Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

BOARD APPROVED ITEMS FROM THE 8.19.25 BOE MEETING

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
8/19/25 HY
Date Signature

TITLE: APPROVAL OF MEMBERS TO THE CITIZEN'S BOND OVERSIGHT COMMITTEE (CBOC) – MEASURE X

Business & Facilities
Consent #4

August 19, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

In accordance with the requirements of Proposition 39, the Board of Education established a Citizens' Bond Oversight Committee (CBOC) to oversee the expenditures and decisions of Measure X Bond Funds. Their role is primarily an audit function with the responsibility to report to the public on the District's expenditures and consistency with the Measure X Bond.

Most of the current committee members are terming out, and new committee members are needed. The Committee shall consist of at least seven (7) members; one member shall be a parent or guardian of a child enrolled in the District, one member shall be active in PTA or school site council, one member shall be active in a local business organization, one member shall be from a senior citizens' organization, and one member shall be active in a bona-fide tax payers association. Other members are typically from the community at large.

Recommendation

It is recommended that the Board of Education appoint the following members to the Citizens' Bond Oversight Committee (CBOC) for the Measure X Bond:

Shannon Nash

On motion # 17 by Trustee Smollen, seconded by Trustee Resnick and carried by a vote of 5|0, the Board of Education, by a roll-call vote, approved the members to the Citizen's Bond Oversight Committee (CBOC) – Measure X.

Ayes: Pietrolungo, Resnick, Gibran, Smollen Noes: 0 Absent: 0 Abstained: 0

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
8/19/25
Date Signature

TITLE: APPROVAL OF AGREEMENTS NO. B26LS459-A BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND VIOLA, INC. FOR THE PRECONSTRUCTION SERVICES FOR CLASSROOM RENOVATION AT HOLLOW HILLS ELEMENTARY SCHOOL

Business & Facilities
Consent #13

August 19, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On February 10, 2022, the District advertised for a Request for Qualifications for Preconstruction and Lease Leaseback Services for various lease leaseback projects throughout the District. On May 17th 2022, the Board of Education approved Viola, Inc., as a firm that was deemed qualified to perform Lease Leaseback services.

The Lease Leaseback Contractor will be providing constructability reviews, estimating, strategic planning and value engineering for the Hollow Hills Classroom Renovation project. The Preconstruction services will make sure the District's wants and needs are represented, and the project(s) can be effectively built within the budget and time frame.

Agreement No. **033893-373** is being utilized as the Master Construction Agreement for assigning projects to Viola, Inc.

Fiscal Analysis

$10,400.00 Preconstruction Services, paid for by Measure X

Recommendation

It is recommended that the Board of Education approve Agreement B26LS459-A with Viola, Inc. for Preconstruction services, for the Classroom Renovation project, at Hollow Hills ES

On motion # 17 by Trustee Smollen, seconded by Trustee Resnick and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement B26LS459-A for Preconstruction services, for the Classroom Renovation project, at Hollow Hills ES.

Ayes: James Pietrolungo Resnick Tobran Smollen Noes: 0 Absent: 0 Abstained: 0

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PROJECT AMENDMENT TO
PRE-CONSTRUCTION SERVICES AGREEMENT
B26LS459 - A

To Master Agreement **033893-373-A**

This Contractor Pre-Construction Services Agreement ("Agreement") is made and entered into effective August 19, 2025, by and between the **Simi Valley Unified School District**, a California school district organized and operating under the laws of the State of California (hereinafter "District") and **Viola, Inc.** , a licensed California building contractor (hereinafter "Contractor") in relation to the Hollow Hills Classroom Renovation **("Project").**

RECITALS

WHEREAS, District conducted a best value selection process through a competitive request for sealed proposals to select a contractor to provide both preconstruction services and lease-leaseback construction services pursuant to and in accordance with Education Code section 17406, which resulted in the selection of Contractor as the successful respondent.

WHEREAS, Contractor and District desire to enter into a master lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented, if at all, by a Master Site Lease and Master Sublease with attachments, including a Master Construction Services Agreement ("Lease-Leaseback Agreement").

WHEREAS, Education Code section 17406 allows for Contractor preconstruction services for the Project, as long as the construction work does not begin prior to the approval of the Plans and Specifications for the Project by the Division of the State Architect ("DSA").

WHEREAS, Contractor desires to provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence ofany licensed engineer or architect in the preparation of the Plans and Specifications ("Services" or "Pre-Construction Services") to facilitate, and in preparation for, the successful development and construction of the Project.

WHEREAS, this is not an agreement for design-build services.

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the Services set forth in this Agreement.

WHEREAS, District and Contractor acknowledge and agree that this Preconstruction Agreement shall be incorporated into the Master Construction Services Agreement as Exhibit "L" and that Contractor shall not perform any preconstruction services until such time that the Master Construction Services Agreement is finalized and signed by District and Contractor.

NOW, THEREFORE, the parties agree as follows:

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ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings specified herein unless the context requires otherwise.

"Architect" shall mean the Architect of Record for the design of each of the Measure X Projects, or any successor architect of record approved and appointed by the Board for the design of the Project. The District has contracted with a number of different architectural firms for the Measure X Projects.

"Board" shall mean the Board of Trustees of the Simi Valley Unified School District.

"Construction Budget" shall mean the amount of money that the District has allocated for all construction.

"Construction Cost" shall mean the cost to perform all Work pursuant to the Construction Documents.

"Consultant" includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts with directly or indirectly to perform Project-related services.

"Construction Documents" shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the District's Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

"Contractor" shall mean the licensed Contractor performing the professional services under this Agreement, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

"Day" shall mean a calendar day unless otherwise specifically designated.

"District Representative" shall mean Lori Rubenstein, and any successor appointed by District.

"DSA Laws and Regulations" shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including, without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

"Educational Specifications" shall mean the District's approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

"General Conditions" shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on site and off site costs borne by the Contractor during Construction Phase of the Project.

"GMP" shall mean the Guaranteed Maximum Price" as that term is defined by State law for

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purposes of the Lease Leaseback delivery method of public school construction.

"IOR" shall mean Inspector of Record for the Project.

"Master Project Schedule" shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

"Project" shall mean the pre-construction and construction of the facilities that will comprise the various Measure X Projects at Hollow Hills Elementary School.

"Project Budget" shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by District during the pre-construction phase and approved by the Board.

"Reimbursable Expenses" shall mean, any item of expense approved by the District as a reimbursable expense in connection with this Agreement and as detailed in Exhibit B.

"Site" shall mean the Hollow Hills Elementary School campus, located at 828 Gibson Ave, Simi Valley, California, 93065.

"Work" shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

ARTICLE 2
PRE-CONSTRUCTION CONTRACTOR BASIC SERVICES AND RESPONSIBILITIES

Contractor represents to the District that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Agreement, (License No. 979126); and (iii) it has expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the District in the performance of its obligations under this Agreement. Contractor agrees to furnish efficientbusiness administration and management services and to perform in an expeditious and economical manner consistent with the interests of the District. Contractor shall provide all services with respect to the Project as set forth in this Agreement and the attached exhibits (the "Services").

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Measure X Projects are submitted to DSA for approval in accordance with the following schedule:

Project	Date of Submittal to DSA
Hollow Hills ES Classroom Renovation	August 2025 - Tentative

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Unless directed otherwise by the District, the District's Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the District through the Program Manager, including communication with the District's personnel, the Architect, the District's consultants, and any other agencies, organizations, or outside entities.

2.1 BASIC SERVICES. The Basic Services shall include project design review and evaluation, planning for construction mobilization and supervision, construction cost estimating and analysis, project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirementswith the District.

2.1.2 Contractor shall provide a preliminary evaluation of the District's schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the District may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed guaranteed maximum price ("GMP").

2.1.4 Contractor shall perform the Pre-Construction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(i) Contractor shall submit to the Program Manager, at each document review phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.

(3) Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they

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are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work,

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration,

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work, and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work;

(v) Ensure that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California,without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect's and Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work,foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. TheMaster Project Schedule must include the following information: detailed work activities properlysequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, andshall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the District. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

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(8) Develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop site logistics and safety plan showing laydown areas, construction traffic flow and construction personnel parking;

(10) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, exercising all due diligence to obtain at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades, and in the event that Contractor is unable, despite the exercise of duediligence, to obtain the minimum number of trade contractor bids required, present to District the record of due diligence which District shall not unreasonably reject as adequate in lieu of obtaining theminimum number of trade contractor bids required;

(11) Develop proposed GMP with full detail, bid results, and notes, including bid alternates and associated pricing.

2.1.5 Further, Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Contractor shall:

(1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project;

(2) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report,

(ii) Design intent and scope questions,

(iii) Programming status,

(iv) Coordination reviews,

(v) Regulatory and agency review updates,

(vi) Progress on any required studies and deliverables,

(vii) Contract administration,

(viii) Budget and value engineering, and

(ix) Schedule status;

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate project progress, (iii) coordinating with Architect and Consultant to ensure

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complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the District's approval of each phase of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project Schedule, and all other Phase Deliverables.

2.2 ADDITIONAL SERVICES

Services in addition to those set forth in this Agreement will require written request or pre-authorization in writing by the District following specific approval of such services by the Board. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Agreement unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs services in addition to those set forth in this Agreement without receiving prior written approval from the Board, Contractor shall not be paid for such services.

2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the District and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Agreement shall be extended and Contractor shall be compensated for this extension as mutually agreed by the parties.

ARTICLE 3
THE DISTRICT'S RESPONSIBILITIES

3.1 The District shall provide all information actually known to District, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the District's objectives, constraints and criteria.

3.2 The District shall designate a District Representative to act on the District's behalf with respect to the Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The District shall furnish tests, inspections and reports as required by law or the Construction Documents.

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3.4 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the District to Contractor. District has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the District actually becomes aware.

3.5 The District reserves all rights regarding the Project and any development, progress or work thereon, including the right to cease any or all work on or related to the Project, the right to perform work related to the Project with the District's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Agreement contains no promise to enter into or negotiate any further agreement, work or engagement with or for District by and between the District and Contractor.

3.6 The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Contractor.

ARTICLE 4
CONSTRUCTION COST

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Agreement, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the District.

4.2 Contractor shall consult with the Architect and the District to suggest reasonable adjustments in the scope of each Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget for each Project.

4.3 Contractor shall provide for the District's review and acceptance, a monthly report showing the status of each Project. With the District's assistance, and in accordance with District procedures, Contractor shall assist, if needed, District with all construction related Board agenda items.

ARTICLE 5
BASIS OF COMPENSATION AND PAYMENT

5.1 COMPENSATION AMOUNT. The Contractor shall perform the Services as set forth in this Agreement for a fee not to exceed $10,400.00 Preconstruction Services, (the "Total Project Fee") which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the Total Project Fee prior to completion of all Services required of Contractor herein, Contractor shall continueto perform all Services required herein through completion for the Total Project Fee received as goodand sufficient consideration of all Services required of Contractor herein.

Reimbursable expenses, other than Approved Charges, as designated in Exhibit "B," are included in the Total Project Fee. Approved Charges, as designated in Exhibit "B," shall be reimbursed by the District as described in this Article 5.

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5.2 METHOD OF PAYMENT. Contractor shall submit for the District's approval a proposed Schedule of Values ("SOV") within 14 days of receipt of executed Agreement, indicating the Contractor's distribution of the Total Project Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the District. The District approval of the SOV shall not be unreasonably withheld.

Contractor shall allocate in the SOV a minimum of 5% of Total Project Fee to the DSAApproval of the Project, and 5% of the Total Project Fee to the completion of bid documents/preparationof the proposed GMP.

5.3 INVOICING FOR SERVICES. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Contractor shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Total Project Fee to be paid for that phase set forth in the SOV forthe Services identified in the invoice.

Contractor shall identify all reimbursable expenses or charges included in the invoice or request for payment as separate from Total Project Fee line items, and provide a cumulative total of reimbursable expenses billed to date, current reimbursable amount billed, and remaining amount for reimbursable expenses as provided for in this Agreement. All reimbursable expenses shall be identified using the categories agreed upon by the parties. Requests for reimbursable expenses shall be limited to the categories of charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Agreement. A request for reimbursement of a Reimbursable Direct Charge (General Conditions) is limited to the categories of approved charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the District. Contractor shall use the Invoice Approval Form per attached Exhibit "E".

