



**CITIZENS' OVERSIGHT
COMMITTEE MEETING**

NOTICE AND AGENDA

April 22, 2020 at 6:30 PM

Teleconference call

To join the meeting by phone dial +1 323-920-8237 PIN: 489 721 903#

I. Call to Order

II. Public comment

III. Approval of the February 2020 Meeting Minutes

IV. Review of TT related Board Reports

- BR 1485
- BR 1486
- BR 1487
- BR 1488
- BR 1489
- BR 1490

V. Board of Education COC Liaison Report

VI. Facilities Reports

A. Update on Measure TT Board Reports approved by PUSD on 3/26/20

- BR 1480 – PHS Student Toilet Room Accessibility Modernization - \$888,123
- BR 1481 – Increase to Flewelling & Moody Architects for \$15,000
- BR 1482 – PHS Chiller award to Southland Energy for \$3,653,694

B. Confirming BR 1483 and BR 1484 were awarded without Measure TT funds

VII. Next meeting date: May 27, 2020

VIII. Adjournment



Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Minutes of Meeting held on February 26, 2019

Location: Pasadena Unified School District Education Center,
351 S. Hudson Ave., Pasadena, CA 91109

- I. Meeting called to order 6:35pm
 - a. Present: John Robinson, Stephen Aquino, Eliza Jane Whitman, Amelia Bradford, David Bell, Nelson Cayabyab, Kim Kenne, Miguel Perez, Dr. Leslie Barnes
- II. Public comments
 - a. Laura Hacket – CAC meeting recap included what schools the students with ADA needs will be attending with the closure of Roosevelt. Not all schools are equipped to receive students utilizing wheelchairs especially at Don Bonito.
 - b. Francis Boland – concern about the Blair basketball team and funding for a basketball coach when the PHS school has a great coaching staff. Concerned about the food that is available to the students during lunch and is interested in knowing if food trucks could be brought in and pay a fee to park on campus.
- III. Approval of January meeting minutes
 - a. Minutes revised to note Laura agreed to organize the facilities pictures by school to be uploaded onto the facilities website.
- IV. Introduction of Dr. Leslie Barnes
 - a. In the role of Chief Business Officer, Dr. Barnes will oversee the facilities department.
 - b. Nelson Cayabyab retirement starting June 30th
- V. COC Annual Report
 - a. Comments due to John early March.
 - b. Annual report will be presented in the March PUSD Board meeting.
- VI. COC Membership Discussion
 - a. Of the five potential candidates, one has declined submitting an application at this time and Laura Hacket has submitted an application. Nadia is following up with the other 3 candidates.
 - b. The COC can be disbanded once the final school project certificate of completion board report is approved.
- VII. Review of MTT Related Board Reports
 - a. BR 1475 – approval of the reassignment to the COC for Amelia Bradford and Stephen Aquino

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- VIII. Board of Education COC Liaison Report
 - a. Kim reports that the budget status report is not matching the prior month's report. Additionally, there seems to be an error in the calculation in the people soft for the % contract change.
 - b. The soft costs within the range of 16-20% seem to be appropriate for the industry.
 - c. Facilities master plan is in progress and is due in April.
 - d. There is a board task force to determine the next steps for facilities that are not currently being used.
 - IX. Facilities Reports
 - a. Reviewed Construction Status Report for February
 - b. Reviewed pictures of current construction projects.
 - X. Next Meeting date: March 25th 6:30pm
 - XI. Adjournment 7:48pm

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF PROJECT MANAGER CONSULTANT AGREEMENT WITH
SARKIS MAISSIAN, DBA UNIVERSAL CONSTRUCTION

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves to renew the Project Manager Consultant Agreement with Sarkis Maissian DBA, Universal Construction Inc. in the amount not to exceed \$ 175,000.00 for the 2020-21 fiscal year.

Anticipated Effect on Student Outcomes: Provides improvements to school facilities in support of 21st Century learning environments.

I. BACKGROUND

Project Manager Sarkis Maissian has been providing project management services as a construction superintendent for Pasadena Unified School District since 2018 per board approved BR1311-F. Since then he has done excellent work at completing projects on time.

II. STAFF ANALYSIS

District staff recommends approving the contract for project management services as a construction superintendent, services in the amount not to exceed \$ 175,000 at an hourly rate of \$84.00 per hour. The term of the agreement shall commence on July 1, 2020 and shall terminate on June 30th, 2021. The construction projects that Mr. Maissian will work on are: the Pasadena High School Student Toilet Room Accessibility Modernization Phase 2, the Pasadena High School HVAC project, District wide playground structures.

Attachment: Project Manager Consultant Services agreement with Sam Maissian, dba Universal construction Inc.

III. FISCAL IMPACT

Funds in an amount not to exceed \$175,000 are available in the District Service Center Facilities Administration account for Fiscal Year 20-21. With this contract encumbrance, the new balance will be \$424,072.00 in said account as of July 1, 2020.

Pasadena Unified School District
Board of Education Agenda: April 23, 2020
Submitted by: Nelson Cayabyab
Nelson Cayabyab, Chief Facilities Officer

Funding title / code:

Name: District Service Center Facilities Administration

String: 21.1-95000.0-00000-85000-6265-0000710

Approved:

Brian O. McDonald, Ed.D.
Superintendent

Originator: Nelson Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2020 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **Sam Maissian, dba Universal Construction**, an individual, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for ("PROJECT"); and

WHEREAS, the certain specialized services and advice needed for the PROJECT ("SERVICES") are not available to the DISTRICT without cost either internally or from other public agencies; and

WHEREAS, CONSULTANT is specially experienced and competent to provide the SERVICES to the DISTRICT; and

WHEREAS, the SERVICES are not available within the DISTRICT and cannot be performed satisfactorily by DISTRICT employees, or are of such highly specialized or technical nature that the necessary knowledge, training, experience and ability are not available through the DISTRICT at this time; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide the SERVICES to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

1. **SERVICES TO BE PROVIDED BY CONSULTANT.** CONSULTANT shall provide to the DISTRICT on the terms herein set forth all of the SERVICES as further articulated in **ATTACHMENT "A"** to this AGREEMENT ("CONSULTANT's Work Plan"). The PARTIES agree that the terms of this AGREEMENT shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms of the CONSULTANT's Work Plan.

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1st, 2020 and shall terminate on June 30th, 2021 unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$84.00 per hour for a total not to exceed \$175,000.00 (One hundred seventy-five thousand dollars.) No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1st, 2020 through June 30th, 2021. Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. **CONSULTANT's CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES.**
CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall not use for the personal benefit of CONSULTANT, or disclose or communicate in any manner any information that is proprietary to the DISTRICT or protected from disclosure by law, including but not limited to student records.

ARTICLE III

TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for DISTRICT approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

4. In the event of a dispute between the PARTIES as to performance of the SERVICES or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed pursuant to this AGREEMENT, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the SERVICES diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

1. The drawings, specifications, reports, copyrightable works, ideas, discoveries, inventions, patents, products, or other information or documents (collectively, the Work Product") prepared by or developed in whole or in part by the CONSULTANT or CONSULTANT's consultants pursuant to this AGREEMENT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and expense pertaining to any extra services pursuant to this AGREEMENT and records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services may include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with modifications to the PROJECT required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

INDEMNITY AND INSURANCE

1. INDEMNITY. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, reimburse for the cost of defense and hold DISTRICT entirely harmless from all liability arising out of:

a. Worker Compensation and Employer Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the PROJECT, except for liability resulting from the negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT, and

c. Not Used

d. Not Used

2. INSURANCE. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general insurance with limits of not less than Two Million Dollars (\$2,000,000) and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit respectively, bodily injury and property damage liability per occurrence, including:

- (1) Owned, non-owned and hired vehicles at cash value;
- (2) Blanket contractual;
- (3) Broad form property damage;
- (4) Products/completed operations; and
- (5) Personal and Advertising Injury.

c. NOT USED

d. NOT USED

e. Each policy of insurance required in (b) above shall by separate endorsement name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE VII MISCELLANEOUS

1. **LEGAL STATUS.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. **NOTICE.** All notices required to be delivered under this AGREEMENT to the other PARTY must be in writing and shall be effective (i) when personally delivered by the other PARTY or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective PARTY as set forth below or to such other persons as the PARTIES may hereafter designate by written notice to the other PARTY hereto:

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson M. Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Sarkis "Sam" Maissian
11941 Dunncliffe Ct,
Porter Ranch, CA. 91326
Phone: (818) 652-6665

3. FINGERPRINTING REQUIREMENTS. Education Code Section 45125.1 states that if employees of any consultant providing services at a school site might have any contact with any under age pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these SERVICES by CONSULTANT, CONSULTANT will not perform SERVICES until all employees providing SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

4. CONFLICTS OF INTEREST. No director, officer, official, representative, agent or employee of the CONSULTANT shall have any financial interest, direct or indirect, in this Agreement.

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either PARTY the Agreement shall forthwith be physically amended to make such insertion or correction.

6. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

8. This AGREEMENT shall be governed by the laws of the State of California.

9. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

10. Time is of the essence with respect to all provisions of this AGREEMENT.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.

12. In interpreting this AGREEMENT, it shall be deemed to have been prepared by the PARTIES jointly, and no ambiguity shall be resolved against the DISTRICT on the premise that it or its attorneys were responsible for drafting this AGREEMENT or any provision hereof. The captions or headings set forth in this AGREEMENT are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this AGREEMENT. Any reference

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

13. Each PARTY warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective PARTY.

14. If any portion of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If the court finds that any provision in this AGREEMENT is invalid or unenforceable, but that by limiting such provisions would become valid and enforceable, then such provision(s) should be deemed to be written, construed and enforced as so limited.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Sarkis "Sam" Maissian

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

The PROJECT MANAGER will be expected to support construction activities in a public works environment including project oversight as liaison for the District to District Staff, architects, construction service providers, construction firms, representatives of the Division of State Architect, California Department of Education, Office of Public School Construction, representatives of the three communities served by the District, the County of Los Angeles, other regional agencies, the Board of Education, and members of the public. The successful candidate will be expected to manage all parts of the construction process including the preparation of construction documents, specifically front end documents, specifications, bid packages, bid advertisements, develop project estimates, budgets and timelines, provide assistance with project design development, track costs, participate in value engineering reviews and constructability reviews, conduct bid walks and bid openings, perform project management, complete project punch lists and supervise process leading to project completion and be responsible for project closeout. This individual will also assist in the application for funds from all sources and will support the information process required by those agencies involved in public works funding and/or regulation. The Project Manager is aware of the District's Resolution 2021 Local Hire and Small Business Policy, its goals, and shall support the District in achieving these goals by informing all contractors and potential contractors of Resolution 2021.

The scope of services set forth in this section represents an outline of the services which the District anticipates the successful individual to perform. The precise scope of services will be directed by the Chief Finance Officer on an ongoing basis. The individual may suggest changes to the scope of services in order to achieve the District's objectives.

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF PROJECT MANAGER CONSULTANT AGREEMENT
WITH DONALD B. BLAYNEY

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves to renew the Project Manger Consultant Agreement with Don B. Blayney (DSA General Inspector) in the amount not to exceed \$175,000.00 for the 2020-21 fiscal year.

Anticipated Effect on Student Outcomes: Provides improvements to school facilities in support of 21st Century learning environments.

I. BACKGROUND

On May 24, 2018 the Governing Board of the Pasadena Unified School District approved BR 1307-F Consultant Agreement with Don B. Blayney for Project Manager Services (DSA General Inspector- Class I). Since then the district has renewed his consultant contract for project management services (DSA General Inspector Class I) upon satisfactory work evaluation annually.

II. STAFF ANALYSIS

District staff recommends approving the contract for project management services, in the amount not to exceed \$175,000.00 at an hourly rate of \$84.00 per hour. The term of the agreement shall commence on July 1, 2020 and shall terminate on June 30, 2021. The Construction project that Mr. Blayney will work on are: The Pasadena High School Toilet Room Accessibility Modernization Phase 2 and as needed on any Measure TT projects designated by the Chief of Facilities.

Attachment: Project Manager Consultant Services agreement with Don B. Blayney.

III. FISCAL IMPACT

Funds in an amount not to exceed \$175,000 are available in the District Service Center Facilities Administration account for Fiscal Year 20-21. With this contract encumbrance, the new balance will be \$249,072.00 in said account as of July 1, 2020.

Pasadena Unified School District
Board of Education Agenda: April 23, 2020
Submitted by: Nelson Cayabyab
Nelson Cayabyab, Chief Facilities Officer

Funding title / code:

Name: District Service Center Facilities Administration

String: 21.1-95000.0-00000-85000-6265-0000710

Approved:

Brian O. McDonald, Ed.D.
Superintendent

Originator: Nelson Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2020 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **Donald B. Blayney**, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER INSPECTOR AND MANAGER for Facilities Master Plan projects for (“PROJECT”); and

WHEREAS, the certain specialized services and advice needed for the PROJECT (“SERVICES”) are not available to the DISTRICT without cost either internally or from other public agencies; and

WHEREAS, CONSULTANT is specially experienced and competent to provide the SERVICES to the DISTRICT; and

WHEREAS, the SERVICES are not available within the DISTRICT and cannot be performed satisfactorily by DISTRICT employees, or are of such highly specialized or technical nature that the necessary knowledge, training, experience and ability are not available through the DISTRICT at this time; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide the SERVICES to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

1. SERVICES TO BE PROVIDED BY CONSULTANT. CONSULTANT shall provide to the DISTRICT on the terms herein set forth all of the SERVICES as further articulated in **ATTACHMENT “A”** to this AGREEMENT (“CONSULTANT’s Work Plan”). The PARTIES agree that the terms of this AGREEMENT shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms of the CONSULTANT’s Work Plan.

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1st, 2020 and shall terminate on June 30th, 2021 unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$84.00 per hour for a total not to exceed \$175,000.00 (One hundred seventy-five thousand dollars). No

reimbursement will be made for any expenses above this total compensation amount. For the term commencing July 1, 2020 through June 30th, 2021. Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall not use for the personal benefit of CONSULTANT, or disclose or communicate in any manner any information that is proprietary to the DISTRICT or protected from disclosure by law, including but not limited to student records.

ARTICLE III

TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for DISTRICT approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT,

consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

4. In the event of a dispute between the PARTIES as to performance of the SERVICES or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed pursuant to this AGREEMENT, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the SERVICES diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IV **CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS**

1. The drawings, specifications, reports, copyrightable works, ideas, discoveries, inventions, patents, products, or other information or documents (collectively, the Work Product") prepared by or developed in whole or in part by the CONSULTANT or CONSULTANT's consultants pursuant to this AGREEMENT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

ARTICLE V **ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and expense pertaining to any extra services pursuant to this AGREEMENT and records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI **ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services may include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with modifications to the PROJECT required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

INDEMNITY AND INSURANCE

1. **INDEMNITY.** To the fullest extent permitted by law, CONSULTANT agrees to indemnify, reimburse for the cost of defense and hold DISTRICT entirely harmless from all liability arising out of:

a. **Worker Compensation and Employer Liability:** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. **General Liability:** Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the PROJECT, except for liability resulting from the negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT, and

c. **Not Used**

d. **Not Used**

2. **INSURANCE.** CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general insurance with limits of not less than Two Million Dollars (\$2,000,000) and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit respectively, bodily injury and property damage liability per occurrence, including:

- (1) Owned, non-owned and hired vehicles at cash value;
- (2) Blanket contractual;
- (3) Broad form property damage;
- (4) Products/completed operations; and
- (5) Personal and Advertising Injury.

c. NOT USED

d. NOT USED

e. Each policy of insurance required in (b) above shall by separate endorsement name DISTRICT and its officers, agents and employees as additional insured; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE VII

MISCELLANEOUS

1. LEGAL STATUS. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. NOTICE. All notices required to be delivered under this AGREEMENT to the other PARTY must be in writing and shall be effective (i) when personally delivered by the other PARTY or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective PARTY as set forth below or to such other persons as the PARTIES may hereafter designate by written notice to the other PARTY hereto:

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Donald B. Blayney
438 East Portola Street
San Dimas, CA. 91773
(818) 427-6154

3. FINGERPRINTING REQUIREMENTS. Education Code Section 45125.1 states that if employees of any consultant providing services at a school site might have any contact with any under ageunderage pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these SERVICES by CONSULTANT, CONSULTANT will not perform SERVICES until all employees providing SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

4. CONFLICTS OF INTEREST. No director, officer, official, representative, agent or employee of the CONSULTANT shall have any financial interest, direct or indirect, in this Agreement.

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either PARTY the Agreement shall forthwith be physically amended to make such insertion or correction.

6. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

8. This AGREEMENT shall be governed by the laws of the State of California.

9. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

10. Time is of the essence with respect to all provisions of this AGREEMENT.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.

12. In interpreting this AGREEMENT, it shall be deemed to have been prepared by the PARTIES jointly, and no ambiguity shall be resolved against the DISTRICT on the premise that it or its attorneys were responsible for drafting this AGREEMENT or any provision hereof. The captions or headings set forth in this AGREEMENT are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this AGREEMENT. Any reference in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

13. Each PARTY warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective PARTY.

14. If any portion of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If the court finds that any provision in this AGREEMENT is invalid or unenforceable, but that by limiting such provisions would become valid and enforceable, then such provision(s) should be deemed to be written, construed and enforced as so limited.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Donald B. Blayney

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

The PROJECT INSPECTOR/MANAGER will be trained by the district and expected to support monitor and support construction activities in a public works environment including project oversight as liaison for the District to District Staff, architects, construction service providers, construction firms, representatives of the Division of State Architect, California Department of Education, Office of Public School Construction, representatives of the three communities served by the District, the County of Los Angeles, other regional agencies, the Board of Education, and members of the public. Additional training will be provided by the district so that the successful candidate will be expected to manage all parts of the construction process including the preparation of construction documents, specifically front end documents, specifications, bid packages, bid advertisements, develop project estimates, budgets and timelines, provide assistance with project design development, track costs, participate in value engineering reviews and constructability reviews, conduct bid walks and bid openings, perform project management, complete project punch lists and supervise process leading to project completion and be responsible for project closeout. This individual will also assist in the application for funds from all sources and will support the information process required by those agencies involved in public works funding and/or regulation. The Project Inspector/Manager is aware of the District's Resolution 2021 Local Hire and Small Business Policy, its goals, and shall support the District in achieving these goals by informing all contractors and potential contractors of Resolution 2021. The district will provide the Resolution 2021 and all other pertinent information for review to the consultant to review at the commencement of this contract agreement.

The scope of services set forth in this section represents an outline of the services which the District anticipates the successful individual to perform. The precise scope of services will be directed by the Chief Finance Officer on an ongoing basis. The individual may suggest changes to the scope of services in order to achieve the District's objectives.

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF PROJECT MANAGER CONSULTANT AGREEMENT WITH NED KHACHIKIAN, DBA NED K. CONSTRUCTION SERVICES

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves to renew the Project Manager Consultant Agreement with Ned Khachikian, dba Ned K. Construction Services Inc., in the amount not to exceed \$175,000.00 for the 2020-2021 fiscal year.

Anticipated Effect on Student Outcomes: Provides improvements to school facilities in support of 21st Century learning environments.

I. BACKGROUND

On May 24, 2018 the Governing Board of the Pasadena Unified School District approved BR 1310-F Consultant Agreement with Ned Khachikian, dba Ned K. Construction Services Inc. Since then the district has renewed his consultant contract for project management services DSA Project Inspector Class I upon satisfactory work evaluation annually.

II. STAFF ANALYSIS

District staff recommends approving the contract for project management services as a DSA Project Inspector – Class 1 in the amount not to exceed \$175,000.00 at an hourly rate of \$84.00 per hour. The term of the agreement shall commence on July 1, 2020 and shall terminate on June 30th, 2021. Mr. Khachikian will assist with the closeout of Measure TT uncertified projects with the Division of State Architects as needed on any Measure TT projects designated by the Chief of Facilities.

Attachment: Project Manager Consultant Services agreement Ned Khachikian's dba Ned K. Construction Services Inc.

III. FISCAL IMPACT

Funds in an amount not to exceed \$175,000.00 are available in the District Service Center Facilities Administration account for Fiscal Year 20-21. With this contract encumbrance, the new balance will be \$74,072.00 in said account as of July 1, 2020.

**Pasadena Unified School District
Board of Education Agenda: April 23, 2020
Submitted by: Nelson Cayabyab
Nelson Cayabyab, Chief Facilities Officer**

Funding title / code:

Name: District Service Center Facilities Administration

String: 21.1-95000.0-00000-85000-6265-0000710

Board Report No. 1487-F

Date: April 23, 2020

Approved:

Brian O. McDonald, Ed.D.
Superintendent

Originator: Nelson Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2020 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **Ned Khachikian dba Ned K. Construction Services, Inc.**, a corporation, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER INSPECTOR AND MANAGER for Facilities Master Plan projects for (“PROJECT”); and

WHEREAS, the certain specialized services and advice needed for the PROJECT (“SERVICES”) are not available to the DISTRICT without cost either internally or from other public agencies; and

WHEREAS, CONSULTANT is specially experienced and competent to provide the SERVICES to the DISTRICT; and

WHEREAS, the SERVICES are not available within the DISTRICT and cannot be performed satisfactorily by DISTRICT employees, or are of such highly specialized or technical nature that the necessary knowledge, training, experience and ability are not available through the DISTRICT at this time; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide the SERVICES to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

1. **SERVICES TO BE PROVIDED BY CONSULTANT.** CONSULTANT shall provide to the DISTRICT on the terms herein set forth all of the SERVICES as further articulated in **ATTACHMENT “A”** to this AGREEMENT (“CONSULTANT’s Work Plan”). The PARTIES agree that the terms of this AGREEMENT shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms of the CONSULTANT’s Work Plan.

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1st, 2020 and shall terminate on June 30, 2021, unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$84.00

per hour for a total not to exceed \$175,000.00 (One hundred seventy-five thousand dollars). No reimbursement will be made for any expenses above this total compensation amount. For the term commencing July 1st, 2020 through June 30th, 2021. Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall not use for the personal benefit of CONSULTANT, or disclose or communicate in any manner any information that is proprietary to the DISTRICT or protected from disclosure by law, including but not limited to student records.

ARTICLE III

TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus

any sums due the CONSULTANT for DISTRICT approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

4. In the event of a dispute between the PARTIES as to performance of the SERVICES or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed pursuant to this AGREEMENT, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the SERVICES diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

1. The drawings, specifications, reports, copyrightable works, ideas, discoveries, inventions, patents, products, or other information or documents (collectively, the Work Product") prepared by or developed in whole or in part by the CONSULTANT or CONSULTANT's consultants pursuant to this AGREEMENT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and expense pertaining to any extra services pursuant to this AGREEMENT and records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the

DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services may include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with modifications to the PROJECT required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

INDEMNITY AND INSURANCE

1. INDEMNITY. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, reimburse for the cost of defense and hold DISTRICT entirely harmless from all liability arising out of:

a. Worker Compensation and Employer Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the PROJECT, except for liability resulting from the negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT, and

c. Not Used

d. Not Used

2. INSURANCE. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or

by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general insurance with limits of not less than Two Million Dollars (\$2,000,000) and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit respectively, bodily injury and property damage liability per occurrence, including:

- (1) Owned, non-owned and hired vehicles at cash value;
- (2) Blanket contractual;
- (3) Broad form property damage;
- (4) Products/completed operations; and
- (5) Personal and Advertising Injury.

c. NOT USED

d. NOT USED

e. Each policy of insurance required in (b) above shall by separate endorsement name DISTRICT and its officers, agents and employees as additional insured; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE VII

MISCELLANEOUS

1. LEGAL STATUS. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal,

state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. NOTICE. All notices required to be delivered under this AGREEMENT to the other PARTY must be in writing and shall be effective (i) when personally delivered by the other PARTY or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective PARTY as set forth below or to such other persons as the PARTIES may hereafter designate by written notice to the other PARTY hereto:

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Ned K. Construction Service Inc.
2827 Orange Avenue
La Crescenta, CA 91214
Phone: (818) 268-9116

3. FINGERPRINTING REQUIREMENTS. Education Code Section 45125.1 states that if employees of any consultant providing services at a school site might have any contact with any under age/underage pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these SERVICES by CONSULTANT, CONSULTANT will not perform SERVICES until all employees providing SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

4. CONFLICTS OF INTEREST. No director, officer, official, representative, agent or employee of the CONSULTANT shall have any financial interest, direct or indirect, in this Agreement.

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either PARTY the Agreement shall forthwith be physically amended to make such insertion or correction.

6. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

8. This AGREEMENT shall be governed by the laws of the State of California.

9. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

10. Time is of the essence with respect to all provisions of this AGREEMENT.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.

12. In interpreting this AGREEMENT, it shall be deemed to have been prepared by the PARTIES jointly, and no ambiguity shall be resolved against the DISTRICT on the premise that it or its attorneys were responsible for drafting this AGREEMENT or any provision hereof. The captions or headings set forth in this AGREEMENT are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this AGREEMENT. Any reference in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

13. Each PARTY warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective PARTY.

14. If any portion of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If the court finds that any provision in this AGREEMENT is invalid or unenforceable, but that by limiting such provisions would become valid and enforceable, then such provision(s) should be deemed to be written, construed and enforced as so limited.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

By: _____
Ned Khachian

DISTRICT: Pasadena Unified School District

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

The PROJECT INSPECTOR/MANAGER will be trained by the district and expected to support monitor and support construction activities in a public works environment including project oversight as liaison for the District to District Staff, architects, construction service providers, construction firms, representatives of the Division of State Architect, California Department of Education, Office of Public School Construction, representatives of the three communities served by the District, the County of Los Angeles, other regional agencies, the Board of Education, and members of the public. Additional training will be provided by the district so that the successful candidate will be expected to manage all parts of the construction process including the preparation of construction documents, specifically front end documents, specifications, bid packages, bid advertisements, develop project estimates, budgets and timelines, provide assistance with project design development, track costs, participate in value engineering reviews and constructability reviews, conduct bid walks and bid openings, perform project management, complete project punch lists and supervise process leading to project completion and be responsible for project closeout. This individual will also assist in the application for funds from all sources and will support the information process required by those agencies involved in public works funding and/or regulation. The Project Inspector/Manager is aware of the District's Resolution 2021 Local Hire and Small Business Policy, its goals, and shall support the District in achieving these goals by informing all contractors and potential contractors of Resolution 2021. The district will provide the Resolution 2021 and all other pertinent information for review to the consultant to review at the commencement of this contract agreement.

The scope of services set forth in this section represents an outline of the services which the District anticipates the successful individual to perform. The precise scope of services will be directed by the Chief Finance Officer on an ongoing basis. The individual may suggest changes to the scope of services in order to achieve the District's objectives.

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF CHANGE ORDER NO. 3 WITH THE NAZERIAN GROUP FOR THE PASADENA HS-GYM & LOCKER ROOM RENOVATION PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves Change Order No. 3 with The Nazerian Group for the PHS Gym & Locker Room Renovation Project Bid No. 12-15/16 in the amount not to exceed of \$340,222.36

Anticipated Effect on Student Outcomes: Provides improvements to school facilities in support of 21st Century learning environments.

I. BACKGROUND

On November 16, 2016 The Pasadena Unified School District issued a Notice To Proceed to The Nazerian Group for the Pasadena High School Gym & Locker Room Renovation project Bid No. 12-15/16 in the total amount of \$13,797,123.00. There have been two previous change orders, which increased the contract amount to \$14,591,685.23.

II. STAFF ANALYSIS

District staff recommends the approval of Change Order No. 3 with The Nazerian Group for the PHS Gym & Locker Room Renovation Project in the amount not to exceed \$340,222.36. Change order NO.3 will bring the total change order percentage on this project to 8.22%. The new contract price including this change order will be \$14,931,907.59. See attached change order proposals back up justifying change order no. 3 from the Nazerian Group.

Attachments: Change Order No. 3

III. FISCAL IMPACT

Funds in an amount not to exceed \$340,222.36 are available in the Pasadena High School Priority No.2 Modernize Gymnasium complex TT Account. With this increase, the new balance will be \$1,212,207.72 in said account as of April 17, 2020.

