Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

BOARD APPROVED ITEMS FROM THE 8.18.26 BOE MEETING

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
8/18/26 HY
Date Signature

TITLE: **APPROVAL OF RATIFICATION OF AMENDMENT #1 TO AGREEMENT NO. R24-05038 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND SCHOOL FACILITY CONSULTANTS FOR SCHOOL FACILITIES FUNDING CONSULTANT SERVICES**

Business & Facilities
Consent #7

August 18, 2026

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The district has utilized School Facility Consultants for provision of technical assistance with preparation, submission, and monitoring of funding applications through the Office of Public-School Construction (OPSC) to obtain state matching funds for the Measure X Bond modernization projects.

School Facility Consultants (SFC) work is ongoing assisting the district with funding applications through the Office of Public School Construction (OPSC). Due to new changes with OPSC requirements, the new Proposition 2 requirements, and working on the processing of several projects, as well as updating the funding eligibility of each school site, SFC has exceeded the contract amount for the 2025-2026 year.

Fiscal Analysis

$50,000.00	Original Contract
$17,427.50	Amendment #1
$67,427.50	Total revised contract, funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Amendment #1 to Agreement No. R24-05038 with the firm of School Facility Consultants.

On motion # 10 by Trustee Jubran, seconded by Trustee Jamer and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Ratification of Amendment #1 to Agreement No. R24-05038 with School Facility Consultants.

Ayes: Jamer Resmar Pietrolungo Jubran Smollen Noes: 0 Absent: 0 Abstained: 0

Docusign Envelope ID: FD16C923-C331-82E9-8026-93DE521B4D49

EXHIBIT "A"

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

101 W. Cochran Street, Simi Valley, CA 93065
805.306.4500 ext. 4461

AMENDMENT

Project Name:	New MPR Classroom Building	Amendment #	1
Site:	Measure X Funding	Board Date:	8/18/2026
To (Consultant):	School Facility Consultants	Bid #:	N/A
Address:	1303 J Street, Suite 500 Sacramento, CA 95814	Requisition #	R24-05038
		P.O. #:	

THE CONTRACT HAS CHANGED AS FOLLOWS:

School Facility Consultants (SFC) work is ongoing assisting the district with funding applications through the Office of Public School Construction (OPSC). Due to new changes with OPSC requirements, the new Proposition 2 requirements and working on the processing of several projects, as well as updating the funding eligibility of each school site, SFC has exceeded the contract amount for the 2025-2026 year..

Docusign Envelope ID: FD16C923-C331-82E9-8026-93DE521B4D49

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

101 W. Cochran Street, Simi Valley, CA 93065
805.306.4500 ext. 4461

Adjustment to Contract Amount			Adjustment to Contract Schedule	
Original Contract Amount:	$	50,000.00	Original Contract Start:	May-24
Total Prior Change Orders:	$	-	Original Completion Date:	Jun-26
Contract Sum Prior to this Change Order:	$	50,000.00	Total Approved Time Extension to Date:	0
Amount of this Change Order:	$	17,427.50	Adjustment per this Change Order:	0
Revised Contract Amount:	$	67,427.50	New Completion Date:	N/A

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

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

Matthew A. Pettler School Facility Consultants	DocuSigned by: Signature 9E3E9410B9BE405...	7/8/2026 Date
Lori Rubenstein Bond Program Manager	DocuSigned by: LORI RUBENSTEIN Signature 19A5D38F59B9244E...	7/8/2026 Date
Ron Todo Associate Superintendent, Business & Facilities	DocuSigned by: Signature 09CA0EB1F690455...	7/8/2026 Date

Certificate Of Completion

Envelope Id: FD16C923-C331-82E9-8026-93DE521B4D49
Status: Completed
Subject: Complete with Docusign: Amendment #1 to R24-05038_School Facility Consultants.pdf
Source Envelope:
Document Pages: 2
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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

Record Tracking

Status: Original
7/1/2026 2:16:36 PM
Holder: Bond Contracts
bondcontracts@simivalleyusd.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Matthew Pettler matt@s-f-c.org Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2026 3:11:53 PM ID: 0a4233c0-d7e8-41f6-988d-c6f2b1f27545	DocuSigned by: 19E3E840B9BE405... Signature Adoption: Drawn on Device Using IP Address: 2600:387:15:5418::4 Signed using mobile	Sent: 7/1/2026 2:18:45 PM Resent: 7/6/2026 7:40:46 AM Resent: 7/8/2026 7:55:44 AM Viewed: 7/8/2026 3:45:28 PM Signed: 7/8/2026 3:46:43 PM
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Bond Program Manager Simi Valley USD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/8/2026 4:08:26 PM ID: 2efdf01a-b28b-4572-a88a-ce17a8227e73	DocuSigned by: LORI RUBENSTEIN 19ADD8F59B9244E... Signature Adoption: Pre-selected Style Using IP Address: 2a02:26f7:c355:8008:0:800:0:4 Signed using mobile	Sent: 7/8/2026 3:46:45 PM Viewed: 7/8/2026 4:08:26 PM Signed: 7/8/2026 4:08:35 PM
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/8/2026 4:10:07 PM ID: 1c203ce4-571c-4cf6-8a49-a6bf7ee9a224	DocuSigned by: 09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 7/8/2026 4:08:37 PM Viewed: 7/8/2026 4:10:07 PM Signed: 7/8/2026 4:10:21 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	7/1/2026 2:18:45 PM
Envelope Updated	Security Checked	7/8/2026 7:54:47 AM
Envelope Updated	Security Checked	7/8/2026 7:54:47 AM
Envelope Updated	Security Checked	7/8/2026 7:54:47 AM
Envelope Updated	Security Checked	7/8/2026 7:54:47 AM
Certified Delivered	Security Checked	7/8/2026 4:10:07 PM
Signing Complete	Security Checked	7/8/2026 4:10:21 PM
Completed	Security Checked	7/8/2026 4:10:21 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

EXHIBIT "A"

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
8/18/26 AY
Date Signature

TITLE: APPROVAL OF RATIFICATION OF AGREEMENT NO. R27-00560 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND SCHOOL FACILITY CONSULTANTS FOR SCHOOL FACILITIES FUNDING CONSULTANT SERVICES

Business & Facilities
Consent #10

August 18, 2026

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The district has utilized School Facility Consultants for provision of technical assistance with preparation, submission, and monitoring of funding applications through the Office of Public School Construction (OPSC) to obtain state matching funds for the C4 Bond modernization projects. Continuation of these services for eligible Measure X projects will assist the district with obtaining state matching funds as they become available.