5.4 TIMING OF PAYMENT. District shall pay Contractor for all undisputed amounts, which are approved by the District pursuant to this Agreement no later than thirty (30) calendar days from the date of receipt by the District of an invoice from Contractor.

ARTICLE 6
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF PRE-CONSTRUCTION CONTRACTOR SERVICES

The District may terminate all or any portion of this Agreement or the Services for cause in the event Contractor fails to promptly and efficiently perform the Services or otherwise fails to comply with the terms of this Agreement. The termination shall be effective if Contractor fails to cure such default within thirty (30) Days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) Days of issuance of the notice and diligently prosecutes such cure to the satisfaction of the District.

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Contractor may give thirty (30) Days written notice to the District of Contractor's intent to terminate this Agreement for the District's failure to perform its duties and responsibilities under this Agreement. If, after the expiration of such thirty (30) Days, the District fails to cure the performance as set forth in Contractor's notice of intent to terminate the Agreement, Contractor may issue a notice of termination. If the actions to be taken to cure the default would reasonably exceed thirty (30) Days and the District commences curing the default within said period of time, and thereafter continuouslycontinues to cure the default, Contractor agrees not to suspend or terminate the Agreement until the District has had a reasonable opportunity to fully cure the default.

The District shall also have the right in its absolute discretion to terminate this Agreement without cause following forty-five (45) Days written notice from the District to Contractor.

6.2 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The District and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the District and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the District agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Agreement nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

6.3 ABANDONMENT OF THE PROJECT

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire work to be performed on the Projectis abandoned, the parties shall each be relieved of the remaining executory obligation of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event the District terminates this Agreement for cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Total Project Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire Services Contractor is required to perform pursuant to thisAgreement.

In the event of termination due to a breach of this Agreement by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the Districtdue to such breach.

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6.5 DELIVERY/OWNERSHIP OF DOCUMENTS

Upon termination, abandonment or suspension, Contractor shall deliver to the District all documents and materials related to the Project. It is agreed that the District is the sole owner of all documents, schedules and materials concerning the Project.

ARTICLE 7
INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save and hold the District, its Board, officers, employees, agents and authorized volunteers (the "Indemnitees") harmless from any and all liability arising out of:

7.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's performance of Services under this Agreement; and

7.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Contractor, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firmor corporation including the Indemnitees, arising out of, or in any way connected with theProject, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.2 To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services by Contractor, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

7.3 Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.4 Contractor's obligation to indemnify as outlined above will be continuing and shall survive the term of this Agreement or any earlier termination of this Agreement.

ARTICLE 8
SUCCESSORS, SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations

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without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 9
APPLICABLE LAW

The laws of the State of California shall govern this Agreement, however, in the event that the District receives any State funding for the Project from the State Allocation Board, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding from the State Allocation Board (collectively the "Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
PRE-CONSTRUCTION CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent construction management consultant and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 Without in any way affecting the indemnity provided in or by Article 7, before commencement of any Services, Contractor shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2 Minimum Limits of Insurance. Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1 Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence for bodily injury, personal injury and property damage/$2,000,000 annual aggregate.

11.2.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of $1,000,000 limit each accident.

11.2.3 [This Section intentionally omitted]

11.2.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.5 Employer's Liability Insurance in an amount not less than $2,000,000 per accident for bodily injury or disease.

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11. 3 Minimum Scope of Insurance.

11.3.1 Commercial General Liability insurance shall be written on Insurance Services Office Form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.3.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion of the Project to which it applies. The "retro date" must be shown and must be beforethe date of this Agreement.

11.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.4.1 The Commercial General Liability policy shall name District, the Board and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Contractor's insurance and shall not contribute with it.

11.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against the District, the Board and each member thereof, its officers, employees, agents, and volunteers.

11.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days' notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.5.1 Be issued by insurance companies admitted to do business in the State of California, or permitted to do business under the Surplus Line Law of the State of California,

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with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Contractor shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Contractor shall be required to procure insurance from another insurer.

11.5.2 Except for professional liability policies, all insurance required by this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its Board, its directors, officials, officers, employees and agents.

11.5.3 Contractor shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.5.5 At all times while this Agreement remains in effect, Contractor shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) Days of execution of this Agreement and prior to the commencement of Services, and on renewal of the policy, not less than twenty (20) Days before the expiration of the term of the policy.

11.5.6 If Contractor fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Contractor's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Contractor.

11.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Contractor agrees that, at the option of the District, it will either: (A) arrange for the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

11.5.8 See Master Agreement for additional insurance requirements.

ARTICLE 12
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent construction management consultant. Contractor understands and agrees that Contractor and all of Contractor's employees, Contractor, subconsultants or other subcontractors shall not be considered

officers, employees or agents 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 insurance. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees, agents, Contractor or subconsultants as they relate to the services to be provided under this Agreement. Contractor assumes full responsibility for payment of all federal, state and local taxes, and all contributions, including all employment benefits, unemployment insurance, social security and income taxes for Contractor's employees, Contractor, subconsultants or other subcontractors.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor.

District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the express, written consent of District, which may be withheld by District for any reason or no reason, in District's absolute discretion.

This Agreement shall be governed by the laws of the State of California. Venue for any action or proceeding shall rest in Orange County. In the event of any claim or civil action between District and Contractor to enforce this Agreement, each party will bear its own attorneys' fees.

While it is the intent of the parties that, if the Project continues, they will engage in good faith efforts to negotiate a further, separate and distinct set of agreements for construction of the Project, the District retains sole and complete discretion to cease the Project, suspend the Project, or engage any other person or firm to provide any or all further services related to the Project. Nothing in this Agreement obligates the District to engage the Contractor, or to attempt to negotiate with the Consultantto provide services or work in any further agreements or capacity, whatsoever.

The parties, through their authorized representatives, have executed this Agreement on the day and year first written above.

District
Simi Valley Unified School District

DocuSigned by:
09CA0EB1F690455...
Ron Todo
Associate Superintendent,
Business & Facilities

Contractor
Viola, Inc.

Signed by:
342DA623716548B...
Michael Viola
President / CEO

DS
DM

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Exhibit B

Reimbursable Expenses

Per Master Agreements

Docusign Envelope ID: F981248C-766A-44DA-80BF-182FB0060A61

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Hollow Hills Elementary School Classroom Renovation

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.

Signed by:

Authorized Signature [SimiROC]

President / CEO
Title

Michael Viola
Print Name

8/1/2025
Date

Viola Incorporated
Company

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FINGERPRINT CERTIFICATE

I, Michael Viola (Print Name) [SimiEDU45125-1], am the President / CEO (Title) of Viola Incorporated (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 → A3536 ← **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 Michael T. Viola (City and State) [SimiEDU45125-1b] this 1st day of August, 20 25.

Signed by: [signature] (Signature) 5442DA6337165488...

Michael Viola (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.

Robert Viola

Graciano Arias

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NON-COLLUSION DECLARATION

PROJECT: Hollow Hills Elementary School Classroom Renovation

STATE OF CALIFORNIA

COUNTY OF Ventura

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

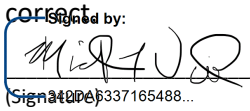
the President / CEO of Viola Incorporated, the party submitting
(Title) (Bidder Name)

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 1st day of August, 20 25 at Ventura, Ventura, California.
(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.

Signed by:

(Signature) Sig...3D...337165488...

Michael Viola
(Name Printed or Typed)

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DRUG-FREE WORKPLACE CERTIFICATION

I, Michael Viola (Print Name) [SimiGOV8350], am the President / CEO (Title) of

Viola Incorporated (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 Ventura, California (City and State) this 1st day of August, 2025.

Signed by:

(Signature) 3422DA837165488...

Michael Viola

(Printed or Typed Name)

Docusign Envelope ID: F981248C-766A-44DA-80BF-182FB0060A61

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Hollow Hills Elementary School Classroom Renovation

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

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

Viola Incorporated ("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: 8/1/2025

Contractor: Viola Incorporated

Signature: Signed by: 342DA6337165488...

Print Name: Michael Viola

Title: President / CEO

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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

Docusign Envelope ID: F981248C-766A-44DA-80BF-182FB0060A61

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: F981248C-766A-44DA-80BF-182FB0060A61

Hollow Hills ES Classroom Renovation Preconstruction Budget

29-Jul-25

Description	Rates
Director of LLB Operations	$ 160.00
Project Manager	$ 150.00
Estimator	$ 150.00
Administrative Assistant	$ 70.00

	Hrs	Rate	Cost
Design Review			
Existing Site Conditions Review/Site Walk/Investigation	8	$ 150.00	$ 1,200.00
Prepare Report / Comments Investigation	4	$ 150.00	$ 600.00
Schematic Estimate	0	$ 160.00	$ -
	0	$ 150.00	$ -
	0	$ 70.00	$ -
Design Development Estimate	0	$ 160.00	$ -
	0	$ 150.00	$ -
	0	$ 70.00	$ -
Construction Document Estimate	0	$ 160.00	$ -
	0	$ 150.00	$ -
	0	$ 70.00	$ -
Constructibility Review	0	$ 160.00	$ -
	0	$ 150.00	$ -
	0	$ 70.00	$ -
Value Engineering	0	$ 160.00	$ -
	0	$ 150.00	$ -
	0	$ 70.00	$ -
BIM & Conflict Avoidance	0	$ 160.00	$ -
	0	$ 150.00	$ -
	0	$ 70.00	$ -
Development of GMP (Bidding, Advertising, Job Walk with Subs)	24	$ 150.00	$ 3,600.00
Vetting Subs Preparing the GMP	24	$ 150.00	$ 3,600.00
Clerical, Misc	20	$ 70.00	$ 1,400.00
Meeting Attendance	0	$ 150.00	$ -
	0	$ 150.00	$ -
	0	$ 70.00	$ -
Total	**80**		**$ 10,400.00**

Not for Distribution
Proprietary Data of Viola, Inc.

Certificate Of Completion

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Status: Completed
Subject: Complete with Docusign: LLB Precon Agreement Viola Hollow Hills CR Renovation
Source Envelope:
Document Pages: 27
Signatures: 7
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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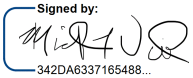
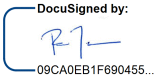
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publicworks@simivalleyusd.org
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Signer Events	Signature	Timestamp
Michael Viola mtv@violainc.com President / CEO Viola Incorporated Security Level: Email, Account Authentication (None)	Signed by:  342DA6337165488... Signature Adoption: Drawn on Device Using IP Address: 104.62.90.49	Sent: 8/1/2025 1:54:43 PM Viewed: 8/1/2025 4:13:21 PM Signed: 8/1/2025 4:20:51 PM
Electronic Record and Signature Disclosure: Accepted: 2/2/2024 3:28:52 PM ID: cde115d9-61ae-4e39-8211-9fb7588d22af		
Debbie Nelson deborah.nelson@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 8/1/2025 4:20:53 PM Viewed: 8/20/2025 10:25:19 AM Signed: 8/20/2025 10:25:29 AM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 10:25:19 AM ID: a167e8e5-3707-4ca8-93c3-0ffe432d3e06		
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: 207.157.143.39	Sent: 8/20/2025 10:25:31 AM Viewed: 8/20/2025 1:09:36 PM Signed: 8/20/2025 1:09:40 PM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 1:09:36 PM ID: f944aa7d-c3b5-431a-875c-b945c3176894		

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	8/1/2025 1:54:43 PM
Certified Delivered	Security Checked	8/20/2025 1:09:36 PM
Signing Complete	Security Checked	8/20/2025 1:09:40 PM
Completed	Security Checked	8/20/2025 1:09:40 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
8/19/25
Date
Signature

TITLE: APPROVAL OF AGREEMENTS NO. B26LS460-A BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ARDALAN CONSTRUCTION COMPANY, INC. FOR THE PRECONSTRUCTION SERVICES FOR CLASSROOM RENOVATAION AT TOWNSHIP ELEMENTARY SCHOOL

Business & Facilities
Consent #14

August 19, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On February 10, 2022, the District advertised for a Request for Qualifications for Preconstruction and Lease Leaseback Services for various lease leaseback projects throughout the district. On May 17, 2022, the Board of Education approved Ardalan Construction Company, Inc. as a firm that was deemed qualified to perform Lease Leaseback services.