Pasadena Unified School District
Board of Education Agenda: April 23, 2020
Submitted by: Nelson Cayabyab
Nelson M. Cayabyab, Chief Facilities Officer

Funding title code:

Name: Pasadena High School Priority No.2 Modernize Gymnasium complex
String: 21.1-95075.0-00000-85000-6270-0840000

Approved:

Brian O. McDonald, Ed.D.
Superintendent

Originator: Nelson M. Cayabyab, Chief Facilities Officer

CHANGE ORDER

Distribution to:

OWNER: ■ Pasadena Unified S.D.
ARCHITECT: ■ Scott Gaudineer
Flewelling & Moody
CONTRACTOR: ■ The Nazerian Group
INSPECTOR: ■ Donald Blayney

PROJECT: Modernization of Gym and Buildings 'R', 'S', and 'T' at**Pasadena High School**

2925 E. Sierra Madre Boulevard
Pasadena, CA 91107

Change Order No.....3**Date: March 26, 2020****District's Project No: 12-15/16****Architect's Project No: 2331.300****DSA Application No: 03-115817****DSA File No: 19-80****Contract Date: July 28, 2016****TO CONTRACTOR**

The Nazerian Group
16218 Ventura Blvd., Suite #7
Encino, CA 91436

You are directed to make the following changes in this Contract as described in 'ATTACHMENT 'A' on the attached pages for each item description of changes.

Not valid until signed by the Owner, Architect and Contractor. Signature of the Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum without Allowance	\$13,797,123.00
Original Allowance in Base Contract was (used previously in CO #1):	\$ 250,000.00
Amount remaining in Allowance to date is:	\$ 0.00
Net Change by previously authorized Change Orders:	\$ 794,562.23
The Contract Sum prior to this Change Order was:	\$14,591,685.23
The Contract Sum will be <u>increased</u> by this Change Order amount:	\$ 340,221.36
The new Contract Sum amount is:	\$14,931,906.59
The Contract Time will be <u>increased</u> by [0] Days per this Change Order.	

ARCHITECT

Flewelling & Moody
815 Colorado Blvd., Suite 200
Los Angeles, CA. 90041

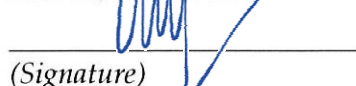


BY Scott Gaudineer, C-14211

DATE 3.26.2020

CONTRACTOR

The Nazerian Group
16218 Ventura Blvd., #7
Encino, CA 91436



BY Vartan Nazerian

DATE 03/27/2020

Authorized:

OWNER

Pasadena Unified School Dist.
351 South Hudson Avenue
Pasadena, CA 91109



BY Mr. Nelson Cayabyab

DATE _____

PASADENA HIGH SCHOOL
Gym Modernization Phase 1 / DSA 03-115817; File No. 19-80 (F&M 2331.300)
CHANGE ORDER #3

ATTACHMENT 'A'

Item No. 1

Description: Break, remove and haul concrete walkway, stairing and landing. ADD \$20,000.00
(Reference: COR #13)

Requested by: District

Reason: Existing walkway demolition was not part of the original scope of work and had accumulated extensive cracks during the last couple of years and required replacement.

Item No. 2

Description: Furnish and install CDX Plywood and subfloor at West wall due to water damage (approx. 400sf.). ADD \$6,000.00
(Reference: COR #23R1)

Requested by: District

Reason: Unforeseen condition. Existing sub-floor under existing exercise matt was damaged due to moisture from outside water penetration.

Item No. 3

Description: Furnish labor and material for the upgraded wall types that were clarified in RFI #79. The upgrade from wall type W05 to W06 was not included in the original proposal. ADD \$3,574.00
(Reference: COR #28)

Requested by: District

Reason: Due to some field revisions, some wall types had to be revised.

Item No. 4

Description: Saw-cut and clean around columns building 'S'. ADD \$10,000.00
(Reference: COR #39)

Requested by: District

Reason: Unforeseen condition. Existing floor slab sandwiched between upper columns and lower piers needed to be cleaned and removed.

Item No. 5

Description: Bodine BSL722 emergency LED drivers are not compatible with existing gymnasium lights, see RFI #137. ADD \$18,216.53
(Reference: COR #51R)

Requested by: District

Reason: Existing Gymnasium R lighting was not that old so it was not replaced with new lighting; however, specified lighting control had to be revised to accommodate existing lights.

PASADENA HIGH SCHOOL
Gym Modernization Phase 1 / DSA 03-115817; File No. 19-80 (F&M 2331.300)
CHANGE ORDER #3

Item No. 6

Description: Provided unnecessary extra rough slab under locker curbs beyond bonding agent manufacturer's requirement in response to disputed Deviation #5.
(Reference: COR #53)

ADD \$8,193.59

Requested by: District

Reason: Roughening of the slab for placement of new locker curbs was required. Level of roughening was not to IOR's satisfaction thereby requiring contractor to perform added work.

Item No. 7

Description: Additional saw-cutting at boys and girls lockers.
(Reference: COR #54)

ADD \$2,932.36

Requested by: District

Reason: Due to field conditions there were additional slab saw cuts required and performed to avoid future cracks.

Item No. 8

Description: Revise water heater pad.
(Reference: COR #55)

ADD \$1,400.00

Requested by: District

Reason: Due to field conditions water heater pad was poured separately and required additional rebar and thickness.

Item No. 9

Description: Adjust slope on storm drain at building 'S' and repair Roof drain line at building 'R'.
(Reference: COR #57)

ADD \$2,245.59

Requested by: District

Reason: Unforeseen conditions for repair or replacement of existing building utility lines that were to remain, but had to be replaced due to their current conditions.

Item No. 10

Description: Add new 4 tall cabinets WIC 402 in room S125 in accordance with CCD #2.
(Reference: COR #62)

ADD \$5,641.41

Requested by: District

Reason: Plan revisions required relocation and addition of some cabinets.

PASADENA HIGH SCHOOL
Gym Modernization Phase 1 / DSA 03-115817; File No. 19-80 (F&M 2331.300)
CHANGE ORDER #3

Item No. 11

Description: Add locks for all display cases in accordance with RFI #99R and Architect red lines.
(Reference: COR #63) ADD \$722.00

Requested by: District

Reason: There were no locks specified for glass display cabinets initially in the contract documents.

Item No. 12

Description: Per changes on CCD #6, Room S145, remove from scope; 1 upper cabinet, 1 base cabinet and related countertop.
(Reference: COR #64) DEDUCT -\$760.84

Requested by: District

Reason: Plan revisions required relocation and addition of some cabinets.

Item No. 13

Description: Furnish and install 3" roof and overflow drain system at building 'S' entry in accordance with RFI #227 and CCD 35B.
(Reference: COR #72) ADD \$6,000.00

Requested by: District

Reason: Plans indicated roof drain units; however, plumbing drawings did not have the drain lines shown.

Item No. 14

Description: Furnish and install shut off valve and pressure reducing Valve station in accordance with CCD 38B.
(Reference: COR #73) ADD \$30,206.69

Requested by: District

Reason: Existing building did not have a shut-off location that was easily accessible; therefore, new shut-off assembly was requested by District.

Item No. 15

Description: Changed connections at red brick wall, additional work.
(Reference: COR #74) ADD \$5,387.86

Requested by: District

Reason: Attachments to existing brick wall as originally approved by DSA deemed unacceptable by DSA Field Engineer; therefore, alternative attachment method had to be utilized.

PASADENA HIGH SCHOOL
Gym Modernization Phase 1 / DSA 03-115817; File No. 19-80 (F&M 2331.300)
CHANGE ORDER #3

Item No. 16

Description: Install 3 rings for PHS sign and add color concrete ADD \$6,000.00
Finishing and protecting surroundings in accordance with CCD 5.
(Reference: COR #82)

Requested by: District

Reason: Added design to entry plaza outside of building "R" to
address the existing sewer manhole cover.

Item No. 17

Description: Remove the originally designed drywall soffit around the DEDUCT -\$16,527.37
locker room skylights and add the newly shown framing
under the solar tube roof curb in accordance with CCD 37.
(Reference: COR #86R)

Requested by: District

Reason: Solatubes were implemented in-lieu of revamping existing
skylights to bring in natural light and save money.

Item No. 18

Description: Wrapping of waste pipe with sleeve and fittings. Taping ADD \$14,459.57
all seals and joints.
(Reference: COR #90)

Requested by: District

Reason: Unforeseen condition. Existing soil was found to be corrosive and required new
underground piping to be protected.

Item No. 19

Description: Sandblast south and west walls of building 'R'. Complete ADD \$23,912.12
Spot blast south of building 'S' east and west sides. Apply
3 coats of anti-graffiti on south and west walls of building 'R'.
Brick to be cleaned per specs before application.
(Reference: COR #93)

Requested by: District

Reason: Added scope to completely remove existing paint from brick
walls and graffiti under the paint. Not part of original bid
documents.

Item No. 20

Description: Erect structural supports in accordance with CCD 33. ADD \$38,088.00
(Reference: COR #95)

Requested by: District

Reason: DSA required resolution to support existing walls that were
cored for new HVAC piping. Due to tight spaces pipe holes
had to be cored closer thereby requiring additional supports
for exiting concrete and brick walls that were to remain.

PASADENA HIGH SCHOOL
Gym Modernization Phase 1 / DSA 03-115817; File No. 19-80 (F&M 2331.300)
CHANGE ORDER #3

Item No. 21

Description: Gym modifications in accordance with CCD 17. DEDUCT -\$8,343.45
(Reference: COR #104)

Requested by: District

Reason: Plan modifications were required due to unforeseen existing conditions.

Item No. 22

Description: Furnish labor and material for the modifications made ADD \$6,344.53
in the Revision 1 plan set.
(Reference: COR #107)

Requested by: District

Reason: Additional DSA required revisions to the already approved plans.

Item No. 23

Description: Furnish labor and material to remove the hat channel DEDUCT -\$14,948.00
framing for Tectum wall panels shown in wall type W10.
(Reference: COR #108)

Requested by: District

Reason: Value engineering to save costs. DSA CCD submittal process required and completed for approval.

Item No. 24

Description: Furnish cores for re-key at PHS per District direction. ADD \$4,707.80
Revise additional costs.
(Reference: COR #111R1)

Requested by: District

Reason: Hardware cores for re-key were requested by District.

Item No. 25

Description: Asbestos abatement monitoring services Building 'T' ADD \$3,949.56
Mezzanine, rooms T201 and T202.
(Reference: COR #112)

Requested by: District

Reason: Cost for monitoring service required for abatement process.

Item No. 26

Description: Building 'T' the Tectum is shown on the drawings to be ADD \$9,555.74
16' above the floor when in actuality it is 14', this requires
another row of Tectum which will be 43 pieces.
(Reference: COR #113)

Requested by: District

Reason: Additional row of tectum panels required due to existing field conditions.

PASADENA HIGH SCHOOL
Gym Modernization Phase 1 / DSA 03-115817; File No. 19-80 (F&M 2331.300)
CHANGE ORDER #3

Item No. 27

Description: Painting Gym ceiling deck in building 'T' with Dryfall flat, white crest DEW357, including Tectum wall panels. (Reference: COR #114) ADD \$9,159.69

Requested by: District

Reason: Better aesthetics. Painting of tectum panels was not part of original scope of work.

Item No. 28

Description: Gymnasium floor recoat and gamelines. (Reference: COR #115R1) ADD \$6,997.30

Requested by: District

Reason: Additional game lines required for added practice courts.

Item No. 29

Description: Lower VHR4 in accordance with CCD 22A. (Reference: COR #117) ADD \$4,516.76

Requested by: District

Reason: Lowering already installed VHR unit for easier future maintenance access.

Item No. 30

Description: Test existing backflow per the City. (Reference: COR #120) ADD \$1,450.91

Requested by: District

Reason: City of Pasadena requirements for new backflow unit connection.

Item No. 31

Description: New back boxes (28), speakers/clock combo wall units. (Reference: COR #122R1) ADD \$4,386.21

Requested by: District

Reason: Revision of originally specified units per District.

Item No. 32

Description: Re-locate two (2) practice backstops in the gym to other side of the beam. (Reference: COR #124R1) ADD \$16,514.14

Requested by: District

Reason: New practice backboards were installed in location of original removed backboards and per approved plans, but required relocation per District.

PASADENA HIGH SCHOOL
Gym Modernization Phase 1 / DSA 03-115817; File No. 19-80 (F&M 2331.300)
CHANGE ORDER #3

Item No. 33

Description: Provide Hazard testing per District direction. ADD \$15,044.47
(Reference: COR #125)

Requested by: District

Reason: Unforeseen condition required specific testing for cleanup and provide safety.

Item No. 34

Description: Relocated 6 fire sprinkler head equipment room #107. ADD \$2,471.77
Also add 3 sprinkler heads to the same room in accordance with CCD 51.
(Reference: COR #127)

Requested by: District

Reason: Additional sprinkler heads were required for adequate coverage due to field conditions needing to lower the new ceiling in the room with tall storage cabinets.

Item No. 35

Description: Install 12"x12" acoustic tile 264 sf. (8x33). ADD \$2,747.88
(Reference: COR #128)

Requested by: District

Reason: Existing old tiles were removed; however, existing wall surface behind the removed tiles was not finished adequately for exposed surface. New tiles were added to provide for better acoustic and finish appearance.

Item No. 36

Description: Provide temporary trailer with sanitary facilities. ADD \$18,673.03
Rental from 5/2018 to 10/20/19. Refer to CCD 6.
(Reference: COR #129)

Requested by: District

Reason: Trailer was needed for temporary facilities during construction period.

Item No. 37

Description: Change security cameras from VSGL per District direction. ADD \$4,304.38
(Reference: COR #131R)

Requested by: District

Reason: Revision of originally specified units per District.

PASADENA HIGH SCHOOL
Gym Modernization Phase 1 / DSA 03-115817; File No. 19-80 (F&M 2331.300)
CHANGE ORDER #3

Item No. 38

Description: Furnish labor and material to install a 1-hour shaftwall ceiling in stair T102 and T106 in accordance with CCD 140 and RFI #389R.
(Reference: COR #132) ADD \$7,679.70

Requested by: District

Reason: Unforeseen condition. Existing walls above existing ceiling did not provide adequate fire rated termination resulting in change of ceiling type during construction.

Item No. 39

Description: Furnish and install Rubber Vent Cove Base, black in Room #T-110 per RFI #413.
(Reference: COR #133R) ADD \$2,901.82

Requested by: District

Reason: Existing wall base had to be removed during construction. Due to some modifications within the room the existing base could not be salvaged.

Item No. 40

Description: Add eight (8) 'L' brackets at bottom of water heaters with 3/4" Hilti per RFI #359.
(Reference: COR #135) ADD \$2,275.90

Requested by: District

Reason: Per DSA Field Engineer field trip note, additional support brackets were required for the new water heaters in addition to DSA approved detail.

Item No. 41

Description: Enlarge concrete pads due to adding furred wall at lockers.
(Reference: COR #138) ADD \$8,169.42

Requested by: District

Reason: Revisions to original DSA approved plans at locations where lockers were to be installed against existing 12" brick walls. Additional furred walls were required in front of exiting brick walls for lockers backing thereby necessitating added width to locker base curbs.

Item No. 42

Description: Provide two (2) 20' storage containers and labor to move furniture from building 'T' to storage units.
(Reference: COR #147R1) ADD \$4,918.92

Requested by: District

Reason: Temporary storage facility for existing school equipment during construction period.

PASADENA HIGH SCHOOL
Gym Modernization Phase 1 / DSA 03-115817; File No. 19-80 (F&M 2331.300)
CHANGE ORDER #3

Item No. 43

Description: Cut and install louver in door at sound and data room in Building 'S'.
(Reference: COR #148) ADD \$735.79

Requested by: District

Reason: Plan modifications required additional louver to be provided in door.

Item No. 44

Description: Pump water from manhole to access wires and pull new wires between buildings 'A' and 'R'.
(Reference: COR #149) ADD \$640.57

Requested by: District

Reason: Existing manhole had water accumulated and needed to be drained prior to work being performed.

Item No. 45

Description: Prep floors in rooms T-102 and T-103.
(Reference: COR #150) ADD \$2,785.68

Requested by: District

Reason: Unforeseen condition. Existing sub-floor had damage and needed repair prior to receiving new sport flooring.

Item No. 46

Description: Paint two (2) inside shaft corners in dressing room T-110.
(Reference: COR #152) ADD \$1,700.25

Requested by: District

Reason: Required work not in the original scope of contract.

Item No. 47

Description: Install shoring at pool basement.
(Reference: COR #163) ADD \$30,606.77

Requested by: District

Reason: Poor existing structural condition required stabilization per DSA Field Engineer field trip note.

Item No. 48

Description: Install sheet metal cover at end of walkway canopy.
(Reference: COR #164) ADD \$981.06

Requested by: District

Reason: Required work not in the original scope of contract.

PASADENA HIGH SCHOOL
Gym Modernization Phase 1 / DSA 03-115817; File No. 19-80 (F&M 2331.300)
CHANGE ORDER #3

Item No. 49

Description: Temporary power to existing IDF in building 'T' per RFI #351. ADD \$930.59
(Reference: COR #182)

Requested by: District

Reason: To keep system active during construction period.

Item No. 50

Description: Addition of threshold on doors #R108A, R108B, R108C, ADD \$805.59
R108D in Gym building
(Reference: COR #206)

Requested by: District

Reason: Required work not in the original scope of contract.

Item No. 51

Description: Field inspection on fire doors building 'T', doors T201A, ADD \$1,865.07
T201B, T202, T203, and T204 per district request.
(Reference: COR #213)

Requested by: District

Reason: Existing rated doors required updated rating labels. Required work not in the original scope of contract.

TOTAL CHANGE ORDER AMOUNT: \$340,221.36

Time Extension added to the contract: '0' days

END OF DOCUMENT



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 127
Date: 11/12/2019

To: Flewelling-Moody	Date Response Is Required:
From: The Nazerian Group	Purchase Order No.:

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: Relocate 6 Fire Sprinkler Head Equipment Room #107. Also add 3 Sprinkler Heads to the same room.

Subcontractor Costs:

Work done for CCD #51

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.
APEX Fire Protection				

TOTALS
\$2,253.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$2,253.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	INCLUDED
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$135.18
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	\$2,388.18
K.	Insurance Rate:	2.00% \$47.76
L.	Bond Rate:	1.50% \$35.82
	TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):	\$2,471.77
	Total Added Days Duration Anticipated:	-2

Work not in critical path also could have been avoided with proper coordination

Issued by Contractor: <u>Greg Torosyan</u>	Greg Torosyan, PM	11/12/2019
	Name and Title (Printed)	Date

Approved by: _____	_____	_____
Signature	Name and Title (Printed)	Date

APPROVED FOR TOTAL \$2,471.77 AND "0" DAYS EXTENSION

Sam Sahand - F&M - 03/16/2020.



APEX FIRE PROTECTION

Job: Pasadena High School

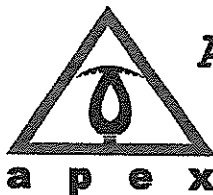
Tuesday, August 20, 2019

CO# 01
CCD - #51

Relocate 6 Fire Sprinkler Head Equipment Room #107. Also add 3 Sprinkler Head to the Same Room.

Material Breakdown w/ Tax	QTY	Per Item	Extended
Material	1	\$640.00	\$640.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
MATERIAL TOTAL			\$640.00
Labor Breakdown	HRS.	Rate Per Hour	Extended
Labor- General Foreman	0	\$111.62	\$0.00
LABOR- Foreman	8	\$103.91	\$831.28
Labor- Journeyman	0	\$98.17	\$0.00
Labor- Apprectice 1	0	\$42.81	\$0.00
Labor- Apprectice 2	0	\$44.70	\$0.00
Labor- Apprectice 3	0	\$47.53	\$0.00
Labor- Apprectice 4	8	\$49.74	\$397.92
Labor- Apprentice 5	0	\$58.88	\$0.00
Labor- Apprentice 6	0	\$61.71	\$0.00
Labor- Apprentice 7	0	\$66.44	\$0.00
INSPECTION/TESTING	0	\$120.00	\$0.00
TRAVEL EXPENSE - PER WORKER PER HR.	0	\$15.00	\$0.00
LABOR TOTAL			\$1,229.20
Equipment Breakdown			Extended
Backhoe & Operator - Per Hour	0	\$117.77	\$0.00
Rigit 300 @ \$124 per Day	0	\$124.00	\$0.00
19ft Scissor Lifts @ \$180 per Day	0	\$180.00	\$0.00
	0	\$0.00	\$0.00
EQUIPMENT TOTAL			\$0.00
Other Costs	QTY.	Rate Per Hour	Extended
T&M - ESTIMATING HOURS	0	\$95.00	\$0.00
DESIGN EXPENSE	0	\$160.00	\$0.00
PERMIT/PLAN CHECK	0	\$78.00	\$0.00
PROGRAMMING COST	0	\$140.00	\$0.00
PAYROLL DEP	0	\$98.00	\$0.00
ADMIN. FEE	0	\$95.00	\$0.00
SHOP - DELIVERY	0	\$48.00	\$0.00
FREIGHT	0	2.00%	\$0.00
WARRANTY ALLOWANCE - 5% of Material	\$640.00	5.00%	\$32.00
TOTAL OTHER EXPENSE(S)			\$32.00
AMOUNT(S)			
Material w/ Tax		9%	\$697.60
Labor		-	\$1,229.20
Equipment		-	\$0.00
Other Costs		-	\$32.00
Overhead & Profit		15%	\$293.82
GRAND TOTAL			\$2,253

FIRE SPRINKLERS SAVE LIVES AND PROPERTY



APEX FIRE PROTECTION

2155 VERDUGO BLVD. #220 MONTROSE, CA 91020
Tel (818) 957-3400 apexfireinc@yahoo.com Fax: (818) 957-3404

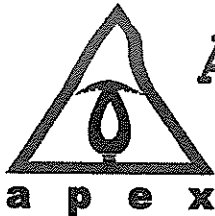
JOB INVOICE

CUSTOMERS ORDER NO.		DATE ORDERED
ORDER TAKEN BY		DATE PROMISED
BILL TO		PHONE
ADDRESS		MECHANIC
CITY		HELPER
JOB NAME AND LOCATION		
DESCRIPTION OF WORK		<input type="checkbox"/> DAY WORK
		<input type="checkbox"/> CONTRACT
		<input type="checkbox"/> EXTRA

#107. ALSO ADD 3 SPRINKLER HEAD SAME ROOM.
CCD #51.

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
27-0 FT.	1 SCH. 40 PIPE		
4	1in. 90 CAST IRON		
1	1in. T CAST IRON		
3	1x1/2 R.C. CAST IRON		
2	1in. HANGER 3/4		
6-0 FT.	3/8 ALLTRED ROD		
2	3/8 HILT1 ANCHOR		
2	L. BRAKET 3/4		
2	1/2 x 1 M.T.		
3	SPRINKLER HEAD 155° Q.R.		
9	401 ESCUSSION		

HOURS	LABOR	AMOUNT	TOTAL MATERIALS
8	FORMAN HERAIR @ 1		
	JOURNEYMAN @		TAX
8	APPRENTICE JARED @ 1		OTHER COSTS ()
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL LABOR	TOTAL LABOR
SIGNATURE		DATE COMPLETED	TOTAL



APEX FIRE PROTECTION

2155 VERDUGO BLVD. #220 MONTROSE, CA 91020
Tel (818) 957-3400 apexfireinc@yahoo.com Fax: (818) 957-3404

JOB INVOICE

BILL TO		CUSTOMERS ORDER NO.	DATE ORDERED
NAZERIAN GROUP			08.22.2019
ADDRESS		ORDER TAKEN BY	DATE PROMISED
16818 VENTURA BLV.			08.22.2019 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
CITY		PHONE	
ENCINO CA 91436		68181968.57.73	
JOB NAME AND LOCATION		MECHANIC	
PASADENA HIGH SCHOOL		HERAIR	
DESCRIPTION OF WORK		HELPER	
RELOCATE FIRE SPRINKLER HEAD GIRLS		JARED	
LOCKER ROOM BLD.S STORAGE ROOM#S. 124			
CCD # 51			

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
2	1 in. HANGER		
4-0 FT.	3/8 ALL TRED ROD		
2	3/8 L BRACKET		
2	3/8 ANCHOR		
4-0 FT.	1 in. SCH. 40 PIPE		

HOURS	LABOR	AMOUNT	TOTAL MATERIALS
8	FORMAN @	1	
	JOURNEYMAN @		
8	APPRENTICE @	1	
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL LABOR	TOTAL LABOR
SIGNATURE		DATE COMPLETED	TOTAL



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 128
Date: 11/19/2019

To: Flewelling-Moody	Date Response Is Required:
From: The Nazerian Group	Purchase Order No.:

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: installation of 12"x12" acoustic tile 264sq ft(8x33) *please see attached picture*

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.	TOTALS
Excel Acoustics, INC					\$2,504.68

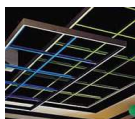
A.	TOTAL SUBCONTRACTOR COSTS:	\$2,504.68
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	INCLUDED
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$150.28
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	\$2,654.96
K.	Insurance Rate:	2.00% \$53.10
L.	Bond Rate:	1.50% \$39.82
	TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):	\$2,747.88
	Total Added Days Duration Anticipated:	2 0 DAYS - NOT IN CRITICAL PATH OF PROJECT FINISH

Issued by Contractor: <u>Greg Torosyan</u>	Greg Torosyan, PM	11/19/2019
	Name and Title (Printed)	Date

Approved by: _____	_____	_____
	Signature	Name and Title (Printed) Date

APPROVED FOR TOTAL \$2,747.88 AND NO ADDITIONAL EXTENSION DAYS TO CONTRACT.

Sam Sahand - F&M - 11/20/2019.