Fiscal Analysis

The cost for these services is $75,000 based on a rate of $290 - $120/hour, as further described in Exhibit "A".

The agreement will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. R27-00560 with the firm of School Facility Consultants.

On motion # 10 by Trustee Subran, seconded by Trustee James
and carried by a vote of 5to, the Board of Education, by a roll-call vote, approved Ratification of Agreement No. R27-00560 with School Facility Consultants.

Ayes: James Resnick Pietrolungo Subran Knollen Noes: 0 Absent: 0 Abstained: 0

Docusign Envelope ID: 2AEF16C2-7961-8330-8163-0588B1A5802A

AGREEMENT NO. R27-00560 FOR CONSULTANT SERVICES
School Facilities Funding Consulting Services

AGREEMENT made as of the 27th day of July 2026,

between the District:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

and the Consultant:

School Facility Consultants
1303 J Street
#500
Sacramento, CA 95814

WHEREAS, from time to time the District undertakes the design and/or construction of public works of improvement ("Projects").

WHEREAS, in connection with the design and/or construction of Projects, the District desires to obtain certain consulting services, as more particularly identified and described in this Agreement ("CDE and OPSC Consulting Services").

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein, and is properly licensed for any portion of the Consultant Services for which a license is required under California law.

WHEREAS, This Agreement supersedes and replaces any previous agreements with Consultant.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

1. Scope of Consultant Services.

1.1 Preparation and submission of SFP Modernization eligibility applications and other information to the Office of Public-School Construction (OPSC) and providing assistance to the District with responding to requests from OPSC.

1.2 Preparation and submission of documentation required by the California Department of Education (CDE) for plan approvals and California Environmental Quality Act (CEQA) compliance.

1.3 Coordination with the District and the District's architects for the state funding process.

1.4 Preparation and submission of SFP Modernization funding applications and supporting documentation.

1.5 Meeting with District and state representatives as necessary for the funding process.

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1.6 Attending Board of Education meetings if required by the District.

1.7 Providing updates regarding current regulations pertaining to the funding process.

1.8 Assisting the District with the preparation of expenditures reports and audit documentation.

1.9 Consultant will not be visiting any of the District's school sites, and shall conduct Consultant's services from Consultant's offices.

1.10 Consultant shall provide all personnel, materials, tools, equipment, services, and other items necessary to timely and completely provide and perform the Consultant Services.

2. Insurance.

2.1 Consultant Insurance. At all times during performance of Consultant Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement.

2.2 Coverage. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant shall be as follows:

Commercial General Liability	
Per Occurrence	$2,000,000
Aggregate	$4,000,000

An endorsement naming Simi Valley Unified School District as Additional Insured shall be provided with the insurance on forms required by the District.

2.3 Evidence of Insurance. Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

3. Consultant Standard of Care. The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and (c) in accordance with applicable laws, rules and regulations.

4. Consultant Independent Contractor; Limited Consultant Agency. In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

5. Contract Price. Compensation to the Consultant for Consultant Services is a fee of $290 - $120/hour for each individual providing services to the district, based on the amount of time

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expended by personnel of the Consultant in providing Consultant Services, at the hourly rate set forth above, the aggregate of which is the Contract Price. The Contract Price for Consultant Services shall be Seventy-Five Thousand Dollars ($75,000.00) per the attached Proposal from Consultant dated July 20, 2026 (Exhibit A – For Hourly Fee Only).

6. **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site of CDE or OPSC and the District's Administrative Offices, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement. The District shall pay and reimburse any direct costs, travel, meals, and lodging, when such expenses are incurred at the request of the District. All such reimbursable expenses shall require authorization in writing in advance by the District, hereinafter referred to as, "Reimbursable Expenses."

7. **Consultant Billings.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment for Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District.

8. **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Consultant Services and allowable Reimbursable Expenses. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

9. **Consultant's Payments.** The Consultant shall promptly pay its employees and others performing or providing Consultant Services upon receipt of payments from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.

10. **District Termination for District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.

11. **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of the Contract Price when due Consultant hereunder, the Consultant may, upon seven (7) days

Docusign Envelope ID: 2AEF16C2-7961-8330-8163-0588B1A5802A

advance written notice to the District, suspend further performance of services hereunder until payment in full is received.

12. Consultant Obligations Upon Termination. Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

13. Miscellaneous.

Governing Law; Interpretation. This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

Time. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party.

Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Neither the Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the Party requested to grant such consent.

Records. Records, documents and other materials generated or received by the Consultant in the course of performing services hereunder shall be the sole property of and shall be delivered to the District. The Consultant may, at its sole cost, make copies of such records for its own files.

Notices. Notices under this Agreement shall be addressed and delivered to the District as follows:

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

and to the Consultant:

School Facility Consultants
1303 J Street, #500
Sacramento, CA 95814
Attn: Matthew Pettler

14. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

15. Disputes.

Docusign Envelope ID: 2AEF16C2-7961-8330-8163-0588B1A5802A

Consultant Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

Arbitration. *Arbitration*. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant.

Government Code Claims. Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.

16. Board Approval. This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved this Agreement and the provisions hereof.