The district requested a GMP proposal, for construction services, from Ardalan Construction Company Inc. for the Township ES Classroom Renovation project.

The Lease Leaseback Contractor will be providing constructability reviews, estimating, strategic planning and value engineering for the Township ES Classroom Renovation project. The Preconstruction services will make sure the district's wants and needs are represented, and the project(s) can be effectively built within the budget and time frame.

The Master Construction Agreement is being utilized for assigning projects to Ardalan Construction Company Inc.

Fiscal Analysis

$5,000.00 Preconstruction Services, paid for by Measure X

Recommendation

It is recommended that the Board of Education approve Agreement B26LS460-A with Ardalan Construction Company, Inc., for Preconstruction services, for the Classroom Renovation project, at Township ES.

On motion # 17 by Trustee Smollen, seconded by Trustee Resnick and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement B26LS460-A for Preconstruction services, for the Classroom Renovation project, at Township ES.

Ayes: James Pietrolungo Resnick DuBrau Smollen Noes: 0 Absent: 0 Abstained: 0

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PROJECT AMENDMENT TO
PRE-CONSTRUCTION SERVICES AGREEMENT
B26LS460 - A

To Master Agreement

This Contractor Pre-Construction Services Agreement ("Agreement") is made and entered into effective August 19, 2025, by and between the **Simi Valley Unified School District**, a California school district organized and operating under the laws of the State of California (hereinafter "District") and **Ardalan Construction Company, Inc.**, a licensed California building contractor (hereinafter "Contractor") in relation to the Township Classroom Renovation **("Project").**

RECITALS

WHEREAS, District conducted a best value selection process through a competitive request for sealed proposals to select a contractor to provide both preconstruction services and lease-leaseback construction services pursuant to and in accordance with Education Code section 17406, which resulted in the selection of Contractor as the successful respondent.

WHEREAS, Contractor and District desire to enter into a master lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented, if at all, by a Master Site Lease and Master Sublease with attachments, including a Master Construction Services Agreement ("Lease-Leaseback Agreement").

WHEREAS, Education Code section 17406 allows for Contractor preconstruction services for the Project, as long as the construction work does not begin prior to the approval of the Plans and Specifications for the Project by the Division of the State Architect ("DSA").

WHEREAS, Contractor desires to provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence ofany licensed engineer or architect in the preparation of the Plans and Specifications ("Services" or "Pre-Construction Services") to facilitate, and in preparation for, the successful development and construction of the Project.

WHEREAS, this is not an agreement for design-build services.

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the Services set forth in this Agreement.

WHEREAS, District and Contractor acknowledge and agree that this Preconstruction Agreement shall be incorporated into the Master Construction Services Agreement as Exhibit "L" and that Contractor shall not perform any preconstruction services until such time that the Master Construction Services Agreement is finalized and signed by District and Contractor.

NOW, THEREFORE, the parties agree as follows:

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ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings specified herein unless the context requires otherwise.

"Architect" shall mean the Architect of Record for the design of each of the Measure X Projects, or any successor architect of record approved and appointed by the Board for the design of the Project. The District has contracted with a number of different architectural firms for the Measure X Projects.

"Board" shall mean the Board of Trustees of the Simi Valley Unified School District.

"Construction Budget" shall mean the amount of money that the District has allocated for all construction.

"Construction Cost" shall mean the cost to perform all Work pursuant to the Construction Documents.

"Consultant" includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts with directly or indirectly to perform Project-related services.

"Construction Documents" shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the District's Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

"Contractor" shall mean the licensed Contractor performing the professional services under this Agreement, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

"Day" shall mean a calendar day unless otherwise specifically designated.

"District Representative" shall mean Lori Rubenstein, and any successor appointed by District.

"DSA Laws and Regulations" shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including, without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

"Educational Specifications" shall mean the District's approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

"General Conditions" shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on site and off site costs borne by the Contractor during Construction Phase of the Project.

"GMP" shall mean the Guaranteed Maximum Price" as that term is defined by State law for

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purposes of the Lease Leaseback delivery method of public school construction.

"IOR" shall mean Inspector of Record for the Project.

"Master Project Schedule" shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

"Project" shall mean the pre-construction and construction of the facilities that will comprise the various Measure X Projects at Township Elementary School.

"Project Budget" shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by District during the pre-construction phase and approved by the Board.

"Reimbursable Expenses" shall mean, any item of expense approved by the District as a reimbursable expense in connection with this Agreement and as detailed in Exhibit B.

"Site" shall mean the Township Elementary School campus, located at 4101 Township Ave, Simi Valley, California, 93063.

"Work" shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

ARTICLE 2
PRE-CONSTRUCTION CONTRACTOR BASIC SERVICES AND RESPONSIBILITIES

Contractor represents to the District that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Agreement, (License No. 979126); and (iii) it has expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the District in the performance of its obligations under this Agreement. Contractor agrees to furnish efficientbusiness administration and management services and to perform in an expeditious and economical manner consistent with the interests of the District. Contractor shall provide all services with respect to the Project as set forth in this Agreement and the attached exhibits (the "Services").

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Measure X Projects are submitted to DSA for approval in accordance with the following schedule:

Project	Date of Submittal to DSA
Township ES Classroom Renovation	August 2025 - Tentative

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Unless directed otherwise by the District, the District's Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the District through the Program Manager, including communication with the District's personnel, the Architect, the District's consultants, and any other agencies, organizations, or outside entities.

2.1 BASIC SERVICES. The Basic Services shall include project design review and evaluation, planning for construction mobilization and supervision, construction cost estimating and analysis, project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirementswith the District.

2.1.2 Contractor shall provide a preliminary evaluation of the District's schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the District may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed guaranteed maximum price ("GMP").

2.1.4 Contractor shall perform the Pre-Construction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(i) Contractor shall submit to the Program Manager, at each document review phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.

(3) Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they

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are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work,

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration,

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work, and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work;

(v) Ensure that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California,without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect's and Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. TheMaster Project Schedule must include the following information: detailed work activities properlysequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, andshall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the District. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

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(8) Develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop site logistics and safety plan showing laydown areas, construction traffic flow and construction personnel parking;

(10) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, exercising all due diligence to obtain at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades, and in the event that Contractor is unable, despite the exercise of duediligence, to obtain the minimum number of trade contractor bids required, present to District the record of due diligence which District shall not unreasonably reject as adequate in lieu of obtaining theminimum number of trade contractor bids required;

(11) Develop proposed GMP with full detail, bid results, and notes, including bid alternates and associated pricing.

2.1.5 Further, Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Contractor shall:

(1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project;

(2) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report,

(ii) Design intent and scope questions,

(iii) Programming status,

(iv) Coordination reviews,

(v) Regulatory and agency review updates,

(vi) Progress on any required studies and deliverables,

(vii) Contract administration,

(viii) Budget and value engineering, and

(ix) Schedule status;

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate project progress, (iii) coordinating with Architect and Consultant to ensure

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complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the District's approval of each phase of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project Schedule, and all other Phase Deliverables.

2.2 ADDITIONAL SERVICES

Services in addition to those set forth in this Agreement will require written request or pre-authorization in writing by the District following specific approval of such services by the Board. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Agreement unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs services in addition to those set forth in this Agreement without receiving prior written approval from the Board, Contractor shall not be paid for such services.

2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the District and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Agreement shall be extended and Contractor shall be compensated for this extension as mutually agreed by the parties.

ARTICLE 3
THE DISTRICT'S RESPONSIBILITIES

3.1 The District shall provide all information actually known to District, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the District's objectives, constraints and criteria.

3.2 The District shall designate a District Representative to act on the District's behalf with respect to the Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The District shall furnish tests, inspections and reports as required by law or the Construction Documents.

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3.4 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the District to Contractor. District has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the District actually becomes aware.

3.5 The District reserves all rights regarding the Project and any development, progress or work thereon, including the right to cease any or all work on or related to the Project, the right to perform work related to the Project with the District's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Agreement contains no promise to enter into or negotiate any further agreement, work or engagement with or for District by and between the District and Contractor.

3.6 The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Contractor.

ARTICLE 4
CONSTRUCTION COST

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Agreement, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the District.

4.2 Contractor shall consult with the Architect and the District to suggest reasonable adjustments in the scope of each Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget for each Project.

4.3 Contractor shall provide for the District's review and acceptance, a monthly report showing the status of each Project. With the District's assistance, and in accordance with District procedures, Contractor shall assist, if needed, District with all construction related Board agenda items.

ARTICLE 5
BASIS OF COMPENSATION AND PAYMENT

5.1 COMPENSATION AMOUNT. The Contractor shall perform the Services as set forth in this Agreement for an hourly fee not to exceed $5,000.00 Preconstruction Services, (the "Total Project Fee") which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the Total Project Fee prior to completion of all Services required of Contractor herein, Contractor shall continueto perform all Services required herein through completion for the Total Project Fee received as goodand sufficient consideration of all Services required of Contractor herein.

Reimbursable expenses, other than Approved Charges, as designated in Exhibit "B," are included in the Total Project Fee. Approved Charges, as designated in Exhibit "B," shall be reimbursed by the District as described in this Article 5.

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5.2 METHOD OF PAYMENT. Contractor shall submit for the District's approval a proposed Schedule of Values ("SOV") within 14 days of receipt of executed Agreement, indicating the Contractor's distribution of the Total Project Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the District. The District approval of the SOV shall not be unreasonably withheld.

Contractor shall allocate in the SOV a minimum of 5% of Total Project Fee to the DSAApproval of the Project, and 5% of the Total Project Fee to the completion of bid documents/preparationof the proposed GMP.

5.3 INVOICING FOR SERVICES. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Contractor shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Total Project Fee to be paid for that phase set forth in the SOV forthe Services identified in the invoice.

Contractor shall identify all reimbursable expenses or charges included in the invoice or request for payment as separate from Total Project Fee line items and provide a cumulative total of reimbursable expenses billed to date, current reimbursable amount billed, and remaining amount for reimbursable expenses as provided for in this Agreement. All reimbursable expenses shall be identified using the categories agreed upon by the parties. Requests for reimbursable expenses shall be limited to the categories of charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Agreement. A request for reimbursement of a Reimbursable Direct Charge (General Conditions) is limited to the categories of approved charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the District. Contractor shall use the Invoice Approval Form per attached Exhibit "E".

5.4 TIMING OF PAYMENT. District shall pay Contractor for all undisputed amounts, which are approved by the District pursuant to this Agreement no later than thirty (30) calendar days from the date of receipt by the District of an invoice from Contractor.

ARTICLE 6
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF PRE-CONSTRUCTION CONTRACTOR SERVICES

The District may terminate all or any portion of this Agreement or the Services for cause in the event Contractor fails to promptly and efficiently perform the Services or otherwise fails to comply with the terms of this Agreement. The termination shall be effective if Contractor fails to cure such default within thirty (30) Days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) Days of issuance of the notice and diligently prosecutes such cure to the satisfaction of the District.

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Contractor may give thirty (30) Days written notice to the District of Contractor's intent to terminate this Agreement for the District's failure to perform its duties and responsibilities under this Agreement. If, after the expiration of such thirty (30) Days, the District fails to cure the performance as set forth in Contractor's notice of intent to terminate the Agreement, Contractor may issue a notice of termination. If the actions to be taken to cure the default would reasonably exceed thirty (30) Days and the District commences curing the default within said period of time, and thereafter continuouslycontinues to cure the default, Contractor agrees not to suspend or terminate the Agreement until the District has had a reasonable opportunity to fully cure the default.

The District shall also have the right in its absolute discretion to terminate this Agreement without cause following forty-five (45) Days written notice from the District to Contractor.

