID: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D

Acknowledgement of District's Workplace Violence Prevention Program

CONTRACTOR: **Rachlin Partners, Inc. dba Huckabee & Associates**

In preparation for providing services to the Simi Valley Unified School District, we wish to inform you of the District's Workplace Violence Prevention Program (WVPP).

In compliance with California Labor Code section 6401.9, the district has established and implemented this plan, which encompasses the following components:

- Coordination with Other Employers
- Workplace Violence Incident Reporting Procedure
- Workplace Violence Hazard Identification and Evaluation
- Workplace Violence Hazard Correction
- Emergency Response Procedures, including:
  a. Dangerous people on school site or district office site.
  b. Threat of Violence or Violence in the community surrounding a school site or an LEA office site.
- Employee Access to the Written Workplace Violence Prevention Plan

If an imminent threat of violence is impacting a school site, the school office will announce a warning to lockdown or shelter in place. If a general threat is made, steps will be taken to assess the threat and communicate to the school site.

If you have any questions regarding the WVPP or would like to obtain a copy of the WVPP, please contact Stacey Shoff at Risk Management. If your organization or staff receives a threat of violence or would like to report a potential violent incident, contact the same person at 805-306-4500 extension 4081.

Acknowledged By

DocuSigned by:
Richard Ingrassia
481087AE7512431...

Signature [SimiWVPP]

2/11/2026

Date

Certificate Of Completion

Envelope Id: 67BA2236-CC68-4B25-BC94-A3A4B1CA922D
Status: Sent
Subject: Please DocuSign: Agreement and Documents for Huckabee & Associates R26-02830 - Sinaloa Reno & Lobby
Source Envelope:
Document Pages: 12
Signatures: 7
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Public Works
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
publicworks@simivalleyusd.org
IP Address: 207.157.143.40

Record Tracking

Status: Original
2/5/2026 9:26:17 AM
Holder: Public Works
publicworks@simivalleyusd.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Simi Valley Unified School District
Location: Docusign

Signer Events	Signature	Timestamp
Richard Ingrassia Richard.Ingrassia@huckabee-inc.com Sr. Principal Richard Ingrassia Security Level: Email, Account Authentication (None)	DocuSigned by: Richard Ingrassia 481087AF7512431... Signature Adoption: Pre-selected Style Using IP Address: 38.104.144.146	Sent: 2/5/2026 9:29:59 AM Resent: 2/10/2026 2:13:52 PM Viewed: 2/11/2026 12:51:10 PM Signed: 2/11/2026 1:44:48 PM
Electronic Record and Signature Disclosure: Accepted: 2/11/2026 12:51:10 PM ID: 4a85ba68-df43-4240-9d83-74b2a7affc70		
Maria Nieto publicworks@simivalleyusd.org Security Level: Email, Account Authentication (None)		Sent: 2/11/2026 1:44:50 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ron Todo ron.todo@simivalleyusd.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 2/10/2026 3:30:21 PM ID: 07db0a7b-73d5-4bde-bd9d-e2cf49a74ba5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/5/2026 9:29:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

EXHIBIT "A"

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
2/17/26 HY
Date Signature

TITLE: APPROVAL OF AGREEMENT NO. R26-02831 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RACHLIN PARTNERS DBA HUCKABEE & ASSOCIATES, FOR ARCHITECTURAL SERVICES FOR THE RENOVATION AND NEW LOBBY AT VALLEY VIEW MIDDLE SCHOOL

Business & Facilities
Consent #13

February 17, 2026
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 15, 2022, the Board of Education approved the list of selected architectural and landscaping firms for the on-call architectural and landscape services for projects throughout the district. The firm of Rachlin Partners, Inc. is on the approved list and can provide these services.

Rachlin Partners, Inc. has been acquired by Huckabee & Associates and is now called:

Rachlin Partners, Inc. Dba Huckabee & Associates

This agreement will utilize the Master Agreement 034419-374-F.

Fiscal Analysis

$227,500.00	Base Fee
$ 2,275.00	Reimbursable (1%)
$229,775.00	Total Contract, funded by Measure X.