17. Entire Agreement. The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

DocuSigned by:

By: _____
09CA0EB1F690485...

Ron Todo

Title: Associate Superintendent. Business & Facilities

SCHOOL FACILITY CONSULTANTS

DocuSigned by:

By: Matthew A. Pettler
19E3E4D8B5405...

Matthew A. Pettler

Title: Vice President / Partner

Docusign Envelope ID: 2AEF16C2-7961-8330-8163-0588B1A5802A

EXHIBIT "A"

Exhibit A-Hourly Fee Only

SCHOOL FACILITY CONSULTANTS

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Professional Consulting Services Proposal

Prepared for:

Simi Valley Unified School District

Attention:
Lori Rubenstein
Bond Director
Lori.rubenstein@simivalleyusd.org
Phone: (805) 306-4500

Primary Contact:
Matthew A. Pettler
Vice President
Email: matt@s-f-c.org
Phone: (916) 441-5063

Docusign Envelope ID: 2AEF16C2-7961-8330-8163-0588B1A5802A

Letter of Transmittal

July 20, 2026

Ms. Lori Rubenstein
Bond Director
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

Subject: Proposal for Consulting Services

Dear Ms. Rubenstein:

School Facility Consultants (SFC) is pleased to present the Simi Valley Unified School District (District) this Proposal for Consulting Services. We believe SFC can assist the District with maximizing its facilities funding.

SFC is a full-service company which has been assisting its clients in all aspects of school facility planning since 1986. SFC offers a wide variety of services, including the preparation of State funding applications, California Department of Education plan approval applications, Facility Master Planning documents, and School Facility Needs Analysis/Developer Fee reports. SFC also works with Districts to garner Federal funding and various one-time program funding when available. We have worked with clients to realize over five billion dollars in school facility funding including new construction, modernization, and renovation projects. The team is also active in the implementation, analysis and monitoring of State programs and regulations, and has developed strong working relationships with state agency staff members. With decades of combined experience and diverse backgrounds, our team members work collaboratively, providing a comprehensive knowledge base to address the unique needs of our clients.

School Facility Consultants (SFC) is very experienced in providing creative solutions for districts:

- ✓ We work to obtain multiple funding sources for single projects.
- ✓ We assist clients to determine the optimal project prioritization based on funding availability.
- ✓ We work to maximize project savings allowing quicker access to State funding and more flexibility with State funding to match local needs.
- ✓ We track local and Federal funding opportunities to ensure the District is first in line for funding.

We very much appreciate your consideration of our firm and are happy to discuss in detail any of the services outlined above. Please do not hesitate to contact us at your earliest convenience with any questions.

Sincerely,

Matthew A. Pettler
Vice President

Docusign Envelope ID: 2AEF16C2-7961-8330-8163-0588B1A5802A

Experience and Qualifications

FIRM INFORMATION

School Facility Consultants (SFC) has assisted its clients in all aspects of school facility funding and planning since 1986. We have worked with clients to realize over five billion dollars in school facility funding including new construction, modernization, and renovation projects. Our knowledgeable staff understands the intricacies of the planning and funding process in California, including the procedures and requirements of the California Department of Education (CDE), Office of Public School Construction (OPSC), Division of the State Architect (DSA) California Energy Commission (CEC) and Department of Toxic Substances Control (DTSC).

With decades of combined experience in a wide range of school facility issues, we at School Facility Consultants are committed to integrity, professionalism and excellence in all that we do. We are comprised of a diverse group of motivated individuals guided by the shared endeavor of applying analysis and strategy to achieve concrete results for our clients.

At SFC, we offer a full range of comprehensive services and work closely with clients to become a seamless extension of facility teams. Based in Sacramento, our consulting teams are active in the implementation, analysis, and monitoring of State programs and regulations. We have developed strong working relationships with state agency staff members and bring a deep understanding of facility planning to each of our client's projects.

SFC's team structure provides its clients with reliability, accessibility and a broad knowledge base. The SFC partners maintain direct involvement with clients through regular communications with the consulting teams to maintain strong connections between consultants and clients. A Senior Consultant serves as the primary client liaison and manager of each client's project issues. Additional consulting staff is available on the team to provide additional support, research, and production of work product. Team Leaders manage workload and troubleshoot potential issues for the team. The team approach ensures that a consultant is always available to provide immediate assistance to clients. By working collaboratively, our consulting team members contribute their individual expertise toward an extensive and comprehensive knowledge base that addresses the unique needs of individual clients.

SFC was built upon its strong values, culture, and work ethic. These qualities make for a highly effective and successful work environment for its staff, promoting teamwork and providing valuable opportunities for individual employee growth potential. This positive environment encourages productivity and allows for the highest level of service for its clients.

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SCHOOL FACILITY CONSULTANTS

Experience and Qualifications

STATE FUNDING ELIGIBILITY AND APPLICATION

California school districts and County offices of education have the potential to realize significant State funding contributions through individualized analysis of funding eligibility under the State's School Facility Program (SFP). SFC consulting staff is trained to analyze complex data sets to determine eligibility and access funding available through the Office of Public School Construction (OPSC) and other State agencies. SFC assists districts in navigating the multi-step requirements and coordinating with these agencies through the entire funding process.

FUNDING STRATEGY

By synthesizing our various areas of technical expertise, SFC consulting staff is equipped to develop complex and effective long and short term funding strategies that provide proven results in facilities funding. As a full-service consulting firm, SFC has the ability to take school districts facilities projects from start to finish, applying methodology that garners the greatest funding gains while addressing specific and individual project needs which may evolve during the life of the project. SFC assists clients in providing a long term strategy which results in maximizing outside funding sources to expand the life of their local funding availability. These efforts ultimately afford our clients the ability to provide additional and enhanced learning environments for students.

