Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

BOARD APPROVED ITEMS FROM THE 12.17.24 BOE MEETING

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
12/17/24 (Date) (Signature)

TITLE: **AUTHORIZATION TO AWARD BID #B25FS442, SYCAMORE ELEMENTARY CLASSROOM RENOVATION**

Business & Facilities
Consent #4

December 17, 2024

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Nine bids were received on November 13, 2024, for Bid #B25FS442, Sycamore Elementary Classroom Renovation. The recommended low bidder is indicated in bold type.

Company	Base Bid	Allowance	Bid Total
Ardalan Construction	**644,000.00**	**64,400.00**	**708,400.00**
At Your Service Construction and Energy Inc.	750,000.00	75,000.00	825,000.00
Chalmers Construction Services, Inc.	840,000.00	84,000.00	924,000.00
Monet Construction	860,000.00	86,000.00	946,000.00
Omega Construction	990,000.00	99,000.00	1,089,000.00
Pre Con Industries	707,700.00	70,770.00	778,470.00
SBS Corporation	967,500.00	96,750.00	1,064,250.00
The Nazerian Group	744,000.00	74,400.00	818,400.00
Waisman Construction, Inc.	881,000.00	88,100.00	969,100.00

Additional information is available in the Bond Management Office.

Fiscal Analysis

The total amount of this project, $708,400.00, will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #B25FS442, Sycamore Elementary Classroom Renovation, to Ardalan Construction in the amount of $708,400.00.

On motion #70 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved award of Bid #B25FS442, Sycamore Elementary Classroom Renovation to Ardalan Construction.

Ayes: James Dubraw, Resnick, Smollen, Pine Noes: 0 Absent: 0 Abstain: 0

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
12/17/24 HY
Date Signature

TITLE: AUTHORIZATION TO AWARD BID #B25FS445, CAMPUS NOTIFICATION SYSTEM: ATHERWOOD ES, BIG SPRINGS ES, KATHERINE ES, KNOLLS ES, SANTA SUSANA ES, WHITE OAK ES

Business & Facilities
Consent #5

December 17, 2024

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information
Six bids were received on November 19, 2024, for Bid #B25FS445, Campus Notification System: Atherwood ES, Katherine ES, Knolls ES, Santa Susana ES, White Oak ES. The recommended low bidder is indicated in bold type.

Company	Base Bid	Allowance	Bid Total
At Your Service Construction & Energy Inc	660,000.00	66,000.00	726,000.00
Extenda Networks Inc.	436,860.00	43,686.00	480,546.00
IES Communications, LLC	Nonresponsive: Bid Proposal Form Provided Not Used		
JAM Corporation	676,500.00	67,650.00	744,150.00
Pacific Coast Sound and Communications, Inc. dba Pacificom	210,600.00	21,060.00	231,660.00
XIT, Inc. dba XIT Solutions	**170,373.15**	**17,037.32**	**187,410.47**

Additional information is available in the Bond Management Office.

Fiscal Analysis
The total amount of this project, $187,410.47, will be funded by Measure X Bond Funds.

Recommendation
It is recommended that the Board of Education authorize award of Bid #B25FS445, Campus Notification System: Atherwood ES, Big Springs ES, Katherine ES, Knolls ES, Santa Susana ES, White Oak ES, to XIT, Inc. dba XIT Solutions in the amount of $187,410.47.

On motion # 70 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved award of Bid #B25FS445, Campus Notification System: Atherwood ES, Big Springs ES, Katherine ES, Knolls ES, Santa Susana ES, White Oak ES to XIT, Inc. dba XIT Solutions.

Ayes: James Ivbraw Resnick Smollen Pine Noes: 0 Absent: 0 Abstain: 0

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
12/17/24
Date
Signature

TITLE: **APPROVAL OF AGREEMENT NO. R25-02618 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND DDLN, FOR SCHEDULING SERVICES FOR THE NEW MPR / CLASSROOM BUILDING PROJECT AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities
Consent #7

December 17, 2024

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

A third party is required to assist on the New MPR / Classroom Building project scheduling. DDLN will review the construction baseline schedule and provide comments, as well as meet with the Contractor and their scheduler. DDLN will continue to review the updated schedules throughout the construction of the project.

Fiscal Analysis

$79,860.00 Estimated Fee, paid by Measure X

The actual cost will be based on actual Scheduling services performed. Said Agreement is attached as Exhibit "A".

Recommendation

It is recommended that the Board of Education approve Agreement No. R25-02618 between Simi Valley Unified School District and DDLN for Scheduling Services for Simi Valley HS New MPR / Classroom Building Project.

On motion # 70 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R25-02618 between Simi Valley Unified School District and DDLN for Scheduling Services for the Simi Valley HS New MPR / Classroom Building Project.

Ayes: James Dubraw Resnick Smollen Pine Noes: 0 Absent: 0 Abstained: 0

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INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES STANDARD SCHEDULING SERVICES

By and Between

Simi Valley Unified School District

And

DDLN

For

Simi Valley HS New MPR / Classroom Building

Dated December 17, 2024

Docusign Envelope ID: F2AB9E1D-7CDF-4E52-95E5-3DAA4BD1636E

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Standard Scheduling Services
R25-02618

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 17th day of December 2024 by and between the Simi Valley Unified School District, ("District") and DDLN ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide Standard Schedule services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on December 18, 2024, and will diligently perform as required and complete performance by March 15, 2027, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. Consultant shall not commence the Services under this Agreement until Consultant has submitted and the district has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Agreement
X	Fingerprint Certificate
X	Drug-free Workplace Certification
X	Tobacco-free Environment Certification
X	Non-collusion Declaration
X	Rules of Conduct
X	Insurance Certificates and Endorsements
X	W-9 Form

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee estimated at Seventy-Nine Thousand, Eight Hundred and Sixty Dollars and No Cents ($79,860.00). District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the district. Payment shall be made within thirty (30) days after consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

   4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "A."** If hourly billing applies, the itemized invoice shall reflect the hours spent by consultant in performing its Services pursuant to this Agreement.

5. **Expenses**. District shall not be liable to consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Prior written approval by district is required.

   5.1. Travel Expenses, more than 200 miles from District Office;
   5.2. Prints or plans or specifications made for consultant(s) and all progress prints, by district;

5.3. Renderings, presentation boards or photographs; and

5.4. Meetings with, Cities, planning officials, fire departments, DSA, State Allocation Board, other public agencies, or Community.

6. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. **Performance of Services**.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services, in addition to the construction meetings.

8.3. **District Approval**. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Ownership of Data**. 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 Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

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In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant 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 change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Disputes**. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. **Termination**.

    13.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

    13.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

        13.2.1. material violation of this Agreement by Consultant; or

        13.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Indemnification**. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

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15. **Insurance**.

15.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. See attached Instructions for the Certificate of Insurance and additional insured endorsement.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000
Professional Liability	$ 1,000,000
Workers' Compensation	Statutory Limits, $1,000,000
Employers' Liability	$ 2,000,000

15.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

15.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

15.2. **Proof of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

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15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

15.2.5. Additional information is in the

15.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

17. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

18. **Certificates/Permits/Licenses/Registration**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

21. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

21.1. All site visits shall be arranged through the District;

21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

21.5. Consultant and Consultant's employees shall not use student restroom facilities; and

21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. **No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

24. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

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District:
Simi Valley USD
101 W. Cochran Street
Simi Valley, CA 93065
Email: lori.rubenstein@simivalleyusd.org
ATTN: Lori Rubenstein, Bond Program Manager

Consultant:
DDLN
18837 Alexander Avenue
Cerritos California 90703
Email: dpage@ddln.net
ATTN: David H. Page III, Chief Executive Officer

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

27. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

29. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

32. **Authority to Bind Parties**. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Attorney's Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **Tolling of District's Claims**. Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

35. **Captions and Interpretations**. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. **Calculation of Time**. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

37. **Signature Authority**. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

38. **Counterparts**. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

39. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: 12/23/2024

Simi Valley Unified School District

By: DocuSigned by: 09CA0EB1F690455...

Print Name: Ron Todo

Print Title: Associate Superintendent Business & Facilities

Dated: 12/23/2024

DDLN

By: DocuSigned by: DDLN INC 1B0044E7C6EB4C7...