EXCEL ACOUSTICS, INC

357 N. Sheridan St. #116, Corona, CA 92880

Ph: 951-371-5500 Fax: 951-371-5519

License #724511

Date: 11/19/2019

Change Order # 21

CHANGE ORDER REQUEST

GENERAL: Nazerian
ATTN: Mike Morales

PROJECT: Pasadena High School

DESCRIPTION OF WORK: Supply and install tile 12x12 per Mike Morales

LABOR:		16 JM HRS @ \$ 75.50	\$	1208.00
MATERIAL:	Main Runner	- Ctns @ \$	-	\$ -
	Wall Angle	- Ctns @ \$	-	\$ -
	4' Tees	- Ctns @ \$	-	\$ -
	Ceiling Tile	7 Ctns @ \$	127.42	\$ 891.94
	2' Tees	0 Ctns @ \$	-	\$ -
			8.75% Tax:	\$ 78.04
			Labor and Material:	\$ 2,177.98
15%			O/h & Profit:	\$ 326.70
			TOTAL:	\$ 2,504.68

SUBMITTED BY:

PETE DOGGER
EXCEL ACOUSTICS, INC





THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 129
Date: 12/2/2019

To: Flewelling-Moody	Date Response Is Required:
From: The Nazerian Group	Purchase Order No.:

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: Provide temp. trailer (Rental 5/2018 - 10/2019) with sanitary facilities (service weekly) Disconnect water and power. (REFER BACK TO COP NO. 0006)

Subcontractor Costs:

(Provide Detailed Backup)

Item	Material	Labor	Equipment	Misc.	TOTALS
The Nazerian Group	SEE ATTCHED	SEE ATTCHED	SEE ATTCHED	SEE ATTCHED	\$15,688.33

A.	TOTAL SUBCONTRACTOR COSTS:	\$0.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	\$0.00
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$0.00
C.	General Contractor's Material:	SEE ATTCHED
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	SEE ATTCHED
F.	General Contractor's Equipment:	SEE ATTCHED
G.	General Contractor's Direct Expenses (C+D+E+F):	\$15,688.33
H.	Overhead & Profit:	\$2,353.25
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$18,041.58
J.	SUB-TOTAL (A+B+I):	\$18,041.58
K.	Insurance Rate:	2.00% \$360.83
L.	Bond Rate:	1.50% \$270.62
TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		\$18,673.03
Total Added Days Duration Anticipated:		0

Issued by Contractor:	<u>Eric Abolian</u>	Eric Abolian, Project ADMIN	12/2/2019
		Name and Title (Printed)	Date

Approved by:			
	Signature	Name and Title (Printed)	Date

APPROVED FOR TOTAL \$18,673.03

Sam Sahand - F&M - 12/06/2019



The Nazerian Group
16218 Ventura Boulevard, Suite 7
Tel: (818) 990-5115 Fax: (818) 986-1448
E-mail: sako@nazerian.net

PROPOSAL

PROPOSAL NO. 52171222019
DATE December 2, 2019
Re: Pasadena High School

TO: Pasadena Unified School District

ATTN: Pasadena High School
PROJECT:

JOB DESCRIPTION					
We propose to furnish all labor, material, and equipment to do the following.					
Provide temp. trailer (Rental 5/2018 - 10/2019) with sanitary facilities (service weekly) Disconnect water and power.					
ITEM	QTY	UNIT	DESCRIPTION	LINE ITEM	LINE TOTAL
1.00	8.00	hrs.	Electrician - Temp power disconnect	\$95.58	\$764.64
2.00	4.00	hrs.	Plumber - Temp water disconnect	\$98.94	\$395.76
3.00	1.00	Ls.	Trailer rental (Breakdown attached)	\$ 14,527.93	\$14,527.93
Sub-Total					\$15,688.33
Overhead and Profit				15.00%	\$2,353.25
TOTAL					\$18,041.58

Date	Invoice #	Vendor	Amount	
5/13/2018	502441238	ModSpace	\$	751.08
6/13/2018	502476800	ModSpace	\$	751.08
7/13/2018	502512776	ModSpace	\$	751.08
8/13/2018	502550734	ModSpace	\$	751.08
9/14/2018	502583672	ModSpace	\$	751.08
10/13/2018	502583672	ModSpace	\$	751.08
11/14/2018	502650898	ModSpace	\$	751.08
12/18/2019	502682231	ModSpace	\$	751.08
1/18/2019	6358266	Williams Scotsman	\$	751.08
2/18/2019	6449003	Williams Scotsman	\$	751.08
3/18/2019	6589195	Williams Scotsman	\$	751.08
4/18/2019	6678795	Williams Scotsman	\$	895.15
5/18/2019	6767351	Williams Scotsman	\$	895.15
6/18/2019	6855512	Williams Scotsman	\$	895.15
7/18/2019	6943825	Williams Scotsman	\$	895.15
8/18/2019	7032762	Williams Scotsman	\$	895.15
9/15/2019	7123190	Williams Scotsman	\$	895.15
10/18/2019	7210808	Williams Scotsman	\$	895.15
			\$	14,527.93



INVOICE

MODSPACE
1200 SWEDESFORD RD.
BERWYN, PA 19312

Return Service Requested

Remittance Section

Customer Number 1278842
Invoice Number 502441238
Invoice Date 05/13/2018
Due Date: **Due Upon Receipt**
Please Pay This Amount \$751.08

Amount Enclosed: \$ _____

Make Checks payable to Modular Space Corporation

The Nazerian Group
16218 VENTURA BLVD
SUITE 7
ENCINO, CALIFORNIA 91436

Modular Space Corporation
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Chicago, IL 606930126

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Customer Name:	The Nazerian Group	Total Base Charges:	\$694.12
Customer Number:	1278842	Total Taxes:	\$56.96
Invoice Number:	502441238	Total Due:	\$751.08
ModSpace Tax ID:	54-1375284		

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Project# : Pasadena HS Modernization Contact : Greg . Location : Pasadena High School, 2925 E. Sierra Madre Blvd., Pasadena, Los Angeles, CA, 91107, United States Asset(s) : 164654 Single 10 wide - 10 x 44 05001047S27783 Insurance US-Damage Waiver Insurance US-Opt Gen'l Liab VAP Rental-Sanitary Waste Tank Rental-Steps	1569975	PHS002	05/18/2018 - 06/17/2018			
				75.00	0.00	75.00
				19.50	0.00	19.50
				287.50	27.31	314.81
				34.50	3.27	37.77



Customer Number: 1278842
Invoice Number: 502441238

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Rental-Personal Property Exp				9.67	0.92	10.59
Rental				267.95	25.46	293.41
Pre-Tax Sub Total				\$694.12		
CA- State Tax : 6.000%					\$35.97	
County Tax : 1.250%					\$7.50	
District Tax : 2.250%					\$13.49	
PLEASE PAY THIS AMOUNT						\$751.08



INVOICE

MODSPACE
1200 SWEDESFORD RD.
BERWYN, PA 19312

Return Service Requested

Remittance Section

Customer Number 1278842
Invoice Number 502476800
Invoice Date 06/13/2018
Due Date: **Due Upon Receipt**
Please Pay This Amount \$751.08

Amount Enclosed: \$ _____

Make Checks payable to Modular Space Corporation

The Nazerian Group
16218 VENTURA BLVD
SUITE 7
ENCINO,CALIFORNIA 91436

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Customer Name:	The Nazerian Group	Total Base Charges:	\$694.12
Customer Number:	1278842	Total Taxes:	\$56.96
Invoice Number:	502476800	Total Due:	\$751.08
ModSpace Tax ID:	54-1375284		

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Project# : Pasadena HS Modernization Contact : Greg . Location : Pasadena High School, 2925 E. Sierra Madre Blvd.,Pasadena,Los Angeles,CA,91107,United States Asset(s) : 164654 Single 10 wide - 10 x 44 05001047S27783 Insurance US-Damage Waiver Insurance US-Opt Gen'l Liab VAP Rental-Sanitary Waste Tank Rental-Steps	1569975	PHS002	06/18/2018 - 07/17/2018			
				75.00	0.00	75.00
				19.50	0.00	19.50
				287.50	27.31	314.81
				34.50	3.27	37.77



Customer Number: 1278842

Invoice Number: 502476800

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Rental-Personal Property Exp				9.67	0.92	10.59
Rental				267.95	25.46	293.41
Pre-Tax Sub Total				\$694.12		
CA- State Tax : 6.000%					\$35.97	
County Tax : 1.250%					\$7.50	
District Tax : 2.250%					\$13.49	
PLEASE PAY THIS AMOUNT						\$751.08



INVOICE

MODSPACE
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BERWYN, PA 19312

Return Service Requested

Remittance Section

Customer Number 1278842
Invoice Number 502512776
Invoice Date 07/13/2018
Due Date: **Due Upon Receipt**
Please Pay This Amount \$751.08

Amount Enclosed: \$ _____

Make Checks payable to Modular Space Corporation

The Nazerian Group
16218 VENTURA BLVD
SUITE 7
ENCINO, CALIFORNIA 91436

Modular Space Corporation
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Chicago, IL 606930126

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Customer Name:	The Nazerian Group	Total Base Charges:	\$694.12
Customer Number:	1278842	Total Taxes:	\$56.96
Invoice Number:	502512776	Total Due:	\$751.08
ModSpace Tax ID:	54-1375284		

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Project# : Pasadena HS Modernization Contact : Greg . Location : Pasadena High School, 2925 E. Sierra Madre Blvd., Pasadena, Los Angeles, CA, 91107, United States Asset(s) : 164654 Single 10 wide - 10 x 44 05001047S27783 Insurance US-Damage Waiver Insurance US-Opt Gen'l Liab VAP Rental-Sanitary Waste Tank Rental-Steps	1569975	PHS002	07/18/2018 - 08/17/2018			
				75.00	0.00	75.00
				19.50	0.00	19.50
				287.50	27.31	314.81
				34.50	3.27	37.77



Customer Number: 1278842

Invoice Number: 502512776

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Rental-Personal Property Exp				9.67	0.92	10.59
Rental				267.95	25.46	293.41
Pre-Tax Sub Total				\$694.12		
CA- State Tax : 6.000%					\$35.97	
County Tax : 1.250%					\$7.50	
District Tax : 2.250%					\$13.49	
PLEASE PAY THIS AMOUNT						\$751.08



INVOICE

MODSPACE
1200 SWEDESFORD RD.
BERWYN, PA 19312

Return Service Requested

Remittance Section

Customer Number 1278842
Invoice Number 502550734
Invoice Date 08/15/2018
Due Date: **Due Upon Receipt**
Please Pay This Amount \$751.08

Amount Enclosed: \$ _____

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The Nazerian Group
16218 VENTURA BLVD
SUITE 7
ENCINO,CALIFORNIA 91436

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Customer Name:	The Nazerian Group	Total Base Charges:	\$694.12
Customer Number:	1278842	Total Taxes:	\$56.96
Invoice Number:	502550734	Total Due:	\$751.08
ModSpace Tax ID:	54-1375284		

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Project# : Pasadena HS Modernization Contact : Greg . Location : Pasadena High School, 2925 E. Sierra Madre Blvd.,Pasadena,Los Angeles,CA,91107,United States Asset(s) : 164654 Single 10 wide - 10 x 44 05001047S27783 Insurance US-Damage Waiver Insurance US-Opt Gen'l Liab VAP Rental-Sanitary Waste Tank Rental-Steps	1569975	PHS002	08/18/2018 - 09/17/2018			
				75.00	0.00	75.00
				19.50	0.00	19.50
				287.50	27.31	314.81
				34.50	3.27	37.77



Customer Number: 1278842
Invoice Number: 502550734

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Rental-Personal Property Exp				9.67	0.92	10.59
Rental				267.95	25.46	293.41
Pre-Tax Sub Total				\$694.12		
CA- State Tax : 6.000%					\$35.97	
County Tax : 1.250%					\$7.50	
District Tax : 2.250%					\$13.49	
PLEASE PAY THIS AMOUNT						\$751.08



INVOICE

MODSPACE
1200 SWEDESFORD RD.
BERWYN, PA 19312

Return Service Requested

Remittance Section

Customer Number 1278842
Invoice Number 502583672
Invoice Date 09/14/2018
Due Date: **Due Upon Receipt**
Please Pay This Amount \$751.08

Amount Enclosed: \$ _____

Make Checks payable to Modular Space Corporation

The Nazerian Group
16218 VENTURA BLVD
SUITE 7
ENCINO,CALIFORNIA 91436

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Customer Name:	The Nazerian Group	Total Base Charges:	\$694.12
Customer Number:	1278842	Total Taxes:	\$56.96
Invoice Number:	502583672	Total Due:	\$751.08
ModSpace Tax ID:	54-1375284		

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Project# : Pasadena HS Modernization Contact : Greg . Location : Pasadena High School, 2925 E. Sierra Madre Blvd.,Pasadena,Los Angeles,CA,91107,United States Asset(s) : 164654 Single 10 wide - 10 x 44 05001047S27783 Insurance US-Damage Waiver Insurance US-Opt Gen'l Liab VAP Rental-Sanitary Waste Tank Rental-Steps	1569975	PHS002	09/18/2018 - 10/17/2018			
				75.00	0.00	75.00
				19.50	0.00	19.50
				287.50	27.31	314.81
				34.50	3.27	37.77



Customer Number: 1278842

Invoice Number: 502583672

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Rental-Personal Property Exp				9.67	0.92	10.59
Rental				267.95	25.46	293.41
Pre-Tax Sub Total				\$694.12		
CA- State Tax : 6.000%					\$35.97	
County Tax : 1.250%					\$7.50	
District Tax : 2.250%					\$13.49	
PLEASE PAY THIS AMOUNT						\$751.08



INVOICE

MODSPACE
1200 SWEDESFORD RD.
BERWYN, PA 19312

Return Service Requested

Remittance Section

Customer Number 1278842
Invoice Number 502618536
Invoice Date 10/13/2018
Due Date: **Due Upon Receipt**
Please Pay This Amount \$751.08

Amount Enclosed: \$ _____

Make Checks payable to Modular Space Corporation

The Nazerian Group
16218 VENTURA BLVD
SUITE 7
ENCINO,CALIFORNIA 91436

Modular Space Corporation
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Customer Name:	The Nazerian Group	Total Base Charges:	\$694.12
Customer Number:	1278842	Total Taxes:	\$56.96
Invoice Number:	502618536	Total Due:	\$751.08
ModSpace Tax ID:	54-1375284		

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Project# : Pasadena HS Modernization Contact : Greg . Location : Pasadena High School, 2925 E. Sierra Madre Blvd.,Pasadena,Los Angeles,CA,91107,United States Asset(s) : 164654 Single 10 wide - 10 x 44 05001047S27783 Insurance US-Damage Waiver Insurance US-Opt Gen'l Liab VAP Rental-Sanitary Waste Tank Rental-Steps	1569975	PHS002	10/18/2018 - 11/17/2018			
				75.00	0.00	75.00
				19.50	0.00	19.50
				287.50	27.31	314.81
				34.50	3.27	37.77



Customer Number: 1278842

Invoice Number: 502618536

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Rental-Personal Property Exp				9.67	0.92	10.59
Rental				267.95	25.46	293.41
Pre-Tax Sub Total				\$694.12		
CA- State Tax : 6.000%					\$35.97	
County Tax : 1.250%					\$7.50	
District Tax : 2.250%					\$13.49	
PLEASE PAY THIS AMOUNT						\$751.08



INVOICE

MODSPACE
1200 SWEDESFORD RD.
BERWYN, PA 19312

Return Service Requested

Remittance Section

Customer Number 1278842
Invoice Number 502650898
Invoice Date 11/14/2018
Due Date: **Due Upon Receipt**
Please Pay This Amount \$751.08

Amount Enclosed: \$ _____

Make Checks payable to Modular Space Corporation

The Nazerian Group
16218 VENTURA BLVD
SUITE 7
ENCINO, CALIFORNIA 91436

Modular Space Corporation
12603 Collections Center Drive
Chicago, IL 606930126

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Customer Name:	The Nazerian Group	Total Base Charges:	\$694.12
Customer Number:	1278842	Total Taxes:	\$56.96
Invoice Number:	502650898	Total Due:	\$751.08
ModSpace Tax ID:	54-1375284		

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Project# : Pasadena HS Modernization Contact : Greg . Location : Pasadena High School, 2925 E. Sierra Madre Blvd., Pasadena, Los Angeles, CA, 91107, United States Asset(s) : 164654 Single 10 wide - 10 x 44 05001047S27783 Insurance US-Damage Waiver Insurance US-Opt Gen'l Liab VAP Rental-Sanitary Waste Tank Rental-Steps	1569975	PHS002	11/18/2018 - 12/17/2018			
				75.00	0.00	75.00
				19.50	0.00	19.50
				287.50	27.31	314.81
				34.50	3.27	37.77



Customer Number: 1278842
Invoice Number: 502650898

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Rental-Personal Property Exp				9.67	0.92	10.59
Rental				267.95	25.46	293.41
Pre-Tax Sub Total				\$694.12		
CA- State Tax : 6.000%					\$35.97	
County Tax : 1.250%					\$7.50	
District Tax : 2.250%					\$13.49	
PLEASE PAY THIS AMOUNT						\$751.08



INVOICE

MODSPACE
1200 SWEDESFORD RD.
BERWYN, PA 19312

Return Service Requested

Remittance Section

Customer Number 1278842
Invoice Number 502682231
Invoice Date 12/18/2018
Due Date: **Due Upon Receipt**
Please Pay This Amount \$751.08

Amount Enclosed: \$ _____

Make Checks payable to Modular Space Corporation

The Nazerian Group
16218 VENTURA BLVD
SUITE 7
ENCINO, CALIFORNIA 91436

Modular Space Corporation
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Customer Name:	The Nazerian Group	Total Base Charges:	\$694.12
Customer Number:	1278842	Total Taxes:	\$56.96
Invoice Number:	502682231	Total Due:	\$751.08
ModSpace Tax ID:	54-1375284		

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Project# : Pasadena HS Modernization Contact : Greg . Location : Pasadena High School, 2925 E. Sierra Madre Blvd., Pasadena, Los Angeles, CA, 91107, United States Asset(s) : 164654 Single 10 wide - 10 x 44 05001047S27783 Insurance US-Damage Waiver Insurance US-Opt Gen'l Liab VAP Rental-Sanitary Waste Tank Rental-Steps	1569975	PHS002	12/18/2018 - 01/17/2019			
				75.00	0.00	75.00
				19.50	0.00	19.50
				287.50	27.31	314.81
				34.50	3.27	37.77



Customer Number: 1278842

Invoice Number: 502682231

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL
Rental-Personal Property Exp				9.67	0.92	10.59
Rental				267.95	25.46	293.41
Pre-Tax Sub Total				\$694.12		
CA- State Tax : 6.000%					\$35.97	
County Tax : 1.250%					\$7.50	
District Tax : 2.250%					\$13.49	
PLEASE PAY THIS AMOUNT						\$751.08

INVOICE



Corporate Operations
901 S. Bond Street, Suite 600
Baltimore, MD 21231-3357

Invoice #	Amount Due	Due Date
6358266	\$751.08	Upon Receipt
PLEASE REMIT PAYMENT VIA ACH OR GO TO BILLTRUST: http://willscot.billtrust.com		Amount Enclosed

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CHICAGO, IL 60693-1975

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should be directed to:



Williams Scotsman
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

888-378-9084

Invoice Date:	01/18/2019	Unit Location
Invoice #:	6358266	The Nazerian Group PASADENA HIGH SCHOOL 2925 E. SIERRA MADRE BLVD. PASADENA, CA 91107
Due Date:	Upon Receipt	
Customer #:	20874733	Purchasing Agent
PHS002		Greg .

www.willscot.com

Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
Welcome to Williams Scotsman! To learn more visit willscot.com and click on the ModSpace Customer Support banner at the top of the page.			
MDS-164654	01/18/19 THRU 02/17/19	RENT MOBILE OFFICE CONTRACT NO: 1569975 PROJECT NAME: PASADENA HS MODERNIZATION MODSPACE UNIT # 164654 STEP RENTAL 2@\$17.25 VAP RENTAL-SANITARY WASTE TANK INSURANCE US-DAMAGE WAIVER INSURANCE US-OPT GEN'L LIAB RENTAL-PERSONAL PROPERTY EXP SALES TAX CURRENT INVOICE AMOUNT DUE:	\$267.95 \$34.50 \$287.50 \$75.00 \$19.50 \$9.67 \$56.96 \$751.08
<div><p>An ALGECO SCOTSMAN Company</p></div> <div>Easily view, search, and pay your bills anytime, anywhere. Sign up and activate your account today! http://willscot.billtrust.com</div> <div></div>			
TO VIEW AND PAY ONLINE GO TO:		http://willscot.billtrust.com	USE THIS ENROLLMENT TOKEN: QSM RWW SFM

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Invoice #	Amount Due	Due Date
6449003	\$751.08	Upon Receipt
PLEASE REMIT PAYMENT VIA ACH OR GO TO BILLTRUST: http://willscot.billtrust.com	Amount Enclosed	



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SCOTSMAN

Invoice Date:	02/18/2019	Unit Location
Invoice #:	6449003	The Nazerian Group PASADENA HIGH SCHOOL 2925 E. SIERRA MADRE BLVD. PASADENA, CA 91107
Due Date:	Upon Receipt	
Customer #:	20874733	Purchasing Agent
PHS002		Greg .

Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
When paying multiple invoices, please enclose all remittance forms or a list of all dollar amounts paid on each invoice number to assure accurate timely application of payment. Billing questions may be emailed to: customerassistance@willscot.com			
MDS-164654	02/18/19 THRU 03/17/19	RENT MOBILE OFFICE CONTRACT NO: 1569975 PROJECT NAME: PASADENA HS MODERNIZATION MODSPACE UNIT # 164654 STEP RENTAL 2@\$17.25 VAP RENTAL-SANITARY WASTE TANK INSURANCE US-DAMAGE WAIVER INSURANCE US-OPT GEN'L LIAB RENTAL-PERSONAL PROPERTY EXP SALES TAX CURRENT INVOICE AMOUNT DUE:	\$267.95 \$751.08
<div style="display: flex; justify-content: space-between; align-items: center;">  <div style="text-align: center;"> <p>Easily view, search, and pay your bills anytime, anywhere. Sign up and activate your account today! http://willscot.billtrust.com.</p> </div>  </div>			
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Invoice #	Amount Due	Due Date
6589195	\$751.08	Upon Receipt
PLEASE REMIT PAYMENT VIA ACH OR GO TO BILLTRUST: http://willscot.billtrust.com		Amount Enclosed

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16218 VENTURA BLVD STE 7
ENCINO CA 91436-4626

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should be directed to:

Williams Scotsman
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

888-378-9084

Invoice Date:	03/18/2019	Unit Location
Invoice #:	6589195	The Nazerian Group PASADENA HIGH SCHOOL 2925 E. SIERRA MADRE BLVD. PASADENA, CA 91107
Due Date:	Upon Receipt	
Customer #:	20874733	Purchasing Agent
PHS002		Greg .

www.willscot.com

Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
Effective with your next invoice, the Rental Rate for your Equipment will be increased to reflect prevailing market conditions and costs as defined in your Lease Agreement.			
MDS-164654	03/18/19 THRU 04/17/19	RENT MOBILE OFFICE CONTRACT NO: 1569975 PROJECT NAME: PASADENA HS MODERNIZATION MODSPACE UNIT # 164654 STEP RENTAL 2@\$17.25 VAP RENTAL-SANITARY WASTE TANK INSURANCE US-DAMAGE WAIVER INSURANCE US-OPT GEN'L LIAB RENTAL-PERSONAL PROPERTY EXP SALES TAX	\$267.95 \$34.50 \$287.50 \$75.00 \$19.50 \$9.67 \$56.96
CURRENT INVOICE AMOUNT DUE:			\$751.08

OPEN INVOICE(S) as of 03/18/2019

Due Date	Invoice #	Open Amount
02/18/2019	6449003	\$751.08



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Corporate Operations
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Baltimore, MD 21231-3357

Invoice #	Amount Due	Due Date
6678795	\$895.15	Upon Receipt
PLEASE REMIT PAYMENT VIA ACH OR GO TO BILLTRUST: http://willscot.billtrust.com		Amount Enclosed

Do not include correspondence with your remittance. Correspondence should be directed to the Williams Scotsman Branch address indicated below.

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16218 VENTURA BLVD STE 7
ENCINO CA 91436-4626

Go paperless by paying via ACH or remit payment to:
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should be directed to:

Williams Scotsman
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

888-378-9084

Invoice Date:	04/18/2019	Unit Location
Invoice #:	6678795	The Nazerian Group PASADENA HIGH SCHOOL 2925 E. SIERRA MADRE BLVD. PASADENA, CA 91107
Due Date:	Upon Receipt	
Customer #:	20874733	Purchasing Agent
PHS002		Greg .

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Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
This invoice reflects the Rental Rate increase that was noted on your last invoice.			
MDS-164654	04/18/19 THRU 05/17/19	RENT MOBILE OFFICE CONTRACT NO: 1569975 PROJECT NAME: PASADENA HS MODERNIZATION MODSPACE UNIT # 164654 STEP RENTAL 2@\$25 VAP RENTAL-SANITARY WASTE TANK INSURANCE US-DAMAGE WAIVER INSURANCE US-OPT GEN'L LIAB RENTAL-PERSONAL PROPERTY EXP SALES TAX	\$321.54 \$50.00 \$345.00 \$75.00 \$19.50 \$9.67 \$74.44
CURRENT INVOICE AMOUNT DUE:			\$895.15

OPEN INVOICE(S) as of 04/18/2019

Due Date	Invoice #	Open Amount
02/18/2019	6449003	\$751.08
03/18/2019	6589195	\$751.08



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Invoice #	Amount Due	Due Date
6767351	\$895.15	Upon Receipt
PLEASE REMIT PAYMENT VIA ACH OR GO TO BILLTRUST: http://willscot.billtrust.com	Amount Enclosed	

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Invoice Date:	05/18/2019	Unit Location
Invoice #:	6767351	The Nazerian Group PASADENA HIGH SCHOOL 2925 E. SIERRA MADRE BLVD. PASADENA, CA 91107
Due Date:	Upon Receipt	
Customer #:	20874733	Purchasing Agent
PHS002		Greg .

Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
Auto-Pay is now available at http://willscot.billtrust.com (USD accounts) and http://willscotca.billtrust.com (CAD accounts), eliminating the need to log into the WillScot payment portal each month to pay new invoices. Set up recurring ACH or credit card payments today; it's fast, simple and free of charge!			
MDS-164654	05/18/19 THRU 06/17/19	RENT MOBILE OFFICE CONTRACT NO: 1569975 PROJECT NAME: PASADENA HS MODERNIZATION MODSPACE UNIT # 164654 STEP RENTAL 2@\$25 VAP RENTAL-SANITARY WASTE TANK INSURANCE US-DAMAGE WAIVER INSURANCE US-OPT GEN'L LIAB RENTAL-PERSONAL PROPERTY EXP SALES TAX CURRENT INVOICE AMOUNT DUE:	\$321.54 \$50.00 \$345.00 \$75.00 \$19.50 \$9.67 \$74.44 \$895.15
OPEN INVOICE(S) as of 05/18/2019			
Due Date	Invoice #	Open Amount	
02/18/2019	6449003	\$751.08	
03/18/2019	6589195	\$751.08	
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Invoice #	Amount Due	Due Date
6855512	\$895.15	Upon Receipt
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11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

888-378-9084

Invoice Date:	06/18/2019	Unit Location
Invoice #:	6855512	The Nazerian Group PASADENA HIGH SCHOOL 2925 E. SIERRA MADRE BLVD. PASADENA, CA 91107
Due Date:	Upon Receipt	
Customer #:	20874733	Purchasing Agent
PHS002		Greg .

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Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
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MDS-164654	06/18/19 THRU 07/17/19	RENT MOBILE OFFICE CONTRACT NO: 1569975 PROJECT NAME: PASADENA HS MODERNIZATION MODSPACE UNIT # 164654 STEP RENTAL 2@\$25 VAP RENTAL-SANITARY WASTE TANK INSURANCE US-DAMAGE WAIVER INSURANCE US-OPT GEN'L LIAB RENTAL-PERSONAL PROPERTY EXP SALES TAX CURRENT INVOICE AMOUNT DUE:	\$321.54 \$50.00 \$345.00 \$75.00 \$19.50 \$9.67 \$74.44 \$895.15
<div><p> Easily view, search, and pay your bills anytime, anywhere. Sign up and activate your account today! http://willscot.billtrust.com.</p></div>			
TO VIEW AND PAY ONLINE GO TO:		http://willscot.billtrust.com	USE THIS ENROLLMENT TOKEN: QSM RWW SFM

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Baltimore, MD 21231-3357

Invoice #	Amount Due	Due Date
6943825	\$895.15	Upon Receipt
PLEASE REMIT PAYMENT VIA ACH OR GO TO BILLTRUST: http://willscot.billtrust.com		Amount Enclosed

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Santa Fe Springs, CA 90670-4628

888-378-9084

Invoice Date:	07/18/2019	Unit Location
Invoice #:	6943825	The Nazerian Group PASADENA HIGH SCHOOL 2925 E. SIERRA MADRE BLVD. PASADENA, CA 91107
Due Date:	Upon Receipt	
Customer #:	20874733	Purchasing Agent
PHS002		Greg .

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Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
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MDS-164654	07/18/19 THRU 08/17/19	RENT MOBILE OFFICE CONTRACT NO: 1569975 PROJECT NAME: PASADENA HS MODERNIZATION MODSPACE UNIT # 164654 STEP RENTAL 2@\$25 VAP RENTAL-SANITARY WASTE TANK INSURANCE US-DAMAGE WAIVER INSURANCE US-OPT GEN'L LIAB RENTAL-PERSONAL PROPERTY EXP SALES TAX CURRENT INVOICE AMOUNT DUE:	\$321.54 \$50.00 \$345.00 \$75.00 \$19.50 \$9.67 \$74.44 \$895.15
OPEN INVOICE(S) as of 07/18/2019			
<u>Due Date</u>	<u>Invoice #</u>	<u>Open Amount</u>	
06/18/2019	6855512	\$895.15	
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Corporate Operations
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Invoice #	Amount Due	Due Date
7032762	\$895.15	Upon Receipt
PLEASE REMIT PAYMENT VIA ACH OR GO TO BILLTRUST: http://willscot.billtrust.com		Amount Enclosed

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ENCINO, CA 91436

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11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

888-378-9084

Invoice Date:	08/18/2019	Unit Location
Invoice #:	7032762	The Nazerian Group PASADENA HIGH SCHOOL 2925 E. SIERRA MADRE BLVD. PASADENA, CA 91107
Due Date:	Upon Receipt	
Customer #:	20874733	Purchasing Agent
PHS002		Greg .