PROJECT CLOSEOUT AND AUDIT SUPPORT

As part of participation in the SFP, school districts and county offices of education are required by statute and regulation to conform to a number of certifications, as well as to ensure that funds received are expended appropriately. As part of the project closeout process SFC assists clients in compiling the documentation necessary to demonstrate conformance with expenditure requirements and the numerous certifications in order for clients to retain their awarded project funding amounts.

PLANNING

Clients utilize facility planning to forecast their facility needs into the future. SFC produces Proposition 2 Compliant Master Plans, school capacity and facility inventories and enrollment analysis that assesses the potential impacts associated with outside area developments such as new residential development, shifts in demographic trends, and fluctuating district boundaries.

DEVELOPER FEE STUDIES

School districts are authorized to collect impact fees on new residential and commercial/industrial development pursuant to California law. The preparation of developer fee studies in accordance with statute is required in order for districts to collect these fees. These studies utilize local district data, including new residential development, historical statistical information, and school construction costs to determine the dollar amount that can be justified for collection by the school district. SFC's Planning Division prepares Justification Studies (Level 1) and School Facility Needs Analysis Studies (Level 2 and 3) according to the State Allocation Board's (SAB) provisions.

DEVELOPMENT MITIGATION SERVICES

SFC assists clients with development mitigation services. Services include Student Generation Rate Studies, Mitigation Impact Reports and Fair Share Studies. SFC consulting staff is available to provide comments on the potential impact of planned developments including general plans, specific plans and environmental impact reports. SFC consultants provide Geographic Information System (GIS) mapping services to inform student generation rates on a district-wide basis, by attendance area and for specific development projects. Should a district experience a fee challenge, staff are available to provide expert witness testimony and/or a professional review of developer fee justification reports or mitigation agreements.

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SCHOOL FACILITY CONSULTANTS

Experience and Qualifications



Alexander R. Murdoch

School Facility Consultants, President/Partner

PROFESSIONAL QUALIFICATIONS

Alex Murdoch has worked in the school facility industry for over 30 years providing consulting services for clients in all areas of school facility planning and funding. As President and Partner of School Facility Consultants, Alex applies sophisticated methodologies to the facility funding and planning process resulting in the successful, timely delivery of innovative and complex projects.

As an industry leader, Alex is credited with a number of significant accomplishments including innovative planning that resulted in funding for a school district's reuse of commercial property for educational and economic revitalization purposes, being first to secure a lease/lease-back funding guarantee from the Office of Public School Construction for a school district and being first to receive special, legislated funding for a school district's multi-story replacement project.

Alex applies a nuanced approach to the political intricacies of the allocation of school facilities funding. He works to increase the Federal commitment to California school facilities. Alex specializes in identifying statewide policy trends, which are beneficial to the firm's clients. As an appointed member of statewide committees, Office of Public School Construction's Ad Hoc Committee in 2007 and the Coalition for Adequate School Housing's Grant Adequacy Committee in 1999, Alex has been instrumental in contributing to changes in regulations and legislation that benefit schools in California today.

Alex has crafted dozens of successful appeals to the State Allocation Board, brought numerous special items before the State Allocation Board and has crafted successful statewide bond provisions. His expert understanding of California Ed code and School Facility Program regulations has resulted in millions of dollars of funding for California school districts.

Education:

Bachelor of Arts - Political Science and Economics, University of California, Davis

Years with Firm:

30+

Professional Affiliations:

C.A.S.H. – Coalition for Adequate School Housing

C.A.S.B.O – California Association of School Business Officials

School Energy Coalition

Californians for School Facilities

Small School Districts Association

County School Facilities Consortium

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SCHOOL FACILITY CONSULTANTS

Experience and Qualifications



Matthew A. Pettler

School Facility Consultants, Vice President/Partner

PROFESSIONAL QUALIFICATIONS

Matt Pettler has been with School Facility Consultants (SFC) for over 25 years. Matt became a Principal and Partner in the Firm in January of 2007. Matt currently serves as Vice President and has assisted over 100 Districts receive billions of dollars in capital outlay funds for public school facilities in California. Matt specializes in managing client projects in all areas of the State School Facility Program as well as leading developer fee mitigation and District Facility Master Planning efforts.

During his time with SFC, Matt has played a key role in multiple successful school district appeals before the State Allocation Board gaining over $750 million dollars in Financial Hardship, Overcrowding Relief Grant, and Facility Hardship funding. Matt has also assisted many school districts with complex audit/closeout issues to reach successful outcomes and avoid Material Inaccuracy penalties.

Additionally, Matt has prepared developer fee justification documents and successfully worked with the Building Industry Association (BIA) to secure millions of dollars needed to offset the impact of new residential development. He has led master planning teams in several school districts, allowing those districts to plan and execute successful bond elections to construct needed facilities for students.

Through these successes Matt has established relationships with State Allocation Board members, their staff, and State Agency leadership

Education:

Bachelor of Arts - Political Science and Public Policy, University of California, Los Angeles

Years with Firm:

25+

Professional Affiliations:

C.A.S.H. – Coalition for Adequate School Housing

C.A.S.B.O – California Association of School Business Officials

School Energy Coalition

Californians for School Facilities

Small School Districts Association

County School Facilities Consortium

Awards:

Matt is a 2011 Coalition of Adequate School Housing Service Award Recipient

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SCHOOL FACILITY CONSULTANTS

Experience and Qualifications



Marnie Rosenstein

School Facility Consultants, Director

PROFESSIONAL QUALIFICATIONS

Ms. Rosenstein assists school districts in operating successful school building programs by implementing and streamlining processes, maximizing funding opportunities and addressing unique school facilities challenges utilizing her school district experience. Her attention to detail and exceptional analytical skills allows her to work creatively with her team to develop customized planning and funding strategies for school districts.