Print Name: David H. Page III

Print Title: Chief Executive Officer

Information regarding Consultant:

License No.: _____

Registration No.: _____

Address: 18837 Alexanderave.
Cerritos,CA 90703

Telephone: 562-500-7730

Facsimile: _____

E-Mail: dpage@ddln.net

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: CA
__x__ Limited Liability Company
____ Other: _____

_____:
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Consultant to furnish the information requested in this section.

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EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's scope of work is included but not limited to:

- Review the Pre-Construction General Contractors Baseline Schedule and provide comments at each milestone: 100% Construction Documents, DSA Approval, GMP Submittal
- Review the General Contractor's schedule each month and provide comments
- Attend on-site meetings, as required
- Provide a monthly narrative
- Provide cost analysis comments in relation to the schedule, as required
- Project closeout, transmit schedule files for record purposes to district

Consultant's entire Proposal is **not** made part of this Agreement.

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EXHIBIT "B"
CERTIFICATIONS / DECLARATIONS

Docusign Envelope ID: F2AB9E1D-7CDF-4E52-95E5-3DAA4BD1636E

FINGERPRINT CERTIFICATE

I, DDLN INC (Print Name) [SimiEDU45125-1], am the CEO (Title) of DDLN (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, regarding fingerprinting of persons providing services to school districts. As such, I understand that **any employee who interacts with students outside of the immediate supervision and control of the pupil's parent or guardian or a school district employee** has a valid criminal records summary as described in Education Code §44237, and has not been convicted of a felony as described in Education Code §45122.1.

   Entity shall ensure District that Entity has a California Department of Justice issued ORI number under which Entity's 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 → A0546 ← **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 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 who is not identified on Attachment B-1 prior to permitting such person(s) to perform any work on District sites.
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 §45125.1, 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.

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 9:22am (City and State) [SimiEDU45125-1b] this 23 day of December, 20 24.

DocuSigned by: DDLN INC
1B0044E7C6EB4C7...
(Signature)

DDLN INC
(Handwritten or Typed Name)

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

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FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

The fingerprints of each person identified below 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.

David Herman Page III

Docusign Envelope ID: F2AB9E1D-7CDF-4E52-95E5-3DAA4BD1636E

DRUG-FREE WORKPLACE CERTIFICATION

I, DDLN INC (Print Name) [SimiGOV8350], am the CEO (Title) of

DDLN (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 Cerritos (City and State) this 23 day of December, 2024.

DocuSigned by:
DDLN INC
(Signature) B0...4E7C6EB4C7...

DDLN INC
(Printed or Typed Name)

Docusign Envelope ID: F2AB9E1D-7CDF-4E52-95E5-3DAA4BD1636E

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Simi Valley HS New MPR/Classroom Building

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

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

DDLN ("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: 12/23/2024

Contractor: DDLN

Signature: DocuSigned by: DDLN INC 1B0044E7C6EB4C7...

Print Name: DDLN INC

Title: CEO

Docusign Envelope ID: F2AB9E1D-7CDF-4E52-95E5-3DAA4BD1636E

NON-COLLUSION DECLARATION

PROJECT: Simi Valley HS New MPR/Classroom Building

STATE OF CALIFORNIA

COUNTY OF Los Angles

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

the CEO of DDLN, 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 23 day of December, 2024 at LA.
(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.

DocuSigned by:
DDLN INC
1B0044E7C6EB4C7...
(Signature)

DDLN INC
(Name Printed or Typed)

Docusign Envelope ID: F2AB9E1D-7CDF-4E52-95E5-3DAA4BD1636E

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Simi Valley HS New MPR/Classroom Building

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.

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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.

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:

    a. 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.

    b. 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.

    c. 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:
DDLN INC
Authorized Signature [SimiROC]
[illegible]

CEO
Title

DDLN INC
Print Name

12/23/2024
Date

DDLN
Company

Docusign Envelope ID: F2AB9E1D-7CDF-4E52-95E5-3DAA4BD1636E

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 Endorsement 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 $1,000,000.00.

  - 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 *(Additional Insured Endorsement Required)*
  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.

  - ADDITIONAL INSURED ENDORSEMENT **"CA 20 48 10 13" or equivalent**

- UMBRELLA LIABILITY ***if applicable*** provides additional coverage amount.
  Occurrence "box" must be checked.
- WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
  Statutory limits required for Workers' Compensation. Minimum of $1,000,000 for Employer's Liability.
- 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

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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	ECP 1004 0410	None
AB 91 89 (08/07)	EN 0137-0211	
AP2009US 04-10	G-123127-B	
CG 20 10 11 85	G-17957-G (01/01)	
CG 20 10M 11 85	GA 4523IL 05 20	
CG 20 10R 12/11	HG 00 01 09 16	
CG 20 26 11 85	J6858 102/93-6858 (10/12)	
CG 72 77 10 15	PPB 304 02 12	
CG 81 86	SB-146968-A (01/06)	
CMP-4786.1	SPE 0001-0115	
CNA 74705XX (01/15)	SS 00 08 04 05	
CNA 74872 (01/15)	U-GL-2162A CW (02/19)	
CNA 75079XX (01/15)	W433 (09/12)	

TWO endorsements are required:

Endorsement (Ongoing operations)		**AND** Endorsement (Operations completed)
49-0108 (07/11)	EN0321-0211	80-02-8446 (1/15)
80-02-2305 (03-17)	EPACE101-0814	AB 9067 12-93
80-02-2367 (05/07)	G-140331-D (01/13)	BP 04 48 07 13 or 01 97
81995 (02/09)	GBA 105014 1215	CA 04 44 10 13
AB 918908 07	GLS-448s (02/15)	CG 20 10M 11 85
ALZ AIE OPWS 00 01 03 18	HG 00 01 09 16	CG 20 37 07 04
BP 04 50 07 13	ISO 49-0108 07 11	CG 20 37 10 01
BP 79 96 07 13	ISO u156-0310	CG 21 54 01 96
BP 80 21 10 15	L 815 (02/15)	CG 85 83 04 13
BP 89 05 01 87	ML 10 81 04 13	CG T8 04 08 18
CA 990312 05 14	SB146932F (6-16)	ECG 20 598 05 09
CG 20 07 04 13	SCG 20 30 09 07	EN0320-0211
CG 20 10	SS 41 70 06 11	EN0111-0211
CG 20 26	TM 172 10 11	EPACE100-0814
CG 20 33	TMGL 172 10/11	G-19160-B (11/97)
CG 20 38 04 13	U156-0310	GLS-150s (07/06)
CG 73 23 11 11	U-GL-1175-F-CW (04/13)	ML 13 57 04 13
CG 7578 (05/15)	U-GL-1177-F-CW (04/13)	SB 146968B (6-16)
CG 88 10 04 13	VCG 207 (07/09)	SS 41 71 12 19
CGL 20 33 08 15	VLCG 2026 07 04	SCIS-BAICOM-1 (10/15)
CNA 71527xx (10/12)	WW433A (02/19)	TM 176 1011
CNA 97587xx (4-2020)		TMGL 175 01 20
ECG 20 596 (04/12)		
ECG 20 583 07 04		

For Travelers Companies:		**AND**
CG D3 81 09 07	CG D2 47 04 19	None
CG D3 81 09 15	CG D1 44 02 19	
CG D3 82 09 15	CG D2 46 04 19	
CG D1 05 04 94	CG D6 04 02 19	
CG D2 47 08 05	CG TI 00 02 19	
CG D3 61 03 05	CG T8 02 12 21	CG 20 37 10 01 or CG 20 37 07 04
CG D3 16 02 19	CG T8 03 03 22	CG D2 46 04 19
CG D4 17 01 12		CG T8 01 12 21

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SAMPLE

Docusign Envelope ID: F2AB9E1D-7CDF-4E52-95E5-3DAA4BD1636E

Exhibit A - For Fee Only

November 25, 2024

Simi Valley Unified School District
Attn: Lori Rubenstein
Bond Program Manager
101 W. Cochran St.,
Simi Valley, CA 93065

Re: CPM Scheduling Services
SVUSD SIMI VALLEY HS NEW MPR BUILDING

DDLN, is pleased to submit the following proposal for CPM Scheduling Services for the aforementioned project.