6.2 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The District and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the District and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the District agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Agreement nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

6.3 ABANDONMENT OF THE PROJECT

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire work to be performed on the Projectis abandoned, the parties shall each be relieved of the remaining executory obligation of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event the District terminates this Agreement for cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Total Project Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire Services Contractor is required to perform pursuant to thisAgreement.

In the event of termination due to a breach of this Agreement by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the Districtdue to such breach.

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6.5 DELIVERY/OWNERSHIP OF DOCUMENTS

Upon termination, abandonment or suspension, Contractor shall deliver to the District all documents and materials related to the Project. It is agreed that the District is the sole owner of all documents, schedules and materials concerning the Project.

ARTICLE 7
INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save and hold the District, its Board, officers, employees, agents and authorized volunteers (the "Indemnitees") harmless from any and all liability arising out of:

7.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's performance of Services under this Agreement; and

7.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Contractor, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firmor corporation including the Indemnitees, arising out of, or in any way connected with theProject, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.2 To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services by Contractor, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

7.3 Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.4 Contractor's obligation to indemnify as outlined above will be continuing and shall survive the term of this Agreement or any earlier termination of this Agreement.

ARTICLE 8
SUCCESSORS, SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations

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without prior written consent of the district. Any attempted assignment without such consent shall be invalid.

ARTICLE 9
APPLICABLE LAW

The laws of the State of California shall govern this Agreement, however, in the event that the District receives any State funding for the Project from the State Allocation Board, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding from the State Allocation Board (collectively the "Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
PRE-CONSTRUCTION CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent construction management consultant and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 Without in any way affecting the indemnity provided in or by Article 7, before commencement of any Services, Contractor shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2 Minimum Limits of Insurance. Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1 Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury and property damage $4,000,000 annual aggregate.

11.2.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of $1,000,000 limit each accident.

11.2.3 [This Section intentionally omitted]

11.2.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.5 Employer's Liability Insurance in an amount not less than $2,000,000 per accident for bodily injury or disease.

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11. 3 Minimum Scope of Insurance.

11.3.1 Commercial General Liability insurance shall be written on Insurance Services Office Form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.3.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion of the Project to which it applies. The "retro date" must be shown and must be beforethe date of this Agreement.

11.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.4.1 The Commercial General Liability policy shall name District, the Board and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Contractor's insurance and shall not contribute with it.

11.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against the District, the Board and each member thereof, its officers, employees, agents, and volunteers.

11.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days' notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.5.1 Be issued by insurance companies admitted to do business in the State of California, or permitted to do business under the Surplus Line Law of the State of California,

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with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Contractor shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Contractor shall be required to procure insurance from another insurer.

11.5.2 Except for professional liability policies, all insurance required by this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its Board, its directors, officials, officers, employees and agents.

11.5.3 Contractor shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.5.5 At all times while this Agreement remains in effect, Contractor shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within ten (10) Days of execution of this Agreement and prior to the commencement of Services, and on renewal of the policy, not less than twenty (20) Days before the expiration of the term of the policy.

11.5.6 If Contractor fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Contractor's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Contractor.

11.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Contractor agrees that, at the option of the District, it will either: (A) arrange for the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

11.5.8 See Master Agreement for additional insurance requirements.

ARTICLE 12
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent construction management consultant. Contractor understands and agrees that Contractor and all of Contractor's employees, Contractor, subconsultants or other subcontractors shall not be considered

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officers, employees or agents 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 insurance. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees, agents, Contractor or subconsultants as they relate to the services to be provided under this Agreement. Contractor assumes full responsibility for payment of all federal, state and local taxes, and all contributions, including all employment benefits, unemployment insurance, social security and income taxes for Contractor's employees, Contractor, subconsultants or other subcontractors.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor.

District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the express, written consent of District, which may be withheld by District for any reason or no reason, in District's absolute discretion.

This Agreement shall be governed by the laws of the State of California. Venue for any action or proceeding shall rest in Orange County. In the event of any claim or civil action between District and Contractor to enforce this Agreement, each party will bear its own attorneys' fees.

While it is the intent of the parties that, if the Project continues, they will engage in good faith efforts to negotiate a further, separate and distinct set of agreements for construction of the Project, the District retains sole and complete discretion to cease the Project, suspend the Project, or engage any other person or firm to provide any or all further services related to the Project. Nothing in this Agreement obligates the District to engage the Contractor, or to attempt to negotiate with the Consultantto provide services or work in any further agreements or capacity, whatsoever.

The parties, through their authorized representatives, have executed this Agreement on the day and year first written above.

District
Simi Valley Unified School District

DocuSigned by:
09CA0EB1F690455...

Ron Todo
Associate Superintendent,
Business & Facilities

DS

Contractor
Ardalan Construction Company, Inc.

DocuSigned by:
Mozafar Ardalan
857BC27D06C245B...

Mozafar Ardalan
President

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Exhibit B

Reimbursable Expenses

Per Master Agreements

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Mozafar Ardalan [SimiLAB3700] the President of
(Name) (Title)

Ardalan Construction Company, Inc., declare, state and certify that:
(Contractor Name)

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

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

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

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

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Ardalan Construction Company, Inc.
(Contractor Name)

DocuSigned by:
By: Mozafar Ardalan
(Signature)
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Mozafar Ardalan
(Typed or printed name)

Project: **B26LS460-A Township ES Classroom Renovation**

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DRUG-FREE WORKPLACE CERTIFICATION

I, Mozafar Ardalan [SimiGOV8350], am the President of

Ardalan Construction Company, Inc.

(Print Name) (Title) (Contractor Name)

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

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
   B. Establishing a drug-free awareness program to inform employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. Contractor's policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;
   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at Thousand Oaks, CA (City and State) this ____day of _____, 20____.
8/8/2025

DocuSigned by:
Mozafar Ardalan
(Signature) 96C2459...

Mozafar Ardalan
(Printed or Typed Name)

Project: **B26LS460-A Township ES Classroom Renovation**

Docusign Envelope ID: E27F8B25-5EA5-4484-9F21-546163BD7EBA

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: B26LS460-A Township ES Classroom Renovation

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

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

Ardalan Construction Company, 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: 8/8/2025

Contractor: Ardalan Construction Company, Inc.

DocuSigned by:
Signature: Mozafar Ardalan
8578C27D96C2459...

Print Name: Mozafar Ardalan

Title: President

Docusign Envelope ID: E27F8B25-5EA5-4484-9F21-546163BD7EBA

Rules of Conduct

Project: B26LS460-A Township ES Classroom Renovation

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

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

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

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

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

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

6. All contractors and subcontractors:

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

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

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

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

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
9. The use of any tobacco products on the Owner's property is strictly prohibited.

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

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

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

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

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

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

DocuSigned by:
Mozafar Ardalan
Authorized Signature [SimiROC]

President
Title

Mozafar Ardalan
Print Name

8/8/2025
Date

Ardalan Construction Company, Inc.
Company

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SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Mozafar Ardalan (Print Name) [SimiEDU45125-1], am the President (Title) of Ardalan Construction Company, 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 → AD931 ← **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 Thousand Oaks, CA (City and State) [SimiEDU45125-1b] this 8/8/2025 day of _____, 20_____.

DocuSigned by:
Mozafar Ardalan
(Signature) 9E78C87D96C2459...

Mozafar Ardalan
(Handwritten or Typed Name)

Project: **B26LS460-A Township ES Classroom Renovation**

*** * * 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, **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.

Felipe Juarez

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Docusign Envelope ID: E27F8B25-5EA5-4484-9F21-546163BD7EBA

Acknowledgement of District's Workplace Violence Prevention Program

CONTRACTOR:

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

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

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

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

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

Acknowledged By

DocuSigned by:
Mozafar Ardalan
38578C27D96C2459...
Signature [SimiWVPP]

8/8/2025
Date

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ARDALAN CONSTRUCTION COMPANY, INC.

For Fee Only

General Contracting
Construction Management
License # 893121
DIR #1000000782

PROPOSAL

Date: 8/1/25

To: Simi Valley Unified School District

Attn: Ms. Lori Rubenstein

Re: Pre-Construction Services Proposal for Township Elementary School Renovations

Dear Ms. Rubenstein,

This proposal is based on providing miscellaneous pre-construction services including, but not limited to: site review, advertising and the bidding/budgeting process. The work will be performed based on hourly services within a not-to-exceed of five thousand dollars ($5,000).

Please do not hesitate to contact us if there are any questions. Thank you for this opportunity and we look forward to working with you and the district on this project.

Total Proposal Amount: $5,000.00
(Five thousand dollars)

Thank you,

Mozi Ardalan

Mozi Ardalan, President
Ardalan Construction Company, Inc.

8 East Gainsborough Road
Thousand Oaks, CA 91360

Phone: (805) 496-7273
Fax: (805) 496-7310

Certificate Of Completion

Envelope Id: E27F8B25-5EA5-4484-9F21-546163BD7EBA
Status: Completed
Subject: Please DocuSign: Agreement and Documents for LLB Pre-Construction - Township Classroom Renovation
Source Envelope:
Document Pages: 25
Signatures: 8
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Public Works
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
publicworks@simivalleyusd.org
IP Address: 207.157.143.40

Record Tracking

Status: Original
8/8/2025 10:43:58 AM
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publicworks@simivalleyusd.org
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Pool: StateLocal

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

Signer Events	Signature	Timestamp
Mozafar Ardalan mozi@ardalancc.com President Ardalan Construction Company, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Mozafar Ardalan 8578C27D96C2459... Signature Adoption: Pre-selected Style Using IP Address: 47.156.157.109	Sent: 8/8/2025 10:49:20 AM Viewed: 8/8/2025 11:03:27 AM Signed: 8/8/2025 11:05:35 AM
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 11:03:27 AM ID: 62820a2a-43ec-4222-b53b-299f9132bf42		
Debbie Nelson deborah.nelson@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS DN Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 8/8/2025 11:05:38 AM Resent: 8/12/2025 9:21:58 AM Viewed: 8/20/2025 10:23:03 AM Signed: 8/20/2025 10:23:19 AM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 10:23:03 AM ID: ad10fefb-907c-4a1b-9853-bf64eddeded6		
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: 207.157.143.39	Sent: 8/20/2025 10:23:21 AM Viewed: 8/20/2025 1:10:09 PM Signed: 8/20/2025 1:10:15 PM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 1:10:09 PM ID: 68627252-dd27-4298-aa0e-7d95d80fd37d		

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	8/8/2025 10:49:20 AM
Certified Delivered	Security Checked	8/20/2025 1:10:09 PM
Signing Complete	Security Checked	8/20/2025 1:10:15 PM
Completed	Security Checked	8/20/2025 1:10:15 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
8/19/25 (Date) (Signature)

TITLE: APPROVAL OF AGREEMENTS NO. B26LS461-A BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ARDALAN CONSTRUCTION COMPANY, INC. FOR THE PRECONSTRUCTION SERVICES FOR CLASSROOM RENOVATION AT BIG SPRINGS ELEMENTARY SCHOOL

Business & Facilities
Consent #15

August 19, 2025
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On February 10, 2022, the District advertised for a Request for Qualifications for Preconstruction and Lease Leaseback Services for various lease leaseback projects throughout the district. On May 17, 2022, the Board of Education approved Ardalan Construction Company, Inc. as a firm that was deemed qualified to perform Lease Leaseback services.

The district requested a GMP proposal, for construction services, from Ardalan Construction Company Inc. for the Big Springs ES Classroom Renovation project.

The Lease Leaseback Contractor will be providing constructability reviews, estimating, strategic planning and value engineering for the Big Springs ES Classroom Renovation project. The Preconstruction services will make sure the district's wants and needs are represented, and the project(s) can be effectively built within the budget and time frame.

The Master Construction Agreement is being utilized for assigning projects to Ardalan Construction Company Inc.

Fiscal Analysis

$5,000.00 Preconstruction Services, paid for by Measure X

Recommendation

It is recommended that the Board of Education approve Agreement B26LS461-A with Ardalan Construction Company, Inc., for Preconstruction services, for the Classroom Renovation project, at Big Springs ES.

On motion # 17 by Trustee Smollen, seconded by Trustee Resnick and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement B26LS461-A for Preconstruction services, for the Classroom Renovation project, at Big Springs ES.