Prior to joining School Facility Consultants, Ms. Rosenstein was employed by the Elk Grove Unified School District for over 17 years, where she was responsible for a wide variety of activities including: coordination with state agencies and preparation of documentation for funding approval; school site selection, approval, and acquisition; student enrollment projections; school attendance boundary studies; and administration of developer fee and local Mello-Roos tax programs. Ms. Rosenstein is also well experienced in the areas of educational specifications, master plan development, and California Environmental Quality Act documentation.

Education:

Bachelor of Science, City and Regional Planning, California Polytechnic State University, San Luis Obispo, 1989

Years of Experience:

35

Years with Firm

18

Professional Affiliations:
C.A.S.H. – Coalition for Adequate School Housing

C.A.S.B.O – California Association of School Business Officials

School Energy Coalition

C.A.S.H. Federal Network

Small School Districts Association

County School Facilities Consortium

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Proposed Services

SFC proposes the following services to the Simi Valley Unified School District:

- Assist the Client to determine and maximize the District's eligibility for State funding of New Construction projects under the School Facility Program including:
  - Review Current CBEDS Enrollment Data
  - Ten-Year Enrollment Projections
  - Five-Year Enrollment Projections
  - Modified Weighting Mechanism Review (AB 1014)
  - Birth Attendance Rate Adjustment Review (County & Zip Code)

- Assist the Client to determine and maximize the District's eligibility for State funding of Modernization projects under the School Facility Program including:
  - Analyze site maps, facility inventory and historical eligibility documents
  - Review current CBEDS
  - Update and file SAB 50-03 *Eligibility Determination* forms

- Analyze additional funding opportunities from various programs including, but not limited to, the following:
  - Career Technical Education (CTE)
  - New Construction Additional Grant for Replaced Facilities (AB 801)
  - New Construction Additional Grant for District-Owned Site Acquisition Cost (AB 401)
  - Facility Hardship/Seismic Funding

- Assist with the preparation and submittal of California Department of Education (CDE) plan approval requests.

- Assist with the preparation and submittal of State Allocation Board applications for New Construction projects as determined by the funding opportunities identified:
  - SAB 50-04, *Application for Funding* and justification documents
  - Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance
  - SAB 50-05, *Fund Release Authorization* and justification documents

- Assist with the preparation and submittal of State Allocation Board applications for Modernization projects as determined by the funding opportunities identified:
  - SAB 50-04, *Application for Funding* and justification documents
  - Office of Public School Construction 24 Hour, 15 Day & 4 Day letter assistance
  - SAB 50-05, Fund Release Authorization and justification documents

- Assist Client with planning services, as requested by the Client, and as accepted by the Contractor.

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SCHOOL FACILITY CONSULTANTS

Proposed Fees

SFC proposes to provide services on a time and materials basis at the hourly rate schedule identified below not to exceed $75,000 without prior District approval. If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

Hourly Rate Schedule

Principal	$290 hour
Director	$260 hour
Senior Consultant	$255 hour
Consultant	$225 hour
Research Analyst	$185 hour
Administrative Support	$120 hour

Certificate Of Completion

Envelope Id: 2AEF16C2-7961-8330-8163-0588B1A5802A
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Document Pages: 14
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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

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Signer Events	Signature	Timestamp
Matthew A. Pettler matt@s-f-c.org Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Matthew A. Pettler 19E3E840B9BE405... Signature Adoption: Pre-selected Style Using IP Address: 173.166.235.204	Sent: 7/27/2026 3:52:03 PM Resent: 7/29/2026 11:22:47 AM Viewed: 7/29/2026 2:01:12 PM Signed: 7/29/2026 2:46:50 PM
Electronic Record and Signature Disclosure: Accepted: 7/29/2026 2:01:12 PM ID: 04a2be83-ed07-4e2e-a2d8-49b42c8d256d		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	DocuSigned by: 09CA0EB1F690455... Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41	Sent: 7/29/2026 2:46:52 PM Viewed: 7/29/2026 3:06:42 PM Signed: 7/30/2026 1:05:35 PM
Electronic Record and Signature Disclosure: Accepted: 7/30/2026 1:05:29 PM ID: 6759ea80-0138-44a8-a588-c497170d518e		

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 Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/27/2026 3:52:03 PM
Certified Delivered	Security Checked	7/29/2026 3:06:42 PM
Signing Complete	Security Checked	7/30/2026 1:05:35 PM
Completed	Security Checked	7/30/2026 1:05:35 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

EXHIBIT "A"

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
8/18/26
Date Signature

TITLE: APPROVAL OF RATIFICATION OF AGREEMENT NO. R26-05002 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND EARTH SYSTEMS FOR GEOTECHNICAL ENGINEERING FOR THE SIMI VALLEY HIGH SCHOOL NEW MPR CLASSROOM PROJECT

Business & Facilities
Consent #11

August 18, 2026

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Geotechnical engineering is required for the design of various projects at Simi Valley High School. Geotechnical engineering services are required by the DSA (Division of the State Architect) and CGS (California Geological Survey) for assessment and reporting on the geological and soils conditions.

Earth Systems is on the list of geotechnical engineering firms approved by the Board of Education on June 13, 2017, and can provide these services.

Due to revisions by the Division of State Architect (DSA) and the redesign of the structural elements the earthwork scope has taken longer than anticipated. The current contract, R26-02217, fees have been exhausted and the earthwork portion is scheduled for many more months.

Fiscal Analysis

The total cost for these services, based on a fixed fee, billed at hourly rates, is $179,284.30.

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the contract for the New MPR Classroom building at Simi Valley High School with Earth Systems.

On motion # 10 by Trustee Jubran, seconded by Trustee Jamer
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Ratification of Agreement R26-05002 with the firm of Earth Systems.