Scheduling Services	
Baseline Schedule	$6,600.00
Monthly Updates	$39,600.00
Monthly Updates Meetings	$15,840.00
Narratives (Monthly)	$9,900.00
Minor Cost analysis	$7,920.00
Total	**$79,860.00**

Time impact analysis, fragnets, entitlement schedules beyond the scope of this proposal are to be performed on a time-and-material basis at $165.00 per hour. (See attached DDLN Fee Schedule)

Exclusions:

The scope of this proposal does not include:

- Highly detailed short-term schedules
- Change orders on the CPM
- Liquidated damages
- Proceed order with a change
- Major revision to the schedule
- Written statement as to how to recover the schedule
- Written time impact analysis
- Fragnets
- Detailed completion list in tabular form
- Weekly owner meetings

Should you have any questions concerning this proposal, please do not hesitate to contact David Page by telephone, 562-500-7730 or by email at **dpage@ddln.net**

Sincerely,
David Page

Docusign Envelope ID: F2AB9E1D-7CDF-4E52-95E5-3DAA4BD1636E

2024 DDLN Fee Schedule

Scheduling Services

SCHEDULING SERVICES

Notice to Proceed/Final Completion	**24**	**Months**		
Review GC 's Construction Baseline Schedule.		40	hr.	$6,600.00
Monthly Review of GC Schedule Update. 10hr per month		240	hr.	$39,600.00
On-Site Meetings 4hr /month		96	hr.	$15,840.00
Narratives (Monthly)		60	hr.	$9,900.00
Minor Cost analysis		48	hr.	$7,920.00
Total				**$79,860.00**

Senior Scheduler $165.00/hr.

- Rates are subject to change on an annual basis.

REIMBURSABLE EXPENSES

Client shall reimburse DDLN for all out-of-pocket expenses associated with the project, plus an administrative fee equal to fifteen percent (15%) of the expenses.

The following are examples of the various expenses that are typically related to DDLN's services; however, these examples are not intended to be inclusive of all potential reimbursable expenses:

- Postage shipping, couriers, telephone expenses, facsimiles and copies.
- Software licenses, support and maintenance fees related to the services.
- Telecommunications, internet and hosting fees.
- Mileage costs shall be charged at the prevailing IRS rate to and from the project(s) and the respective DDLN office.

Certificate Of Completion

Envelope Id: F2AB9E1D-7CDF-4E52-95E5-3DAA4BD1636E
Status: Completed
Subject: Complete with Docusign: SVHS - MPR Scheduling - DDLN David Paige.pdf
Source Envelope:
Document Pages: 24
Signatures: 7
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bond Contracts
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
bondcontracts@simivalleyusd.org
IP Address: 207.157.143.39

Record Tracking

Status: Original
12/6/2024 3:10:50 PM
Holder: Bond Contracts
bondcontracts@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
DDLN INC dpage@ddln.net CEO DDLN Security Level: Email, Account Authentication (None)	DocuSigned by: DDLN INC 1B0044E7C6EB4C7... Signature Adoption: Pre-selected Style Using IP Address: 47.151.164.150	Sent: 12/6/2024 3:34:29 PM Resent: 12/10/2024 9:53:23 AM Resent: 12/16/2024 10:45:06 AM Resent: 12/18/2024 2:07:18 PM Resent: 12/20/2024 7:27:58 AM Viewed: 12/23/2024 8:24:15 AM Signed: 12/23/2024 9:27:56 AM
Electronic Record and Signature Disclosure: Accepted: 12/19/2024 1:24:16 PM ID: 3a427de3-d957-41c3-99e7-019b3f2541b6		
Maria Nieto maria.nieto@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS MN Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 12/23/2024 9:27:58 AM Viewed: 12/23/2024 10:53:14 AM Signed: 12/23/2024 10:55:27 AM
Electronic Record and Signature Disclosure: Accepted: 12/23/2024 10:53:14 AM ID: 83e641ff-034c-4992-be0c-32ab5515cad5		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	DocuSigned by: 09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 12/23/2024 10:55:29 AM Viewed: 12/23/2024 12:43:36 PM Signed: 12/23/2024 12:43:45 PM
Electronic Record and Signature Disclosure: Accepted: 12/23/2024 12:43:36 PM ID: 7e8c8efa-a5a6-43be-9a9d-82ccd046c021		

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	12/6/2024 3:34:29 PM
Certified Delivered	Security Checked	12/23/2024 12:43:36 PM
Signing Complete	Security Checked	12/23/2024 12:43:45 PM
Completed	Security Checked	12/23/2024 12:43:45 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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
12/11/24 HY
Date Signature

TITLE: APPROVAL OF CHANGE ORDER NO. 1 TO AGREEMENT BID #B24LS415, ROYAL HS CLASSROOM RENOVATIONS PHASE 2

Business & Facilities
Consent #8

December 17, 2024

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

Balfour Beatty Construction, LLC, is the contractor for the Royal High School Classroom Renovation Phase 2 project. B24LS415.

During construction certain changes were required to the scope of work to complete the project. The unused portions of the contract contingencies are being credited. Attached is exhibit "A" for Change Order #1.

Fiscal Analysis

$ 2,161,967.00 Original Contract, funded by Measure X
$ (194,102.59) Change Order No. 1, funded by Measure X
$ 1,967,864.41 Total Revised Contract

Recommendation

It is recommended that the Board of Education approve Change Order No. 1 to Agreement #B24LS415, Royal High School Classroom Renovations Phase 2, to Balfour Beatty Construction, LLC in the amount of ($194,102.59).

On motion #70 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Change Order No. 1 to Agreement #B24LS415, Royal High School Classroom Renovations Phase 2.

Ayes: James Tubraw Resnick Smollen Pine Noes: 0 Absent: 0 Abstained: 0

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

CHANGE ORDER

Project Name:	Classroom Renovations - Phase 2	**Date:**	12/17/2024
Site:	Royal High School	**Change Order #:**	1
Contract Date:	3/13/2024	**Bid #:**	B24LS415
Contractor:	Balfour Beatty Construction, LLC.	**PO #:**	P24-04020 x
Address:	13520 Evening Creek Drive North, Suite 270 San Diego, CA 92128	**DSA Application #:**	N/A
		Board Date:	

THE CONTRACT IS CHANGED AS FOLLOWS:

Original District Contingency	**$ 158,271.00**	x
- Allowance #1	$ (24,570.00)	x
- Allowance #2	$ 7,063.84	x
Original Owner Contingency to be returned	$ 140,764.84	x
Original Construction Contingency	**$ 71,117.00**	x
Amount Retained by Contractor (25%)	$ (17,779.25)	x
Original Construction Contingency to be returned	$ 53,337.75	x
Total:	**$ 194,102.59**	x

ADJUSTMENTS TO CONTRACT			
Original Contract Amount: x	$ 2,161,967.00	Original Contract Completion Date:	07/30/24
Total Prior Change Orders: x	$ -	New Completion Date:	
Contract Sum Prior to this CO: x	$ 2,161,967.00	% for this Change Order	-9%
Amount of this Change Order: x	$ (194,102.59)	% Total Cumulative Change Orders	-9%
Revised Contract Amount: x	$ 1,967,864.41		

*SIGNATURES ON PAGE 2

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

CHANGE ORDER

Project Name:	Classroom Renovations - Phase 2	**Date:**	12/17/2024
Site:	Royal High School	**Change Order #:**	1

The undersigned Contractor agrees with the foregoing changes to the Contract price and time allowed for completion of the Work, and agrees to furnish all labor, materials, service, and perform all work necessary to complete any additional work specified herein. Changes to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

Dennis Kuykendall Contractor	DocuSigned by: Dennis Kuykendall Signature	12/16/2024 Date
N/A Architect	Signature	Date
JIM MCGREGOR Project Coordinator	Signed by: Jim McGregor Signature	12/19/2024 Date
DAVID PEGG Construction Project Manager	Signed by: David Pegg Signature	12/19/2024 Date
LORI RUBENSTEIN Bond Program Manager	DocuSigned by: LORI RUBENSTEIN Signature	12/19/2024 Date
RON TODO Associate Superintendent, Business & Facilities	DocuSigned by: Signature	12/19/2024 Date