Additional information is available at the Bond Management Office.

Recommendation

It is recommended that the Board of Education approve Agreement R26-02831 for architectural services for the renovation and new lobby at Valley View Middle School with Rachlin Partners, Inc. Dba Huckabee & Associates.

On motion # 108 by Trustee Jubran, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement R26-02831 for architectural services for the renovation and new lobby at Valley View Middle School with Rachlin Partners, Inc. Dba Huckabee & Associates.

Ayes: James Resnick Pietrolungo Jubran Smollen Noes: Ø Absent: Ø Abstained: Ø

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

PROJECT ASSIGNMENT AMENDMENT (PAA)
AGREEMENT R26-02831

VALLEY VIEW MIDDLE SCHOOL RENOVATION AND NEW LOBBY

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Rachlin Partners, Inc. Dba Huckabee & Associates ("Architect") as of February 17, 2026.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Architectural Services, Agreement 034419-374-F ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect.

Whereas, this PAA sets forth the specific terms and conditions applicable to the district assignment of the Assigned Project to the Architect for completion of design professional services.

NOW THEREFORE, the District and Architect agree as follows:

1. **Assigned Project Description**. The Assigned Project is described as follows: **Design Services for the Renovation and New Lobby at Valley View Middle School.**

2. **Assigned Project Construction Budget**. The Construction Budget for the Assigned Project is Two Million Dollars ($2,000,000.00).

3. **Assigned Project Basic Services**. The Basic Services Phases for the Assigned Project are:

Basic Services Phases
Pre-Design / Architectural Program Development Phase
Schematic Design
Design Development
Construction Documents / DSA Approval
Bidding Phase
Construction Administration
Closeout and DSA Final Certification

4. **Assigned Project Design Disciplines and Design Consultants**. The Design Disciplines included within the scope of the Assigned Project include the following: the Architect shall complete all services for the Design Disciplines noted below with its own employees or by Design Consultants to the Architect. An Acoustic Consultant has not been included, and if needed, will be as additional services.

Design Disciplines, Design Consultants
Civil Engineering, if required
Structural Engineering
Technology and Security Systems Pathways Engineering
Mechanical, Electrical, Plumbing & Fire Alarm / Sprinkler Systems Engineering
Cost Estimating
Other:

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

5. **Assigned Project Schedule**. The Architect's Completion of Basic Services for the Assigned Project shall be in accordance with the following phases:

Basic Services Phases	Completion Date
Phase 1: Schematic Design	Thursday, April 30, 2026
Phase 2: Design Development	Wednesday, July 08, 2026
Phase 3: Construction Documents (50% submittal)	Friday, August 14, 2026
Phase 4: Construction Documents (100% submittal)	Friday, November 20, 2026
Phase 5: DSA Approval	Friday, March 19, 2027
Phase 6: Award of Construction	Tuesday, April 20, 2027
Phase 7: Construction Administration	Friday, November 12, 2027
Phase 8: Closeout and DSA Final Certification	Friday, January 14, 2028

6. **Assigned Project Contract Price**. The Contract Price for the Assigned Project will be based on the state of California's sliding fee schedule and will be reconciled to the construction contract bid award amount. The preliminary fee of **Two-Hundred Twenty-Seven Thousand Five-Hundred Dollars ($227,500.00)** is based on a Construction Budget of $2,000,000.00 as described on the attached Proposal from Architect dated January 5, 2026 (Attachment 1). The Contract Price is allocated to the Basic Services Phases per the master agreement:

Basic Services Phases	Estimated Contract Price	Percentage of Construction Budget
Pre-Design/Architectural Program Development Phase	$ 5,687.50	2.5%
Schematic Design Phase	$22,750.00	10%
Design Development Phase	$34,125.00	15%
Construction Documents Phase-Submittal to DSA	$56,875.00	25%
Approval by DSA	$11,375.00	5%
Bidding Phase	$11,375.00	5%
Construction Administration Phase	$62,562.50	27.5%
Close Out Phase	$22,750.00	10%
Generate Punch List 2% ($4,550.00)		
Sign Off On Punch List 2% ($4,550.00)		
Receive and Review All M & O Documents 2% ($4,550.00)		
Filing All DSA Required Close Out Documents 2% ($4,550.00)		
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings 2% ($4,550.00)		
Total Estimated Fee:	**$227,500.00**	100%