Ayes: Jamer, Pietrolungo, Resnick, Suboran, Smollen Noes: 0 Absent: 0 Abstained: 0

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PROJECT AMENDMENT TO
PRE-CONSTRUCTION SERVICES AGREEMENT
B26LS461 - A

To Master Agreement

This Contractor Pre-Construction Services Agreement ("Agreement") is made and entered into effective August 19, 2025, by and between the **Simi Valley Unified School District**, a California school district organized and operating under the laws of the State of California (hereinafter "District") and **Ardalan Construction Company, Inc.**, a licensed California building contractor (hereinafter "Contractor") in relation to the Big Springs Classroom Renovation **("Project").**

RECITALS

WHEREAS, District conducted a best value selection process through a competitive request for sealed proposals to select a contractor to provide both preconstruction services and lease-leaseback construction services pursuant to and in accordance with Education Code section 17406, which resulted in the selection of Contractor as the successful respondent.

WHEREAS, Contractor and District desire to enter into a master lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented, if at all, by a Master Site Lease and Master Sublease with attachments, including a Master Construction Services Agreement ("Lease-Leaseback Agreement").

WHEREAS, Education Code section 17406 allows for Contractor preconstruction services for the Project, as long as the construction work does not begin prior to the approval of the Plans and Specifications for the Project by the Division of the State Architect ("DSA").

WHEREAS, Contractor desires to provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence ofany licensed engineer or architect in the preparation of the Plans and Specifications ("Services" or "Pre-Construction Services") to facilitate, and in preparation for, the successful development and construction of the Project.

WHEREAS, this is not an agreement for design-build services.

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the Services set forth in this Agreement.

WHEREAS, District and Contractor acknowledge and agree that this Preconstruction Agreement shall be incorporated into the Master Construction Services Agreement as Exhibit "L" and that Contractor shall not perform any preconstruction services until such time that the Master Construction Services Agreement is finalized and signed by District and Contractor.

NOW, THEREFORE, the parties agree as follows:

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ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings specified herein unless the context requires otherwise.

"Architect" shall mean the Architect of Record for the design of each of the Measure X Projects, or any successor architect of record approved and appointed by the Board for the design of the Project. The District has contracted with a number of different architectural firms for the Measure X Projects.

"Board" shall mean the Board of Trustees of the Simi Valley Unified School District.

"Construction Budget" shall mean the amount of money that the District has allocated for all construction.

"Construction Cost" shall mean the cost to perform all Work pursuant to the Construction Documents.

"Consultant" includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts with directly or indirectly to perform Project-related services.

"Construction Documents" shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the District's Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

"Contractor" shall mean the licensed Contractor performing the professional services under this Agreement, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

"Day" shall mean a calendar day unless otherwise specifically designated.

"District Representative" shall mean Lori Rubenstein, and any successor appointed by District.

"DSA Laws and Regulations" shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including, without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

"Educational Specifications" shall mean the District's approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

"General Conditions" shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on site and off site costs borne by the Contractor during Construction Phase of the Project.

"GMP" shall mean the Guaranteed Maximum Price" as that term is defined by State law for

Docusign Envelope ID: CB98B3CB-C26F-4425-924D-B103A85FB8E1

purposes of the Lease Leaseback delivery method of public school construction.

"IOR" shall mean Inspector of Record for the Project.

"Master Project Schedule" shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

"Project" shall mean the pre-construction and construction of the facilities that will comprise the various Measure X Projects at Big Springs Elementary School.

"Project Budget" shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by District during the pre-construction phase and approved by the Board.

"Reimbursable Expenses" shall mean, any item of expense approved by the District as a reimbursable expense in connection with this Agreement and as detailed in Exhibit B.

"Site" shall mean the Big Springs Elementary School campus, located at 3401 Big Springs Ave, Simi Valley, California, 93063.

"Work" shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

ARTICLE 2
PRE-CONSTRUCTION CONTRACTOR BASIC SERVICES AND RESPONSIBILITIES

Contractor represents to the District that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Agreement, (License No. 979126); and (iii) it has expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the District in the performance of its obligations under this Agreement. Contractor agrees to furnish efficientbusiness administration and management services and to perform in an expeditious and economical manner consistent with the interests of the District. Contractor shall provide all services with respect to the Project as set forth in this Agreement and the attached exhibits (the "Services").

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Measure X Projects are submitted to DSA for approval in accordance with the following schedule:

Project	Date of Submittal to DSA
Big Springs ES Classroom Renovation	August 2025 - Tentative

Docusign Envelope ID: CB98B3CB-C26F-4425-924D-B103A85FB8E1

Unless directed otherwise by the District, the District's Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the District through the Program Manager, including communication with the District's personnel, the Architect, the District's consultants, and any other agencies, organizations, or outside entities.

2.1 BASIC SERVICES. The Basic Services shall include project design review and evaluation, planning for construction mobilization and supervision, construction cost estimating and analysis, project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirementswith the District.

2.1.2 Contractor shall provide a preliminary evaluation of the District's schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the District may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed guaranteed maximum price ("GMP").

2.1.4 Contractor shall perform the Pre-Construction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(i) Contractor shall submit to the Program Manager, at each document review phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.

(3) Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they

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are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work,

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration,

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work, and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work;

(v) Ensure that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California,without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect's and Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. TheMaster Project Schedule must include the following information: detailed work activities properlysequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, andshall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the District. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

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(8) Develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop site logistics and safety plan showing laydown areas, construction traffic flow and construction personnel parking;

(10) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, exercising all due diligence to obtain at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades, and in the event that Contractor is unable, despite the exercise of duediligence, to obtain the minimum number of trade contractor bids required, present to District the record of due diligence which District shall not unreasonably reject as adequate in lieu of obtaining theminimum number of trade contractor bids required;

(11) Develop proposed GMP with full detail, bid results, and notes, including bid alternates and associated pricing.

2.1.5 Further, Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Contractor shall:

(1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project;

(2) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report,

(ii) Design intent and scope questions,

(iii) Programming status,

(iv) Coordination reviews,

(v) Regulatory and agency review updates,

(vi) Progress on any required studies and deliverables,

(vii) Contract administration,

(viii) Budget and value engineering, and

(ix) Schedule status;

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate project progress, (iii) coordinating with Architect and Consultant to ensure

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complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the District's approval of each phase of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project Schedule, and all other Phase Deliverables.

2.2 ADDITIONAL SERVICES

Services in addition to those set forth in this Agreement will require written request or pre-authorization in writing by the District following specific approval of such services by the Board. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Agreement unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs services in addition to those set forth in this Agreement without receiving prior written approval from the Board, Contractor shall not be paid for such services.

2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the District and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Agreement shall be extended and Contractor shall be compensated for this extension as mutually agreed by the parties.

ARTICLE 3
THE DISTRICT'S RESPONSIBILITIES

3.1 The District shall provide all information actually known to District, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the District's objectives, constraints and criteria.

3.2 The District shall designate a District Representative to act on the District's behalf with respect to the Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The District shall furnish tests, inspections and reports as required by law or the Construction Documents.

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3.4 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the District to Contractor. District has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the District actually becomes aware.

3.5 The District reserves all rights regarding the Project and any development, progress or work thereon, including the right to cease any or all work on or related to the Project, the right to perform work related to the Project with the District's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Agreement contains no promise to enter into or negotiate any further agreement, work or engagement with or for District by and between the District and Contractor.

3.6 The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Contractor.

ARTICLE 4
CONSTRUCTION COST

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Agreement, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the District.

4.2 Contractor shall consult with the Architect and the District to suggest reasonable adjustments in the scope of each Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget for each Project.

4.3 Contractor shall provide for the District's review and acceptance, a monthly report showing the status of each Project. With the District's assistance, and in accordance with District procedures, Contractor shall assist, if needed, District with all construction related Board agenda items.

ARTICLE 5
BASIS OF COMPENSATION AND PAYMENT

5.1 COMPENSATION AMOUNT. The Contractor shall perform the Services as set forth in this Agreement for a fee not to exceed $5,000.00 Preconstruction Services, (the "Total Project Fee") which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the Total Project Fee prior to completion of all Services required of Contractor herein, Contractor shall continueto perform all Services required herein through completion for the Total Project Fee received as goodand sufficient consideration of all Services required of Contractor herein.

Reimbursable expenses, other than Approved Charges, as designated in Exhibit "B," are included in the Total Project Fee. Approved Charges, as designated in Exhibit "B," shall be reimbursed by the District as described in this Article 5.

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5.2 METHOD OF PAYMENT. Contractor shall submit for the District's approval a proposed Schedule of Values ("SOV") within 14 days of receipt of executed Agreement, indicating the Contractor's distribution of the Total Project Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the District. The District approval of the SOV shall not be unreasonably withheld.

Contractor shall allocate in the SOV a minimum of 5% of Total Project Fee to the DSAApproval of the Project, and 5% of the Total Project Fee to the completion of bid documents/preparationof the proposed GMP.

5.3 INVOICING FOR SERVICES. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Contractor shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Total Project Fee to be paid for that phase set forth in the SOV forthe Services identified in the invoice.

Contractor shall identify all reimbursable expenses or charges included in the invoice or request for payment as separate from Total Project Fee line items and provide a cumulative total of reimbursable expenses billed to date, current reimbursable amount billed, and remaining amount for reimbursable expenses as provided for in this Agreement. All reimbursable expenses shall be identified using the categories agreed upon by the parties. Requests for reimbursable expenses shall be limited to the categories of charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Agreement. A request for reimbursement of a Reimbursable Direct Charge (General Conditions) is limited to the categories of approved charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the District. Contractor shall use the Invoice Approval Form per attached Exhibit "E".

5.4 TIMING OF PAYMENT. District shall pay Contractor for all undisputed amounts, which are approved by the District pursuant to this Agreement no later than thirty (30) calendar days from the date of receipt by the District of an invoice from Contractor.

ARTICLE 6
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF PRE-CONSTRUCTION CONTRACTOR SERVICES

The District may terminate all or any portion of this Agreement or the Services for cause in the event Contractor fails to promptly and efficiently perform the Services or otherwise fails to comply with the terms of this Agreement. The termination shall be effective if Contractor fails to cure such default within thirty (30) Days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) Days of issuance of the notice and diligently prosecutes such cure to the satisfaction of the District.

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Contractor may give thirty (30) Days written notice to the District of Contractor's intent to terminate this Agreement for the District's failure to perform its duties and responsibilities under this Agreement. If, after the expiration of such thirty (30) Days, the District fails to cure the performance as set forth in Contractor's notice of intent to terminate the Agreement, Contractor may issue a notice of termination. If the actions to be taken to cure the default would reasonably exceed thirty (30) Days and the District commences curing the default within said period of time, and thereafter continuouslycontinues to cure the default, Contractor agrees not to suspend or terminate the Agreement until the District has had a reasonable opportunity to fully cure the default.

The District shall also have the right in its absolute discretion to terminate this Agreement without cause following forty-five (45) Days written notice from the District to Contractor.

6.2 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The District and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the District and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the District agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Agreement nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

6.3 ABANDONMENT OF THE PROJECT

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire work to be performed on the Projectis abandoned, the parties shall each be relieved of the remaining executory obligation of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event the District terminates this Agreement for cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Total Project Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire Services Contractor is required to perform pursuant to thisAgreement.

In the event of termination due to a breach of this Agreement by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the Districtdue to such breach.

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6.5 DELIVERY/OWNERSHIP OF DOCUMENTS

Upon termination, abandonment or suspension, Contractor shall deliver to the District all documents and materials related to the Project. It is agreed that the District is the sole owner of all documents, schedules and materials concerning the Project.

ARTICLE 7
INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save and hold the District, its Board, officers, employees, agents and authorized volunteers (the "Indemnitees") harmless from any and all liability arising out of:

7.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's performance of Services under this Agreement; and

7.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Contractor, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firmor corporation including the Indemnitees, arising out of, or in any way connected with theProject, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.2 To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services by Contractor, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

7.3 Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.4 Contractor's obligation to indemnify as outlined above will be continuing and shall survive the term of this Agreement or any earlier termination of this Agreement.