DS
DR

Certificate Of Completion

Envelope Id: 1420B073-5702-40AF-BF7C-5B499A9078D3
Status: Completed
Subject: Complete with Docusign: Royal CR Renovations Phase 2 ,Balfour Change Order #1.pdf
Source Envelope:
Document Pages: 2
Signatures: 5
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bond Contracts
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
bondcontracts@simivalleyusd.org
IP Address: 207.157.143.40

Record Tracking

Status: Original
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Holder: Bond Contracts
bondcontracts@simivalleyusd.org
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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Simi Valley Unified School District
Location: DocuSign

Signer Events	Signature	Timestamp
Dennis Kuykendall DKuykendall@balfourbeattyus.com Director - Ventura Balfour Beatty, LLC Security Level: Email, Account Authentication (None)	DocuSigned by: Dennis Kuykendall BB0D172FDF6D443... Signature Adoption: Pre-selected Style Using IP Address: 172.118.162.32	Sent: 12/10/2024 12:33:03 PM Resent: 12/16/2024 10:44:55 AM Viewed: 12/16/2024 1:39:29 PM Signed: 12/16/2024 1:39:52 PM
Electronic Record and Signature Disclosure: Accepted: 12/16/2024 1:39:29 PM ID: f10d26b5-a98a-4589-a0be-3ab7886da1c9		
Desiree Rask desiree.rask@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS DR Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.40	Sent: 12/16/2024 1:39:55 PM Resent: 12/19/2024 8:32:41 AM Viewed: 12/19/2024 8:33:38 AM Signed: 12/19/2024 8:33:45 AM
Electronic Record and Signature Disclosure: Accepted: 12/19/2024 8:33:38 AM ID: 4e7da620-ba9d-4e23-b5c6-ce168ca900a4		
Jim McGregor jim.mcgregor@simivalleyusd.org Project Manager Security Level: Email, Account Authentication (None)	Signed by: Jim McGregor C1C1879B1A4B495... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.40	Sent: 12/19/2024 8:33:46 AM Viewed: 12/19/2024 8:35:18 AM Signed: 12/19/2024 8:35:34 AM
Electronic Record and Signature Disclosure: Accepted: 12/19/2024 8:35:18 AM ID: cf8cecf4-9355-4860-afbb-e52cb00923af		
David Pegg david.pegg@simivalleyusd.org Construction Project Manager Security Level: Email, Account Authentication (None)	Signed by: David Pegg 5C2374E15A66494... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.41	Sent: 12/19/2024 8:35:35 AM Viewed: 12/19/2024 8:36:21 AM Signed: 12/19/2024 8:37:04 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 12/19/2024 8:36:21 AM ID: 908bb646-e4e4-485a-9822-e288306e4294		
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Bond Program Manager Security Level: Email, Account Authentication (None)	DocuSigned by: LORI RUBENSTEIN 19ADD8F59B9244E... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.40	Sent: 12/19/2024 8:37:06 AM Resent: 12/19/2024 8:57:54 AM Viewed: 12/19/2024 9:20:40 AM Signed: 12/19/2024 9:20:48 AM
Electronic Record and Signature Disclosure: Accepted: 12/19/2024 8:38:53 AM ID: cfed46b5-7c5c-42ae-8e17-e82a7e5727d4		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	DocuSigned by: 09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 12/19/2024 9:20:49 AM Viewed: 12/19/2024 12:22:42 PM Signed: 12/19/2024 12:23:08 PM
Electronic Record and Signature Disclosure: Accepted: 12/19/2024 12:22:42 PM ID: 34d26a4d-c9a5-4dc1-8995-9c2809286e60		

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	12/10/2024 12:33:03 PM
Certified Delivered	Security Checked	12/19/2024 12:22:42 PM
Signing Complete	Security Checked	12/19/2024 12:23:08 PM
Completed	Security Checked	12/19/2024 12:23:08 PM

Payment Events	Status	Timestamps

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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..

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Acknowledging your access and consent to receive and sign documents electronically

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- 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
12/17/24 (Date) (Signature)

TITLE: **APPROVAL OF AGREEMENT NO. R25-02676 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND PARSONS CONTRACTORS, INC. FOR LABOR COMPLIANCE SERVICES FOR THE SIMI VALLEY HS MPR NEW MPR / CLASSROOM BUILDING PROJECT**

Business & Facilities
Consent #9

December 17, 2024

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Contractors bidding or working on ANY public works project are required to be registered with the State Department of Industrial Relations (DIR). A Labor Compliant Consultant is needed to perform the following activities:

- Register Public Works projects with DIR
- Obtain prevailing wage rates from DIR
- Notify potential contractors that they must register with DIR and that the project is subject to enforcement by DIR
- Post or require contractors to post jobsite notices on Public Works requirements
- Ensure that Public Works contractors pay prevailing wages and are following the Public Works Laws
- Report any suspected Public Works violations to the Labor Commissioner
- File the mandated annual report with the DIR
- Ensure that the Public Works Lease Leaseback contractors are following the skilled and trained workforce requirements

Fiscal Analysis

Consultant's fee is estimated at $132,249.00 paid by Measure X.

Recommendation

It is recommended that the Board of Education approve the Agreement.

On motion # 70 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R25-02676 between Simi Valley Unified School District and Parsons Contractors, Inc. for Labor Compliance Consulting Services.

Ayes: Garner, Dubrau, Resnick, Smollen, Pine Noes: 0 Absent: 0 Abstained: 0

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INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

Simi Valley Unified School District

And

Parsons Constructors, Inc. – for Labor Compliance

For

Simi Valley High School New MPR / Classroom Building Project
#R25-02676

Dated: December 17, 2024

Docusign Envelope ID: 7980FC17-9CB2-4401-BA0C-7A0192DBC564

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the December 17, 2024, by and between the **Simi Valley Unified School District**, ("District") and Parsons Constructors, Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide Labor Compliance Support for the New MPR/Classroom Building project at Simi Valley High School, 5400 Cochran St., Simi Valley, CA 93063, as further described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on June 7, 2025, and will diligently perform as required through April 2027, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Agreement
X	Fingerprint Certificate
X	Drug-Free Workplace Certification
X	Tobacco-Free Environment Certification
X	Non-collusion Declaration
X	Rules of Conduct
X	Insurance Certificates and Endorsements

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fixed fee not to exceed **One Hundred – Thirty-Two Thousand, Two Hundred and Forty-Nine** Dollars **($132,249.00)**. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with

Docusign Envelope ID: 7980FC17-9CB2-4401-BA0C-7A0192DBC564

the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. **Performance of Services**.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Ownership of Data**. 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 Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant 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 change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this

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Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Disputes**. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. **Termination**.

13.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Consultant; or

13.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or

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remedies available to District.

14. **Indemnification**. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

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15. **Insurance**.

15.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	$ 2,000,000

15.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

15.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

15.2. **Proof of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

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15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

15.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

17. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

18. **Certificates/Permits/Licenses/Registration**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

21. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

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21.1. All site visits shall be arranged through the District;

21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

21.5. Consultant and Consultant's employees shall not use student restroom facilities; and

21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. **No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

24. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

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District:

Simi Valley Unified School District
101 W. Cochran Street
Simi Valley, CA 93065
Email: lori.rubenstein@simivalleyusd.org
ATTN: Lori Rubenstein, Bond Program Manager

Consultant:

Parsons Constructors, Inc.
100 West Walnut Street
Pasadena, CA 91124
Email: rasien.connelly@parsons.com
ATTN: Rasien Connelly, PLA and Labor Compliance Manager

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

27. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

29. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

32. **Authority to Bind Parties**. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Attorney's Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **Tolling of District's Claims**. Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the Contractors' or subcontractors' claims are finally resolved.

35. **Captions and Interpretations**. Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be

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interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. **Calculation of Time**. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

37. **Signature Authority**. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

38. **Counterparts**. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

39. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: 12/19/2024

Simi Valley Unified School District

By: DocuSigned by: 09CA0EB1F690455...

Print Name: Ron Todo

Print Title: Associate Superintendent, Business and Facilities

Dated: 12/12/2024

Parsons Constructors, Inc.

By: Signed by: Daniel Sloan 9C6AAAE06E3A487...

Print Name: Dan Sloan

Print Title: President, Parsons Constructors, Inc.