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

7. **Estimated Reimbursable Expenses**. In addition to the Contract Price, an amount of $2,275.00 has been identified for "Reimbursable Expenses" in Attachment 1. Reimbursable Expenses shall be in accordance with Agreement 034419-374-F for Ongoing Architectural Services.
8. **Agreement Terms**. All terms of Agreement 034419-374-F for Ongoing Architectural Services are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA. In the event of a conflict between the sliding fee identified in this Agreement, and the California State Sliding fee for design of public-school facilities, the California State Sliding fee shall govern.

IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District **Simi Valley Unified School District**	**Architect** **Rachlin Partners, Inc. Dba Huckabee & Associates**
By: _____	By: DocuSigned by: Richard Ingrassia 481087AE7512431...
Ron Todo Associate Superintendent, Business & Facilities	Richard Ingrassia Partner

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

Huckabee

a MORE group brand

ATTACHMENT 1 - FEE PROPOSAL TOTAL FEE ONLY

Date January 5, 2026

Name: Lori Rubenstein
Title: Bond Program Manager
Client: Simi Valley Unified School District
Address: 101 West Cochran St
Simi Valley CA 93065

Project No. 01212-08-01
PO No. TBD

Project Name: **Valley View Middle School Administration Modernization/Relocation**

Fee Computation - New Construction	9.0% of First	$	-	= $	-
	8.5% of Next	$	-	= $	-
	8.0% of Next	$	-	= $	-
	7.0% of Next	$	-	= $	-
	6.0% of Next	$	-	= $	-
	5.0% of Next	$	-	= $	-
	Subtotal	$	-	$	-
Fee Computation - Modernization Project	12.0% of First	$	500,000.00	= $	60,000.00
	11.5% of Next	$	500,000.00	= $	57,500.00
	11.0% of Next	$	1,000,000.00	= $	110,000.00
	10.0% of Next	$	-	= $	-
	9.0% of Next	$	-	= $	-
	8.0% of Next	$	-	= $	-
	Subtotal	$	2,000,000.00	$	227,500.00

New Est. Construction Cost	$ -	Estimated Fee	$ -
Mod Est. Construction Cost	$ 2,000,000.00	Estimated Fee	$ 227,500.00
Total Est. Construction Cost	**$ 2,000,000.00**	**Fee Subtotal**	**$ 227,500.00**
			$ 227,500.00

Description of Work		**Total Contract Value**
	% of Fee	$ 227,500.00
Professional Services		
1. Schematic Design	10%	$ 22,750.00
2. Design Development	15%	$ 34,125.00
3. Construction Documents (50% Submittal)	21%	$ 47,775.00
4. Construction Documents (100% Submittal)	21%	$ 47,775.00
5. DSA Stamped Approval	5%	$ 11,375.00
6. Award of Construction	3%	$ 6,825.00
7. Construction Observation Phase (25%)	5%	$ 11,375.00
8. Construction Observation Phase (50%)	5%	$ 11,375.00
9. Construction Observation Phase (75%)	5%	$ 11,375.00
10. Construction Observation Phase (100%)	5%	$ 11,375.00
11. Completion/Acceptance/Close-Out	5%	$ 11,375.00
Sub-Total for Basic Services	**100%**	$ 227,500.00
Reimbursable Expenses		
1. Expense Budget (1% of fee, rounded to nearest dollar)		$ 2,275.00
Sub-Total for Reimbursable Expenses		$ 2,275.00
Total Contract Amount with Expenses		$ 229,775.00

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Richard Ingrassia (Name) [SimiLAB3700] the Sr. Principal (Title) of Richard Ingrassia (Contractor Name), declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

   (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

Richard Ingrassia
(Contractor Name)

DocuSigned by:
By: Richard Ingrassia
(Signature)
48108FAF7312431...