ARTICLE 8
SUCCESSORS, SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations

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without prior written consent of the district. Any attempted assignment without such consent shall be invalid.

ARTICLE 9
APPLICABLE LAW

The laws of the State of California shall govern this Agreement, however, in the event that the District receives any State funding for the Project from the State Allocation Board, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding from the State Allocation Board (collectively the "Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10
PRE-CONSTRUCTION CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent construction management consultant and not an officer or employee of the District.

ARTICLE 11
INSURANCE

11.1 Without in any way affecting the indemnity provided in or by Article 7, before commencement of any Services, Contractor shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2 Minimum Limits of Insurance. Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1 Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury and property damage $4,000,000 annual aggregate.

11.2.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of $1,000,000 limit each accident.

11.2.3 [This Section intentionally omitted]

11.2.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.5 Employer's Liability Insurance in an amount not less than $2,000,000 per accident for bodily injury or disease.

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11. 3 Minimum Scope of Insurance.

11.3.1 Commercial General Liability insurance shall be written on Insurance Services Office Form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.3.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion of the Project to which it applies. The "retro date" must be shown and must be beforethe date of this Agreement.

11.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.4.1 The Commercial General Liability policy shall name District, the Board and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Contractor's insurance and shall not contribute with it.

11.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against the District, the Board and each member thereof, its officers, employees, agents, and volunteers.

11.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days' notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.5.1 Be issued by insurance companies admitted to do business in the State of California, or permitted to do business under the Surplus Line Law of the State of California,

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with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Contractor shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Contractor shall be required to procure insurance from another insurer.

11.5.2 Except for professional liability policies, all insurance required by this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its Board, its directors, officials, officers, employees and agents.

11.5.3 Contractor shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.5.5 At all times while this Agreement remains in effect, Contractor shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within ten (10) Days of execution of this Agreement and prior to the commencement of Services, and on renewal of the policy, not less than twenty (20) Days before the expiration of the term of the policy.

11.5.6 If Contractor fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Contractor's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Contractor.

11.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Contractor agrees that, at the option of the District, it will either: (A) arrange for the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

11.5.8 See Master Agreement for additional insurance requirements.

ARTICLE 12
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent construction management consultant. Contractor understands and agrees that Contractor and all of Contractor's employees, Contractor, subconsultants or other subcontractors shall not be considered

officers, employees or agents 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 insurance. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees, agents, Contractor or subconsultants as they relate to the services to be provided under this Agreement. Contractor assumes full responsibility for payment of all federal, state and local taxes, and all contributions, including all employment benefits, unemployment insurance, social security and income taxes for Contractor's employees, Contractor, subconsultants or other subcontractors.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor.

District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the express, written consent of District, which may be withheld by District for any reason or no reason, in District's absolute discretion.

This Agreement shall be governed by the laws of the State of California. Venue for any action or proceeding shall rest in Orange County. In the event of any claim or civil action between District and Contractor to enforce this Agreement, each party will bear its own attorneys' fees.

While it is the intent of the parties that, if the Project continues, they will engage in good faith efforts to negotiate a further, separate and distinct set of agreements for construction of the Project, the District retains sole and complete discretion to cease the Project, suspend the Project, or engage any other person or firm to provide any or all further services related to the Project. Nothing in this Agreement obligates the District to engage the Contractor, or to attempt to negotiate with the Consultantto provide services or work in any further agreements or capacity, whatsoever.

The parties, through their authorized representatives, have executed this Agreement on the day and year first written above.

District
Simi Valley Unified School District

DocuSigned by:
0[illegible]F690455...

Ron Todo
Associate Superintendent,
Business & Facilities

Contractor
Ardalan Construction Company, Inc.

DocuSigned by:
Mozafar Ardalan
85[illegible]

Mozafar Ardalan
President

DS
DM

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Exhibit B

Reimbursable Expenses

Per Master Agreements

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Mozafar Ardalan [SimiLAB3700] the President of
(Name) (Title)

Ardalan Construction Company, Inc., declare, state and certify that:
(Contractor Name)

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

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

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

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

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Ardalan Construction Company, Inc.
(Contractor Name)

DocuSigned by:
By: Mozafar Ardalan
(Signature)
85F8C27D98C2459...

Mozafar Ardalan
(Typed or printed name)

Project: **B26LS461 - A Big Springs ES Classroom Renovation**

Docusign Envelope ID: CB98B3CB-C26F-4425-924D-B103A85FB8E1

DRUG-FREE WORKPLACE CERTIFICATION

I, Mozafar Ardalan [SimiGOV8350], am the President of

Ardalan Construction Company, Inc.

(Print Name) (Title) (Contractor Name)

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

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
   B. Establishing a drug-free awareness program to inform employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. Contractor's policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;
   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at Thousand Oaks, CA (City and State) this ____day of _____, 20____. 8/8/2025

DocuSigned by:
Mozafar Ardalan
(Signature) 6C2459...

Mozafar Ardalan
(Printed or Typed Name)

Project: **B26LS461 - A Big Springs ES Classroom Renovation**

Docusign Envelope ID: CB98B3CB-C26F-4425-924D-B103A85FB8E1

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: B26LS461 - A Big Springs ES Classroom Renovation

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

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

Ardalan Construction Company, 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: 8/8/2025

Contractor: Ardalan Construction Company, Inc.

Signature: DocuSigned by: Mozafar Ardalan
8578C2FD96C2459...

Print Name: Mozafar Ardalan

Title: President

Docusign Envelope ID: CB98B3CB-C26F-4425-924D-B103A85FB8E1

Rules of Conduct

Project: B26LS461 - A Big Springs ES Classroom Renovation

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

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

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

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

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

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

6. All contractors and subcontractors:

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

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

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

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

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
9. The use of any tobacco products on the Owner's property is strictly prohibited.

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

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

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

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

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

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

DocuSigned by:
Mozafar Ardalan
Authorized Signature [SimiROC]

President
Title

Mozafar Ardalan
Print Name

8/8/2025
Date

Ardalan Construction Company, Inc.
Company

Docusign Envelope ID: CB98B3CB-C26F-4425-924D-B103A85FB8E1

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Mozafar Ardalan (Print Name) [SimiEDU45125-1], am the President (Title) of Ardalan Construction Company, 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 → AD931 ← **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 Thousand Oaks, CA (City and State) [SimiEDU45125-1b] this 8/8/2025 day of _____, 20_____.

DocuSigned by:
Mozafar Ardalan
(Signature)
8578C27D96C2459...

Mozafar Ardalan
(Handwritten or Typed Name)

Project: **B26LS461 - A Big Springs ES Classroom Renovation**

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

Docusign Envelope ID: CB98B3CB-C26F-4425-924D-B103A85FB8E1

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.

Victor Castro

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Docusign Envelope ID: CB98B3CB-C26F-4425-924D-B103A85FB8E1

Acknowledgement of District's Workplace Violence Prevention Program

CONTRACTOR:

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

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

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

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

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

Acknowledged By

DocuSigned by:
Mozafar Ardalan
38578C27D96C2459...
Signature [SimiWVPP]

8/8/2025
Date

Docusign Envelope ID: CB98B3CB-C26F-4425-924D-B103A85FB8E1

ARDALAN CONSTRUCTION COMPANY, INC.

For Fee Only

General Contracting
Construction Management
License # 893121
DIR #1000000782

PROPOSAL

Date: 8/1/25

To: Simi Valley Unified School District

Attn: Ms. Lori Rubenstein

Re: Pre-Construction Services Proposal for Big Springs Elementary School Renovation

Dear Ms. Rubenstein,

This proposal is based on providing pre-construction services including, but not limited to: site review, advertising and the bidding/budgeting process. The work will be performed based on hourly services within a not to exceed of five thousand dollars ($5,000).

Please do not hesitate to contact us if there are any questions. Thank you for this opportunity and we look forward to working with you and the district on this project.

Total Proposal Amount: $5,000.00
(Five thousand dollars)

Thank you,

Mozi Ardalan

Mozi Ardalan, President
Ardalan Construction Company, Inc.

8 East Gainsborough Road
Thousand Oaks, CA 91360

Phone: (805) 496-7273
Fax: (805) 496-7310

Certificate Of Completion

Envelope Id: CB98B3CB-C26F-4425-924D-B103A85FB8E1
Status: Completed
Subject: Please DocuSign: Agreement and Documents for LLB Pre-Construction - Big Springs ES CR Renovation
Source Envelope:
Document Pages: 25
Signatures: 8
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

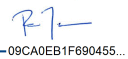
Envelope Originator:
Public Works
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
publicworks@simivalleyusd.org
IP Address: 207.157.143.40

Record Tracking

Status: Original
8/8/2025 10:07:22 AM
Holder: Public Works
publicworks@simivalleyusd.org
Location: DocuSign

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Pool: StateLocal

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Pool: Simi Valley Unified School District
Location: Docusign

Signer Events	Signature	Timestamp
Mozafar Ardalan mozi@ardalancc.com President Ardalan Construction Company, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Mozafar Ardalan 8578C27D96C2459... Signature Adoption: Pre-selected Style Using IP Address: 47.156.157.109	Sent: 8/8/2025 10:13:11 AM Viewed: 8/8/2025 10:32:12 AM Signed: 8/8/2025 10:56:39 AM
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 10:32:12 AM ID: 7b380e60-b9ed-4e62-a0c0-f90db82ea932		
Debbie Nelson deborah.nelson@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS DN Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 8/8/2025 10:56:42 AM Viewed: 8/20/2025 10:21:09 AM Signed: 8/20/2025 10:21:30 AM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 10:21:09 AM ID: 932a5fbf-4a0e-44ab-98a2-a087e6209129		
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: 207.157.143.39	Sent: 8/20/2025 10:21:32 AM Viewed: 8/20/2025 1:10:45 PM Signed: 8/20/2025 1:10:51 PM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 1:10:45 PM ID: 903553d8-4457-42cf-81f9-fa19e3116d8c		

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	8/8/2025 10:13:11 AM
Certified Delivered	Security Checked	8/20/2025 1:10:45 PM
Signing Complete	Security Checked	8/20/2025 1:10:51 PM
Completed	Security Checked	8/20/2025 1:10:51 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
8/19/25 HY
Date Signature

TITLE: APPROVAL OF AGREEMENT NO. R26-00208 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION SERVICES FOR THE CLASSROOM RENOVATION PROJECT AT BIG SPRINGS ELEMENTARY SCHOOL

Business & Facilities
Consent #23

August 19, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The district requires inspection services on an as-needed basis at the classroom renovation project at Big Springs Elementary School.

These inspection services can be provided by the firm of Stephen Payte, Non - DSA Inspections, Inc, commencing in August 2025.

Fiscal Analysis

$28,200.00 Hourly -Not -To - Exceed, Funded by Measure X

Actual cost will be based on actual inspection services performed.

Recommendation

It is recommended that the Board of Education approve Agreement No. R26-00208 for Inspection Services for the Big Springs Elementary School Classroom Renovation Project.

On motion # 17 by Trustee Smollen, seconded by Trustee Resnick and carried by a vote of 5/0, the Board of Education, by a roll-call-vote, approved Agreement No. R26-00208 for Inspection Services for the Big Springs Elementary School Classroom Renovation Project.

Ayes: Jamer Pietrolungo Resnick Dubray Smollen Noes: 0 Absent: 0 Abstained: 0

Docusign Envelope ID: 7C04C7C5-4AC9-4060-A94F-C883A0817643

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447
Inspection Services for the Classroom Renovation project at Big Springs Elementary School, Requisition R26-00208

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **August 19, 2025.**

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Project Inspector Services to be completed by the Inspector Firm for the Assigned Project.

NOW THEREFORE, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision for a Project Inspector for the Classroom Renovation at Big Springs Elementary School.**

2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:

   _____.

3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated August 7, 2025 and identified on attached Attachment 2, for Fee Amount Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of $100.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Attachment 1.

4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Twenty-Eight Thousand, Two Hundred Dollars ($28,200.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, expect as provided in Paragraph 5 of this PAA.

5. Term of PAA. The District has established completion estimated at September 2026 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of August 2025, for Preconstruction Services. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract

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Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Remaining Construction Time.