Ayes: Jamer Rosnick Pietrolungo Jubran Smollen Noes: 0 Absent: 0 Abstained: 0

Docusign Envelope ID: 0E6AE5C9-435C-8900-83B6-FBE0F2AB2C1D

AGREEMENT NO. R26-05002FOR CONSULTANT SERVICES

AGREEMENT made as of the 18th day of August 2026,

between the District:

Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065

and the Consultant:

Earth Systems Pacific
5917 Olivas Park Drive, Suite F
Ventura, CA 93003

WHEREAS, from time to time the District undertakes the design and/or construction of public works of improvement ("Projects").

WHEREAS, in connection with the design and/or construction of Projects, the District desires to obtain certain consulting services, as more particularly identified and described in this Agreement ("Consultant Services").

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein, and is properly licensed for any portion of the Consultant Services for which a license is required under California law.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for **Geotechnical Engineering Services at Simi Valley High School** identified on the attached Proposal from Consultant dated July 30, 2026, (Attachment "A" – Fee Only, to this Agreement). The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.

1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.

1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.

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1.5 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation. At all times while at the Site or any District owned/operated facility, the Consultant's personnel and Subconsultant's personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.

1.6 Subconsultants. Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

1.7 Subconsultants DIR Registered Contractor Status. To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).

1.8 **Basic Services Schedule.** Work to be completed expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District. The project schedule is to be completed, as follows:

Design Phase	April 2024 – October 2024
Construction Phase	January 2025 – June 2026

CONTRACT PRICE.

1.9 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is a **Not To Exceed One Hundred Seventy-Nine Thousand Two-Hundred Eighty-Four Dollars and Thirty cents ($179,284.30),** based on a fixed fee, billed at hourly rates per the attached Proposal (Attachment "A"- For Fee Only).

1.10 **Reimbursable Expenses.** No Reimbursable Expenses are authorized under this agreement. The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services.

1.11 **Additional Services**. No Additional Services are authorized under this agreement.

1.12 **Prevailing Wages**. If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

CONSULTANT BILLINGS

1.13 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-

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quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.

1.14 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.

1.15 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.

1.16 **Withholding**. District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

1.17 **Changes or Alterations**. This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

INSURANCE; INDEMNITY

1.18 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its Subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Consultant while providing or performing Services in connection in or about the District shall be as set forth in Section 4.2, below. Policies of insurance required of the Consultant will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.

1.19 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants shall be as follows:

Workers Compensation	In accordance with applicable law

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Employers Liability	$2,000,000
Commercial General Liability (including coverage for bodily injury, death, and property damage)	
Per Occurrence	$2,000,000
Aggregate	$4,000,000
Professional Liability	
Per Occurrence	$2,000,000
Motor Vehicle Liability	
Per Occurrence	$1,000,000

1.20 **Workers Compensation and Employers Liability Insurance**. Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

1.21 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.

1.22 **Subconsultants' Insurance**. Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.

1.23 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

1.24 **Indemnity.**

1.24.1 *Consultant Indemnity of District*. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of

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Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.

1.24.2 *District Indemnity of Consultant*. The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.

TERM. The term of this Agreement begins on the date first set forth above and ends:

☒ when the Project and all close-out obligations are completed.

☐ when the District has confirmed that Consultant has properly completed its Scope of Services.

☐ immediately upon District and Consultant's execution of this Agreement, Consultant shall commence performance of its Services and shall complete Services on or before _____ or _____ (__) days from the date of award of this Agreement by the District's Board of Trustees.

TERMINATION; SUSPENSION

1.25 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

1.26 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written

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notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.

1.27 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.

1.28 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

MISCELLANEOUS

1.29 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

1.30 **Time**. Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.

1.31 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.

1.32 **Compliance**: Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.

1.33 **Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.

1.34 **Copyright**. Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.

1.35 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

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

and to the Consultant:

See Below

1.36 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

1.37 **Contact with Students**. Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.

1.38 **Disputes.**

1.38.1 *Consultant Continuation of Services*. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

1.38.2 *Arbitration.* All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

1.38.3 *Government Code Claims.* Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the

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provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.

1.39 **Limitation on Damages**. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.

1.40 **Severability**. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

1.41 **Marginal Headings; Captions. Marginal Headings; Captions**. The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.

1.42 **Consultant Contact Information**.

Consultant Contact Name: Anthony Mazzei

Business Phone: 805-642-6727 Fax: _____

E-mail: tmazzei@earthsystems.com

Federal Tax ID Number or SSN: 77-0521790
**Consultant must provide a W-9 (attached)*

Are your or any of your employees current or former employee of the District?
☐ Yes ☒ No
If yes, state the date you last worked? _____

Are you related to any employee (s) of the District? ☐ Yes ☒ No
If yes, please identify the individuals (s): No relation to any employee of the District

1.43 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education or Associate Superintendent has approved this Agreement and the provisions hereof.

1.44 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

1.45 **Authority**. The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent

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that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

DS MN

By: Signed by: Hani Youssef
1442577EAE006AE7...
Ron Todo, Associate Superintendent
Business & Facilities

EARTH SYSTEMS (CONSULTANT)

By: DocuSigned by: Anthony Mazzei
Signature 8B0A1EF857348A...

By: Anthony Mazzei
Print Name

Title: Sr. Vice President

Company Name: Earth Systems Pacific

Address: 5917 Olivas Park Drive, Suite F

City, State, Zip Code: Ventura, CA 93003

Phone Number: 805-642-6727

Email Address: tmazzei@earthsystems.com

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Earth Systems
151 W. Canon Perdido Street | Santa Barbara, CA 93101 | (805) 642-6727 | www.earthsystems.com

July 30, 2026 Proposal No.: VEN-26-07-016

Attention: David Pegg
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

Attachment A - Only for - Fixed hourly fee - Not to Exceed

Project: Proposed New Multi-Purpose Building
Simi Valley High School
5400 Cochran Street
Simi Valley, California
(DSA Application No. A 03-124559).