Information regarding Consultant:

License No.: _____

Registration No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Consultant to furnish the information requested in this section.

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____

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____ Limited Liability Company
____ Other: _____

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EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Provide comprehensive labor compliance support for **the Simi Valley HS – New MPR / Classroom Building Project, including support for the skilled and trained force requirements.**

Project Site: **Simi Valley High School**
5400 Cochran St.
Simi Valley, CA 93063

Total Fee: $132,249.00 Fixed Fee

Start: June 2025

Completion: March 2027

Consultant's Proposal is **not** made part of this Agreement.

See Exhibit A-2 for fees only.
See Exhibit B for Scope of Work

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December 4, 2024

Simi Valley Unified School District
ATTN: Lori Rubenstein, Measure X Bond Manager
100 West Cochran Street
Simi Valley, CA 93065

Via email only: lori.rubenstein@simivalleyusd.org

RE: Labor Compliance Cost Proposal for MPR Project

Dear Ms. Rubenstein:

Parsons Constructors, Inc. (Parsons) is pleased to offer this cost proposal for the Labor Compliance services requested by the Simi Valley Unified School District (District) for the MPR Project with an estimated construction value of $35 million and an estimated construction duration of June 2025 through February 2027. Parsons will require an added 60 days from construction completion to complete the labor compliance scope of services and close out.

Our experienced labor compliance team is prepared to perform the defined services and meet the objectives laid out in the attached scope of services summary. Please do not hesitate to contact me with any questions at (206) 295-3303.

Sincerely,

Dan Sloan
Vice President, Labor Relations
Parsons Constructors, Inc.

Enclosures: Attachment A: Labor Compliance Cost Proposal & Scope of Services

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Attachment A: Labor Compliance Cost Proposal & Scope of Services

Category	Billing Rate
Labor Compliance Manager	**$170.00**
Labor Compliance Analyst	**$115.00**
Not To Exceed Amount (Labor)	$ 119,700.00
LCP Tracker (Projects $25 mil to $50 mil)	**$12,549.00**
LCP Data Flash Drive at project completion	
GRAND TOTAL:	**$132,249.00**

* LCP Tracker is billed annually and is subject to annual increases. Based on preliminary project information, LCP Tracker will be needed for two (2) years. The cost proposal above is broken down as follows ($5,549.00 for 2025; $6,000.00 estimated for 2026; $1,000 estimated for Data Flash Drive).

Proposed Scope of Services: Labor Compliance Services

- Monitor projects for contractor compliance with California Labor Code Sections 1720-1861 including but not limited to the payment of prevailing wages and apprenticeship requirements.
- Participate and present applicable state prevailing wage laws at pre-bid, pre-construction, and labor compliance orientation meetings.
- Provide ongoing labor compliance support and technical assistance to contractors.
- Confirm each contractor is registered with the Department of Industrial Relations (DIR).
- Develop tracking log for each project to track the collection of payroll documentation.
- Work with contractors and subcontractors to assure that prevailing wages, fringe benefit payments, and training fund payments are paid promptly and maintained up to date.
- Receive and review all first-time documents including checklist of labor law requirements, DAS 140 with transmittal, DAS 142 with transmittal, and fringe benefit statement.
- Receive and spot check manually submitted certified payroll reports for completeness, accuracy, and payment of prevailing wages with corresponding statements of compliance, and proof of fringe benefit payments for current projects.
- Ensure contractor compliance with all apprenticeship requirements including but not limited to apprentice registration, journeyman on duty rule, and ratio requirements.
- Collect documentation in relation to Skilled and Trained Workforce requirements, if applicable.
- Collect and review eCPR confirmations to ensure contractor compliance with submission of Certified Payroll records to the DIR.
- Conduct Payroll confirmations as required by California Code of Regulations Section 16432 including check stub review, fringe benefit review and field investigations and interviews.
- Issue a monthly Labor Compliance Status report to the prime contractor and appropriate parties that identify labor compliance discrepancies, violations and request for resolution of outstanding issues.
- Issue a monthly Recommendation for payment to the appropriate parties based on a monthly review of Certified Payroll reports and corresponding payroll documents.
- Process, investigate, resolve, and recommend referral to the State Labor Commissioner when wage violations occur; notify the District of the status of violations and recommend corrective actions.
- Prepare labor compliance close out report and provide collected documentation to the District.

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EXHIBIT B
BASIC AND ADDITIONAL SERVICES
LABOR COMPLIANCE SUPPORT
PROJECTS SUBJECT TO STATE OR FEDERAL COMPLIANCE REQUIREMENTS

I. BASIC SERVICES

A. State and/or federal Program Start-up Services (Occurs once, at the initiation of services to each Client)

PARSONS shall:

1. Conduct an initial briefing and workshop for and with Client's personnel, architects and any Program/Project/Construction Managers then employed by the Client who are or may be regularly engaged, on behalf of the Client, in the control, administration or management of new construction or modernization activities that are subject to potential funding which would require labor compliance enforcement. Presentation and discussion will include, but is not necessarily limited to:

   (a) Public works subject to Prevailing Wage Laws.
   (b) Types of contracts to which Prevailing Wage Requirements apply.
   (c) Limited exemptions from requirement to pay Prevailing Wage.
   (d) Overview of the Department of Industrial Relations (DIR) Program and its requirements, where applicable.
   (e) Duties and responsibilities of the Client, the Labor Compliance Consultant, the DIR, Program/Project/Construction Managers, general contractors, prime trade contractors and subcontractors.
   (f) Enforcement, withholding and forfeiture. Rights and procedures.
   (g) Investigative rights and responsibilities.
   (h) Forms and procedures specific to the projects anticipated to be undertaken by Client and, in general, PARSONS's procedural requirements.
   (i) Public works – Lease Leaseback Skilled and Trained Workforce requirements

2. Provide, to all parties attending the briefing/workshop identified in Item B.1, above, a permanent reference package covering all subjects discussed at the briefing/workshop.

3. Review and modify, as required, Client's Project Advertisement, Invitation to Bid, Bid Documents and Contract Documents to ensure inclusion of required language and legal references, pursuant to the Labor Code and associated regulations.

   "Project" is defined as being anybody of construction services intended to be advertised, bid, awarded and constructed pursuant to a single bid process. Where a single bid process incorporates more than one physical location where the work at each location constitutes separate funding or budget accountability, the work at each location may, in some cases, constitute a separate project. In the case of Multiple-Prime project delivery, a "Project" means a single advertised set of bids or, in the case of a split bid process, not more than two sets of bids for the same project location.

B. Pre-Bid Activities, as applicable

1. Where the State of California prevailing wage and apprenticeship requirements apply, make a finding as to the applicable generation of Wage Determinations for each Project

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and provide appropriate language for notification of bidders, in satisfaction of the Client's responsibilities pursuant to Labor Code § 1773.2.

2. Where federal Davis-Bacon requirements apply to a project, PARSONS shall, in addition to or instead of state requirements, as applicable, make a finding as to the applicable generation of federal Wage Determinations for each Project and shall provide the Awarding Agency and the Architect with electronic and printed copies of Davis-Bacon wage determinations applicable at the time that the project is packaged and advertised for bid. Subsequently, PARSONS will monitor federal databases for updates of applicable wage determinations and will, if updates are issued, notify the Awarding Agency's Contract Officer or Program/Construction Manager that an addendum needs to be issued. PARSONS will provide an electronic copy of the updated wage determination(s) by electronic transmission for use within the Addendum. This update process will continue until 10 days prior to the submission of bids.

3. Receive from the Client, record and retain a copy of the first advertisement for bids for the Project.

4. Provide the Client (or its authorized representative) with a copy of all forms required for post-bid document collection from the bidders (DAS-140, Contractor's Acknowledgement, DAS-142 and CAC- 2).

5. In the event that the Client conducts a Pre-bid Conference for the Project, provide, if requested by Client, a brief familiarization for prospective bidders, covering DIR Program requirements and the resources being made available by the District, through PARSONS, for guidance and support of contractors of all tiers in complying with the DIR Program requirements.

C. Post-Bid / Pre-NTP Activities

1. For each Project undertaken by the Client, PARSONS shall:

1.1 If required by DIR, obtain and, on behalf of Client, upload copies of required project documentation, such as copies of bid advertisement, prime contract, subcontractor listing, and any other documentation requested by the DIR.