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

IN WITNESS HEREOF, the District and Inspector Firm have executed this PAA as of the date set forth above.

"District" **SIMI VALLEY UNIFIED SCHOOL DISTRICT**	**"Project Inspector"** **Stephen Payte DSA Inspections, Inc.**
By: DocuSigned by: 09CA0EB1F69046B...	By: Signed by: 2F4CE44A...
Ron Todo	Stephen K. Payte
Title: Associate Superintendent, Business & Facilities	Title: Vice President

DS

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ATTACHMENT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R26-00208 FOR PROJECT INSPECTOR SERVICES

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment. Starting August 2025	6129	Straight Time Mondays-Fridays (up to 8 hours per work day)	$100.00
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	$123.00
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	$164.00
N/A		Straight Time Mondays-Fridays (up to 8 hours per work day)	
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	
N/A		Straight Time Mondays-Fridays (8 hour work day)	
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Stephen K. Payte [SimiLAB3700] the President of
(Name) (Title)

Stephen Payte DSA Inspections, Inc, , declare, state and certify that:
(Contractor Name)

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

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

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

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

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Stephen Payte DSA Inspections, Inc,
(Contractor Name)

Signed by:
By: Stephen K. Payte
(Signature)
2F4CE44A1BBA4B3...

Stephen K. Payte
(Typed or printed name)

Project: **R26-00208 Big Springs ES Classroom Renovation B26LS461**

Docusign Envelope ID: 7C04C7C5-4AC9-4060-A94F-C883A0817643

DRUG-FREE WORKPLACE CERTIFICATION

I, Stephen K. Payte (Print Name) [SimiGOV8350], am the President (Title) of Stephen Payte DSA Inspections, 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 Glendora, Ca (City and State) this ____day of _____, 20____. 8/8/2025

Signed by:
Stephen K. Payte
(Signature) 2A0E...A1BBA4B3...

Stephen K. Payte
(Printed or Typed Name)

Project: **R26-00208 Big Springs ES Classroom Renovation B26LS461**

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TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: R26-00208 Big Springs ES Classroom Renovation B26LS461

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

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

Stephen Payte DSA Inspections, 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: 8/8/2025

Contractor: Stephen Payte DSA Inspections, Inc,

Signature: Signed by: Stephen K. Payte 2E4CE44A1BBA4B3...

Print Name: Stephen K. Payte

Title: President

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Rules of Conduct

Project: R26-00208 Big Springs ES Classroom Renovation B26LS461

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

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

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

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

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

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

6. All contractors and subcontractors:

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

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

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

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

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
9. The use of any tobacco products on the Owner's property is strictly prohibited.

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

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

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

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

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

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

Signed by:

Stephen K. Payte — President

Authorized Signature [SimiROC] — Title

2F4CE44A1BB... (Docusign)

Stephen K. Payte — 8/8/2025

Print Name — Date

Stephen Payte DSA Inspections, Inc,

Company

Docusign Envelope ID: 7C04C7C5-4AC9-4060-A94F-C883A0817643

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Stephen K. Payte (Print Name) [SimiEDU45125-1], am the President (Title) of Stephen Payte DSA Inspections, 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 → AG100 ← **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 Glendora, Ca (City and State) [SimiEDU45125-1b] this 8/8/2025 day of _____, 20_____.

Signed by: Stephen K. Payte (Signature) 2F4CE44A1BBA4B3...

Stephen K. Payte (Handwritten or Typed Name)

Project: **R26-00208 Big Springs ES Classroom Renovation B26LS461**

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

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

Richard Duncan McKay

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Docusign Envelope ID: 7C04C7C5-4AC9-4060-A94F-C883A0817643

Acknowledgement of District's Workplace Violence Prevention Program

CONTRACTOR:

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

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

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

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

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

Acknowledged By

Signed by:
Stephen K. Payte
32F4CE44A1BBA4B3...

Signature [SimiWVPP]

8/8/2025

Date

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Attachment 2 - For Fee Amount Only

Proposal for Inspection Services

August 7, 2025

Simi Valley Unified School District
101 W. Cochran
Simi Valley, Ca 93065

Re: DSA Project Inspection Services for Big Springs ES - Beautification Project

We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations. Our proposal is for one (1) DSA Class 1 Inspector (Duncan McKay), at a rate of $100.00 per hour. Estimated inspection services are as described below:

- (10) hours for pre-construction services
- (25) Hours for ADA evaluation prior to DSA submittal
- (4) Hours of inspection services per week from 12/15/25 through 5/31/26
- (10) Hours of inspection services per week from 6/1/26 through 8/31/26

Total cost for services not to exceed **$28,200.00**

Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half and Sunday will be charged at double time.

As always, we appreciate the continued opportunity to work with your District.

Sincerely,

Stephen K. Payte
President
Stephen Payte DSA Inspections, Inc.

Certificate Of Completion

Envelope Id: 7C04C7C5-4AC9-4060-A94F-C883A0817643
Status: Completed
Subject: Please DocuSign: Stephen Payte Inspections R26-00208 - Big Springs ES Classroom Renovation
Source Envelope:
Document Pages: 12
Signatures: 8
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

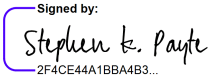
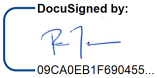
Envelope Originator:
Public Works
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
publicworks@simivalleyusd.org
IP Address: 207.157.143.40

Record Tracking

Status: Original
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Pool: StateLocal

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

Signer Events	Signature	Timestamp
Stephen K. Payte stephen@dsainspections.com President Stephen Payte DSA Inspections, Inc, Security Level: Email, Account Authentication (None)	Signed by:  2F4CE44A1BBA4B3... Signature Adoption: Pre-selected Style Using IP Address: 172.251.81.163	Sent: 8/8/2025 11:27:32 AM Viewed: 8/8/2025 1:11:52 PM Signed: 8/8/2025 1:12:53 PM
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 1:11:52 PM ID: aab9733a-17e5-4bbb-bdca-bfc70295a72a		
Debbie Nelson deborah.nelson@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 8/8/2025 1:12:55 PM Viewed: 8/20/2025 10:26:12 AM Signed: 8/20/2025 10:26:29 AM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 10:26:12 AM ID: 0217e243-2711-4c08-8e0b-2697fa91719d		
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: 207.157.143.39	Sent: 8/20/2025 10:26:30 AM Viewed: 8/20/2025 1:09:08 PM Signed: 8/20/2025 1:09:11 PM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 1:09:08 PM ID: 0af9d957-f4f6-48f5-be76-3e8a10ea09b7		

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	8/8/2025 11:27:32 AM
Certified Delivered	Security Checked	8/20/2025 1:09:08 PM
Signing Complete	Security Checked	8/20/2025 1:09:11 PM
Completed	Security Checked	8/20/2025 1:09:11 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
8/19/25 HY
Date Signature

TITLE: APPROVAL OF AGREEMENT NO. R26-00736 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION SERVICES FOR THE CLASSROOM RENOVATION PROJECT AT HOLLOW HILLS ELEMENTARY SCHOOL

Business & Facilities
Consent #24

August 19, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The district requires inspection services on an as-needed basis at the classroom renovation project at Hollow Hills Elementary School.

These inspection services can be provided by the firm of Stephen Payte, Non - DSA Inspections, Inc, commencing in August 2025.

Fiscal Analysis

$28,200.00 Hourly -Not -To - Exceed, Funded by Measure X

Actual cost will be based on actual inspection services performed.

Recommendation

It is recommended that the Board of Education approve Agreement No. R26-00736 for Inspection Services for the Hollow Hills Elementary School Classroom Renovation Project.

On motion # 17 by Trustee Smollen, seconded by Trustee Resnick and carried by a vote of 5/0, the Board of Education, by a roll-call-vote, approved Agreement No. R26-00736 for Inspection Services for the Hollow Hills Elementary School Classroom Renovation Project.

Ayes: James Pittalwala Resnick Tobias Smollen Noes: 0 Absent: 0 Abstained: 0

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PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447
Inspection Services for the Classroom Renovation project at Hollow Hills Elementary School, Requisition R26-00736

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **August 19, 2025.**

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Project Inspector Services to be completed by the Inspector Firm for the Assigned Project.

NOW THEREFORE, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision for a Project Inspector for the Classroom Renovation at Hollow Hills Elementary School.**

2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:

   _____.

3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated August 7, 2025 and identified on attached Attachment 2, for Fee Amount Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of $100.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Attachment 1.

4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Twenty-Eight Thousand, Two Hundred Dollars ($28,200.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, expect as provided in Paragraph 5 of this PAA.

5. Term of PAA. The District has established completion estimated at September 2026 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of August 2025, for Preconstruction Services. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract

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Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Remaining Construction Time.

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

IN WITNESS HEREOF, the District and Inspector Firm have executed this PAA as of the date set forth above.

"District" **SIMI VALLEY UNIFIED SCHOOL DISTRICT**	**"Project Inspector"** **Stephen Payte DSA Inspections, Inc.**
By: DocuSigned by: 09CA0EB1F690480...	By: Signed by: 2F4CE44A1B8A4B3...
Ron Todo	Stephen K. Payte
Title: Associate Superintendent, Business & Facilities	Title: Vice President

DS

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ATTACHMENT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R26-00736 FOR PROJECT INSPECTOR SERVICES

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment. Starting August 2025	6129	Straight Time Mondays-Fridays (up to 8 hours per work day)	$100.00
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	$123.00
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	$164.00
N/A		Straight Time Mondays-Fridays (up to 8 hours per work day)	
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	
N/A		Straight Time Mondays-Fridays (8 hour work day)	
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Stephen K. Payte [SimiLAB3700] the President of
(Name) (Title)

Stephen Payte DSA Inspections, Inc, , declare, state and certify that:
(Contractor Name)

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

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

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

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

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Stephen Payte DSA Inspections, Inc,
(Contractor Name)

Signed by:
By: Stephen K. Payte
(Signature)
2F4CE44A1BBA4B3...

Stephen K. Payte
(Typed or printed name)

Project: **R26-00736 Hollow Hills ES Classroom Renovation B26LS459**

Docusign Envelope ID: 9F153996-AAFF-48B6-BF12-2736A346B241

DRUG-FREE WORKPLACE CERTIFICATION

I, Stephen K. Payte (Print Name) [SimiGOV8350], am the President (Title) of

Stephen Payte DSA Inspections, 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 Glendora, Ca (City and State) this ____day of _____, 20____. 8/8/2025

Signed by:

Stephen K. Payte (Signature)

2F3E24A7BBA4B3...

Stephen K. Payte

(Printed or Typed Name)

Project: **R26-00736 Hollow Hills ES Classroom Renovation B26LS459**

Docusign Envelope ID: 9F153996-AAFF-48B6-BF12-2736A346B241

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: R26-00736 Hollow Hills ES Classroom Renovation B26LS459

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

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

Stephen Payte DSA Inspections, 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: 8/8/2025

Contractor: Stephen Payte DSA Inspections, Inc,
Signed by:

Signature: Stephen K. Payte
2E4CE44A1BBA4B3...

Print Name: Stephen K. Payte

Title: President

Docusign Envelope ID: 9F153996-AAFF-48B6-BF12-2736A346B241

Rules of Conduct

Project: R26-00736 Hollow Hills ES Classroom Renovation B26LS459

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

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

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

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

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

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

6. All contractors and subcontractors:

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

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

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

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

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
9. The use of any tobacco products on the Owner's property is strictly prohibited.

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

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

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

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

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

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

Signed by:
Stephen K. Payte
2F40E4A4BBB4B3...
Authorized Signature [SimiROC]

President
Title

Stephen K. Payte
Print Name

8/8/2025
Date

Stephen Payte DSA Inspections, Inc,
Company

Docusign Envelope ID: 9F153996-AAFF-48B6-BF12-2736A346B241

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Stephen K. Payte (Print Name) [SimiEDU45125-1], am the President (Title) of Stephen Payte DSA Inspections, 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 → AG100 ← **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 Glendora, Ca (City and State) [SimiEDU45125-1b] this 8/8/2025 day of _____, 20_____.

Signed by: Stephen K. Payte (Signature) 2F4CE44A1BBA4B3...