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Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
Auto-Pay is now available at http://willscot.billtrust.com (USD accounts) and http://willscotca.billtrust.com (CAD accounts), eliminating the need to log into the WillScot payment portal each month to pay new invoices. Set up recurring ACH or credit card payments today; it's fast, simple and free of charge!			
MDS-164654	08/18/19 THRU 09/17/19	RENT MOBILE OFFICE CONTRACT NO: 1569975 PROJECT NAME: PASADENA HS MODERNIZATION MODSPACE UNIT # 164654 STEP RENTAL 2@\$25 VAP RENTAL-SANITARY WASTE TANK INSURANCE US-DAMAGE WAIVER INSURANCE US-OPT GEN'L LIAB RENTAL-PERSONAL PROPERTY EXP SALES TAX CURRENT INVOICE AMOUNT DUE:	\$321.54 \$50.00 \$345.00 \$75.00 \$19.50 \$9.67 \$74.44 \$895.15
OPEN INVOICE(S) as of 08/18/2019			
<u>Due Date</u>	<u>Invoice #</u>	<u>Open Amount</u>	
07/18/2019	6943825	\$895.15	
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Invoice #	Amount Due	Due Date
7123190	\$895.15	Upon Receipt
PLEASE REMIT PAYMENT VIA ACH OR GO TO BILLTRUST: http://willscot.billtrust.com		Amount Enclosed

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7123190

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Williams Scotsman
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

888-378-9084

Invoice Date:	09/18/2019	Unit Location
Invoice #:	7123190	The Nazerian Group PASADENA HIGH SCHOOL 2925 E. SIERRA MADRE BLVD. PASADENA, CA 91107
Due Date:	Upon Receipt	
Customer #:	20874733	Purchasing Agent
PHS002		Greg .

www.willscot.com

Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
Auto-Pay is now available at http://willscot.billtrust.com (USD accounts) and http://willscotca.billtrust.com (CAD accounts), eliminating the need to log into the WillScot payment portal each month to pay new invoices. Set up recurring ACH or credit card payments today; it's fast, simple and free of charge!			
MDS-164654	09/18/19 THRU 10/17/19	RENT MOBILE OFFICE CONTRACT NO: 1569975 PROJECT NAME: PASADENA HS MODERNIZATION MODSPACE UNIT # 164654 STEP RENTAL 2@\$25 VAP RENTAL-SANITARY WASTE TANK INSURANCE US-DAMAGE WAIVER INSURANCE US-OPT GEN'L LIAB RENTAL-PERSONAL PROPERTY EXP SALES TAX	\$321.54 \$50.00 \$345.00 \$75.00 \$19.50 \$9.67 \$74.44
CURRENT INVOICE AMOUNT DUE:			\$895.15
OPEN INVOICE(S) as of 09/18/2019			
Due Date	Invoice #	Open Amount	
07/18/2019	6943825	\$895.15	
08/18/2019	7032762	\$895.15	
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PO BOX 91975
CHICAGO, IL 60693-1975

Invoice #	Amount Due	Due Date
7210808	\$895.15	Upon Receipt
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Williams Scotsman
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

888-378-9084

Invoice Date:	10/18/2019	Unit Location
Invoice #:	7210808	The Nazerian Group PASADENA HIGH SCHOOL 2925 E. SIERRA MADRE BLVD. PASADENA, CA 91107
Due Date:	Upon Receipt	
Customer #:	20874733	Purchasing Agent
PHS002		Greg .

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Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
Auto-Pay is now available at http://willscot.billtrust.com (USD accounts) and http://willscotca.billtrust.com (CAD accounts), eliminating the need to log into the WillScot payment portal each month to pay new invoices. Set up recurring ACH or credit card payments today; it's fast, simple and free of charge!			
MDS-164654	10/18/19 THRU 11/17/19	RENT MOBILE OFFICE CONTRACT NO: 1569975 PROJECT NAME: PASADENA HS MODERNIZATION MODSPACE UNIT # 164654 STEP RENTAL 2@\$25 VAP RENTAL-SANITARY WASTE TANK INSURANCE US-DAMAGE WAIVER INSURANCE US-OPT GEN'L LIAB RENTAL-PERSONAL PROPERTY EXP SALES TAX CURRENT INVOICE AMOUNT DUE:	\$321.54 \$50.00 \$345.00 \$75.00 \$19.50 \$9.67 \$74.44 \$895.15
<div style="display: flex; justify-content: space-between; align-items: center;">  <div style="text-align: center;"> <p>Easily view, search, and pay your bills anytime, anywhere. Sign up and activate your account today! http://willscot.billtrust.com.</p> </div>  </div> <p>An ALGECO SCOTSMAN Company</p>			
TO VIEW AND PAY ONLINE GO TO:		http://willscot.billtrust.com	USE THIS ENROLLMENT TOKEN: OSM RWW SEM

Late fee of 1 1/2% per month on all past due accounts. A \$30.00 fee will be charged for any returned checks.



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

To: Flewelling-Moody	Date Response Is Required:
From: The Nazerian Group	Purchase Order No.: 131 R

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: *Per district request, Changing security camera's from VSGI*

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.	TOTALS
Checkpoint Communications INC					\$4,158.82

A.	TOTAL SUBCONTRACTOR COSTS:	\$4,158.82
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	\$0.00
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$0.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	\$4,158.82
K.	Insurance Rate:	2.00% \$83.18
L.	Bond Rate:	1.50% \$62.38
	TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):	\$4,304.38
	Total Added Days Duration Anticipated:	0

Issued by Contractor: <u><i>Eric Abolian</i></u>	Eric Abolian, Project ADMIN	12/19/2019
	Name and Title (Printed)	Date

Approved by: _____	_____	_____
	Signature	Name and Title (Printed) Date

APPROVED FOR TOTAL \$4,304.38

Sam Sahand - F&M - 12/20/2019.



December 18, 2019

Reference # 17-1042C-9

Project Price Quotation

Pasadena High School Gym

Change Order #9

Attn: ESTIMATING

Checkpoint Communications is providing a price quotation per the items listed below.

(Any **exclusions**, **conditions** and **notes** listed below are part of this price quotation, please read and review carefully)

- Venture System Group, Inc. is providing a cost add to replace Indigo RA 3000 NVR's with RA 4000 (EOL).
 - This includes a credit for (3) 64-Channel up to 40Mbps NVR-AS 3000 RA3000 RAID 5
 - This includes a credit for (22) Indigo BX400 HD Environmental Vandal Resistant Minidome, Built-in IR, Standard Lens 3-9mm, Day/Night, PoE, Remote
- Venture will replace with the following units
 - (2) Indigo Enterprise NVR-AS 4000 RA24TB Linux, 4 disk RAID-5, 1U rack mount (up to 124Mbps)
 - (22) Indigo BX420 HD (2MP) environmental vandal resistant minidome camera, built-in IR, Standard Lens (2.7-12mm, day/night, PoE, remote zoom/focus).
 - (22) Indigo BX420 back box

Lump Sum Credit for above items: ~~4222.00~~

ADD

4158.82

Checkpoint Communications is a Bogen Engineered Systems Dealer, Mohawk Ortronics Certified Installer, Cisco Reseller/Enterasys Reseller, Extron Reseller, and Listen Technology Reseller.

Please send all P.O.'s, contracts and Notice to Proceed letters (NTP) to Paula Cassini at pcassini@ccomwire.com.



CHECKPOINT
communications incorporated

www.checkpointcomm.com ■ CA License #: 545063 ■ DIR #: 1000001532

Please see below for conditions, exclusions and terms.

Conditions:

This quote is valid for 60 days. Price subject to change after this date.

This proposal assumes all work can be done during normal working hours unless otherwise specified.

Price is predicated on AutoCAD drawings being provided to Checkpoint Communications for design and submittal requirements. If Autocad drawings are not available, a change order may be processed for additional drafting labor.

On projects that require plan check and/or submittals, no work shall be performed until all approvals have been received by Checkpoint Communications. The liability for any work requested prior to approvals shall be the sole responsibility of the owner/company requesting said work.

To insure against manufactures price increases and to avoid backorders, Checkpoint Communications reserves the right to purchase the equipment and/or material required within 30 days of contract and submittal approval and to invoice the owner/contractor when equipment/material is received.

Allow three working days for notification for inspectors to be on site.

Exclusions:

The use of Union Labor if required by the Local Government, GC or Building Owner.

Permits and associated fee's if required.

Project Bonds and fees.

Warranty on existing equipment.

Lift and Scaffolding are provided by others and access will be provided to Checkpoint Communications. General Contractor to protect flooring prior to operating lifts.

Trash Bin is to be provided at no charge to Checkpoint Communications.

Parking is to be provided at no charge to Checkpoint Communications.

Busbars, Grounding and Bonding outside of MDF/IDF equipment.

Electrical work, conduits, conduit sleeving, pull ropes in empty conduits, fire rated backboards, weather heads, mast, poles and fire stopping.

Any blocking required for installation of all low voltage equipment.

Cable TV patch cords at station locations and IDF/MDF's.

Conduit, Raceway, Floor Boxes and Terminal cabinets, floor coring and sleeves.

Network Electronics.

UL listed Fire stop Assemblies.

Patching and Painting or repair of existing surface.

Trenching, backfill and/or compaction; repair and/or replacement of landscape.

Abatement of asbestos, lead containing or any other environmental hazardous material is not included.

Demolition and removal of any existing wiring and/or devices are not included. Temporary removal and relocation of existing devices and/or wiring is not included unless otherwise specified. All existing conduit removal is not included.

Terms:

Work will not commence on the project until a contract or a purchase order is received by Checkpoint Communications.

Invoicing shall be monthly, based on progress of labor and material. Checkpoint Communications reserves the right to stop work when any invoice exceeds 30 days past due.

Checkpoint does not accept responsibility for discounts in payments, back charges, or other adjustments, without receipt of written notification to Checkpoint Communications of specific problems and/or conditions. Should adjustments be found to be appropriate and correct Checkpoint Communications will provide written authorization to proceed.

Final Inspection is included, although if Checkpoint Communications has to return for additional inspections due to causes beyond our control add \$800 per visit.

One (1) year parts plus any extended warranty coverage from equipment manufacturers and One (1) year labor.

Warranty service, if required, will be performed during normal working hours (8:00am to 5:00pm) Monday through Friday, excluding holidays.

Warranty service requested other than the above reference hours shall be charged at Checkpoint Communications standard overtime rate.

If you have any questions please do not hesitate to call, thank you.

James Shoaff, RCDD, V.P. Engineering, (714) 892-5050, jshoaff@checkpointcomm.com

Customer Signature _____ **Date:** _____



Venture System Group, Inc
14812 Calpella St.
La Mirada, CA 90638
CSL #1015732

Estimate

Date 12/8/2019
Estimate # 2376

Name / Address

CheckPoint Communications
15412 Electronic Lane
Suite 102
Huntington Beach, CA 92649

Ship To

CheckPoint Communications
15412 Electronic Lane
Suite 102
Huntington Beach, CA 92649

Terms

Progress

Description	Qty	Rate	Total
Project 12-15/15			
Pasadena High School Gym and Locker-room			
Change order #001			
Replace Indigo RA 3000 NVR's wit RA 4000 (EOL)			
64-Channel up to 40Mbps NVR-AS 3000 RA3000 Raid 5	3	-2,550.00	-7,650.00T
Indigo Enterprise NVR-AS 4000 RA24TB Linux, 4 disk RAID-5, 1U rack mount (up to 124Mbps)	2	6,195.00	12,390.00T
indigo BX400 HD Environmental Vandal Resistant Minidome, Built-in IR, Standard Lens 3-9mm, Day/Night, PoE, Remote	22	-399.00	-8,778.00T
Indigo BX420 HD (2MP) environmental vandal resistant minidome camera, built-in IR, Standard lens (2.7-12mm, day/night, PoE, remote zoom/focus	22	303.00	6,666.00T
Indigo BX420 back box	22	24.00	528.00T
Overhead and profit (15%)	1	522.10	522.10
			473.40
Subtotal			\$3629.40
			\$3,689.10

Telephone (562) 447-7888

Fax (562) 941-8299

www.venturesystemsinc.com

Sales Tax (10.5%)

\$331.38

Total

~~\$4,020.48~~

\$3960.78



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference: CCD 140 & RFI389R
Proposal No: 132
Date: 1/21/2020

To: Flewelling-Moody	Date Response Is Required: N/A
From: The Nazerian Group	Purchase Order No.: N/A

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: *Furnish the labor and material to install a 1-hour shaftwall ceiling in stair T102 and T106. This work is to be constructed per CCD 140 and RFI389R.*

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.
Schmitt Contracting, INC.				

TOTALS
\$7,000.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$7,000.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	INCLUDED
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$420.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	\$7,420.00
K.	Insurance Rate:	2.00% \$148.40
L.	Bond Rate:	1.50% \$111.30
TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		\$7,679.70
Total Added Days Duration Anticipated:		0

Issued by Contractor:	<u>Eric Abolian</u>	Eric Abolian, Project ADMIN	1/21/2020
		Name and Title (Printed)	Date

Approved by:			
	Signature	Name and Title (Printed)	Date

APPROVED FOR TOTAL \$7,679.70

Sam Sahand - F&M - 01/21/2020.



The Nazerian Group

12/20/19

16218 Ventura Blvd., Suite 7
Encino, CA 91436

Attention: Vic Nazerian

Project: Pasadena H.S. Gym & Locker Renovation

Reference: CCD 56A-RFI 389R 1-hour ceiling at stair T102 & T106

SCC: **031**

Furnish the labor and material to install a 1-hour shaftwall ceiling in stair T102 and T106. This work is to be constructed per CCD 140 and RFI 389R.

The labor and material costs below are the "total costs". See the attached detailed conditions for the breakdown of the original ceiling credit and the conditions for the added scope of work.

Price estimated lighting to be surface mounted, Not recessed.

Attached is the detailed take-off conditions that will breakdown the productions of each item included. These detailed breakdowns do NOT include costs for stocking, clean-up, field supervision and miscellaneous material costs.

LABOR	Quantity	Unit	Cost	Total
Credit - Suspended ceiling framing "original"	-26.7	Hours	\$76.13	(\$2,029.63)
Credit - Drywall "original"	-7.7	Hours	\$76.13	(\$584.68)
Credit - Taping "original"	-4.3	Hours	\$73.11	(\$314.37)
Revised Framing labor	64.9	Hours	\$76.13	\$4,942.36
Revised Drywall	12.6	Hours	\$76.13	\$957.72
Added fire sealant	10.0	Hours	\$76.13	\$761.30
Revised Taping labor	10.8	Hours	\$73.11	\$789.59
Stock Materials & Equipment	3.0	Hours	\$76.13	\$227.10
Clean-Up Materials & Equipment	3.0	Hours	\$76.13	\$227.10
Carpenter Foreman - Supervision	6.6	Hours	\$79.77	\$523.50
Total Labor:				\$5,499.98
MATERIAL				
4" 16ga stud	-12	LF	\$1.52	(\$18.23)
Hat channel 20ga	-150	LF	\$0.41	(\$61.35)
4" 20ga Shaft J-runner	104	LF	\$1.31	\$136.34
4" 20ga Shaft stud	126	LF	\$1.50	\$189.38
Hanger wire	28	EA	\$1.35	\$37.80
1-1/2" CRC channel	-66	LF	\$0.39	(\$25.74)
Shots & Pins	-178	EA	\$0.35	(\$62.30)
Framing screws	118	EA	\$0.020	\$2.30
5/8" Drywall	78	SF	\$0.37	\$29.17
1" Shaftliner	266	SF	\$0.756	\$201.10
Fire Safing	210	LF	\$1.20	\$252.00
Misc materials and tools (8% of materials)	1	Each	\$54.44	\$54.44
Trucking / Delivery of Materials & Equip. (10% of material cost)	1	Each	\$68.05	\$68.05
Subtotal Material:				\$802.96
Material Tax			9.50%	\$69.82
Total Materials:				\$872.77

Subtotal:	\$6,372.75
10% Overhead:	\$637.28
5% Profit:	\$350.50
1.155% Bond Cost:	\$85.01
Document Reproduction Costs:	\$0.00
TOTAL:	\$7,445.54

delete bond

The total for the above changes: ~~\$7,446~~ **\$7,000.00 total**





Note: The line item included for Miscellaneous Materials is to capture the cost for sundry items that are required in the installation of the work but are difficult to quantify. These include but are not limited to layout chalk, layout paint, screw tip bits, saw blades, drill bits, masking materials, cutting oil, screws & shot pins, bit tip holders, batteries, grinding wheels, stringline, shims, spray adhesive, etc. Through our historical job tracking we have found that the cost for Misc. Materials runs between 8 and 12% of the overall material on a project. We have set this form up to calculate Misc. Material at 8% of the overall material cost for each change order request on this project.

Change proposal labor rates are applicable from current date to 6/30/20. This change proposal does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve the right to revise and resubmit our request should the quoted work be affected by any of the above mentioned conditions.

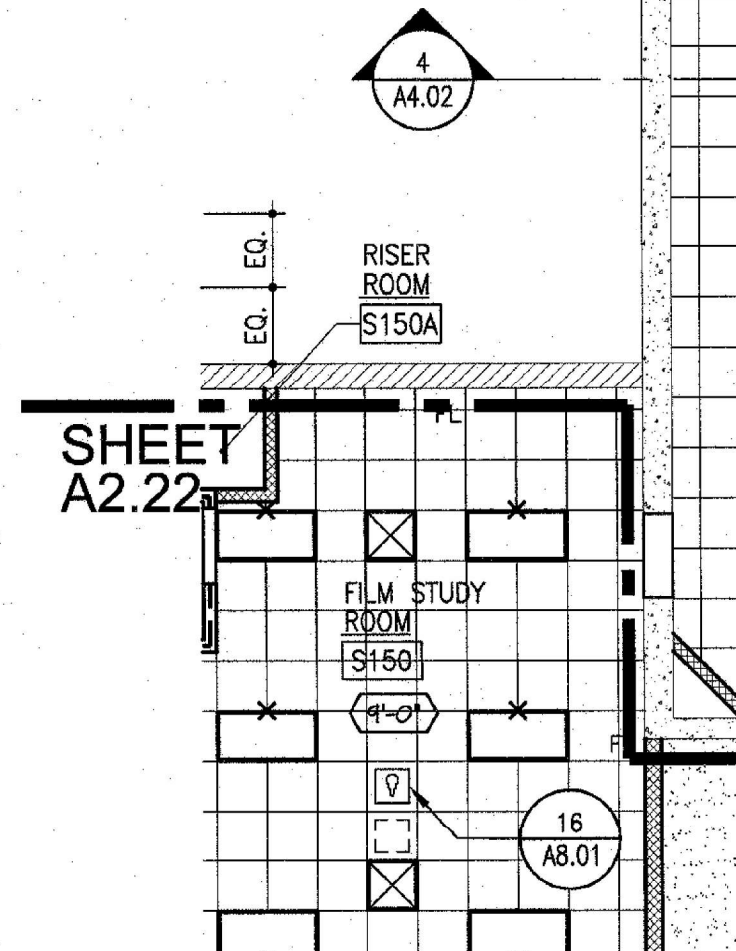
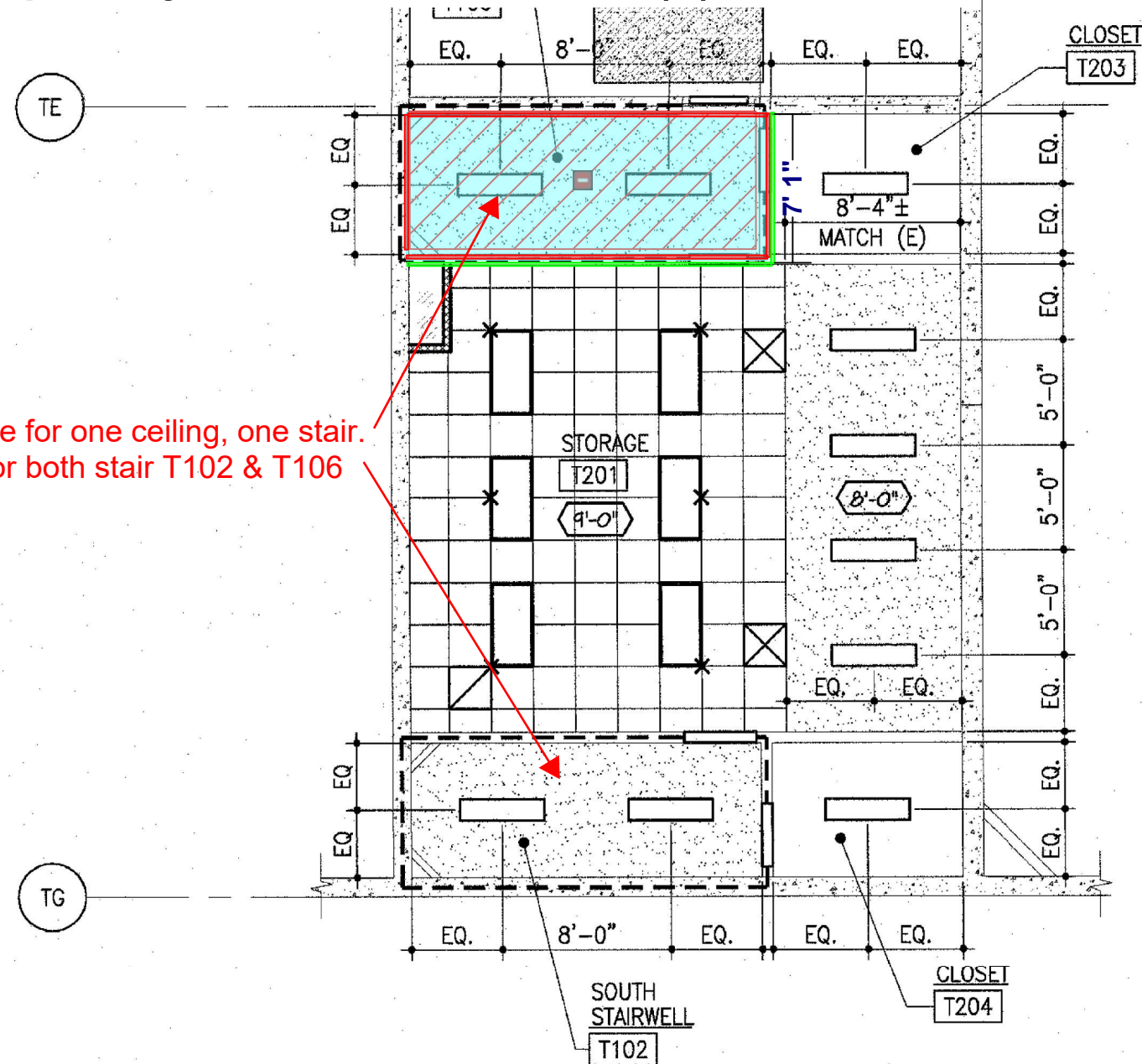
Respectfully,
Schmitt Contracting, Inc.

Dustin Haug
Project Manager

3

-  1 - Suspend ceiling - -108 SF
-  2 - Joist Shaft Ceiling in stair T106 - 17 LF
-  3 - Fire seal perimeter - 48 LF
-  4 - Rip of drywall added to head of (E) wall - 25 LF

Conditions are for one ceiling, one stair.
Multiply x 2 for both stair T102 & T106



This condition is for one ceiling, one stair.
Multiply x 2 for both stair T102 & T106

Condition Detail
CCD 140 - Rated ceiling Stair T106
Bid No.33

Condition No.: 1
Name: Suspend ceiling
Type:
Area: Credit
Quantity 1: -107.557SF
Quantity 2: 0
Quantity 3: 0
Height:
Count: 0
Notes:

Section	Mat.	Lab.	Unit	Total
09110	1.00	9.47	10.47	-1,126
09250	0.41	2.72	3.13	-336
09255	0.06	1.46	1.53	-164
Total	1.47	13.65	15.12	-1,626

No.	Section	Mat. Code	Labor Code	Height	OC	Layers	Quantity		Size		Material Price	Labor Cost	Wage Type	Crew	% Base	Qty/ Day	Pcs/ Day	Crew Hours	Mat. Total	Labor Total	Item Total
1	09110	LAYOUT	INTLAY				-107.56	LF	1'			0.64	Union	1	333%	1,000.0	1,000.0	-0.9		-69	-69
2	09110	SUSPEND GWB	SUSPCEIL ING			1.00	-107.56	SF	mixture		0.92 /1 SF	8.12	Union	1	33%	75.0	75.0	-11.5	-99	-873	-972
3	09110	S416CS	BRACE				-6.00	LF	1'		1,519.00 /1,000 LF	12.69	Union	1	100%	48.0	48.0	-1.0	-9	-76	-85
4	09250	X58	DWCEILIN G			1.00	-114.01	SF	4' x 8'		374.00 /1,000 SF	2.72	Union	1	31%	224.0	7.0	-3.8	-43	-292	-335
5	09250	DTS114			12 "	1.00	-134.45	EA			8.75 /1,000 EA								-1		-1
6	09255	TF	TFS			1.00	-112.93	SF	mixture		0.06 /1 SF	1.46	Union	1	53%	400.0	400.0	-2.2	-7	-157	-164
Total																	-19.4	-159	-1,467	-1,626	

This condition is for one ceiling, one stair.
Multiply x 2 for both stair T102 & T106

Condition Detail
CCD 140 - Rated ceiling Stair T106
Bid No.33

Condition No.: 2
Name: Joist Shaft Ceiling in stair T106
Type:
Area: Build T
Quantity 1: 17.167LF
Quantity 2: 0
Quantity 3: 0
Height: 7' 0"
Count: 0
Notes:

2-man crew - 2 days to set up and install framing and shaftwall. Also includes time to tie into existing wall framing.

Section	Mat.	Lab.	Unit	Total
09110	15.75	144.04	159.79	2,743
09250	2.86	19.03	21.89	376
09255	0.45	10.24	10.68	183
Total	19.05	173.31	192.36	3,302

No.	Section	Mat. Code	Labor Code	Height	OC	Layers	Quantity	Size	Material Price		Labor Cost	Wage Type	Crew	% Base	Qty/ Day	Pcs/ Day	Crew Hours	Mat. Total	Labor Total	Item Total
1	09110	LAYOUT	INTLAY			1.00	17.17	LF	1'		2.13	Union	1	100%	300.0	300.0	0.5		37	37
2	09110	FINTERIOR	FHWF			1.00	17.17	LF			141.91	Union	1	8%	4.3	4.3	32.0		2,436	2,436
3	09110	J420				2.00	37.77	LF	10'	1,311.00 /1,000 LF								50		50
4	09110	SPC			24 "	2.00	18.88	EA		350.00 /Box								7		7
5	09110	CH420		7' 0"	24 "	1.00	63.09	LF	7'	1,503.00 /1,000 LF								95		95
6	09110	JC420					14.00	LF	7'	1,311.00 /1,000 LF								18		18
7	09110	WHT			16 "	4.00	59.23	EA		19.54 /Box								1		1
8	09110	SL1	SWWALL	7' 0"		1.00	132.18	SF	2' x 7'	756.00 /1,000 SF	0	Union	1	100%	0	0	0	100	0	100
9	09250	X58	DWTYP	7' 0"		1.00	127.38	SF	4' x 8'	374.00 /1,000 SF	2.72	Union	1	31%	224.0	7.0	4.3	48	327	375
10	09250	DTS114		7' 0"	11 "	1.00	163.86	EA		8.75 /1,000 EA								1		1
11	09255	TF	TFS	7' 0"		1.00	126.18	SF	mixture	0.06 /1 SF	1.46	Union	1	53%	400.0	400.0	2.4	8	176	184
Total																	39.2	328	2,976	3,304

This condition is for one ceiling, one stair.
Multiply x 2 for both stair T102 & T106

Condition Detail
CCD 140 - Rated ceiling Stair T106
Bid No.33

Condition No.: 3
Name: Fire seal perimeter
Type:
Area: Build T
Quantity 1: 47.5LF
Quantity 2: 0
Quantity 3: 0
Height: 1' 0"
Count: 0

Section	Mat.	Lab.	Unit	Total
09250	2.64	7.70	10.34	491

Notes:
Item 1 - Joint on inside of shaft. Stuff safing and spray sealant. Added time to prep spray rig and to clean spray equipment after.
Item 2 - Joint on underside of ceiling.