Subject: Proposal to Continue Providing Geotechnical Engineering and Materials Testing and Foundation Observation during Construction

Ref: HMC Architects, Simi Valley High School New Multi-Purpose Building, DSA-Approved Project Plans, October 15, 2025, Earth Systems Engineering Geology and Geotechnical Engineering Report No.24-10-63.

INTRODUCTION AND PROJECT DESCRIPTION

Earth Systems Pacific (Earth Systems) is pleased to submit this proposal to continue providing geotechnical engineering observations and testing services during the construction phase of the proposed project at the existing Simi Valley High School in Simi Valley, California. Earth Systems has provided these services up to the authorized budget; however, the earthworks portion of the project has not been completed. Therefore, Earth Systems was requested by Ms. Lori Rubenstein, Bond Program Manager for the Simi Valley Unified School District, to issue a new proposal for completion of our work.

PROPOSED SCOPE OF SERVICES

Based on our conversation with the Inspector of Record (IOR) on the project and a representative of Balfour Beatty, we anticipate that our remaining work will include the following:

Compaction Testing during Grading, Utility Trench Backfill, and Retaining Wall Backfill

Our technicians will provide grading observation to determine compliance with the recommendations of the project Engineering Geology and Geotechnical Engineering Report. In addition, compaction testing will be performed in general accordance with ASTM D 6938 at locations and depths of our choosing to determine in-situ compaction within fill areas. Project management will be provided by the Project Geotechnical Engineer, and this will likely include site visits during grading. Retaining wall and utility trench backfills will also be tested in accordance with the project plans and specifications. We anticipate a total of 580 hours of soil technician time will be required to provide these services. Laboratory testing may include

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maximum density/optimum moisture curves, expansion index, corrosivity, and gradation analyses to confirm materials meet specifications.

Foundation Observations and Moisture Verification

A technician will observe all foundation excavations to verify that bearing conditions are in conformance with the recommendations of the referenced Engineering Geology and Geotechnical Engineering Report and Addendum. In addition, moisture verification testing will be performed on the subgrade soils within the building footprint to verify that the subgrade has been pre-moistened in conformance with the recommendations of the referenced Engineering Geology and Geotechnical Engineering Report and Addendum. These observations and tests should be performed prior to placement of reinforcing steel or concrete and will be coordinated with the Project Inspector. We anticipate a total of 68 hours of soil technician time will be required to provide these services. Laboratory testing may include moisture content determination.

Project Management, Engineering Review, Consultation, and Box Filing

Each aspect of testing and inspection discussed above will require some project management, including filing of DSA progress forms within the project box. We anticipate that some engineering review, consultation, and preparation of reports will be required.

BASIS FOR CHARGES

The terms for services for this proposal are in accordance with the existing agreement in effect between Earth Systems and the Simi Valley Unified School District. The basis of the estimates of charges for this proposal is the Fee Schedule currently in effect for Earth Systems Pacific dated July 1, 2026. Fees will be based on the number of hours of work provided toward the project, and the fee schedule in effect at the time the work is performed.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

ESTIMATED FEES

We cannot predict, nor control the efficiency of the contractor's work. Because of this, the following estimates have taken into account possible inefficiencies by the contractors performing the work and any unforeseen conditions that may develop as work progresses.

Since our previous contract with Simi Valley Unified School District has been closed, we have included the previous charges that exceeded the authorized budget amount.

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July 30, 2026 Proposal No.: VEN-26-07-016

Compaction Testing & Lab Testing	$135,500.00
Foundation Observations and Moisture Verification:	$12,300.00
Project Management	$25,200.00
Outstanding Charges	$6,284.30
Additional Services	Per Fee Schedule
Total Estimate	**$179,284.30**

Upon acceptance of this proposal, please sign and date a copy and return it to Earth Systems Pacific, 5917 Olivas Park Drive, Suite F, Ventura, California 93003.

Respectfully submitted,
EARTH SYSTEMS PACIFIC

Anthony P. Mazzei
Geotechnical Engineer No 2823

Agreed to and Accepted

_____
Client Signature and Title

_____
Client Name (in print)

_____
Date

Copies: 1 - David Pegg, Simi Valley Unified School District (via email)
1 – Lori Rubenstein, Simi Valley Unified School District (via email)
1 - Proposal File

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Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Simi Valley High School New Multi-Purpose Building and Classrooms

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

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

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

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

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

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

6. All contractors and subcontractors:

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

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

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

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

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

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

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

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:

    a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. This interpretation will be made by the Owner or designee.

    b. Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.

    c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

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

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

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

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

DocuSigned by:
Anthony Mazzei
0B0843E2B67548A...
Authorized Signature [SimiROC]

Sr. Vice President
Title

Anthony Mazzei
Print Name

8/18/2026
Date

Earth Systems Pacific
Company

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DRUG-FREE WORKPLACE CERTIFICATION

I, Anthony Mazzei (Print Name) [SimiGOV8350], am the Sr. Vice President (Title) of Earth Systems Pacific (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, CA (City and State) this ____day of 8/18/2026, 20____.

DocuSigned by:
Anthony Mazzei
(Signature)
0E6AE5C9435C8900...

Anthony Mazzei
(Printed or Typed Name)

Docusign Envelope ID: 0E6AE5C9-435C-8900-83B6-FBE0F2AB2C1D

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Simi Valley High School New Multi-purpose Building and Classrooms

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

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

Earth Systems Pacific ("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: 8/18/2026

Contractor: Earth Systems Pacific

Signature: DocuSigned by: Anthony Mazzei 6B0843E2567348A...

Print Name: Anthony Mazzei

Title: Sr. Vice President

Docusign Envelope ID: 0E6AE5C9-435C-8900-83B6-FBE0F2AB2C1D

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Anthony Mazzei [SimiLAB3700] the Sr. Vice President of Earth Systems Pacific, declare, state and certify that:

(Name) (Title) (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.

Earth Systems Pacific
(Contractor Name)

DocuSigned by:
By: Anthony Mazzei
(Signature) 7348A...