Stephen K. Payte (Handwritten or Typed Name)

Project: **R26-00736 Hollow Hills ES Classroom Renovation B26LS459**

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

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

Richard Duncan McKay

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Docusign Envelope ID: 9F153996-AAFF-48B6-BF12-2736A346B241

Acknowledgement of District's Workplace Violence Prevention Program

CONTRACTOR:

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

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

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

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

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

Acknowledged By

Signed by:
Stephen K. Payte
32F4CE44A1BBA4B3...

Signature [SimiWVPP]

8/8/2025

Date

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Attachment 2 - For Fee Amount Only

Proposal for Inspection Services

August 7, 2025

Simi Valley Unified School District
101 W. Cochran
Simi Valley, Ca 93065

Re: DSA Project Inspection Services for Hollow Hills ES - Beautification Project

We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations. Our proposal is for one (1) DSA Class 1 Inspector (Duncan McKay), at a rate of $100.00 per hour. Estimated inspection services are as described below:

- (10) hours for pre-construction services
- (25) Hours for ADA evaluation prior to DSA submittal
- (4) Hours of inspection services per week from 12/15/25 through 5/31/26
- (10) Hours of inspection services per week from 6/1/26 through 8/31/26

Total cost for services not to exceed **$28,200.00**

Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half and Sunday will be charged at double time.

As always, we appreciate the continued opportunity to work with your District.

Sincerely,

Stephen K. Payte
President
Stephen Payte DSA Inspections, Inc.

Certificate Of Completion

Envelope Id: 9F153996-AAFF-48B6-BF12-2736A346B241
Status: Completed
Subject: Please DocuSign: Stephen Payte Inspections R26-00736 - Hollow Hills Classroom Renovation
Source Envelope:
Document Pages: 12
Signatures: 8
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

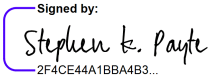
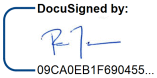
Envelope Originator:
Public Works
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
publicworks@simivalleyusd.org
IP Address: 207.157.143.40

Record Tracking

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publicworks@simivalleyusd.org
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Pool: StateLocal

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Location: Docusign

Signer Events	Signature	Timestamp
Stephen K. Payte stephen@dsainspections.com President Stephen Payte DSA Inspections, Inc, Security Level: Email, Account Authentication (None)	Signed by:  2F4CE44A1BBA4B3... Signature Adoption: Pre-selected Style Using IP Address: 172.251.81.163	Sent: 8/8/2025 11:44:42 AM Viewed: 8/8/2025 1:10:25 PM Signed: 8/8/2025 1:11:31 PM
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 1:10:25 PM ID: 443c18a2-1d11-40c4-bcf7-1a0996575707		
Debbie Nelson deborah.nelson@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 8/8/2025 1:11:32 PM Viewed: 8/20/2025 10:26:54 AM Signed: 8/20/2025 10:27:05 AM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 10:26:54 AM ID: f00a9f5e-e815-4de1-9f02-d79d10df2fa3		
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: 207.157.143.39	Sent: 8/20/2025 10:27:07 AM Viewed: 8/20/2025 1:08:36 PM Signed: 8/20/2025 1:08:42 PM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 1:08:36 PM ID: 1d9c45ed-b41b-4398-89de-5b325ec8c18d		

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	8/8/2025 11:44:42 AM
Certified Delivered	Security Checked	8/20/2025 1:08:36 PM
Signing Complete	Security Checked	8/20/2025 1:08:42 PM
Completed	Security Checked	8/20/2025 1:08:42 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
8/19/25 HY
Date Signature

TITLE: APPROVAL OF AGREEMENT NO. R26-00737 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION SERVICES FOR THE CLASSROOM RENOVATION PROJECT AT TOWNSHIP ELEMENTARY SCHOOL

Business & Facilities
Consent #25

August 19, 2025

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The district requires inspection services on an as-needed basis at the classroom renovation project at Township Elementary School.

These inspection services can be provided by the firm of Stephen Payte, Non - DSA Inspections, Inc, commencing in August 2025.

Fiscal Analysis

$28,200.00 Hourly -Not -To - Exceed, Funded by Measure X

Actual cost will be based on actual inspection services performed.

Recommendation

It is recommended that the Board of Education approve Agreement No. R26-00737 for Inspection Services for the Township Elementary School Classroom Renovation Project.

On motion # 17 by Trustee Smollen, seconded by Trustee Resnick and carried by a vote of 5|0, the Board of Education, by a roll-call-vote, approved Agreement No. R26-00737 for Inspection Services for the Township Elementary School Classroom Renovation Project.

Ayes: James Pietrolungo Resnick Gibson Smollen Noes: 0 Absent: 0 Abstained: 0

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PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447
Inspection Services for the Classroom Renovation project at Township Elementary School, Requisition R26-00737

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **August 19, 2025.**

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Project Inspector Services to be completed by the Inspector Firm for the Assigned Project.

NOW THEREFORE, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision for a Project Inspector for the Classroom Renovation at Township Elementary School.**

2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:

   _____.

3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated August 7, 2025 and identified on attached Attachment 2, for Fee Amount Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of $100.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Attachment 1.

4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Twenty-Eight Thousand, Two Hundred Dollars ($28,200.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, expect as provided in Paragraph 5 of this PAA.

5. Term of PAA. The District has established completion estimated at September 2026 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of August 2025, for Preconstruction Services. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract

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Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Remaining Construction Time.

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

IN WITNESS HEREOF, the District and Inspector Firm have executed this PAA as of the date set forth above.

"District" SIMI VALLEY UNIFIED SCHOOL DISTRICT	"Project Inspector" Stephen Payte DSA Inspections, Inc.
By: DocuSigned by: 09CA0EB1F69D455...	By: Signed by: 2F4CE4...
Ron Todo	Stephen K. Payte
Title: Associate Superintendent, Business & Facilities	Title: Vice President

DS DN

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ATTACHMENT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R26-00737 FOR PROJECT INSPECTOR SERVICES

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment. Starting August 2025	6129	Straight Time Mondays-Fridays (up to 8 hours per work day)	$100.00
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	$123.00
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	$164.00
N/A		Straight Time Mondays-Fridays (up to 8 hours per work day)	
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	
N/A		Straight Time Mondays-Fridays (8 hour work day)	
		Overtime Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		Premium Overtime Saturdays (more than 8 hours per work day) Sundays Holidays	

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Stephen K. Payte (Name) [SimiLAB3700] the President (Title) of Stephen Payte DSA Inspections, Inc, (Contractor Name), declare, state and certify that:

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

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

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

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

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Stephen Payte DSA Inspections, Inc,
(Contractor Name)

Signed by:
By: Stephen K. Payte
(Signature)
2F4CE44A1BBA4B3...

Stephen K. Payte
(Typed or printed name)

Project: **R26-00737 Township ES Classroom Renovation B26LS460**

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DRUG-FREE WORKPLACE CERTIFICATION

I, Stephen K. Payte (Print Name) [SimiGOV8350], am the President (Title) of

Stephen Payte DSA Inspections, 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 Glendora, Ca (City and State) this ____day of _____, 20____. 8/8/2025

Signed by:

Stephen K. Payte (Signature)

21BCE41A1BBA4B3...

Stephen K. Payte

(Printed or Typed Name)

Project: **R26-00737 Township ES Classroom Renovation B26LS460**

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TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: R26-00737 Township ES Classroom Renovation B26LS460

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

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

Stephen Payte DSA Inspections, 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: 8/8/2025

Contractor: Stephen Payte DSA Inspections, Inc,

Signature: Signed by: Stephen K. Payte 2E4CE44A1BBA4B3...

Print Name: Stephen K. Payte

Title: President

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Rules of Conduct

Project: R26-00737 Township ES Classroom Renovation B26LS460

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

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

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

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

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

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

6. All contractors and subcontractors:

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

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

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

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

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
9. The use of any tobacco products on the Owner's property is strictly prohibited.

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

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

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

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

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

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

Signed by:
Stephen K. Payte
Authorized Signature [SimiROC]

President
Title

Stephen K. Payte
Print Name

8/8/2025
Date

Stephen Payte DSA Inspections, Inc,
Company

Docusign Envelope ID: 4867286F-15CD-4F3E-A496-33B0AA3E8517

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Stephen K. Payte (Print Name) [SimiEDU45125-1], am the President (Title) of Stephen Payte DSA Inspections, 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 → AG100 ← **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 Glendora, Ca (City and State) [SimiEDU45125-1b] this 8/8/2025 day of _____, 20_____.

Signed by: Stephen K. Payte (Signature) 2F4CE44A1BBA4B3...

Stephen K. Payte (Handwritten or Typed Name)

Project: **R26-00737 Township ES Classroom Renovation B26LS460**

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

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

Richard Duncan McKay

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Docusign Envelope ID: 4867286F-15CD-4F3E-A496-33B0AA3E8517

Acknowledgement of District's Workplace Violence Prevention Program

CONTRACTOR:

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

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

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

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

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

Acknowledged By

Signed by:
Stephen K. Payte
32F4CE44A1BBA4B3...

Signature [SimiWVPP]

8/8/2025

Date

Docusign Envelope ID: 4867286F-15CD-4F3E-A496-33B0AA3E8517

Attachment 2 - For Fee Amount Only

Proposal for Inspection Services

August 7, 2025

Simi Valley Unified School District
101 W. Cochran
Simi Valley, Ca 93065

Re: DSA Project Inspection Services for Township ES - Beautification Project

We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations. Our proposal is for one (1) DSA Class 1 Inspector (Duncan McKay), at a rate of $100.00 per hour. Estimated inspection services are as described below:

- (10) hours for pre-construction services
- (25) Hours for ADA evaluation prior to DSA submittal
- (4) Hours of inspection services per week from 12/15/25 through 5/31/26
- (10) Hours of inspection services per week from 6/1/26 through 8/31/26

Total cost for services not to exceed **$28,200.00**

Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half and Sunday will be charged at double time.

As always, we appreciate the continued opportunity to work with your District.

Sincerely,

Stephen K. Payte
President
Stephen Payte DSA Inspections, Inc.

Certificate Of Completion

Envelope Id: 4867286F-15CD-4F3E-A496-33B0AA3E8517
Status: Completed
Subject: Please DocuSign: Stephen Payte Inspections R26-00737 - Township Classroom Renovation Inspections
Source Envelope:
Document Pages: 12
Signatures: 8
Initials: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

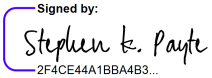
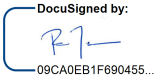
Envelope Originator:
Public Works
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
publicworks@simivalleyusd.org
IP Address: 207.157.143.40

Record Tracking

Status: Original
8/8/2025 11:53:47 AM
Holder: Public Works
publicworks@simivalleyusd.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Stephen K. Payte stephen@dsainspections.com President Stephen Payte DSA Inspections, Inc, Security Level: Email, Account Authentication (None)	Signed by:  2F4CE44A1BBA4B3... Signature Adoption: Pre-selected Style Using IP Address: 172.251.81.163	Sent: 8/8/2025 11:57:09 AM Viewed: 8/8/2025 1:04:00 PM Signed: 8/8/2025 1:10:00 PM
Electronic Record and Signature Disclosure: Accepted: 8/8/2025 1:04:00 PM ID: 88e13372-d609-4f09-8701-f65201afb432		
Debbie Nelson deborah.nelson@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 8/8/2025 1:10:02 PM Viewed: 8/20/2025 10:27:29 AM Signed: 8/20/2025 10:27:37 AM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 10:27:29 AM ID: 3d5b4ac4-052b-4110-9514-2be047298c9a		
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: 207.157.143.39	Sent: 8/20/2025 10:27:38 AM Viewed: 8/20/2025 1:05:51 PM Signed: 8/20/2025 1:05:58 PM
Electronic Record and Signature Disclosure: Accepted: 8/20/2025 1:05:51 PM ID: db741c0f-aeba-4c9b-acf6-02b67da93537		

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	8/8/2025 11:57:09 AM
Certified Delivered	Security Checked	8/20/2025 1:05:51 PM
Signing Complete	Security Checked	8/20/2025 1:05:58 PM
Completed	Security Checked	8/20/2025 1:05:58 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.