1.2 Provide the General Contractor or Client's Program / Project / Construction Manager with appropriate, laminated jobsite posting materials, as required by state and, if applicable, federal law.

1.3 Conduct, as part of a Pre-Construction Conference with the prime contractor(s) and listed subcontractors having been awarded contracts, a briefing with questions and answers, covering all required aspects of labor compliance, prevailing wage and apprenticeship requirements as they will apply to the Project.

1.4 Provide each contractor and subcontractor, in the course of the Pre-Construction Conference, all forms required for post-bid document submissions by the bidders (DAS-140, DAS-142 and CAC- 2).

1.5 In the course of the Pre-Construction Conference, Distribute Pre-Construction Checklist of Labor Law and Requirements to all prime contractor(s) and listed subcontractors having been awarded contracts, requiring that each sign and submit the checklist, acknowledging receipt and understanding of materials describing

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those requirements and their obligations under Labor Law. Collect and secure, within the permanent Project files, all signed checklists.

1.6 Receive and record the required company data on all prime contractor(s) and listed subcontractors having been awarded contracts.

1.7 Support, advise and assist, as necessary, prime contractor(s), subcontractors and sub- subcontractors of every tier, in familiarizing themselves with the DIR on-line system, registering themselves on the DIR CPR storage system for each project and uploading required company and user data as well as any required documents. Key data for upload will be information equivalent to the "Fringe Benefit Statement".

1.8 Follow up with the Prime Contractor(s) to confirm that they have registered and uploaded the required information to the DIR on-line system and assist them with any questions or clarifications in order to facilitate a timely completion of this process.

1.9 Follow up with the Prime Contractor(s) to encourage timely follow-through with all subcontractors to ensure that they have registered with the DIR on-line system and uploaded all required information and that they, in turn, have followed up with their sub-subcontractors in the same regard.

1.10 Verify contractor licensure status of each contractor or subcontractor listed or identified as intending to work on the project. When requested by Client, confirm each prime and listed subcontractor's registration status with DIR, allowing them to bid and be awarded public works contracts.

1.11 Verify that each contractor or subcontractor listed or identified as intending to work on the project is listed by the State Contractors License Board as having Worker's Compensation Insurance.

2. For each Project undertaken by the Client that is subject to specific federal requirements, to include DBRA, PARSONS shall, in addition to any duties set forth elsewhere within this Agreement:

2.1 Verify federal apprenticeship registration of all workers listed as an apprentice on the project.

2.2 Include, as part of any Pre-Construction Conference held with the prime contractor(s) and listed subcontractors having been awarded contracts, a briefing on any legal or procedural requirements or any forms peculiar to federal compliance requirements.

2.3 Provide consultation and support to contractor(s), subcontractors and sub-subcontractors of every tier who encounter difficulties or alleged deficiencies in complying with DBRA requirements in order to facilitate understanding of their requirements and a resolution of any alleged violations.

2.4 Address all Awarding Agency (Client's) duties and responsibilities regarding interfacing with governing federal agencies, to include the Department of Labor.

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D. Post-NTP Services

1. On projects subject to State jurisdiction:

1.1 Receive, review and record copies of jobsite daily sign-in logs in order to determine that all contractors or subcontractors of every tier are registered and accounted for within the on-line DIR website.

1.2 Support, advise and assist, as necessary, prime contractor(s), subcontractors and sub-subcontractors of every tier, in electronically submitting Certified Payroll Reports through the DIR on-line system.

1.3 Provide consultation and support to contractor(s), subcontractors and sub-subcontractors of every tier who encounter difficulties or alleged deficiencies in making on-line submittals or who have difficulty understanding DIR responses or direction.

1.4 Provide assistance to contractors or subcontractors who inadvertently lock themselves out of the DIR on-line system to reestablish access through the DIR.

1.5 Respond to all records requests received by the Client within statutory time limits and in a manner that promotes positive relations with requestors. Review all records requests, prior to responding, to ensure that the request is legal and proper. In the event that a request is improper, coordinate with the requestor to modify the request so as to be consistent with law, regulation and accepted practice.

1.6 In the event that a request for partially redacted Certified Payroll Reports is received, by the Client from a joint labor management committee, PARSONS will accomplish the partial redaction

1.7 In the event that the Client receives a written complaint or allegation of violation(s) on a project, PARSONS shall make an initial evaluation as to appropriate action on the part of the Client and, on behalf of Client, take such action as is appropriate and necessary.

Additional Services

Additional services will be provided only upon written authorization of the Client. Compensation for Additional Services shall be at the T&M hourly rates.

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FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Daniel Sloan (Print Name) [SimiEDU45125-1], am the President (Title) of Parsons Constructors Inc. (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 ➡ TBD ⬅ **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 Aliso Viejo, CA (City and State) [SimiEDU45125-1b] this 12 day of December, 20 24.

Docusign Envelope ID: 7980FC17-9CB2-4401-BA0C-7A0192DBC564

Signed by:
Daniel Sloan
9C6AABE66E5A487...

Daniel Sloan

(Signature) (Handwritten or Typed Name)

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

Docusign Envelope ID: 7980FC17-9CB2-4401-BA0C-7A0192DBC564

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.

TBD

TBD

TBD

TBD

TBD

Docusign Envelope ID: 7980FC17-9CB2-4401-BA0C-7A0192DBC564

DRUG-FREE WORKPLACE CERTIFICATION

I, Daniel Sloan (Print Name) [SimiGOV8350], am the President (Title) of

Parsons Constructors Inc. (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 Aliso Viejo, CA (City and State) this 12 day of December, 2024.

Signed by:
Daniel Sloan
(Signature)
9C6A4AE06E3A487...

Daniel Sloan
(Printed or Typed Name)

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: 12/12/2024

Docusign Envelope ID: 7980FC17-9CB2-4401-BA0C-7A0192DBC564

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: **SVHS – MPR**

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

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

Parsons Constructors Inc ("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: 12/12/2024

Contractor: Parsons Constructors Inc.
Signed by:

Signature: Daniel Sloan
9C6AA4E07E3A47...

Print Name: Daniel Sloan

Title: President

Docusign Envelope ID: 7980FC17-9CB2-4401-BA0C-7A0192DBC564

NON-COLLUSION DECLARATION

Agreement No. R25-02676

PROJECT: SVHS – MPR

STATE OF CALIFORNIA

COUNTY OF Los Angeles

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

the President of Parsons Constructors Inc., 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 12 day of December, 20 24 at Aliso Viejo, Orange County, CA.
(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.

12/12/2024
(Signature)

Daniel Sloan
(Name Printed or Typed)

Docusign Envelope ID: 7980FC17-9CB2-4401-BA0C-7A0192DBC564

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Simi Valley HS MPR

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.

Docusign Envelope ID: 7980FC17-9CB2-4401-BA0C-7A0192DBC564

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.

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:

    a. 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.

    b. 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.

    c. 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.

Signed by:

Daniel Sloan — President

Authorized Signature [SimiROC] — Title

9C0AAAE60E3A497...

Daniel Sloan — 12/12/2024

Print Name — Date

Parsons Constructors Inc.

Company

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Simi Valley Schools
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 Endorsement 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 $1,000,000.00.

  - 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 *(Additional Insured Endorsement Required)*
  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.