No.	Section	Mat. Code	Labor Code	Height	OC	Layers	Quantity	Size		Material Price	Labor Cost	Wage Type	Crew	% Base	Qty/ Day	Pcs/ Day	Crew Hours	Mat. Total	Labor Total	Item Total
1	09250	FIRECAULK	FIRECAULK			1.00	52.25	LF	1'	36.00 /Tube	4.62	Union	1	127%	126.7	126.7	3.0	63	219	282
2	09250	FIRECAULK	FIRECAULK			1.00	52.25	LF	1'	36.00 /Tube	3.08	Union	1	190%	190.0	190.0	2.0	63	146	209
																Total	5.0	126	365	491

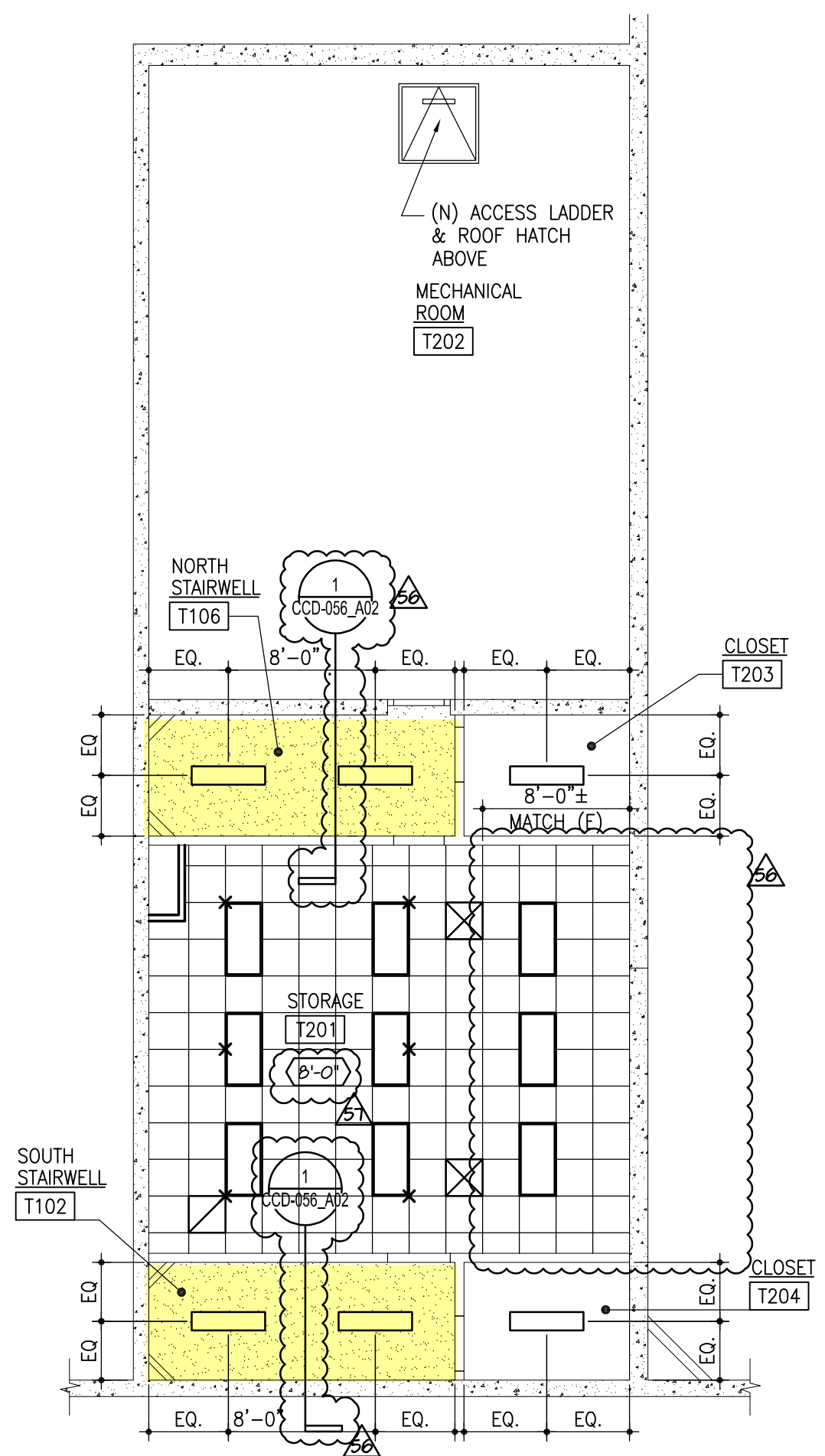
This condition is for one ceiling, one stair.
 Multiply x 2 for both stair T102 & T106

Condition Detail
CCD 140 - Rated ceiling Stair T106
 Bid No.33

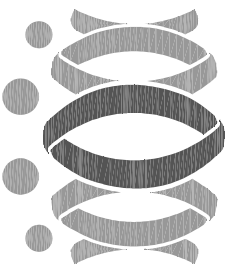
Condition No.: 4
Name: Rip of drywall added to head of (E) wall
Type:
Area: Build T
Quantity 1: 24.5LF
Quantity 2: 0
Quantity 3: 0
Height: 1' 0"
Count: 0
Notes:

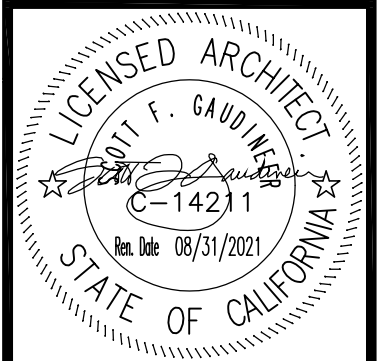
Section	Mat.	Lab.	Unit	Total
09250	0.41	6.21	6.62	162
09255	0.06	8.95	9.02	221
Total	0.47	15.17	15.64	383

No.	Section	Mat. Code	Labor Code	Height	OC	Layers	Quantity	Size	Material Price	Labor Cost	Wage Type	Crew	% Base	Qty/ Day	Pcs/ Day	Crew Hours	Mat. Total	Labor Total	Item Total	
1	09250	X58	DWTYP	1' 0"		1.00	25.97	SF 4' x 8'	374.00 /1,000 SF	6.21	Union	1	14%	98.0	3.1	2.0	10	152	162	
2	09250	DTS114		1' 0"	11 "	1.00	33.41	EA	8.75 /1,000 EA								0		0	
3	09255	TF	TFS	1' 0"		1.00	25.73	SF mixture	0.06 /1 SF	8.95	Union	1	9%	65.3	65.3	3.0	2	219	221	
Total																	5.0	12	371	383



APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-115817 INC:0
REVIEWED FOR
SS ☒ FLS ☒ ACS ☐
DATE: 12/12/19


FLEWELLING & MOODY
architecture planning interiors
Pasadena - 323 543 8300 www.flewellling-moody.com Lancaster - 661 949 0771



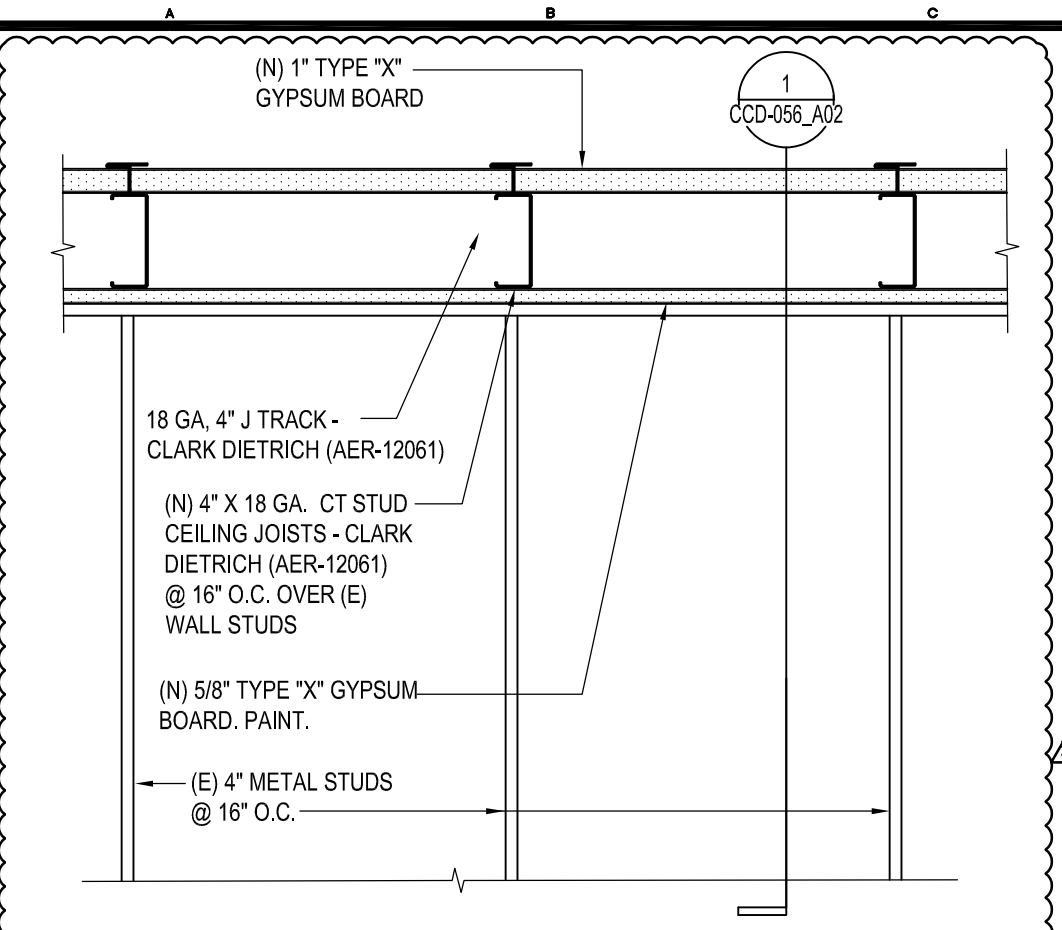
BLDG. 'T' - SECOND FLOOR REFLECTED CEILING PLAN

SCALE : 1-1/2" = 1'-0"

REFERENCE: APPROVED ADDENDUM #1, SHEET A2.23

1
CCD-056_A01

CCD #56	BLDG. 'T' - SECOND FLR. REFLECTED CLNG. PLAN	Date	10-07-2019
	PASADENA HIGH SCHOOL GYMNASIUM & LOCKER ROOM MODERNIZATION, PHASE 1	Job No.	2331.300
	for PASADENA UNIFIED SCHOOL DISTRICT	Sheet No.	CCD-056_A01
	2925 E SIERRA MADRE BLVD., PASADENA, CA 91107		



CEILING SECTION

SCALE : 1-1/2" = 1'-0"

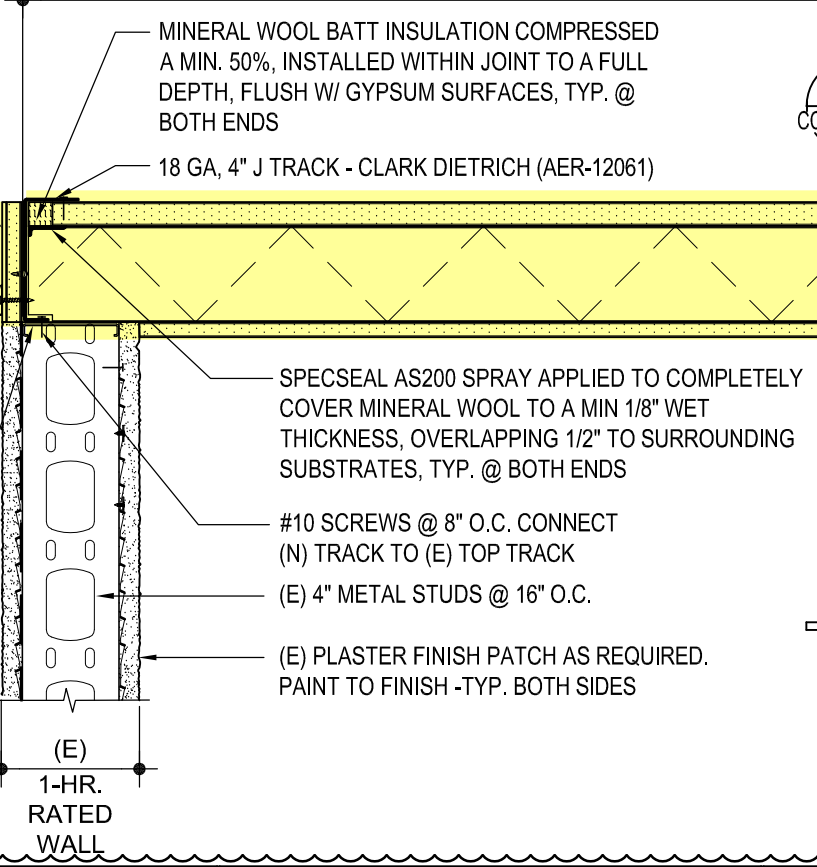
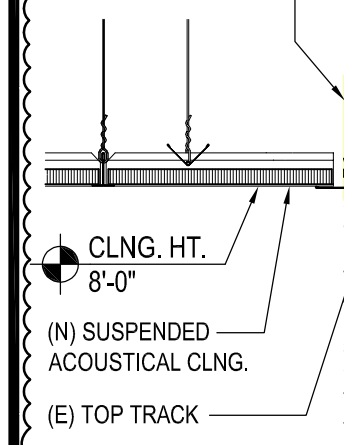
PROJECT NUMBER =
DETAIL IDEN. =
SHEET REFERENCE =

2
CCD-056_A02

56

(E) 6'-6"

MUD (N) 5/8" DRYWALL
TO FLUSH W/ (E)
PLASTER SURFACE



(N) 1-HR. RATED CEILING ASSEMBLY
UL DESIGN NO. U415

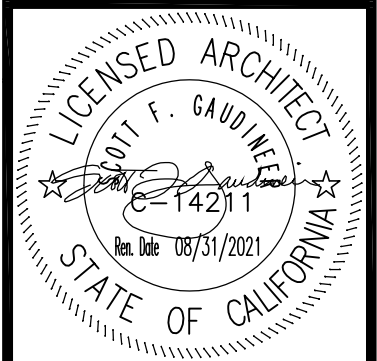
CEILING SECTION

SCALE : 1-1/2" = 1'-0"

PROJECT NUMBER =
DETAIL IDEN. =
SHEET REFERENCE =

1
CCD-056_A02

APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-115817 INC:0
REVIEWED FOR
SS ☒ FLS ☒ ACS ☐
DATE: 12/12/19



FLEWELLING & MOODY
architecture planning interiors
Pasadena - 323 543 8300 www.flewelling-moody.com Lancaster - 661 949 0771

CCD #56	DETAIL CEILING SECTIONS	PASADENA HIGH SCHOOL GYMNASIUM & LOCKER ROOM MODERNIZATION, PHASE 1	for PASADENA UNIFIED SCHOOL DISTRICT	2925 E SIERRA MADRE BLVD., PASADENA, CA 91107
Date	10-07-2019	Job No.	2331.300	Sheet No.
			CCD-056_A02	



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference: RFI413
Proposal No: 133R
Date: 2/3/2020

To: Flewelling-Moody	Date Response Is Required: N/A
From: The Nazerian Group	Purchase Order No.: N/A

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: Per RFI413 Furnish and Install Rubber Vent Cove Base - Black in room # T-110

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.	TOTALS
Pacific Floor Company					\$2,850.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$2,850.00	\$2,645.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	\$427.50	
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$196.65	
C.	General Contractor's Material:	\$0.00	\$158.70
D.	General Contractor's Sales Tax:	\$0.00	\$2,803.70
E.	General Contractor's Labor:	\$0.00	
F.	General Contractor's Equipment:	\$0.00	
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00	
H.	Overhead & Profit:	\$0.00	
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00	
J.	SUB-TOTAL (A+B+I):	\$3,474.15	\$2,803.70
K.	Insurance Rate: 2.00%	\$69.48	\$56.07
L.	Bond Rate: 1.50%	\$52.11	\$42.05
TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		\$3,595.75	\$2,901.82
Total Added Days Duration Anticipated:		0	

Issued by Contractor: <u>Eric Abolian</u>	Eric Abolian, Project ADMIN	2/3/2020
	Name and Title (Printed)	Date

Approved by: _____	_____	_____
Signature	Name and Title (Printed)	Date

APPROVED FOR TOTAL \$2,901.82

Sam Sahand - F&M - 03/09/2020.



Proposal/Contract

9300 Oso Avenue, Chatsworth, CA 91311
 (818)775-0438 Ph (818)349-9429 Fax
 www.pacificfloor.com Lic. # 327932 DIR # 1000005618

Proposal For:		Date	Job Name / Job Site	
The Nazerian Group 16218 Ventura Blvd, Suite 7, Encino, CA 91436		1/30/20	Pasadena High School 2925 E. Sierra Madre Blvd. Pasadena, CA 91107	
		Estimate #		
		10022	Project	Pasadena High School
Rep	Customer Contact	Customer Phone	Customer Cell	Customer E-mail
Mark	Eric Abulian	818-990-5115		eric@nazerian.net
Description				Total
2020 - Proposed Change Order #3 Auxiliary Gym - Rubber Vent Cove Base Furnish and Install Rubber Vent Cove Base - Black in room # T-110 Material Labor				1,900.00 950.00
<p>There is 170 l.f. of base at \$10.00 per l.f. of material cost = \$1700.00 Labor cost 8 hours @ \$75.00 should be around \$600.00</p> <p>Total = \$2,300.00 will be approved upon acceptance.</p> <p>\$2,300 x 15% (o/p) = \$345</p> <p>\$2,350 + \$345 = \$2,645</p>				
Pacific Floor Company, Inc is registered with the DIR and is in compliance with other prevailing wage laws. "NO DATES ARE GUARANTEED UNTIL A SIGNED PROPOSAL IS RECEIVED" **Price is good for 1 year**				TOTAL \$2,850.00 \$2,645.00

Any operation or deviation from the above specifications involving extra cost of materials or labor will become an extra charge over the sum mentioned in this contract. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar.

Signature

Customer Signature

Date

Date

EXHIBIT E**FORM OF REQUEST FOR INFORMATION**

TO: Flewelling & Moody RFI NO.: 413
 FROM CONTRACTOR: The Nazerian Group DATE: 1/30/2020
 SCHOOL: Pasadena High School PROJECT: _____
 PROJECT: Pasadena Gym Locker Modernization BID NO.: 12-15/16
 SUBJECT: Romm T-11 Cove Base

Reference: Drawings: _____ Specifications: _____
DESCRIPTION OF PROBLEM / CLARIFICATION / INFORMATION REQUIRED:

The expansion cove base at room T-11 had to be removed to accommodate new chases and other work, the old is beyond use. We recommend new vice base. See attached proposal. The base should be replaced see attached proposal.

CONTRACTOR'S PROPOSED SOLUTION:

By: Greg Torosyan _____
 Name Signature

RESPONSE:

The only area needing removal was at the two corners where the HVAC return air chase was being built. Complete removal of existing metal cove base was not necessary (see attached photos of existing conditions), and RFI should have been submitted prior to removal.
 Please send the attachment for this RFI as a C.O.P.

Response: Sam Sahand _____
 Name Signature

Firm: Flewelling & Moody Title: Architect / PM Date: 01/31/2020

This document provides information or clarification only and does not constitute authorization or direction to proceed with additional work. If, in the opinion of the Contractor, the response has impact to the Contract amount and/or time, the Contractor must advise Architect in writing within five (5) days of receipt that the response constitutes issuance of a change order. The Contractor's notice shall be accompanied and appropriately supported with justification, reasoning and references where the contract requirements have been exceeded due to the response to the RFI. Otherwise, the response will stand as clarifications to the Contract Documents only without any additional costs to the District.



2011.01.05 16:58



2011.01.05 16:56



Proposal For:			Date	Job Name / Job Site	
The Nazerian Group 16218 Ventura Blvd, Suite 7, Encino, CA 91436			1/30/20	Pasadena High School 2925 E. Sierra Madre Blvd. Pasadena, CA 91107	
			Estimate #		
			10022	Project	Pasadena High School
Rep	Customer Contact	Customer Phone	Customer Cell	Customer E-mail	
Mark	Mike Morales	818-990-5115	818-266-3385	mike@nazerian.net	
Description					Total
2020 - Proposed Change Order #3 Auxiliary Gym - Rubber Vent Cove Base Furnish and Install Rubber Vent Cove Base - Black in room # T-110 <div style="border: 2px solid red; padding: 10px; width: fit-content; margin: auto;"> SUBMIT COP AS A SEPARATE ITEM LUMP SUM AMOUNTS WILL NOT BE ACCEPTED </div>					2,850.00
Pacific Floor Company, Inc is registered with the DIR and is in compliance with other prevailing wage laws. "NO DATES ARE GUARANTEED UNTIL A SIGNED PROPOSAL IS RECEIVED" **Price is good for 1 year**					TOTAL \$2,850.00

Date _____



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 135
Date: 2/24/2020

To: Flewelling-Moody	Date Response Is Required: N/A
From: The Nazerian Group	Purchase Order No.: N/A

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: Per RFI 359 Add 8 L Brackets @ bottom of Boilers with 3/4" Hilti

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.	TOTALS
					\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$0.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	Included
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$0.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$2,198.94
J.	SUB-TOTAL (A+B+I):	\$2,198.94
K.	Insurance Rate:	2.00% \$43.98
L.	Bond Rate:	1.50% \$32.98
TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		\$2,275.90
Total Added Days Duration Anticipated:		0

Issued by Contractor:	<u>Eric Abolian</u>	Eric Abolian, Project ADMIN	2/24/2020
		Name and Title (Printed)	Date

Approved by:			
	Signature	Name and Title (Printed)	Date

APPROVED FOR TOTAL \$2,275.90

Sam Sahand - F&M - 03/17/2020



PROPOSAL NO. 224202001
DATE February 24, 2020
Re:

Pasadena High School

TO: Pasadena Unified School District

ATTN: Pasadena High School
PROJECT:

[illegible]

EXHIBIT E**FORM OF REQUEST FOR INFORMATION**

TO: Flewelling & Moody RFI NO.: 359
 FROM CONTRACTOR: The Nazerian Group DATE: 5/11/2019
 SCHOOL: Pasadena High School PROJECT: _____
 PROJECT: _____ BID NO.: 12-15/16
 SUBJECT: _____

Reference: _____ Drawings: _____ Specifications: _____
DESCRIPTION OF PROBLEM / CLARIFICATION / INFORMATION REQUIRED: _____

Additional anchor to boiler as recommend by DSA visit; we propose to weld an L2x3x1/4x4 with (1) 5/8 titen HD 4" embed, welded 3 sides . Please see attached and advise.

CONTRACTOR'S PROPOSED SOLUTION:

By: Greg Torosyan _____
 Name Signature

RESPONSE:

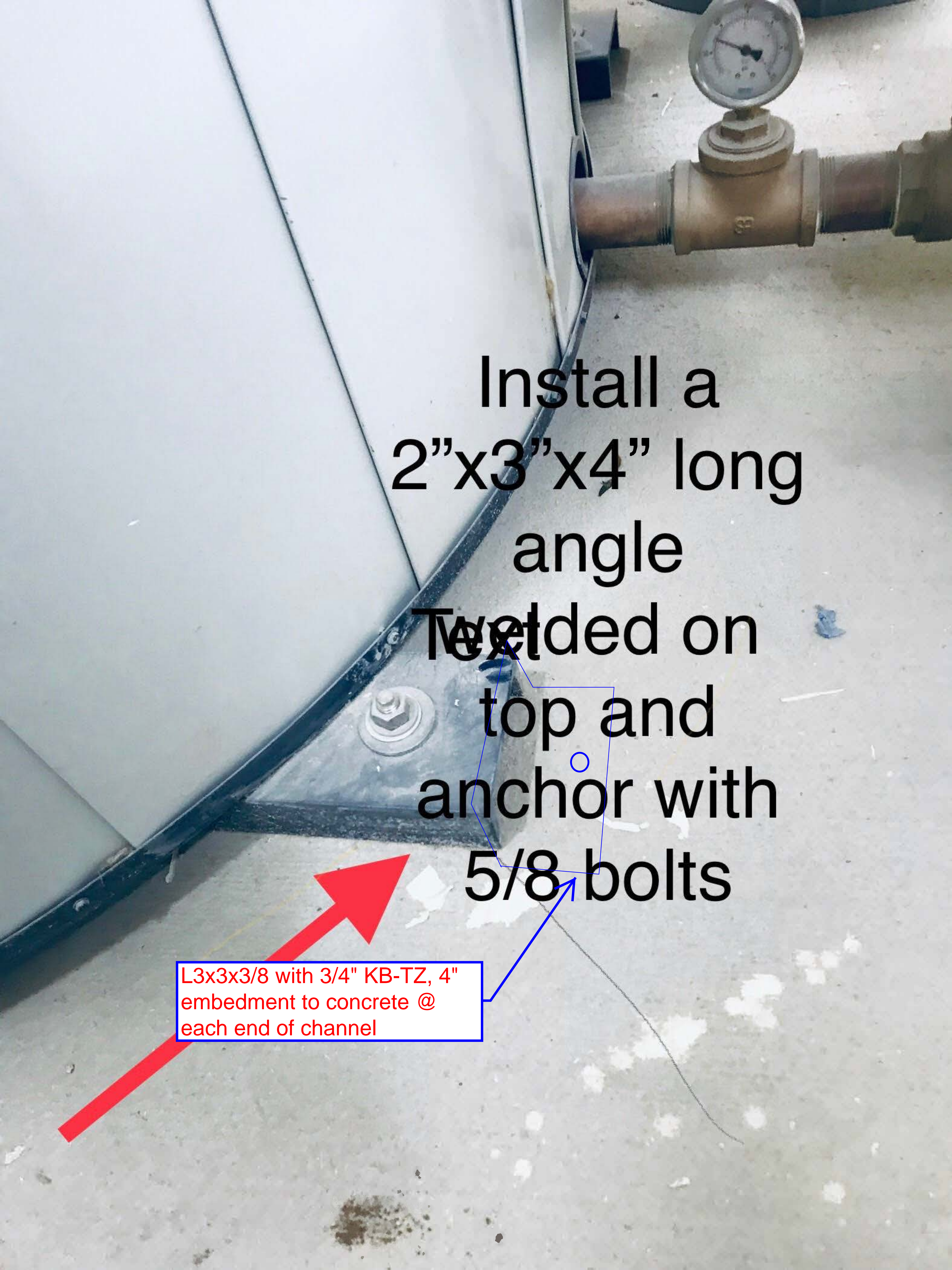
Propose to install L3x3x3/8 with 3/4" X 4" KB-TZ at each end of channel and weld L3x3 to (E) channel with 3/16" fillet on three sides. WL/L&W 5/14/2019

Response: _____
 Name Signature

Firm: _____ Title: _____ Date: _____

Response reviewed by Sam Sahand - F&M - 05/15/2019.

This document provides information or clarification only and does not constitute authorization or direction to proceed with additional work. If, in the opinion of the Contractor, the response has impact to the Contract amount and/or time, the Contractor must advise Architect in writing within five (5) days of receipt that the response constitutes issuance of a change order. The Contractor's notice shall be accompanied and appropriately supported with justification, reasoning and references where the contract requirements have been exceeded due to the response to the RFI. Otherwise, the response will stand as clarifications to the Contract Documents only without any additional costs to the District.



Install a
2"x3"x4" long
angle
welded on
top and
anchor with
5/8 bolts

L3x3x3/8 with 3/4" KB-TZ, 4"
embedment to concrete @
each end of channel



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 138
Date: 2/24/2020

To: Flewelling-Moody	Date Response Is Required: N/A
From: The Nazerian Group	Purchase Order No.: N/A

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: Due to adding furred walls @ lockers, concrete pads had to be enlarged.

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.	TOTALS
					\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$0.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	Included
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$0.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$10,944.14
J.	SUB-TOTAL (A+B+I):	\$10,944.14
K.	Insurance Rate: 2.00%	\$218.88 \$157.86
L.	Bond Rate: 1.50%	\$164.16 \$118.40
	TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):	\$11,327.18 \$8,169.42
	Total Added Days Duration Anticipated:	0

Issued by Contractor: <u>Eric Abolian</u>	Eric Abolian, Project ADMIN	2/24/2020
	Name and Title (Printed)	Date

Approved by: _____	_____	_____
Signature	Name and Title (Printed)	Date

APPROVED FOR TOTAL \$8,169.42
- SEE COMMENTS ON ATTACHED SHEETS

Sam Sahand - F&M - 03/09/2020.