Richard Ingrassia
(Typed or printed name)

Project: **R26-02831 Valley View Middle School Renovation and New Lobby**

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

DRUG-FREE WORKPLACE CERTIFICATION

I, Richard Ingrassia (Print Name) [SimiGOV8350], am the Sr. Principal (Title) of

Richard Ingrassia
(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
   B. Establishing a drug-free awareness program to inform employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. Contractor's policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;
   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Los angeles, California (City and State) this ____day of 2/11/2026, 20____.

DocuSigned by:
Richard Ingrassia
48F697AF7512431...
(Signature)

Richard Ingrassia
(Printed or Typed Name)

Project: **R26-02831 Valley View Middle School Renovation and New Lobby**

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: R26-02831 Valley View Middle School Renovation and New Lobby

This Tobacco-Free Environment Certification form is required from the successful Bidder.

The contract between **Simi Valley Unified School District** ("District") and

Richard Ingrassia
_____ ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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, vaping, 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 that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby 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/vape on any District site.

Date: 2/11/2026

Contractor: Richard Ingrassia

DocuSigned by:

Signature: Richard Ingrassia

481087AF75f2431

Print Name: Richard Ingrassia

Title: Sr. Principal

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

Rules of Conduct

Project: R26-02831 Valley View Middle School Renovation and New Lobby

Each contractor and subcontractor performing work on this project shall adhere to the following rules of conduct:

1. All construction personnel will comply with current CDC/state requirements for COVID-**19.**

2. Professional and courteous behavior is expected and will be used at all times.

3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

4. The use of profanity and/or disparaging language will not be tolerated.

5. All contractors, subcontractors, architects, engineers or consultants will be required to wear a badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.

6. All contractors and subcontractors:

a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.

b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
9. The use of any tobacco products on the Owner's property is strictly prohibited.

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:
No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. This interpretation will be made by the Owner or designee.
Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.
Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

Non-compliance with any of the above-stated rules of conduct by any contractor, or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions. I further acknowledge that any delays to the schedule perceived or otherwise, as a result of the Owner/designee removing my employee from the job site, are my company's responsibility.

DocuSigned by:
Richard Ingrassia
Authorized Signature [SimiROC]

Sr. Principal
Title

Richard Ingrassia
Print Name

2/11/2026
Date

Richard Ingrassia
Company

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Richard Ingrassia (Print Name) [SimiEDU45125-1], am the Sr. Principal (Title) of Richard Ingrassia (Entity). I declare, state, and certify all of the following:

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 provides methods to ensure pupil safety, among which, includes the following:

   CONTINUAL supervision and monitoring of ALL of Entity's employees by an employee of the Entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony [§45125.2(a)(2)].

   The District requires Entity to be able to comply with the above. As such, **Entity shall ensure District that Entity has a California Department of Justice issued ORI number** under which Entity's supervisory employees have been fingerprinted and have a valid criminal record summary AND that **Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions**. Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

   Entity's DOJ issued ORI Number → A9437 ← **If your entity does not have an ORI #, STOP** and contact the School District's Purchasing Director at 805-306-4500 x4601.

   As an alternative to Entity having an ORI number, the District may allow Entity's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
   A. The fingerprints of each person identified on Attachment B-1, providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
   B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity shall provide **additional Fingerprint Certificates** for each and every employee providing CONTINUAL supervision and monitoring who is not identified on Attachment B-1 prior to permitting such person(s) to perform supervision and monitoring of Entity's employees.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.2, the Contract is subject to termination, suspension of payments, or both.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity is performing work. If Entity is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance cannot be achieved, then Entity shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity has remedied the issues which may lead to Unsupervised Contact with students.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Los Angeles, California (City and State) [SimiEDU45125-1b] this 2/11/2026 day of _____, 20_____.

DocuSigned by: Richard Ingrassia (Signature) 481087AF7512431...