  - ADDITIONAL INSURED ENDORSEMENT **"CA 20 48 10 13" or equivalent**

- UMBRELLA LIABILITY ***if applicable*** provides additional coverage amount.
  Occurrence "box" must be checked.
- WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
  Statutory limits required for Workers' Compensation. Minimum of $1,000,000 for Employer's Liability.
- 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

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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	ECP 1004 0410	None
AB 91 89 (08/07)	EN 0137-0211	
AP2009US 04-10	G-123127-B	
CG 20 10 11 85	G-17957-G (01/01)	
CG 20 10M 11 85	GA 4523IL 05 20	
CG 20 10R 12/11	HG 00 01 09 16	
CG 20 26 11 85	J6858 102/93-6858 (10/12)	
CG 72 77 10 15	PPB 304 02 12	
CG 81 86	SB-146968-A (01/06)	
CMP-4786.1	SPE 0001-0115	
CNA 74705XX (01/15)	SS 00 08 04 05	
CNA 74872 (01/15)	U-GL-2162A CW (02/19)	
CNA 75079XX (01/15)	W433 (09/12)	

TWO endorsements are required:

Endorsement (Ongoing operations)		**AND** Endorsement (Operations completed)
49-0108 (07/11)	EN0321-0211	80-02-8446 (1/15)
80-02-2305 (03-17)	EPACE101-0814	AB 9067 12-93
80-02-2367 (05/07)	G-140331-D (01/13)	BP 04 48 07 13 or 01 97
81995 (02/09)	GBA 105014 1215	CA 04 44 10 13
AB 918908 07	GLS-448s (02/15)	CG 20 10M 11 85
ALZ AIE OPWS 00 01 03 18	HG 00 01 09 16	CG 20 37 07 04
BP 04 50 07 13	ISO 49-0108 07 11	CG 20 37 10 01
BP 79 96 07 13	ISO u156-0310	CG 21 54 01 96
BP 80 21 10 15	L 815 (02/15)	CG 85 83 04 13
BP 89 05 01 87	ML 10 81 04 13	CG T8 04 08 18
CA 990312 05 14	SB146932F (6-16)	ECG 20 598 05 09
CG 20 07 04 13	SCG 20 30 09 07	EN0320-0211
CG 20 10	SS 41 70 06 11	EN0111-0211
CG 20 26	TM 172 10 11	EPACE100-0814
CG 20 33	TMGL 172 10/11	G-19160-B (11/97)
CG 20 38 04 13	U156-0310	GLS-150s (07/06)
CG 73 23 11 11	U-GL-1175-F-CW (04/13)	ML 13 57 04 13
CG 7578 (05/15)	U-GL-1177-F-CW (04/13)	SB 146968B (6-16)
CG 88 10 04 13	VCG 207 (07/09)	SS 41 71 12 19
CGL 20 33 08 15	VLCG 2026 07 04	SCIS-BAICOM-1 (10/15)
CNA 71527xx (10/12)	WW433A (02/19)	TM 176 1011
CNA 97587xx (4-2020)		TMGL 175 01 20
ECG 20 596 (04/12)		
ECG 20 583 07 04		

For Travelers Companies:		**AND**
CG D3 81 09 07	CG D2 47 04 19	None
CG D3 81 09 15	CG D1 44 02 19	
CG D3 82 09 15	CG D2 46 04 19	
CG D1 05 04 94	CG D6 04 02 19	
CG D2 47 08 05	CG TI 00 02 19	
CG D3 61 03 05	CG T8 02 12 21	CG 20 37 10 01 or CG 20 37 07 04
CG D3 16 02 19	CG T8 03 03 22	CG D2 46 04 19
CG D4 17 01 12		CG T8 01 12 21

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SAMPLE

Certificate Of Completion

Envelope Id: 7980FC17-9CB2-4401-BA0C-7A0192DBC564
Status: Completed
Subject: Complete with Docusign: CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES. Parsons - MPR Bldg - 12...
Source Envelope:
Document Pages: 29
Signatures: 6
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bond Contracts
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
bondcontracts@simivalleyusd.org
IP Address: 207.157.143.40

Record Tracking

Status: Original
12/11/2024 11:56:17 AM
Holder: Bond Contracts
bondcontracts@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
Daniel Sloan dan.sloan@parsons.com President Parsons Constructors Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/11/2024 3:33:04 PM ID: 9c290f20-e6d4-429f-aec9-07b2f4e17193	Signed by: Daniel Sloan 9C6AAAE06E3A487... Signature Adoption: Pre-selected Style Using IP Address: 206.219.248.2	Sent: 12/11/2024 12:30:20 PM Resent: 12/12/2024 2:34:24 PM Viewed: 12/12/2024 2:35:28 PM Signed: 12/12/2024 2:55:26 PM
Desiree Rask desiree.rask@simivalleyusd.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/19/2024 8:45:54 AM ID: bd050e7d-a5c7-4861-b33e-d43df2bfa3d0	DS Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.40	Sent: 12/12/2024 2:55:28 PM Resent: 12/19/2024 8:45:40 AM Viewed: 12/19/2024 8:45:54 AM Signed: 12/19/2024 8:46:09 AM
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/19/2024 12:23:27 PM ID: c568a590-64c4-4eb5-8c93-35f0fa15c0ec	DocuSigned by: 09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 12/19/2024 8:46:11 AM Viewed: 12/19/2024 12:23:27 PM Signed: 12/19/2024 12:23:36 PM

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	12/11/2024 12:30:20 PM
Envelope Updated	Security Checked	12/12/2024 2:34:18 PM
Envelope Updated	Security Checked	12/12/2024 2:34:18 PM
Envelope Updated	Security Checked	12/12/2024 2:34:18 PM
Envelope Updated	Security Checked	12/12/2024 2:34:18 PM
Certified Delivered	Security Checked	12/19/2024 12:23:27 PM
Signing Complete	Security Checked	12/19/2024 12:23:36 PM
Completed	Security Checked	12/19/2024 12:23:36 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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.

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

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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

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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.

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- 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
12/17/24 HY
Date Signature

TITLE: APPROVAL OF CHANGE ORDER NO. 1 TO CAMPUS NOTIFICATION SYSTEM FOR HILLSIDE MS, SINALOA MS, AND VALLEY VIEW MS, B24FM439

Business & Facilities
Consent # 10

December 17, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On August 20, 2024, the Board of Education approved Empire Cabling Incorporated for the project known as Campus Notification System for Hillside MS, Sinaloa MS, and Valley View MS B24FM439, in the amount of $271,876.57

The allowance is being returned. Attached is Exhibit "A" for Change Order No. 1.

Fiscal Analysis:

$ 271,876.57 Original Contract
$ (24,716.05) Change Order #1
$ 247,160.52 Revised Contract Amount, paid by Measure X

Recommendation:

It is recommended that the Board of Education approve Change Order No. 1 to B24M439 as presented.

On motion # 70 by Trustee Smollen, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Change Order No.1 for Campus Notification System for Hillside MS, Sinaloa MS, and Valley View, B24M439.

James
Ayes: Jubran Noes: -0- Absent: -0- Abstained: -0-
Resnick
Smollen
Pine

Docusign Envelope ID: C59CD6BB-241B-40B2-9E1E-DC112AEB3EE1

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

CHANGE ORDER

Project Name:	Campus Notification System	**Date:**	12/6/2024
Site:	Hillside MS, Sinaloa MS, Valley View MS	**Change Order #:**	1
Contract Date:	07/25/2024	**Bid #:**	B24FM439
Contractor:	Empire Cabling Incorporated	**PO #:**	P25-00586 x
Address:	5158 Goldman Avenue Unit F Moorpark, CA 93021	**DSA Application #:**	N/A
		Board Date:	12/17/2024

THE CONTRACT IS CHANGED AS FOLLOWS:

Project allowance is being returned.	
Return of the Allowance.	$ (24,716.05) x
Total Contract Allowance Credit:	**$ (24,716.05)** x

ADJUSTMENTS TO CONTRACT			
Original Contract Amount: x	$ 271,876.57	Original Contract Completion Date:	08/05/24
Total Prior Change Orders:	$ -	New Completion Date:	08/05/24
Contract Sum Prior to this CO: x	$ 271,876.57	% for this Change Order	-9%
Amount of this Change Order: x	$ (24,716.05)	% Total Cumulative Change Orders	-9%
Revised Contract Amount: x	$ 247,160.52		

***SIGNATURES ON PAGE 2**

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SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

CHANGE ORDER

Project Name:	Campus Notification System	**Date:**	12/6/2024
Site:	Hillside MS, Sinaloa MS, Valley View MS	**Change Order #:**	1

The undersigned Contractor agrees with the foregoing changes to the Contract price and time allowed for completion of the Work, and agrees to furnish all labor, materials, service, and perform all work necessary to complete any additional work specified herein. Changes to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