The Nazerian Group
16218 Ventura Boulevard, Suite 7
Tel: (818) 990-5115 Fax: (818) 986-1448
E-mail: cynthia@nazerian.net

PROPOSAL

PROPOSAL NO. 224202004
DATE February 24, 2020
Re: Pasadena High School

TO: Pasadena Unified School District

ATTN: Pasadena High School
PROJECT:

JOB DESCRIPTION					
We propose to furnish all labor, material, and equipment to do the following.					
Enlarging Concrete Pads @ S134,S135,S112,S113,S106,S120,& S133					
ITEM	QTY	UNIT	DESCRIPTION	LINE ITEM	LINE TOTAL
1.00	1	LS	Lumber(Forming)	\$450.00	\$450.00
2.00	1	LS	Rebar	\$400.00	\$400.00
3.00	40	EA	Epoxy Tubes	\$45.00	\$1,800.00
4.00	88.00	HR	Labor(Attached Breakdown) 54 hours total see next sheet	\$78.03	\$6,866.64
Sub-Total					\$9,516.64
Overhead and Profit				15.00%	\$1,427.50
TOTAL					\$10,944.14
					\$7,893.16

\$4,213.62

\$6,863.62

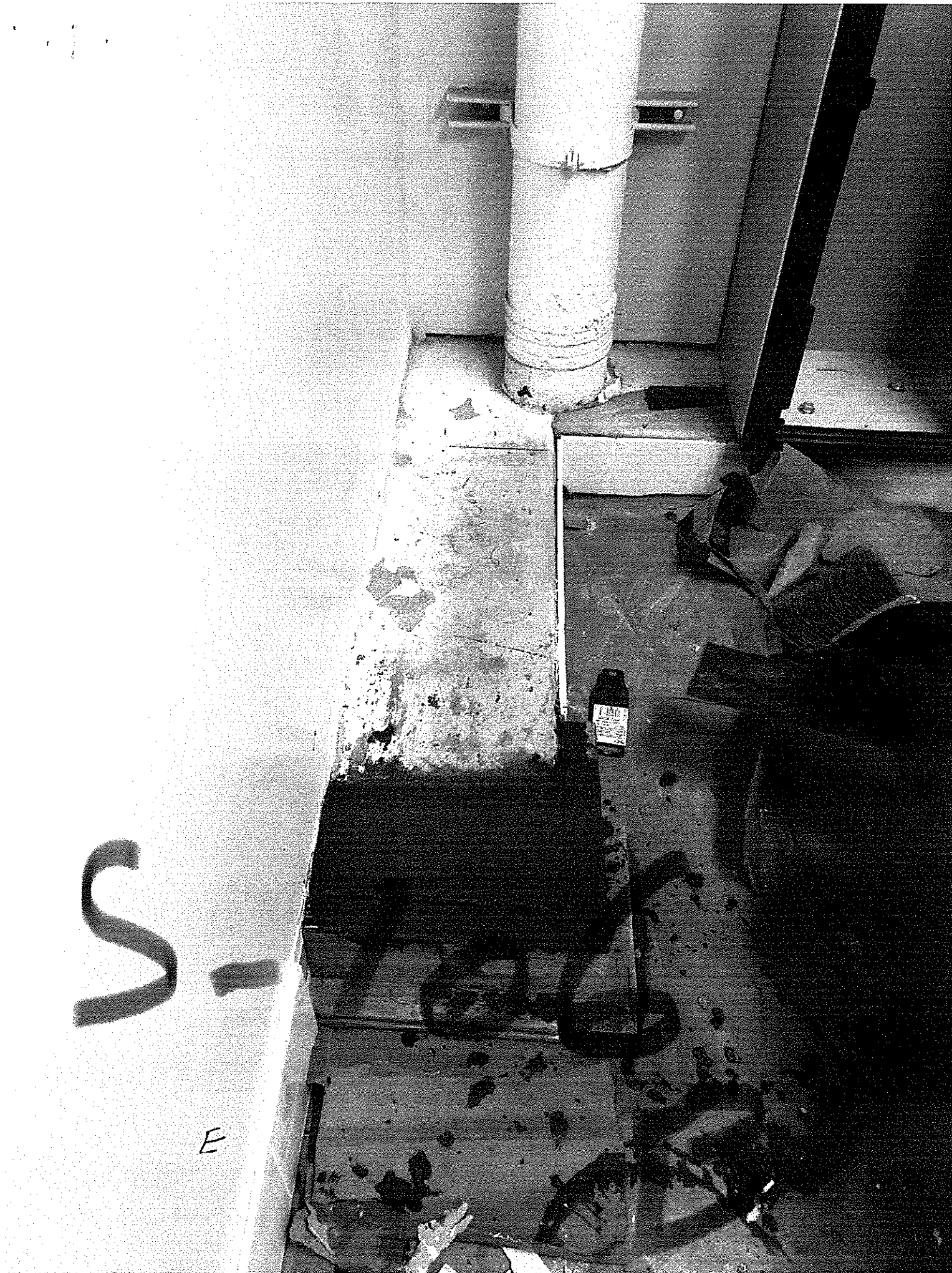
\$1,029.54

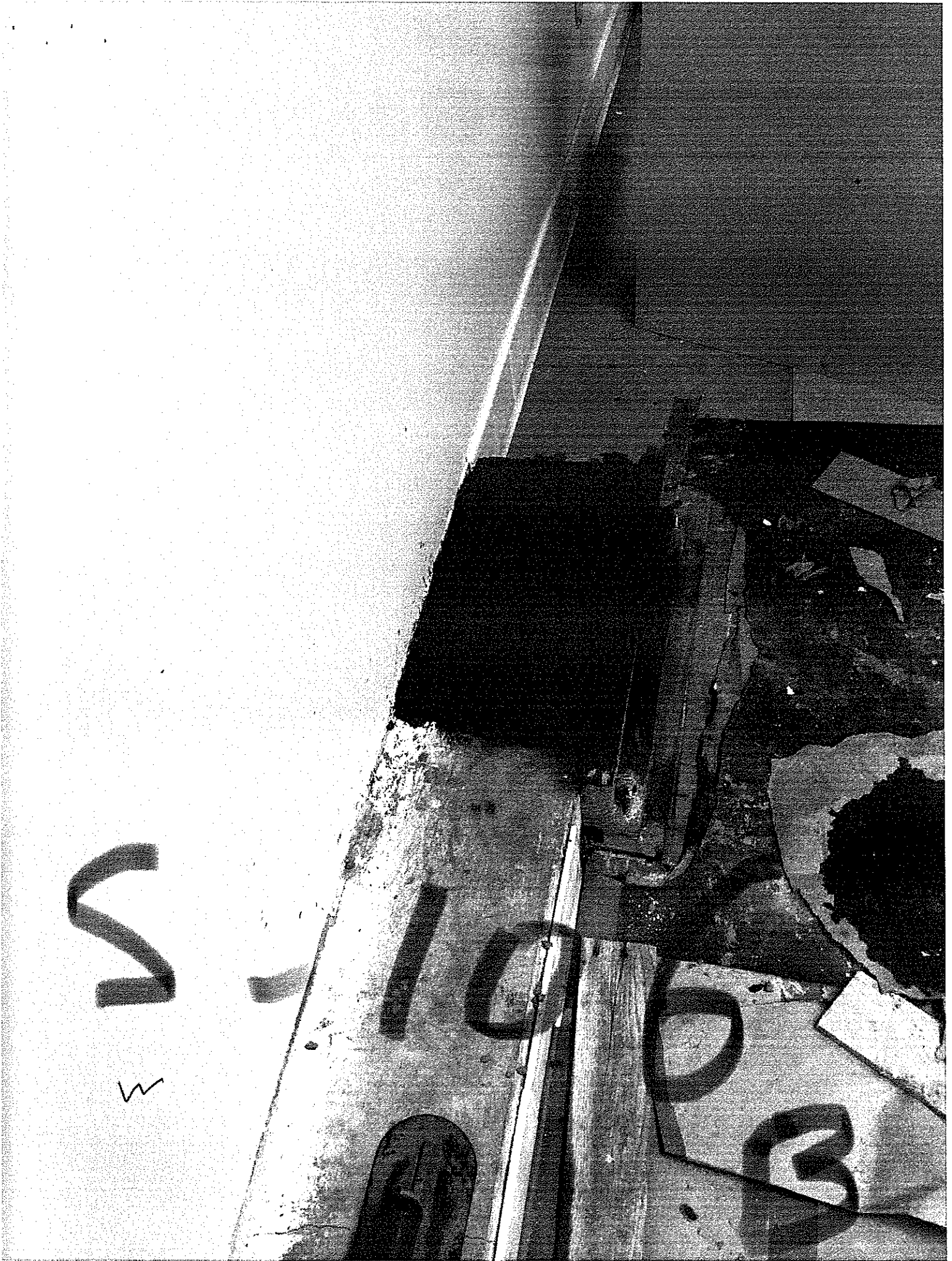
Labor Back-Up for extension of Concrete pads(COP #138)

Date	Room #	# of Laborers	Hours	Total Hours
3/11/2019	S-134	1	8	8
3/13/2019	S-135	1	8	8
3/14/2019	S-112	1	16	16
3/15/2019	S-113	1	16	16
3/17/2019	S-106	1	8	8
4/10/2019	S-120	1	0 16	0 16
4/19/2019	S-133	1	8 16	8 16
TOTAL				54 88

S-133 is identical to S-134 and S-135 so the hours should match.

S-120 had already added furring per Rev. 01 and the locker curb should have not been needed to be extended.





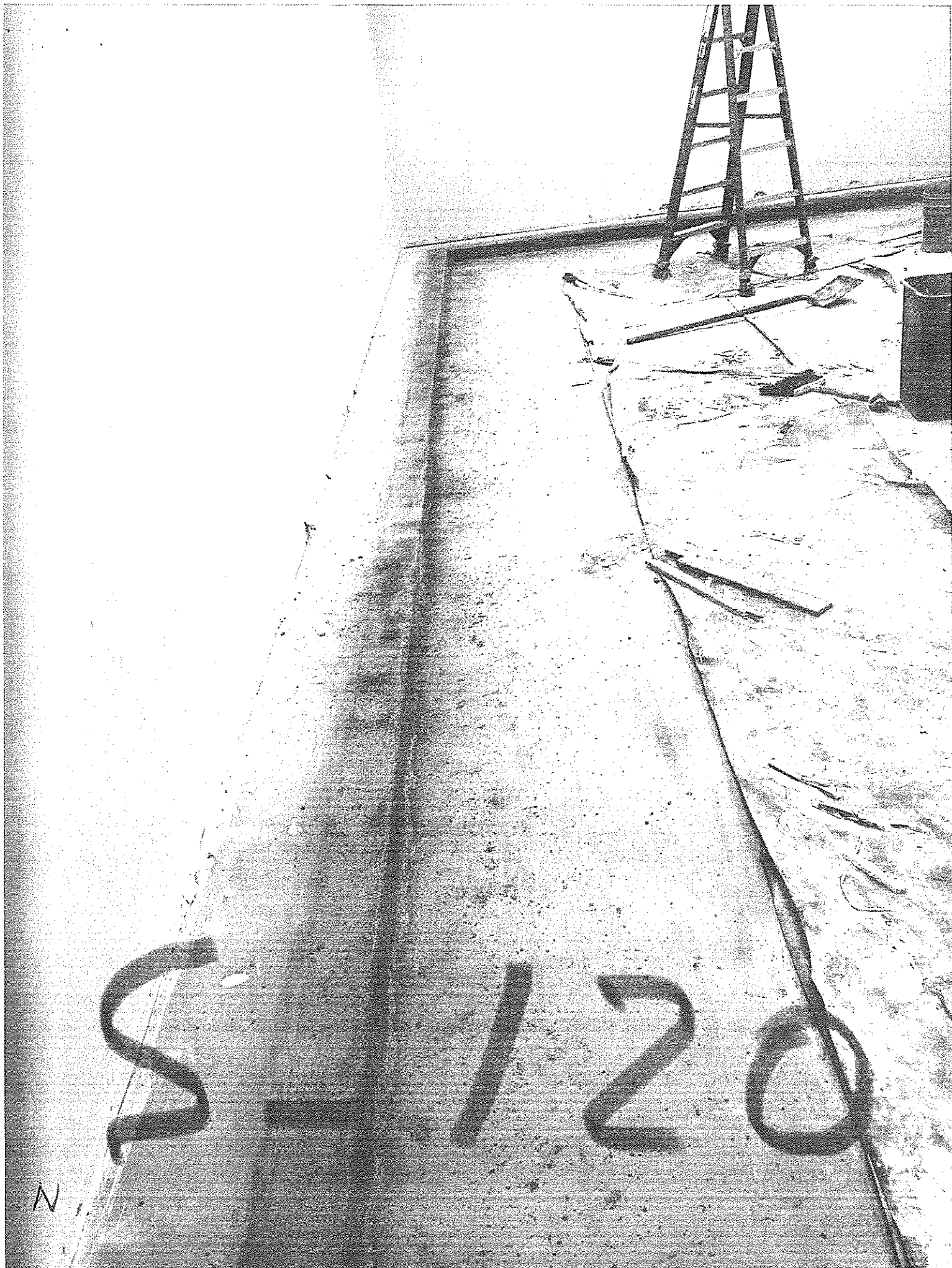
S

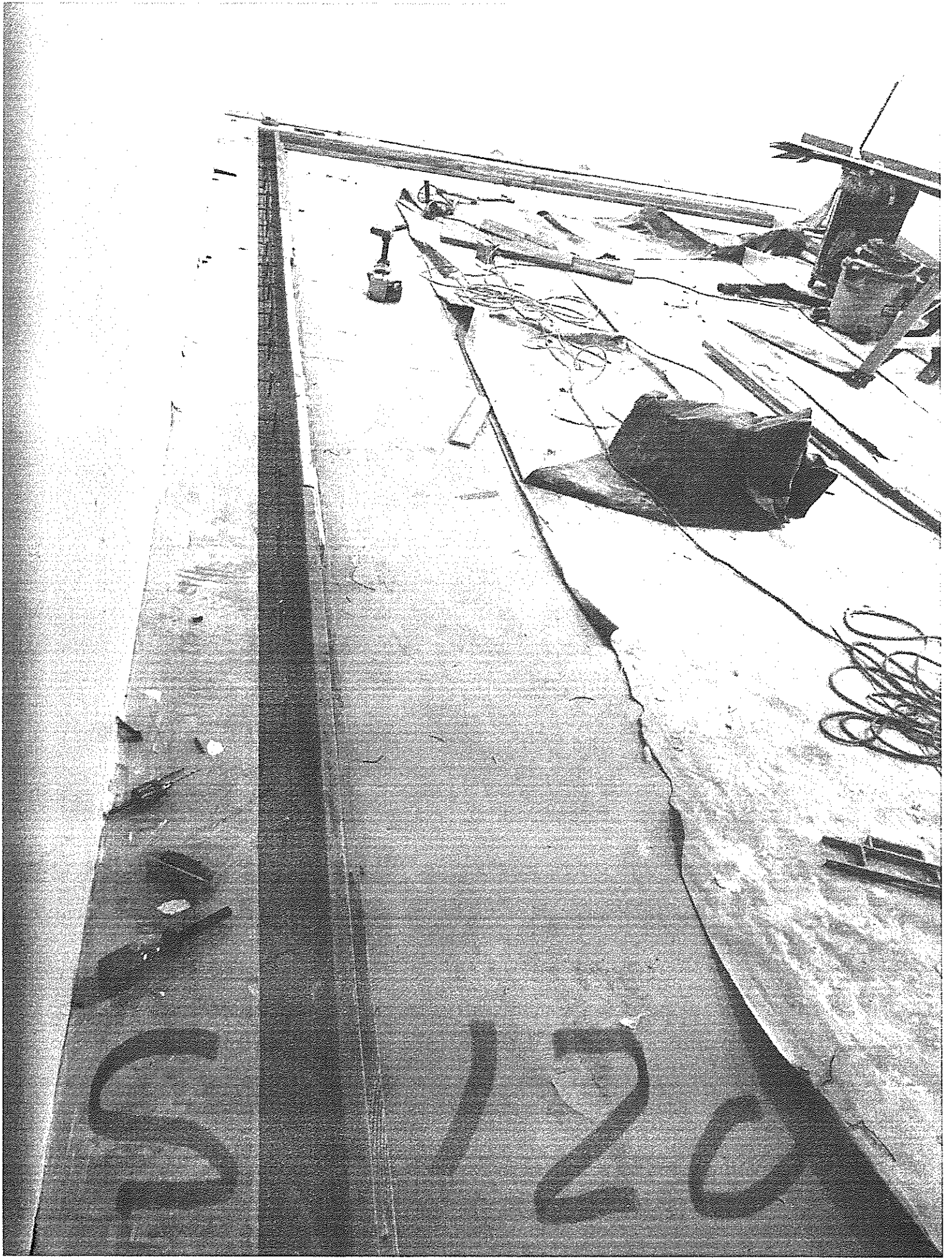
33

G











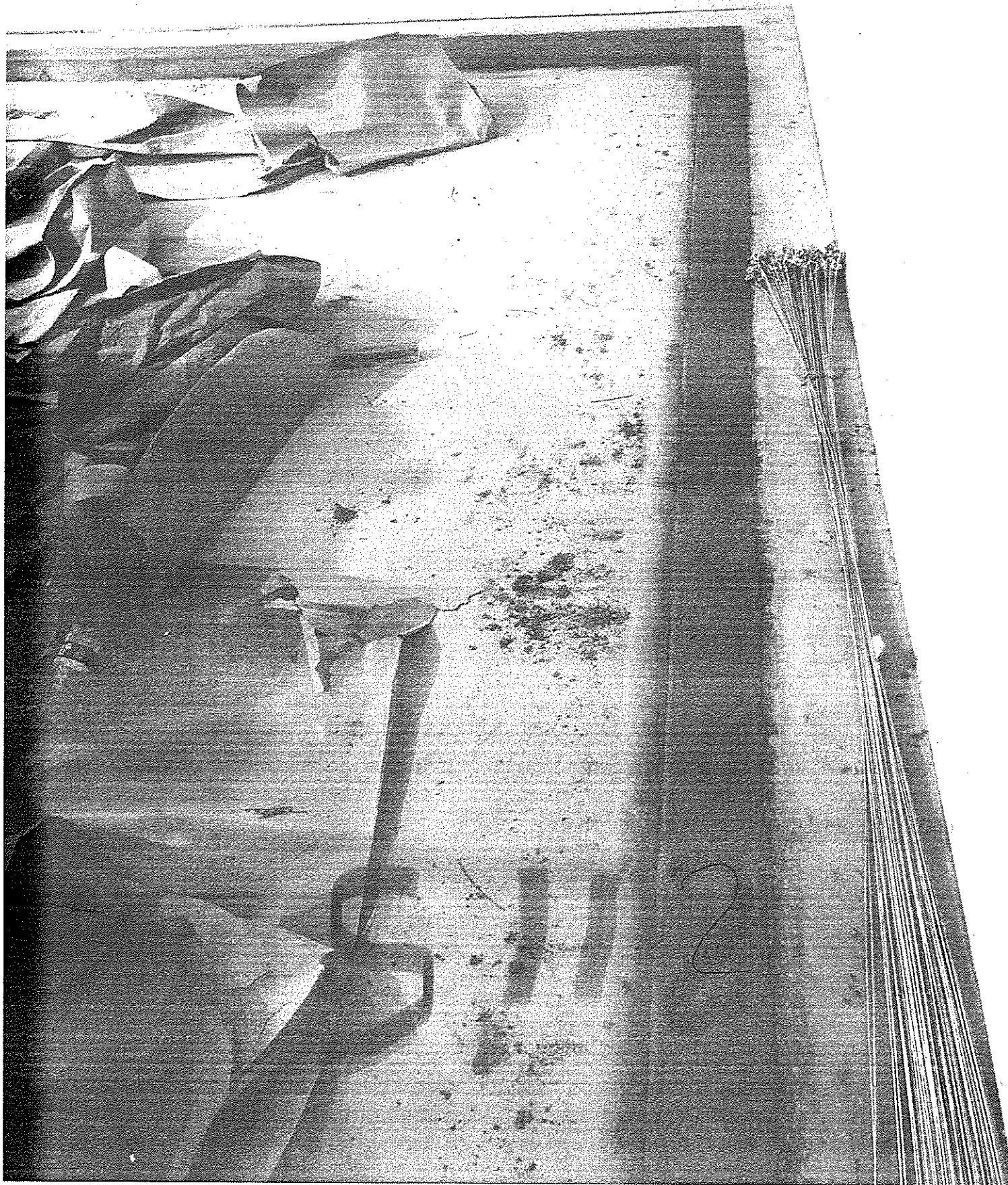
S

W


3

S-113

W



S-135

A photograph showing a concrete walkway or ledge between a light-colored wall on the left and a dark door frame on the right. The concrete surface is weathered and shows some staining. A red rectangular overlay covers the bottom portion of the image. The handwritten text 'S-134' is located in the bottom left corner, partially within the red overlay.

S-134



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 147R1
Date: 2/26/2020

To: Flewelling-Moody	Date Response Is Required: N/A
From: The Nazerian Group	Purchase Order No.: N/A

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: Provide (2) 20' storage containers and labor to move furniture from BLDG T to storage units.

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.	TOTALS
					\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$0.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	\$0.00
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$0.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$4,752.58
J.	SUB-TOTAL (A+B+I):	\$4,752.58
K.	Insurance Rate:	2.00% \$95.05
L.	Bond Rate:	1.50% \$71.29
TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		\$4,918.92
Total Added Days Duration Anticipated:		0

Issued by Contractor: <u>Eric Abolian</u>	Eric Abolian, Project ADMIN	2/26/2020
	Name and Title (Printed)	Date

Approved by: _____	_____	_____
	Signature	Name and Title (Printed) Date

APPROVED FOR TOTAL \$4,918.92

Sam Sahand - F&M - 03/17/2020.



The Nazerian Group
16218 Ventura Boulevard, Suite 7
Tel: (818) 990-5115 Fax: (818) 986-1448
E-mail: cynthia@nazerian.net

PROPOSAL

PROPOSAL NO. 224202009
DATE February 26, 2020
Re: Pasadena High School

TO: Pasadena Unified School District

ATTN: Pasadena High School
PROJECT:

JOB DESCRIPTION					
We propose to furnish all labor, material, and equipment to do the following.					
Provide (2) 20' storage containers and labor to move furniture from BLDG T to storage units.					
ITEM	QTY	UNIT	DESCRIPTION	LINE ITEM	LINE TOTAL
1.00	24	HR	Laborer	\$78.03	\$1,872.72
2.00	2	LS	Colton 20' Allied Storage Containers(12 month duration)	\$859.98	\$1,719.96
3.00	2	EA	Rate Per Unit Delivery(Colton 20' Allied Storage Containers)	\$135.00	\$270.00
4.00	2	EA	Rate Per Unit Prepaid Pickup(Colton 20' Allied Storage Containers)	\$135.00	\$270.00
				Sub-Total	\$4,132.68
				Overhead and Profit	15.00%
				TOTAL	\$4,752.58

**ALLIED
STORAGE
CONTAINERS**

Delivery 4/18/2019
LEASE CONTRACT

Existing/ S.H.

CONTRACT NO.

00032420

P.O. NO.

PASADENA HIGH
SCHOOL

BUYER

NAZERIAN GROUP.

DATE

04/15/19

RENT ~ SELL ~ LEASE ~ CUSTOM MODIFICATION

☐ **Inland Empire-Colton**
2901 S. Riverside Ave. Ste A
Colton, CA 92324

☐ **Central Valley-Fresno**
2965 S. East Avenue
Fresno, CA 93725

☐ **S. California-San Diego**
9200 Siempre Viva Road
San Diego, CA 92154

☐ **Sacramento-Woodland**
80 Deaner Avenue
Woodland, CA 95776

☐ **Bay Area-Oakland**
790 54th Avenue
Oakland, CA 94601

☐ **Phoenix-Arizona**
2420 S. 16th Ave
Phoenix, AZ 85007

Toll Free (888) 807-3888 • www.alliedstoragecontainers.com

DELIVER TO:

NAZERIAN GROUP		
Sako Djvourian		
2925 E SIERRA MADRE BLVD		
PASADENA	CA	91107
CITY	STATE	ZIP CODE

BILLING ADDRESS:

NAZERIAN GROUP		
Sako Djvourian		
16218 VENTURA BLVD STE 7		
ENCINO	CA	91436
CITY	STATE	ZIP CODE

Site Contact: Mike Morales
Telephone: (818) 266-3385

Co. Rep.: Sako Djvourian
Telephone: (818) 990-5115
Fax: (818) 986-1448

Billing Contact:
Telephone:

Lessee herewith confirms having made with Lessor following lease agreement as per the terms and conditions set forth below and reverse. Lessee further agrees that the Container(s) listed in this Lease Contract will not be moved from the above location without written permission from Lessor, and Lessee will not place any loads on top of said Container(s).

Equipment #	Type	Start Date	Depot	Replacement Value	Monthly	RATE PER UNIT Delivery	Prepaid Pickup
	8'x8'x20'	04/18/2019	Inland Empire	\$4,500.00	\$65.00	\$135.00	\$135.00
	8'x8'x20'	04/18/2019	Inland Empire	\$4,500.00	\$65.00	\$135.00	\$135.00
Subtotal					\$130.00		

201490-0

201263-6



When call to P/O
REQUEST
SMALL TRUCK!

Invoice

Allied Storage Containers

PO BOX 519
COLTON, CA 92324
951/788-8681

DATE	INVOICE #
6/1/2019	R19063192

BILL TO		SHIP TO			
NAZERIAN GROUP 16218 VENTURA BLVD STE # 7 ENCINO, CA 91436 ATTN: ACCOUNTS PAYABLE		NAZERIAN GROUP JOBSITE @ 2925 E. SIERRA MADRE BLVD. PASADENA, CA. 91107			
	P.O. NO.	TERMS	DUE DATE	REP	CONTRACT #
	SEE BELOW	Net 15	6/16/2019	SKH	00032420

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	CLASS	AMOUNT
2	20' RENTAL	20' STORAGE CONTAINER RENTAL 6/1-6/30/19 UNITS 201263-6 201490-0	65.00	Colton	130.00T
		PO# PASADENA HIGH SCHOOL		Colton	
		City of Pasadena Sales Tax(Los Angeles Cty)	10.25%	Colton	13.33

A Late Charge of \$25 and Finance Charge of 1.5% per month will be charged on any past due invoices. Please remit amount due promptly!

Total	\$143.33
--------------	-----------------

TOTAL BALANCE ON ACCOUNT

\$174.92



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 148
Date: 2/27/2020

To: Flewelling-Moody	Date Response Is Required: N/A
From: The Nazerian Group	Purchase Order No.: N/A

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: Cut and install louver in door @ sound & data room in BLDG S

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.	TOTALS
					\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$0.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	\$0.00
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$0.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$710.91
J.	SUB-TOTAL (A+B+I):	\$710.91
K.	Insurance Rate:	2.00% \$14.22
L.	Bond Rate:	1.50% \$10.66
TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		\$735.79
Total Added Days Duration Anticipated:		0

Issued by Contractor: <u>Eric Abolian</u>	Eric Abolian, Project ADMIN	2/27/2020
	Name and Title (Printed)	Date

Approved by: _____	_____	_____
	Signature	Name and Title (Printed) Date

APPROVED FOR TOTAL \$735.79

Sam Sahand - F&M - 03/17/2020.