Richard Ingrassia (Handwritten or Typed Name)

Project: **R26-02831 Valley View Middle School Renovation and New Lobby**

*** * * ATTACHMENT B-1 MUST BE COMPLETED IN ACCORDANCE WITH THE ABOVE * * ***

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below, **providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers**, have been submitted to the California Department of Justice under the Entity's California Department of Justice issued ORI number pursuant to Education Code §45125.1; and,

The California Department of Justice has issued written or electronic verification that each person identified has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

Richard Ingrassia

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Project: **R26-02831 Valley View Middle School Renovation and New Lobby**

Docusign Envelope ID: 4ACED878-C7E0-416A-A5BF-0979B42C95B5

Acknowledgement of District's Workplace Violence Prevention Program

CONTRACTOR: **Rachlin Partners, Inc. dba Huckabee & Associates**

In preparation for providing services to the Simi Valley Unified School District, we wish to inform you of the District's Workplace Violence Prevention Program (WVPP).

In compliance with California Labor Code section 6401.9, the district has established and implemented this plan, which encompasses the following components:

- Coordination with Other Employers
- Workplace Violence Incident Reporting Procedure
- Workplace Violence Hazard Identification and Evaluation
- Workplace Violence Hazard Correction
- Emergency Response Procedures, including:
  a. Dangerous people on school site or district office site.
  b. Threat of Violence or Violence in the community surrounding a school site or an LEA office site.
- Employee Access to the Written Workplace Violence Prevention Plan

If an imminent threat of violence is impacting a school site, the school office will announce a warning to lockdown or shelter in place. If a general threat is made, steps will be taken to assess the threat and communicate to the school site.

If you have any questions regarding the WVPP or would like to obtain a copy of the WVPP, please contact Stacey Shoff at Risk Management. If your organization or staff receives a threat of violence or would like to report a potential violent incident, contact the same person at 805-306-4500 extension 4081.

Acknowledged By

DocuSigned by:
Richard Ingrassia
481087AE7512431...

Signature [SimiWVPP]

2/11/2026

Date

Certificate Of Completion

Envelope Id: 4ACED878-C7E0-416A-A5BF-0979B42C95B5 Status: Sent
Subject: Please DocuSign: Agreement and Documents for Huckabee & Assoc. R26-02831 - VVMS Reno & New Lobby
Source Envelope:
Document Pages: 12 Signatures: 7 Envelope Originator:
Certificate Pages: 5 Initials: 0 Public Works
AutoNav: Enabled Simi Valley Unified School District
EnvelopeId Stamping: Enabled 101 West Cochran Street
Time Zone: (UTC-08:00) Pacific Time (US & Canada) Simi Valley, CA 93065
publicworks@simivalleyusd.org
IP Address: 207.157.143.40

Record Tracking

Status: Original Holder: Public Works Location: DocuSign
2/4/2026 4:08:01 PM publicworks@simivalleyusd.org
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: Simi Valley Unified School District Location: Docusign

Signer Events	Signature	Timestamp
Richard Ingrassia Richard.Ingrassia@huckabee-inc.com Sr. Principal Richard Ingrassia Security Level: Email, Account Authentication (None)	DocuSigned by: Richard Ingrassia 481087AF7512431... Signature Adoption: Pre-selected Style Using IP Address: 38.104.144.146	Sent: 2/4/2026 4:23:59 PM Resent: 2/10/2026 2:13:56 PM Viewed: 2/11/2026 11:54:16 AM Signed: 2/11/2026 11:57:48 AM
Electronic Record and Signature Disclosure: Accepted: 2/4/2026 5:14:18 PM ID: 246bcbfc-b50a-491c-9fb1-34b270a09580		
Maria Nieto publicworks@simivalleyusd.org Security Level: Email, Account Authentication (None)		Sent: 2/11/2026 11:57:50 AM Viewed: 2/11/2026 12:12:11 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ron Todo ron.todo@simivalleyusd.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 2/10/2026 3:30:21 PM ID: 07db0a7b-73d5-4bde-bd9d-e2cf49a74ba5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/4/2026 4:23:59 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

EXHIBIT "A"

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sean.goldman@simivalleyusd.org

To advise Simi Valley Unified School District of your new email address

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.