JOE GREICO Contractor	DocuSigned by: Joe Greico 9B5C821CB62A... Signature	12/9/2024 Date
N/A Architect	Signature	Date
N/A Project Coordinator	Signature	Date
DAVID PEGG Construction Project Manager	Signed by: David Pegg 5C2874E15A66494... Signature	12/19/2024 Date
LORI RUBENSTEIN Bond Program Manager	DocuSigned by: LORI RUBENSTEIN 19ADB8F69BB244E... Signature	12/19/2024 Date
RON TODO Associate Superintendent, Business & Facilities	DocuSigned by: 09CA2EB1F080455... Signature	12/19/2024 Date

DS
DR

Certificate Of Completion

Envelope Id: C59CD6BB-241B-40B2-9E1E-DC112AEB3EE1
Status: Completed
Subject: Complete with Docusign: Campus Notification System, Empire Cabling Change Order #1 pdf
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

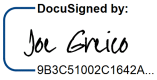
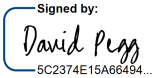
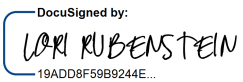
Envelope Originator:
Bond Contracts
Simi Valley Unified School District
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bondcontracts@simivalleyusd.org
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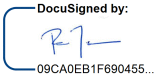
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Pool: StateLocal

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Signer Events	Signature	Timestamp
Joe Greico joeg@empirecabling.com VP/CFO Empire Cabling INC. Security Level: Email, Account Authentication (None)	DocuSigned by:  9B3C51002C1642A... Signature Adoption: Pre-selected Style Using IP Address: 172.250.107.75	Sent: 12/9/2024 10:16:07 AM Viewed: 12/9/2024 11:29:18 AM Signed: 12/9/2024 11:29:45 AM
Electronic Record and Signature Disclosure: Accepted: 12/9/2024 11:29:18 AM ID: 5294ff4c-a227-4e59-8ef8-e72a610d253e		
Desiree Rask desiree.rask@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.40	Sent: 12/9/2024 11:29:46 AM Resent: 12/19/2024 8:44:01 AM Viewed: 12/19/2024 8:44:16 AM Signed: 12/19/2024 8:44:25 AM
Electronic Record and Signature Disclosure: Accepted: 12/19/2024 8:44:16 AM ID: fd14960e-9446-4715-8942-6337f5916486		
David Pegg david.pegg@simivalleyusd.org Construction Project Manager Security Level: Email, Account Authentication (None)	Signed by:  5C2374E15A66494... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.41	Sent: 12/19/2024 8:44:26 AM Viewed: 12/19/2024 8:56:54 AM Signed: 12/19/2024 8:57:33 AM
Electronic Record and Signature Disclosure: Accepted: 12/19/2024 8:56:54 AM ID: dcf1a48b-3f05-481a-89c6-9eb8824bd7c1		
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Bond Program Manager Security Level: Email, Account Authentication (None)	DocuSigned by:  19ADD8F59B9244E... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.41	Sent: 12/19/2024 8:57:36 AM Viewed: 12/19/2024 9:35:51 AM Signed: 12/19/2024 9:39:56 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 12/19/2024 9:35:51 AM ID: 50508b4e-180d-4806-81b5-18222e711922		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	DocuSigned by:  09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 12/19/2024 9:39:57 AM Viewed: 12/19/2024 12:21:55 PM Signed: 12/19/2024 12:22:05 PM
Electronic Record and Signature Disclosure: Accepted: 12/19/2024 12:21:55 PM ID: 0c57b712-52e7-47c4-a6d9-e02e50189a54		

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	12/9/2024 10:16:07 AM
Certified Delivered	Security Checked	12/19/2024 12:21:55 PM
Signing Complete	Security Checked	12/19/2024 12:22:05 PM
Completed	Security Checked	12/19/2024 12:22:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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.

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APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
12/17/24 Date
Signature

TITLE: APPROVAL FOR THE PURCHASE OF REPLACEMENT NETWORK FIREWALL

Business & Facilities
Consent #11

December 17, 2024

Prepared by: Ron Todo, Associate Superintendent of Business & Facilities

Background Information

The Simi Valley Unified School District embraces technology that exposes us to constant threats from the internet. A key component in our cybersecurity protection strategy is our network firewall. The firewall protects our internal data and network by monitoring all incoming and outgoing network traffic. The growing sophistication of cyber threats has increased the complexity and challenge of effectively catching these threats. A new firewall will provide improved performance, leverage newer technology to detect and catch threats, and more capable of keeping up with the increasing demands of AI assisted attacks.

Fiscal Analysis

The projected cost of this network firewall is $270,379.02 for a five-year term. This includes the firewall hardware with redundancy, licensing, and security subscriptions. A valid cooperative purchasing agreement or other "piggyback" agreement will be utilized. This expenditure will be funded with Measure X Bond funds.

The Board of Education adopted Resolution No. 01-24/25, Participating in Bids/Contracts of Other Public Corporations and Agencies Throughout the 2024-2025 Fiscal Year, at the June 11, 2024 Board Meeting.

Recommendation

It is recommended that the Board of Education approve the purchase of this replacement network firewall.

On motion # 70 by Trustee Smollew, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of Replacement Network Firewall.

Ayes: James Jubran Resnick Smollew Pine Noes: 0 Absent: 0 Abstain: 0

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
12/17/24 (Date) (Signature)

TITLE: APPROVAL OF RESOLUTION NO. 26-24/25 THE ACKNOWLEDGEMENT THAT A MASTER PLAN IS REQUIRED WHEN THE OFFICE OF PUBLIC-SCHOOL CONSTRUCTION (OPSC) FUNDING APPLICATION IS PROCESSED

Business & Facilities
Action #2

December 17, 2024

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The School Board acknowledges that the master plan required by Education Code Section 17070.54 must be submitted to OPSC, for funding, by the time the application is processed by the OPSC.

The School Board acknowledges that the project(s) may be rescinded for failure to submit a master plan with the required components.

Fiscal Impact

None

Recommendation

It is recommended that the Board of Education approve Resolution No. 26-24/25.

On motion # 73 by Trustee Tobrau, seconded by Trustee James and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Resolution No. 26-24/25.

Ayes: James, Tobrau, Resnick, Smollen, Pine Noes: 0 Absent: 0 Abstain: 0

SIMI VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 26-24/25

RESOLUTION APPROING THE ACKNOWLEDGEMENT THAT A MASTER PLAN IS REQUIRED WHEN THE OPSC FUNDING APLICATION IS PROCESSED

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the **Simi Valley Unified School District** (the "District"), within County of Ventura need to be constructed, reconstructed and modernized; and

WHEREAS, Education Code Section 17070.54 currently requires, as a condition of participating in the school facilities program, that a school district shall submit to the State Office of Public-School Construction (OPSC) a five-year school facilities master plan, or updated five-year school facilities master plan, approved by the School Board of the **Simi Valley Unified School District,**

WHEREAS, the School Board of the **Simi Valley Unified School District** hereby acknowledges the following:

(1) the School Board acknowledges that the master plan required by Education Code Section 17070.54 must be submitted to the OPSC by the time the application is processed by the OPSC.
(2) the School Board acknowledges that the project(s) may be rescinded for failure to submit a master plan with the required components.

NOW, THEREFORE, BE IT RESOLVED, that the School Board accepts and acknowledges that the above language applies to funding applications submitted under the School Facility Program for any or all of the following sites:

- Arroyo Elementary
- Atherwood Elementary
- Berylwood Elementary
- Big Springs Elementary
- Crestview Elementary
- Garden Grove Elementary
- Hollow Hills Elementary
- Justin Elementary
- Katherine Elementary
- Knolls Elementary
- Madera Elementary
- Mountain View Elementary
- Park View Elementary
- Santa Susana Elementary
- Sycamore Elementary
- Township Elementary
- Vista Elementary

- White Oak Elementary
- Wood Ranch Elementary
- Hillside Middle
- Sinaloa Middle
- Valley View Middle
- Royal High
- Santa Susana High
- Simi Valley High
- Apollo High
- Monte Vista

BE IT FURTHER RESOLVED THAT, in addition to the projects listed above, the School Board accepts and acknowledges the above language applies to funding applications submitted under the State School Facility Program for any other projects as necessary in the district.

Approved and adopted by the Governing Board of the Simi Valley Unified School District on this 17 day of December 2024, by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAINED: 0

Hani Youssef

Dr. Hani Youssef, Superintendent
Secretary to the Board of Education