The Nazerian Group
16218 Ventura Boulevard, Suite 7
Tel: (818) 990-5115 Fax: (818) 986-1448
E-mail: cynthia@nazerian.net

PROPOSAL

PROPOSAL NO. 2242020145
DATE February 27, 2020
Re:

Pasadena High School

TO: Pasadena Unified School District

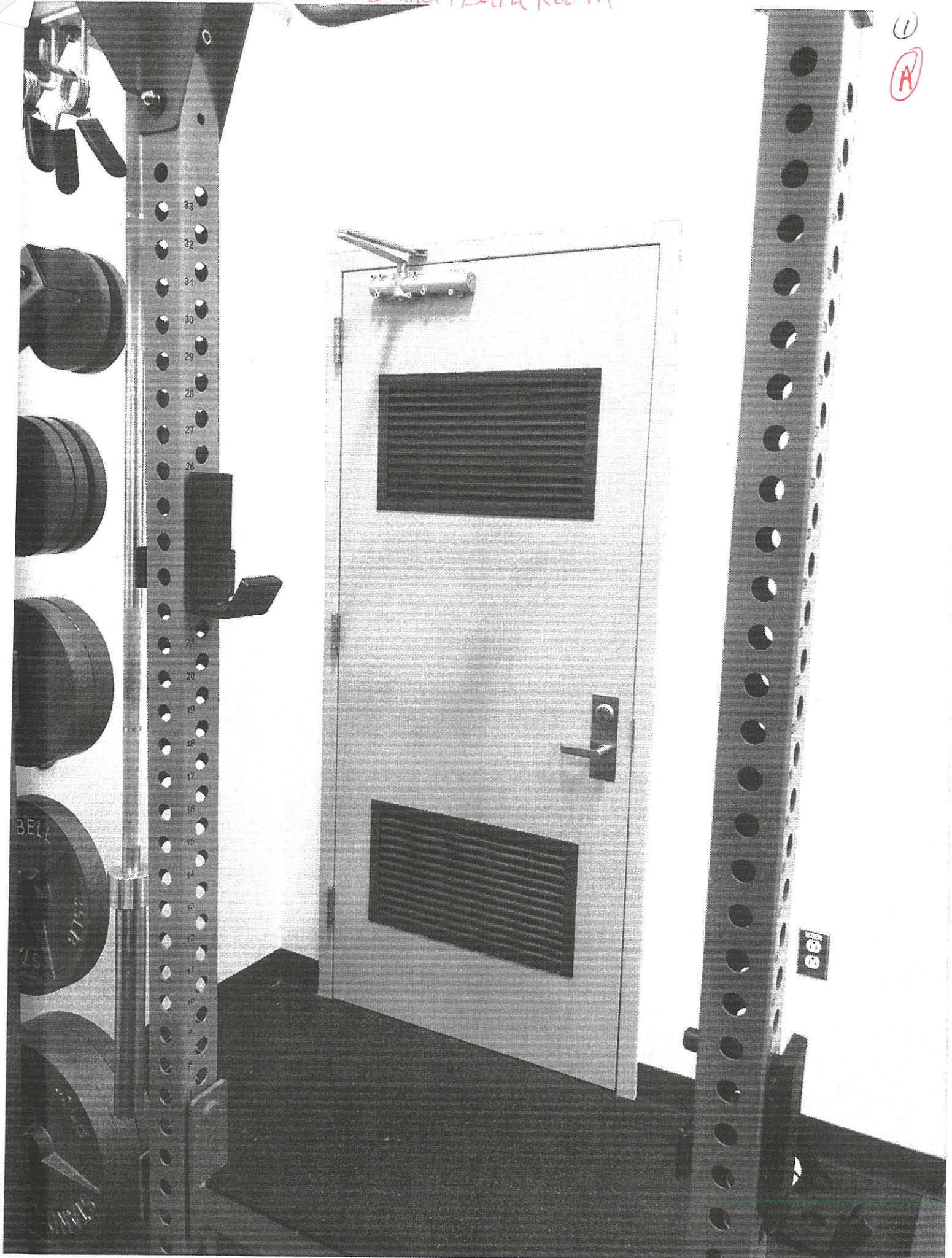
ATTN: Pasadena High School
PROJECT:

JOB DESCRIPTION					
We propose to furnish all labor, material, and equipment to do the following.					
Cut and install louver in door @ sound room in BLDG S					
ITEM	QTY	UNIT	DESCRIPTION	LINE ITEM	LINE TOTAL
1.00	6	HR	Laborer	\$78.03	\$468.18
2.00	2	EA	Louver	\$75.00	\$150.00
Sub-Total					\$618.18
Overhead and Profit				15.00%	\$92.73
TOTAL					\$710.91

Source + Data Room

(1)

(A)





THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 149
Date: 2/27/2020

To: Flewelling-Moody	Date Response Is Required: N/A
From: The Nazerian Group	Purchase Order No.: N/A

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: Pump water from manhole to access wires & pull new wires between BLDGS A & R

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.	TOTALS
					\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$0.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	\$0.00
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$0.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$618.91
J.	SUB-TOTAL (A+B+I):	\$618.91
K.	Insurance Rate:	2.00% \$12.38
L.	Bond Rate:	1.50% \$9.28
TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		\$640.57
Total Added Days Duration Anticipated:		0

Issued by Contractor:	<u>Eric Abolian</u>	Eric Abolian, Project ADMIN	2/27/2020
		Name and Title (Printed)	Date

Approved by:			
	Signature	Name and Title (Printed)	Date

APPROVED FOR TOTAL OF \$640.57

Sam Sahand - F&M - 03/17/2020.



The Nazerian Group
16218 Ventura Boulevard, Suite 7
Tel: (818) 990-5115 Fax: (818) 986-1448
E-mail: cynthia@nazerian.net

PROPOSAL

PROPOSAL NO. 2242020146
DATE February 27, 2020
Re: **Pasadena High School**

TO: Pasadena Unified School District

ATTN: Pasadena High School
PROJECT:

JOB DESCRIPTION					
We propose to furnish all labor, material, and equipment to do the following.					
Pump water out of manhole and pull wires between BLDGS A & R					
ITEM	QTY	UNIT	DESCRIPTION	LINE ITEM	LINE TOTAL
1.00	6	HR	Laborer	\$78.03	\$468.18
2.00	1	LS	Pump Rental	\$70.00	\$70.00
Sub-Total					\$538.18
Overhead and Profit				15.00%	\$80.73
TOTAL					\$618.91

2
B

ADMINISTRATION







THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 150
Date: 2/27/2020

To: Flewelling-Moody	Date Response Is Required: N/A
From: The Nazerian Group	Purchase Order No.: N/A

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: Prep floors in room T-102 & T-103

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.	TOTALS
					\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$0.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	\$0.00
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$0.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$2,691.48
J.	SUB-TOTAL (A+B+I):	\$2,691.48
K.	Insurance Rate:	2.00% \$53.83
L.	Bond Rate:	1.50% \$40.37
TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		\$2,785.68
Total Added Days Duration Anticipated:		0

Issued by Contractor:	<u>Eric Abolian</u>	Eric Abolian, Project ADMIN	2/27/2020
		Name and Title (Printed)	Date

Approved by:			
	Signature	Name and Title (Printed)	Date

APPROVED FOR TOTAL \$2,785.68

Sam Sahand - F&M - 03/17/2020.



The Nazerian Group
16218 Ventura Boulevard, Suite 7
Tel: (818) 990-5115 Fax: (818) 986-1448
E-mail: cynthia@nazerian.net

PROPOSAL

PROPOSAL NO. 2242020147
DATE February 27, 2020
Re: **Pasadena High School**

TO: Pasadena Unified School District

ATTN: Pasadena High School
PROJECT:

JOB DESCRIPTION					
We propose to furnish all labor, material, and equipment to do the following.					
Prep floors in room T-102 & T-103					
ITEM	QTY	UNIT	DESCRIPTION	LINE ITEM	LINE TOTAL
1.00	14	HR	Laborer	\$78.03	\$1,092.42
2.00	16	EA	Plywood 3/4"	\$78.00	\$1,248.00
Sub-Total					\$2,340.42
Overhead and Profit				15.00%	\$351.06
TOTAL					\$2,691.48



(C)

1-103



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 152
Date: 2/27/2020

To: Flewelling-Moody	Date Response Is Required: N/A
From: The Nazerian Group	Purchase Order No.: N/A

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: *Painting (2) corners in dressing room T-110(new walls)*

Subcontractor Costs:

(Provide Detailed Backup)

Item	Labor	Material	Equipment	Misc.	TOTALS
					\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$0.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	\$0.00
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$0.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$1,642.75
J.	SUB-TOTAL (A+B+I):	\$1,642.75
K.	Insurance Rate:	2.00% \$32.86
L.	Bond Rate:	1.50% \$24.64
TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		\$1,700.25
Total Added Days Duration Anticipated:		0

Issued by Contractor: <u><i>Eric Abolian</i></u>	Eric Abolian, Project ADMIN	2/27/2020
	Name and Title (Printed)	Date

Approved by: _____	_____	_____
	Signature	Name and Title (Printed) Date

APPROVED FOR TOTAL \$1,700.25

Sam Sahand - F&M - 03/17/2020.



The Nazerian Group
16218 Ventura Boulevard, Suite 7
Tel: (818) 990-5115 Fax: (818) 986-1448
E-mail: cynthia@nazerian.net

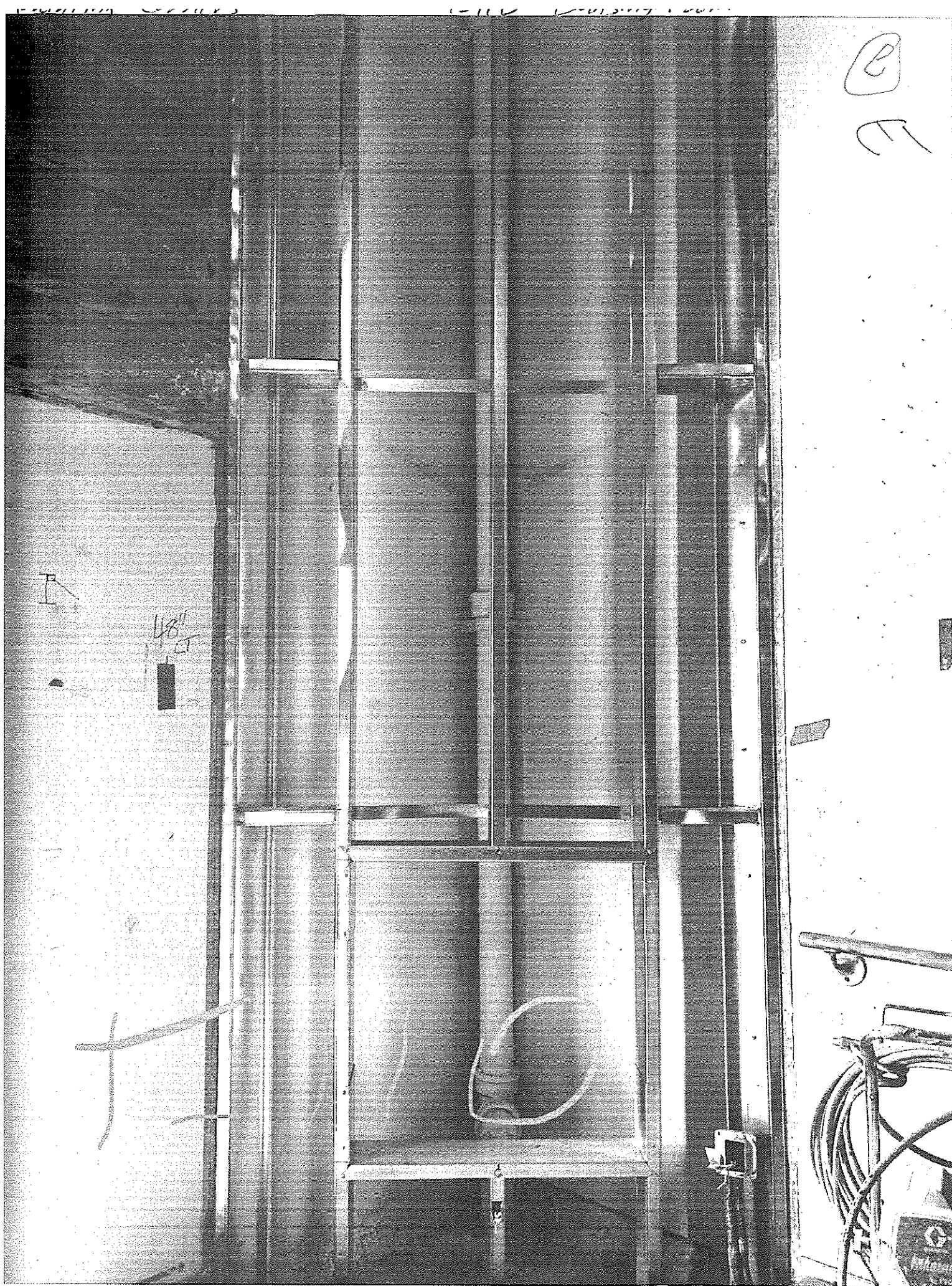
PROPOSAL

PROPOSAL NO. 2242020149
DATE February 27, 2020
Re: Pasadena High School

TO: Pasadena Unified School District

ATTN: Pasadena High School
PROJECT:

JOB DESCRIPTION					
We propose to furnish all labor, material, and equipment to do the following.					
Painting (2) corners in dressing room T-110(new walls)					
ITEM	QTY	UNIT	DESCRIPTION	LINE ITEM	LINE TOTAL
1.00	16	HR	Laborer	\$78.03	\$1,248.48
2.00	4	EA	Paint (Per Gallon)	\$45.00	\$180.00
Sub-Total					\$1,428.48
Overhead and Profit				15.00%	\$214.27
TOTAL					\$1,642.75





THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified School District
Project: PHS Gym and Locker Room Renovation
Reference:
Proposal No: 206
Date: 3/9/2020

To: Flewelling-Moody	Date Response Is Required: N/A
From: The Nazerian Group	Purchase Order No.: N/A

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: PER FIELD CONDITIONS, ADDITION OF THRESHOLD ON DOORS #R108A, R108B, R108C, R108D IN GYM BLDG

Subcontractor Costs:

(Provide Detailed Backup)


Item	Labor	Material	Equipment	Misc.	TOTALS
CONSTRUCTION HARDWARE CO.					\$638.51

A.	TOTAL SUBCONTRACTOR COSTS:	\$638.51
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	\$95.78
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$44.06
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	\$778.34
K.	Insurance Rate:	2.00% \$15.57
L.	Bond Rate:	1.50% \$11.68
TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):		\$805.59
Total Added Days Duration Anticipated:		0

Issued by Contractor: <u>Eric Abolian</u>	Eric Abolian, Project ADMIN	3/9/2020
	Name and Title (Printed)	Date

Approved by: _____	_____	_____
	Signature	Name and Title (Printed) Date

APPROVED FOR TOTAL \$805.59

Sam Sahand - F&M - 03/18/2020. 



Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216
P.O. Box 2587, Pomona, CA 91769-2587

Phone 909.594.9093
Fax 909.595.8050

www.constructionhardwareco.com

Architectural Hardware, Doors and Frames

Installation, Access Control, Custom Solutions

Change Order#: 44432

CHANGE ORDER PROPOSAL

Issued To:

Nazerian c*Pasadena HS Gym

Pasadena HS Gym/Locker

Pasadena, CA 91107

Date 10/30/2018

Ref# Gym Threshold

Requested By: Fred

Job #: 7843

Salesperson: WILLIAM HURLEY

Quantity	Part #	Description	Price	Extended
3	2748A 72 MS/ES10 AL	THRESHOLD	\$86.00	\$258.00
4	INSTALLATION	INSTALL 4 THRESHOLDS	\$89.00	\$356.00

Notes:

No threshold specified or on sill details on plans- Doors # R108A, R108B, R108C, R108D

Sub Total: \$614.00

Tax: \$24.51

Total Quote: **\$638.51**

TERMS AND CONDITIONS:

1. This proposal is subject to acceptance within 30 days from proposal date. After this date we reserve the right to requote.
2. **Freight Prepaid and Add**
3. Payment Terms are Net 30 days from the date of invoice, no retention
4. The terms and conditions herein supercede all other terms and conditions unless agreed in writing prior to acceptance.
5. All provisions and product specifications of this Proposal cannot be varied or substituted without written agreement
6. Special Order Material is subject to minimum 8-10 weeks lead time after approval of final submittal(s) (if required). Special ordered is subject to restocking charge if returned.
7. Construction Hardware Co. invoices and change orders are not subject to owner's approval
8. **We cannot proceed without your written change order agreeing to pay the above amount.**

Acceptance of Proposal: Upon signature, customer agrees to all terms, conditions and material as stated in this proposal

Signature

Print Name

Date

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

TOPIC: APPROVAL TO REQUEST THE BOARD TO REJECTING ALL BIDS FOR PUSD
BID NO. PUSD- BID 04-19-20 PHS MODERNIZATION CAMPUS IDENTITY
(PHASE 3)

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves to reject all Bids for the PUSD Bid # PUSD- BID 04-19-20 PHS MODERNIZATION CAMPUS IDENTITY (PHASE 3)

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning

I. BACKGROUND

Construction Bid No. 04-19/20 was issued on 2/14/2020 the mandatory bidders conference was held on 2/20/2020 and Bid Opening date was on 4/7/2020 at 2:00 p.m. three Contractors submitted their bids see attached list of bid recap.

II. STAFF ANALYSIS

Staff recommends rejecting all bids due to the amount on the lowest bid received exceeds the total amount budgeted for this project.

Attachment: Bid recap sheet

III. FISCAL IMPACT

N/A

**Pasadena Unified School District
Board of Education Agenda: April 23, 2020
Submitted by: _____
Nelson Cayabyab, Chief Facilities Officer**

Funding title code:

Name: N/A

String: NA

Approved:

Brian O. McDonald, Ed.D.
Superintendent

Originator: Nelson Cayabyab, Chief Facilities Officer

April 23, 2020

PHS Modernization Campus Identity (Phase 3)

OPENING DATE AND TIME: 04/7/2020, 2:00 PM

PLACE: Procurement

	CONTRACTOR NAME	JOB WALK	ADDENDUM	TIME STAMP	GC's DIR #	SUB LIST	BID BOND	DEVIATNS FORM	NON COLL	WORKERS COMP	REF LIST	DRUG-FREE WORK PLACE	ALCOHOL & TOBACCO FREE	PAGES 5 & 17	TOTAL BID
1	Shenk Developers	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	2,484,000.00
2	Shenk Developers			April 7 12:56pm											100,000.00 Deduct
3	Dalke & Sons	✓	ack only added	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	17/NO 3	4,254,246.00
4				April 7 1:56pm											101,900 Deduct
5	The Nazarian group	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	2,274,123.00
6				April 7 1:56pm											124,123.00 Deduct
7															
8															
9															
10															
11															
12															
13															

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF RELEASE AND WAIVER AGREEMENT BETWEEN PASADENA UNIFIED SCHOOL DISTRICT AND THE NAZERIAN GROUP

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the release and waiver agreement between the Pasadena Unified School District (“District”) and The Nazerian Group Inc. (“Nazerian”) for the John Muir High School- Auditorium and Kitchen Renovation and Bleacher Replacement project in the amount not to exceed \$581,081.94.

Anticipated Effect on Student Outcomes: The project provides improvements to school facilities in support of 21st Century learning environments.

I. BACKGROUND

On July 28, 2016, Nazerian and the District entered into a written contract for the District’s Bid # 11-15/16 Muir High School- Auditorium and Kitchen Renovation and Bleacher Replacement project. Nazerian contents that is owed additional money for extension of general conditions at John Muir High School.

II. STAFF ANALYSIS

Staff recommends the Board approves the release and waiver agreement which outline payment by District and Acceptance by Nazerian and the Release & Waiver agreement.

Attachments: Release and Waiver Agreement

III. FISCAL IMPACT

Upon execution of this agreement the district will pay Nazerian \$581,081.94 funds are available in the Measure TT account for John Muir High School Auditorium, Kitchen & Bleacher Replacement Project, resulting in the new balance of \$0.00 in said account as of April 14, 2020.

**Pasadena Unified School District
Board of Education Agenda:** April 23, 2020
Submitted by: Nelson Cayabyab
Nelson Cayabyab, Chief Facilities Officer

Funding title/code:

Name: John Muir High School Modernization, Abatement and Kitchen

String: 21.1-95051.0-00000-85000-6270-082000

Approved:

Brian O. McDonald, Ed.D.
Superintendent

Originator: Nelson Cayabyab, Chief Facilities Officer

RELEASE AND WAIVER AGREEMENT

This Release and Settlement Agreement (“Agreement”) is made and entered into on this ____th day of April, 2020, by and between The Nazerian Group, Inc. (“Nazerian”) and the Pasadena Unified School District (“District”). Nazerian and the District are also referred to herein collectively as the “Parties”.

When a party to this Agreement makes releases herein, that party acts on behalf of and for itself, and its parent companies, subsidiaries, affiliated companies, governing board, officers, directors, partners, stockholders, agents, representatives, employees, successors, heirs, executors, administrators, assigns and all other entities, persons, firms, associations, insurers, sureties, bond principals, architects, engineers or corporations connected with them.

The release of a party to this Agreement releases that party and its present and former parent companies, subsidiaries, affiliated companies, governing board, officers, directors, partners, employees, agents, representatives, servants, attorneys, consultants, successors, heirs, executors, administrators, and all other entities, persons, firms, associations, partnerships, insurers, sureties, bond principals, architects, engineers or corporations connected with it.

RECITALS

A. On or about July 28, 2016, Nazerian and the District entered into a written contract (“Contract”) for the District’s Bid #11-15/16 Muir High School – Auditorium and Kitchen Renovation and Bleacher Replacement project (“Project”). A true and correct copy of Contract is attached hereto as Exhibit A;

B. Nazerian contends that it is owed additional money for general conditions (“COR Claim”);

C. Retention remains due and owing on the Project. Due to incomplete punchlist items, the District disputes that the Nazerian is entitled to the full amount of retention (“Retention Claim”);

D. The Parties now wish to globally, fully and finally forever compromise, and resolve all rights, claims, and liabilities they may have arising or in any manner related to the Contract, Project, COR Claim, and Retention Claim subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the exchange of valuable consideration, including the covenants and conditions of this Agreement, the receipt and sufficiency of which is acknowledged, and based on the Recitals set forth above which form a part of this Agreement, the Parties agree to the following terms and conditions:

AGREEMENT

1. Payment by District and Acceptance by Nazerian

Within thirty (30) calendar days after the Parties executing this Agreement and approval of the Agreement by the District's governing Board of Education, the District shall pay to Nazerian the total sum of \$581,081.94 (Five hundred eighty one thousand, eighty one dollars and ninety four cents). Nazerian shall accept this amount as full and final payment for any and all payments, change orders, delays, extended overhead and general conditions, time extensions, and any other costs or damages that have been, or could be raised by Nazerian, or in any way related to the Project, Contract, COR Claim, or Retention Claim.

2. Release & Waiver

Upon execution of this Agreement by Nazerian and the District and approval the Agreement by the District's Board of Trustees, the District and Nazerian (and its parent companies, subsidiaries, affiliated companies, directors, partners, stockholders, agents, representatives, employees, successors, heirs, executors, administrators, assigns and all other entities, persons, firms, associations, insurers, sureties, or corporations connected with them), hereby release and forever discharge each other, its governing Board, officers, directors, partners, employees, agents, representatives, servants, attorneys, consultants, successors, heirs, executors, administrators, and all other entities, persons, firms, associations, partnerships, insurers, architects, engineers or corporations connected with it, from and against any and all actions, causes of action, actual or potential claims, liabilities, demands, damages, losses, costs and expenses of any nature whatsoever, whether known or unknown, fixed or contingent arising out of or in any way related to any and all costs and claims arising from the Project, Contract, COR Claim, or Retention Claim..

The Parties expressly, voluntarily and knowingly waive the application of California Civil Code §1542 which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

3. Exceptions to Mutual Release

The Mutual Release in Paragraph 2 above and the Parties' waiver of the application of Civil Code §1542 shall not apply to: (1) any claims based on any unexpired guarantees or warranties for the Project as required by the Contract (which are neither expanded nor diminished by this Agreement); (2) any claims arising from the assertion of patent or latent deficiencies (as defined in Code of Civil Procedure §337.1 and §337.15, respectively) related to the Project; (3) any claims by the District for defense of or indemnity for future claims (i.e., indemnity claims arising from third party claims) as required under the Contract; or (4) any stop notice or payment claims under Civil Code §9000 et seq. or wage or labor claims under Labor Code §1720 et seq. or Title 8, California Code of Regulations, Section 16000 et seq.

4. Amendments

This Agreement may be amended or supplemented only by mutual consent of the Parties and set forth in a written document executed by the Parties.

5. Entire Agreement

This Agreement shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

6. Binding Effect and Benefits

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7. Assignability

Neither this Agreement nor any of the Parties' rights hereunder shall be assignable by any of the Parties without the prior written consent of the other Party.

8. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to any applicable conflicts of law, including all matters of construction, validity and performance.

9. Attorneys' Fees

Should any litigation or arbitration be commenced between the Parties hereto or their representatives concerning any provision contained in this Agreement or the rights and duties of any person or entity hereunder, solely as between the Parties hereto or their successors, the prevailing party in such proceeding will be entitled to the reasonable attorneys' fees and expenses of counsel, and other fees and costs reasonably incurred in the course of such litigation or arbitration.

10. No Interpretation Against Drafter

This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty and ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California.

11. Right to Seek Advice of Counsel

The Parties, and each of them, acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed the Agreement after review by such independent counsel. Prior to executing the Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this Agreement.

12. Severability

The validity, legality or enforceability of the remainder of this Agreement will not be affected even if one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable in any respect.

13. Further Assurances and Authority to Bind

Each of the Parties warrants and represents that they have fulfilled all corporate and municipal formalities to enter into this Agreement, and be bound by the terms of this Agreement. Each of the signatories warrants and represents that each of them has binding authority of the entity on whose behalf he/she is signing this Agreement. Further, the Parties agree to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the terms and conditions of this Agreement.

14. Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Headings

The various headings of the Paragraphs of this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto duly execute this Agreement on the date first set forth above.

The Nazerian Group, Inc.

Pasadena Unified School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT “A”
[INSERT CONTRACT]

0200.1 GENERAL CONTRACT

THIS GENERAL CONTRACT (this "**General Contract**") is made as of **July 28, 2016**, in the County of Los Angeles, State of California, by and between the **PASADENA UNIFIED SCHOOL DISTRICT** (hereinafter called the "**District**"), and **THE NAZERIAN GROUP** (hereinafter called "**Contractor**").

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONSIDERATIONS STATED HEREIN, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor hereby agree as follows:

1. SCOPE OF WORK. The Contractor shall perform within the time stipulated herein, and shall provide all labor, equipment, materials, tools, utility services and transportation to complete in a workmanlike manner, in accordance with the terms and conditions of the Contract Documents, as defined in Section 10 below, all of the work (the "**Work**") required in connection with the following titled project, all as more fully described in the Contract Documents (the "**Project**"):

Bid #11-15/16--Muir HS-Auditorium & Kitchen Renovation and Bleacher Replacement

It is the duty of the Contractor to complete the Work in exact accordance with the Contract Documents and any approved revisions or interpretations thereto, including, without limitation, all Project Requests for Information, Submittal Endorsements and Architectural and Engineering Field Directives and Inspector Non-compliance Notices/Notices of Deviations. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with its obligations hereunder and, except as otherwise expressly provided in Section 8 of the General Terms and Conditions, shall not be excused from such obligations by any act or omission of the Architect (as defined in Section 7 below), any licensed engineer whose stamp appears on the drawings, the Inspector (as defined in Section 7 below) or any specialty inspector, any representative of the Division of the State Architect (DSA), the District or the State of California.

2. CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions ordered or approved by the District by any Change Order (as described and provided for in the General Terms and Conditions), the lump sum price of: **TWENTY THREE MILLION, SEVEN HUNDRED SEVENTY-SEVEN THOUSAND, ONE HUNDRED TWENTY-THREE DOLLARS (\$23,777,123.00)** (the "**Contract Price**"), which shall be payable to the Contractor in progress payments from time to time in accordance with Section 6 of the General Terms and Conditions.

3. CONTRACT TIME. The Work shall be commenced on the date stated in the Districts Notice to Proceed to the Contractor (the "**Starting Date**"), and as specified therein, shall be completed within **545** consecutive calendar days from and after the Starting Date (the "**Contract Time**"). If the Work is not completed in conformance with the foregoing, the Contractor shall be subject to liquidated damages in the amount set forth in Section 4 below.

A. TERMINATION PRIOR TO NOTICE TO PROCEED. Contractor hereby acknowledges that adequate District funding for this Project is a condition precedent to the effectiveness of this General Contract. Therefore, should the District determine, at its sole and absolute discretion, that the funding available is insufficient to complete this Project for any reason, the District may terminate this General Contract immediately upon written notification to Contractor at any time prior to the issuance of the Notice to Proceed. In the event of such termination, this General Contract, and all associated Contract Documents, shall be automatically deemed null and void and the Contractor shall not be entitled to any payment, compensation, or restitution as a result of the termination, including, but not limited to, payment for any cost or expense occurred by the Contractor as a result of this General Contract or the Project. Upon issuance of the Notice to Proceed, this termination right shall expire and the termination provisions set forth in the Contract Documents, as defined in Section 10 below, shall control.

4. **LIQUIDATED DAMAGES.** The agreed upon liquidated damages payable to the District pursuant to Section 7 of the General Terms and Conditions in the event that the Work is not completed within the Contract Time shall be **Five Thousand Dollars (\$5,000.00)** for each calendar day that the completion of the Project is so delayed beyond the expiration of the Contract Time.

5. **INSURANCE REQUIREMENTS.** As provided in Section 43 of the General Terms and Conditions, Contractor shall procure and maintain from the Starting Date until final payment under this General Contract is made to the Contractor, and shall require all subcontractors to so procure and maintain for all periods during which such subcontractors are performing any portion of the Work, the insurance described below in the coverage amounts described below.