Anthony Mazzei
(Typed or printed name)

Docusign Envelope ID: 0E6AE5C9-435C-8900-83B6-FBE0F2AB2C1D

CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR(S) DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to California Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, or to be listed in a bid proposal, or to engage in the performance of any defined public work contract. The District shall note in its invitation to bid the DIR's registration requirement for all contractors and subcontractors.

I Anthony Mazzei {{*ContractorName_es_:signer1:fullname}} (name), {{*Contractor_es_:signer1:title}} Sr. Vice President (title), certify that Earth Systems Paci _**Click here to enter CONTRACTOR** is currently registered as a contractor with the Department of Industrial Relations (DIR):

Contractor's DIR Registration Number 1000003643 {{*ContractorDIR_es_:signer1}}

Expiration date 06/30/2027 {{*ContractorDIRExpiration_es_:signer1}}

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.
3. Contractor is to furnish DIR Registration Number for all subcontractors on the project in accordance with Public Contract Code Section 4104(a)(3).
4. Contractor shall substitute any subcontractor with a DIR registered subcontractor if original subcontractor is unable to perform the work. Substitution shall be subject to the provisions of Public Contract Code 4107 et. Seq.

Contractor's failure to comply with California Labor Code Section 1725.5 and the above stated requirements may result in a determination of non-responsiveness.

{{[]DIR_es_:signer1}} By checking this box, Contractor represents that he/she is NOT REQUIRED to register as a public works contractor or file electronic certified payroll reports under the DIR Small Project Exemption, as detailed in DIR Newsline 2017-52, dated June 28, 2017. Signature below required.

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

DocuSigned by:
Anthony Mazzei {{*_es_:signer1:signature}}
6B0843E2567348A...

Signature [SimiLAB1725.5]

8/18/2026 {{*_es_:signer1:date}}

Date

Docusign Envelope ID: 0E6AE5C9-435C-8900-83B6-FBE0F2AB2C1D

Acknowledgement of District's Workplace Violence Prevention Program

CONTRACTOR: _ Earth Systems Pacific

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:
Anthony Mazzei
6B0843E2567348A...

Signature [SimiWVPP]

8/18/2026

Date

Docusign Envelope ID: 0E6AE5C9-435C-8900-83B6-FBE0F2AB2C1D

FINGERPRINT CERTIFICATE

I, Anthony Mazzei (Print Name), am the Sr. Vice President (Title) of Earth Systems Pacific (Entity). I declare, state, and certify all of the following: [SimiEDU45125-1]

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 → AK489 ← **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 Ventura, CA (City and State) [SimiEDU45125-1b] this 8/18/2026 day of _____, 20_____.

DocuSigned by:
Anthony Mazzei
(Signature)
6B0643E2867348A...

Anthony Mazzei
(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.

Anthony P. Mazzei

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Certificate Of Completion

Envelope Id: 0E6AE5C9-435C-8900-83B6-FBE0F2AB2C1D
Status: Completed
Subject: Please DocuSign: Consultant Services Agreement R26-05002 Earth Systems - SVHS Geotechnical Eng.
Source Envelope:
Document Pages: 21
Signatures: 9
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
8/3/2026 10:15:52 AM
Security Appliance Status: Connected

Holder: Public Works
publicworks@simivalleyusd.org
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Anthony Mazzei tmazzei@earthsystems.com Sr. Vice President Earth Systems Pacific Security Level: Email, Account Authentication (None)	DocuSigned by: Anthony Mazzei 6B0843E2567348A... Signature Adoption: Pre-selected Style Using IP Address: 23.115.123.169	Sent: 8/3/2026 10:54:05 AM Resent: 8/4/2026 3:29:34 PM Resent: 8/11/2026 10:03:36 AM Resent: 8/18/2026 2:38:20 PM Viewed: 8/18/2026 3:15:10 PM Signed: 8/18/2026 4:35:12 PM
Electronic Record and Signature Disclosure: Accepted: 10/12/2022 4:42:23 PM ID: 1032020e-6023-48a1-9b67-7c3246d0d159		
Maria Nieto publicworks@simivalleyusd.org Security Level: Email, Account Authentication (None)	DS MN Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.40	Sent: 8/18/2026 4:35:14 PM Viewed: 8/20/2026 10:19:39 AM Signed: 8/21/2026 9:15:11 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Hani Youssef hani.youssef@simivalleyusd.org HY Security Level: Email, Account Authentication (None)	Signed by: Hani Youssef 4426775AE0064E7... Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 8/21/2026 9:15:12 AM Viewed: 8/21/2026 10:01:45 AM Signed: 8/21/2026 10:02:00 AM
Electronic Record and Signature Disclosure: Accepted: 8/21/2026 10:01:45 AM ID: 9aeb9d24-fc04-40b4-82f3-32d2f06b894f		

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	8/3/2026 10:54:05 AM
Envelope Updated	Security Checked	8/11/2026 10:03:28 AM
Envelope Updated	Security Checked	8/11/2026 10:03:28 AM
Envelope Updated	Security Checked	8/11/2026 10:03:28 AM
Envelope Updated	Security Checked	8/11/2026 10:03:28 AM
Envelope Updated	Security Checked	8/18/2026 2:38:11 PM
Envelope Updated	Security Checked	8/18/2026 2:38:11 PM
Envelope Updated	Security Checked	8/18/2026 2:38:11 PM
Envelope Updated	Security Checked	8/18/2026 2:38:11 PM
Envelope Updated	Security Checked	8/21/2026 9:14:38 AM
Envelope Updated	Security Checked	8/21/2026 9:14:38 AM
Certified Delivered	Security Checked	8/21/2026 10:01:45 AM
Signing Complete	Security Checked	8/21/2026 10:02:00 AM
Completed	Security Checked	8/21/2026 10:02:00 AM

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.