Lack of insurance coverage does not negate the Contractor's obligations under this contract

(a) Builder's Risk Insurance or its equivalent on a so-called all risks basis (including collapse, but excluding coverage for earthquake and flood) on a completed value (non-reporting) form for the full Contract Price (as may be increased from time to time pursuant to Change Orders (as defined in the General Terms and Conditions) or full replacement value, whichever is the greater sum, covering the interest of the District, its contractors and subcontractors in all Work, including, without limitation, all materials and equipment stored on the site to be incorporated in such Work and all materials and equipment already incorporated in such Work.

(b) Comprehensive Bodily Injury and Property Damage Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$5,000,000 each occurrence. The policy(ies) so secured and maintained shall include coverage for Contractual or Assumed Liability, Contractors Protective (Contingency) Liability, Products Liability or Completed Operations, Hazardous Materials (required when the Contract involves removal of these materials), and Owned, Hired, and Non-owned Automobiles Insurance; and shall be endorsed to the name of the Pasadena Unified School District, its Agents and Officers described in Section 43 of the General Terms and Conditions as additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and the Contractor's insurance primary despite any conflicting provisions in the Contractor's policy to the contrary. Coverage shall be maintained with no self-insured retention.

(c) Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, adequate to protect it and all subcontractors from claims under Workers' Compensation Acts which may arise from operations under the Contract Documents, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Waiver of subrogation endorsement against the Pasadena Unified School District, its agents and officers required.

(d) All insurance coverage amounts specified above shall be Project-specific to this particular Work, and all such insurance shall cover only risks relating to or arising out of the Project and the Work. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of other work contracted for or being performed by Contractor.

(e) Such other insurance in amounts as the District may reasonably deem advisable from time to time for protection against claims, liabilities and losses arising out of or in connection with the Project or the Work; provided that, the additional cost of such insurance shall be added to the Contract Price pursuant to a Change Order in accordance with Section 9 of the General Terms and Conditions.

(f) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to the Contract, the same shall be deemed a material breach of contract. The District, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.

(g) Acceptability of Insurers, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:7 unless otherwise approved by the District.

(h) **Verification of Coverage.** Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms that conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences.

(i) The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

6. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted into this General Contract and the other Contract Documents shall be deemed to be inserted herein or therein (as applicable) and this General Contract and such other Contract Documents shall be read and enforced as though it were included herein or therein (as applicable), and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the General Contractor any of the other Contract documents (as applicable) shall forthwith be physically amended to make such insertion or correction.

7. **DESIGNATION OF ARCHITECT AND INSPECTOR.** The Architect for the Project shall be **WLC Architects, Inc.** (or such other person or legal entity as the District may designate from time to time by written notice to the Contractor).

8. **DUE AUTHORIZATION.** This General Contract is, and all Contract Documents to be executed by Contractor in connection with the Work and the Project will be, duly authorized, executed and delivered by Contractor, is and will be legal, valid and binding obligations of Contractor enforceable against Contractor in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally), and does not and will not violate any provisions of any agreement to which Contractor is a party or may become a party or to which it is subject or may become subject. The representations and warranties contained in this Section 8 shall be deemed to be remade each day throughout the term of the Contract.

9. **AUTHORIZATION OF SIGNATORIES.** Each individual and entity executing this General Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this General Contract to the terms and provisions hereof.

10. **COMPONENT PARTS OF THE CONTRACT.** The Contract consist of the following documents, all of which are component parts of the Contract as if herein set out in full or attached hereto (the "**Contract Documents**"):

- Notice to Contractors Calling for Bids
- Bidders Information
- Notice of Mandatory Pre-Bid Conference & Job Walk
- Bid Overview
- Information for Bidders
- Bid Form
- Designation of Subcontractors
- Bid Bond
- Non-Collusion Declaration
- Acknowledgment of Bidding Practices Regarding Indemnity Form
- General Contract
- Contractor's Certificate Regarding Worker's Compensation
- Contractor's Certificate Regarding Drug Free Work Place
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Performance Bond
- Payment Bond
- General Terms and Conditions
- Special Conditions and any Supplementary General Terms and Conditions

State Allocation Board (SAB) Forms 515PB, 515SC, 515GFE (DVBE forms)
(if required by bid)
Continuity of Work Agreement
Labor Compliance Program, if any
Requests for Information (RFIs)
Submittal Endorsement
Specifications
All Addenda as Issued
Drawings/Plans
Change Orders
Construction Change Documents
Architect/Engineer Field Directives
Submittal Responses
Title 24 of the California Code of Regulations
California Building Code (2007 Edition)
Prevailing Wage Rate Tables (available upon request)
Requirements, Reports and/or Documents in the Project Manual

All of the above-listed Contract Documents and General Conditions are intended to be complimentary. Work required by any one of the above-named items and not required by another shall be performed as if required by all.

11. BOND REQUIREMENTS.

(a) Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate Surety authorized and admitted to transact business in California as sureties. To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the Surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

(b) Surety Qualification. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

(c) Alternate Surety Qualifications. If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

12. CERTIFICATIONS. Contractor shall execute and submit to the District all certifications and acknowledgements required by the Contract Documents prior to the commencement of Work on the Project.

13. PREVAILING WAGES. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Unless specifically exempted by the Labor Commissioner for this Project,

monitoring and enforcement of the prevailing wage laws and related requirements will also be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).


The following are hereby referenced and made a part of this Contract and Contractor stipulates to the provisions contained therein.

- (a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.);
- (b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.); and
- (c) Continuity of Work Agreement.

IN WITNESS WHEREOF, this General Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT




Signature
Chief Facilities Officer
Nelson Cayabyab

9/20/16

Date

CONTRACTOR:
THE NAZERIAN GROUP

Vahan Nazarian

Printed Name


Signature

President

Title
9/14/2016

Date

Authorized Officers or Agents

(CORPORATE SEAL)

Bid #11-15/16--Muir HS-Auditorium & Kitchen Renovation and Bleacher Replacement

BR 1483-F and BR 1484-F
Approved by the Board on
March 26, 2020

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF FACILITIES MASTER PLANNING SERVICES WITH SWIFT LEE ARCHITECTS FOR FACILITIES MASTER PLANNING

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the proposal with Swift Lee Architects for Facilities Master Planning services in the amount not to exceed \$50,000.00 plus additional 10% for reimbursables.

Anticipated Effect on Student Outcomes: Provides safe transportation for students.

I. BACKGROUND

On January 25, 2016 district staff made selections to hire seven (7) Architectural and Engineering Firms to help with it is master planning efforts throughout the District. Swift Lee Architects was selected to take the lead on the assessment and master planning efforts.

II. STAFF ANALYSIS

District staff recommends approving the Master Planning Services proposal in the amount not to exceed \$50,000.00 plus 10% for reimbursable expenses should be invoiced separately. Master Planning services shall be limited to works pertaining to completing the TEMPLATE as outlined in District's Agreement for Architectural Services attached here.

The nine campuses that Swift Lee will provide Facilities Master Planning Services are: Altadena Elementary School, John Muir High School, Marshall Fundamental School, San Rafael Elementary School, Willard Elementary School, Hamilton Elementary School, Jackson Elementary School, Blair I.B High School, and Washington Elementary School.

Attachments: Swift Lee Architects Proposal
Agreement for Architectural Services (Facilities Master Planning Services)

III. FISCAL IMPACT

Funds in the amount not to exceed \$50,000.00 are available in the Measure Y account; resulting in the new balance \$79,030.25 of as of March 15, 2020.

Pasadena Unified School District

Board of Education Agenda: March 26, 2020

Submitted by: Nelson Cayabyab
Nelson Cayabyab, Chief Facilities Officer

Funding title / code:

Name: Measure Y

String: 21.0-92100.0-00000-85000-6210-0000710

Approved:



Brian O. McDonald, Ed.D.
Superintendent

Originator: Nelson Cayabyab, Chief Facilities Officer

ADDENDUM Scope of Services Proposal

For the Project: **Facilities Master Planning Services**
Between the Owner: **Pasadena Unified School District**
and the Architect: **Swift Lee Office, Inc.**
Date: **March 04, 2020**
Submitted to: **Nelson Cayabyab, Chief Facilities Officer**
740 West Woodbury Road. Pasadena, CA 91103

I. Project Description & Project Scope

A. Master Planning Services:

It is our understanding that SLO shall provide FACILITIES MASTER PLANNING SERVICES for the Pasadena Unified School District at the school campuses listed below:

1. Altadena Elementary School
2. John Muir High School
3. Marshall Fundamental School
4. San Rafael Elementary School
5. Willard Elementary School
6. Hamilton Elementary School
7. Jackson Elementary School
8. Blair High School
9. Washington Elementary School

B. Scope of Work:

Master planning services shall be limited to works pertaining to completing the TEMPLATE as outlined in District's "AGREEMENT FOR ARCHITECTURAL SERVICES (Facilities Master Planning Services)".

II. District's Responsibilities

- a. The District shall assign a Project Manager as a single point of contact who shall aid in the collection of data and assessments, and for all the communication of any information.
- b. The District shall provide and coordinate access to the school facilities.
- c. The District shall provide scheduling of meetings and coordination with school principals, staff, PTA, M& O personnel, council, and communities shall be the responsibility of the District.
- d. The District shall provide as-built documents and information of the existing facilities as available and required.

Swift Lee Office

III. Deliverables

- a. Completed "TEMPLATE" in a digital format (PDF) for each of the aforementioned campuses designated as "EXHIBIT C"

IV. Professional Services Compensation

- a. Based on the Scope of Services specified above, our proposed fee shall be a fixed fee of \$ 50,000.
- b. Reimbursable Expense shall be invoiced separately at cost plus 10%.
- c. Additional Services Shall be provided and be invoiced per the hourly rates per Exhibit "A" or a fixed additional fee amount. The additional services shall be pre-approved in advance, and in writing; and the fee structure and/or amount shall be agreed upon in advance.
- d. All payments are due upon receipt of invoice. Any payment not received within thirty (30) days of invoice shall incur seven percent (7%) interest per annum for all unpaid balances.

V. Terms of Billing

- a. See below personnel assignments, labor classifications, and hourly rates:

Labor Classification	Hourly	Rates
PRINCIPAL	\$220	/ hour
PROJECT MANAGER	\$190	/ hour
SR. PROJECT ARCHITECT	\$180	/ hour
PROJECT ARCHITECT	\$150	/ hour
SR. PROJECT DESIGNER	\$140	/ hour
PROJECT DESIGNER	\$125	/ hour
BIM/CADD	\$110	/ hour
ADMINISTRATIVE	\$80	/ hour
ACCOUNTANT	\$160	/ hour

- b. Billing Rates are effective until 31 December 2020 and shall be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect.
- c. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect, Architect's employees and consultants in the interest of the Project, and shall be billed at 1.15 times direct cost. Such expenditures may include the following: Government fees, messenger and delivery charges; photo copying; reproduction and plotting expenses; scanning; travel expenses (in excess of 100 miles), including transportation, lodging and meals; and parking. Mileage will be billed at the current IRS rate/mile for specific job-related trips.

VI. Exclusions - The services proposed within does not include any sub-consultants' work and the following are excluded from the Architect's Basic Services:

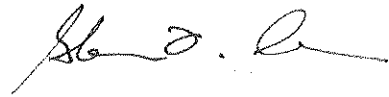
- a. Utility Surveys

Swift Lee Office

- b. Assessments and Master Plan by Engineering
- c. Fire Life & Safety , Low-voltage and Fire Sprinkler Assessments and Design
- d. soils & geotechnical engineering
- e. landscape and irrigation design
- f. arborist / tree reports
- g. methane gas surveys
- h. asbestos, lead, mold, or other hazardous materials surveys and abatement reports
- i. communications, A/V, low-voltage, and security systems design
- j. LEED consulting and commissioning, or other green building rating system.

Please let me know if you have any questions regarding our proposal. Thank you very much for the opportunity to submit our proposal and to provide professional services to the Pasadena Unified School District. We look forward to working with you.

Sincerely,



03/04/19

Gloria D. Lee/Principal
Swift Lee Office

AGREEMENT FOR ARCHITECTURAL SERVICES

(FACILITIES MASTER PLANNING SERVICES)

This AGREEMENT is made and entered into this 27th day of March in the year 2020 between the PASADENA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "**DISTRICT**", and Swift Lee Office, Inc. hereinafter referred to as "**ARCHITECT**". The DISTRICT and the ARCHITECT are sometimes referred to herein as a "**PARTY**" and collectively as the "**PARTIES**". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain the necessary architectural services for the development of a Long Range Facilities Master Plan and Report for Altadena Elementary School, John Muir High School, Marshall Fundamental School, San Rafael Elementary School, Willard Elementary School, Hamilton Elementary School, Jackson Elementary School, Blair High School, and Washington Elementary School hereinafter referred to as the "**PROJECT**";

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. ARCHITECT's services shall consist of those services performed by ARCHITECT, and ARCHITECT's employees as enumerated in this AGREEMENT and in any EXHIBIT attached hereto this AGREEMENT. The ARCHITECT shall be responsible for any and all acts, errors and omissions of any consultant, engineer, expert, subcontractor or agent that is utilized by the ARCHITECT to provide the services required by this AGREEMENT or to otherwise complete the PROJECT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural and long range facilities master planning services necessary to complete the PROJECT. The ARCHITECT shall be responsible for performing all of the services described in this Article II as well as those services identified in the ARCHITECT's "PROPOSAL" which is attached hereto and incorporated herein by this reference as EXHIBIT "A". In the event of a discrepancy, inconsistency, or other difference between the terms of EXHIBIT "A" with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. The progress briefings covered by this AGREEMENT shall be presented to the DISTRICT's Chief Facilities Officer and the Board of Education for review and approval on or before the milestones set forth in the schedule attached hereto as **EXHIBIT "B"**.

3. The ARCHITECT shall coordinate all activities relative to the Long range facilities master planning effort being performed by the ARCHITECT with the DISTRICT's (Project Manager, Construction Specialist, Chief Facilities Officer) and receive such approvals as required by the (Project Manager, Chief Facilities Officer) before proceeding with those activities included in Exhibit "A" and such additional services, as may be approved by the DISTRICT.

4. The ARCHITECT shall:

- a. Review existing facilities needs assessments;
- b. Review existing demographic studies and enrollment projections;
- c. Review existing site master plans;
- d. Review existing program design standards;
- e. Review funding sources and opportunities; and
- f. Review existing boundary redistricting options.

5. The ARCHITECT shall participate on the District-Wide Facilities Master Plan Team and attend weekly meetings of the District-Wide Facilities Master Plan Team.

6. The ARCHITECT shall provide condition assessments of each facility indicating the existing conditions of each building interior, exterior and associated systems and equipment at each school site including administration and operational support facilities which shall include the following:

- a. Capacity and ability of core facilities to meet student population needs;
- b. Support of programs of special curriculum offerings;
- c. Technology infrastructure availability to support programs;
- d. Supervision and security accommodations;
- e. Instructional aids availability;
- f. Physical characteristics;
- g. Physical condition of learning environment;
- h. Physical condition of administration and operational support facilities;
- i. Recommendations on repairs, improvements and /or replacement;
- j. Relationship of spaces for efficient and effective use; and
- k. Coordination with Cabinet to determine new instructional objectives.

7. The ARCHITECT shall provide services to complete the Long Range Facilities Master Plan and Report including the following:

- a. Attend long range facilities master planning meetings;
- b. Assist facilities staff to gather community, DISTRICT staff, and site administration and staff input on priorities;
- c. Conduct facilities conditions survey (reference Section 6 above);
- d. Prepare the Long Range Facilities Master Plan and Report after an analysis of the demographics studies and enrollment projections reviewed in accordance with Section 4b above;
- e. Develop and recommend priority list of projects to be completed by the DISTRICT;

- f. Propose phasing and scheduling for the completion of the projects recommended in accordance with Section (e) above;
- g. Provide a cost analysis of the projects recommended in accordance with Section (e) above;
- h. Complete draft and final District Wide Facilities Master Plan and Report documents using the District provided "TEMPLATE" described in Section 9 below and present to:
 - i. Chief Facilities Officer
 - ii. Cabinet
 - iii. Board of Education.

8. The ARCHITECT shall work closely with DISTRICT staff and coordinate all activities with the DISTRICT's (Project Manager, Construction Specialist Chief Facilities Officer).

9. The ARCHITECT shall provide the following deliverables:

A complete Long Range Facilities Master Plan and Report of the assigned campuses using the "TEMPLATE", which is attached hereto and incorporated herein by this reference as EXHIBIT "C", and which consists of the following page titles as provided in the "TEMPLATE":

- a. Page 1- Project Introduction
- b. Page 2- Existing Site Plan
- c. Page 3- Site Assessment Summary (may be 2 pages for larger campuses)
- d. Page 4- Guiding Principles
- e. Page 5- Proposed Site Plan
- f. Page 6- Project Cost and Phasing

10. The ARCHITECT shall provide a Long Range Master Plan and Report and all its components within a managed schedule of six (6) months from Notice to Proceed. ARCHITECT shall provide such assistance as necessary to the DISTRICT to ensure maintenance of this schedule in accordance with the milestones set forth in Exhibit "B".

11. The ARCHITECT shall assist the DISTRICT to complete the preparation of Educational Specifications and prepare final draft.

12. The ARCHITECT shall provide a Facilities Needs Assessment for all the school campuses and sites involved in the PROJECT.

13. The ARCHITECT shall provide annual Board of Education presentations the first two (2) years after initial submittal.

14. ARCHITECT's Certifications, Representations and Warranties. ARCHITECT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and ARCHITECT acknowledges and agrees that the DISTRICT, in deciding to engage ARCHITECT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of ARCHITECT's engagement hereunder:

- a. ARCHITECT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, ARCHITECT has all such licenses and/or governmental approvals as

would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. ARCHITECT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

ARTICLE III **ADDITIONAL SERVICES**

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional services shall include, but are not limited to, the following:

- a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
- b. If the DISTRICT requests additional shifts to complete the services articulated in this AGREEMENT or EXHIBIT "A" where the requests for additional shifts do not arise from the direct or indirect negligence, errors or omissions on the part of ARCHITECT. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.
- c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted architectural practice.

ARTICLE IV - ARCHITECT'S DRAWINGS, SPECIFICATIONS AND REPORT

1. The plans, drawings, specifications, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the ARCHITECT or ARCHITECT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"), for the purposes of planning, designing, construction, repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT or any individual project recommended in the Long Range Facilities Master Plan and Report at the applicable school campuses and/or sites. The DISTRICT may provide the ARCHITECT with a written request for the return of its PROPERTY at any time. Upon ARCHITECT's receipt of the DISTRICT's written request, ARCHITECT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure of the ARCHITECT to provide the DISTRICT with its PROPERTY within the time detailed herein this section shall be a material breach of this AGREEMENT. In the event of reuse or modification of the ARCHITECT's drawings, specification, or other documents constituting the PROPERTY by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from

and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including but not limited to, reasonable attorneys' fees, accruing to or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such reuse or modification of the ARCHITECT's drawings, specifications, or other documents constituting the PROPERTY.

ARTICLE V - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article V, Section 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE

PURPORT TO GOVERN THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION RIGHTS OF THE PARTIES SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE VI - ACCOUNTING RECORDS OF ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to any extra services for this PROJECT, and records of accounts between the DISTRICT and the ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or the DISTRICT's authorized representative at mutually convenient times.

ARTICLE VII - COMPENSATION TO ARCHITECT

1. Compensation: The DISTRICT agrees to pay the ARCHITECT in accordance with the Fee, Rate and/or Price schedule information set forth in **EXHIBIT "A"** for performing all the basic services required to complete the PROJECT in accordance with this AGREEMENT subject to the limitations set forth herein this Article VII, Section 1. In no event shall the ARCHITECT's compensation exceed Fifty Thousand Dollars (\$50,000.00) for performing the basic services set forth in Article II and **EXHIBIT "A"** (the "Not to Exceed Amount") without the DISTRICT's prior written consent. ARCHITECT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.

2. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the District and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

ARTICLE VIII - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at the cost incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

- a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes sets of construction documents and all progress prints; and

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be invoiced separately at cost plus 10% and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IX - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. Unless exempted, ARCHITECT shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with students within the DISTRICT. The ARCHITECT shall also ensure that its consultants on the PROJECT also comply with the requirements of Section 45125.1.

ARTICLE X - MISCELLANEOUS

1. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The

ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

- c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.
- d. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE X, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772 BETWEEN THE DISTRICT AND THE ARCHITECT RELATED TO THE PROJECT. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE INDEMNIFICATION RESPONSIBILITIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- e. ANY ATTEMPT TO LIMIT THE ARCHITECT'S LIABILITY TO THE DISTRICT IN ANY ATTACHED EXHIBIT OR IN ANY OTHER DOCUMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE ARCHITECT.

2. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

- b. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
1. Owned, non-owned and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
- c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- d. Valuable Papers Coverage. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications that are in the care, custody and control of the ARCHITECT. The ARCHITECT shall deliver to the DISTRICT a certificate of insurance as evidence of compliance with the requirements set forth herein. The cost of this insurance shall be paid by the ARCHITECT and the DISTRICT shall be named as a loss payee.
- e. Each policy of insurance required in Article X, Section 2(b) above shall name the DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse the DISTRICT upon demand for the cost thereof.
- f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article X, Sections 2(a), (b), (c) & (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.
- g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

3. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees, agents, or fiduciaries of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

4. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE ARCHITECT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE ARCHITECT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. This AGREEMENT shall be construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

Swift Lee Office

By: _____

DISTRICT:

Pasadena Unified School District

By: _____

EXHIBIT "A"

(ATTACH ARCHITECT'S PROPOSAL)

EXHIBIT "B"

(ATTACH AGREED UPON MILESTONE SCHEDULE)

EXHIBIT “C”

**(ATTACH LONG RANGE FACILITIES MASTER PLAN AND REPORT TEMPLATE
HERE)**



Willard Elementary School

301 Madre St., Pasadena, CA 91107



Campus Overview

Year Built: 1925 & 1947
 Grade Levels: K-K-5
 Current Number of Students: 604 students
 Site Size: 5.40 acres
 Current SF/Student: 110 SF/ student

Willard Elementary School was established in 1925 with the construction of Building A, and Building B in 1947. The five other campus buildings were constructed as a part of past bond measures. The key feature to the campus is the historically attractive architecture, street front curb appeal, and school garden.

Willard includes two signature programs focuses school curriculum. The first is the internationally recognized, International Baccalaureate Primary Years Program. The second is the STEAM (Science, Technology, Engineering, Arts, Math) program and coding club. Currently there are no permanent facilities for these programs.

Recent Modernizations

- MEASURE Y (2000)
 - MEP, ADA and classroom modernizations
 - New construction of Building K&L
 - Accessibility upgrades
 - Chiller yard enclosure
- MEASURE TT (2010-2013)
 - Modernization to Building A
 - Modernization to Building K&L
 - New construction of Pre-K building
 - Chiller yard expansion

Signature Programs

S T E A M

Science Technology Engineering Arts Math



International Baccalaureate



Principal, Angela Baxter

"For five consecutive years, The California Department of Education has recognized Willard as a Title I Academic Achievement School."

PASADENA UNIFIED SCHOOL DISTRICT
 Our Children. Learning Today. Leading Tomorrow.



Willard Elementary School

Legend: Existing Program

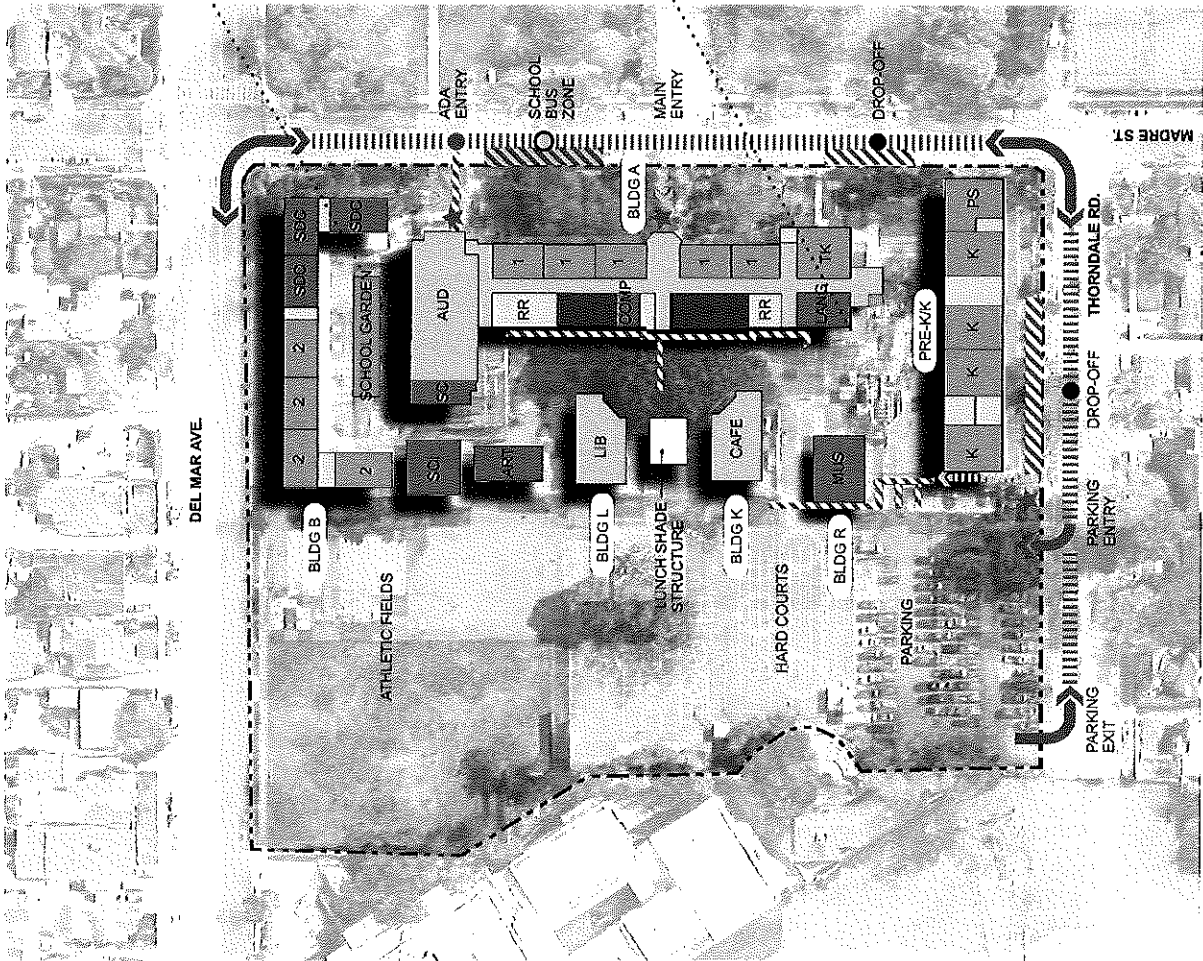
- Classroom**
 - CR - Classroom, PS - Preschool
 - TK - Transitional Kindergarten
- Specialty Classroom**
 - CL - Science Lab
 - LANG - Language Special Lab
 - MUS - Music, ART - Art
 - SDC - Special Day Class
 - SE - Special Education
- Multi-Purpose Space**
 - CAF - Cafeteria
 - AUD - Auditorium
 - LIB - Library
 - PE - Physical Education
- Support Space**
 - MECH - Mechanical
 - ELEC - Electrical
 - RR - Restroom
- Administration & Faculty**
 - RV - Faculty Workroom
 - IN - Nurse
 - CO - Counselor
- Outdoor Learning**
 - OCR - Outdoor Classroom
- Circulation Reversed**

Site Condition :

Enrollment (2016):	604
School Capacity (2016 WLC):	804
Site Size:	235,224 SF (5.40 Acres)
Building Footprint:	66,790 SF
Portables:	2
Hardscape:	39,600 SF
Athletic Fields:	49,200 SF
Parking Spaces:	60 Spaces
ADA Spaces:	3 Spaces

Room Program :

Grade Level	# Perm CRs	PUSD Loading Standard	PUSD Capacity	CDE CR Size Standard	CDE CR Loading Standard	CDE CR Capacity
Pre K	1	24	24	-	25	25
TK/K	5	24	120	1350 sf	25	125
Grades 1-3	13	24	312	960 sf	25	325
Grades 4-5	6	32	192	960 sf	25	150
SDC	3	10	30	960 sf	13	39
Vacant CRs	0	-	-	-	-	-
Total CRs Utilization	28		678			684
Signature & Specialty Learning Spaces						
Science	-	-	-	-	-	-
Computer Lab	1	-	-	-	-	-
Spanish	1	-	-	-	-	-
OT/ Speech	1	-	-	-	-	-
Music Conference	1	-	-	-	-	-
Office	1	-	-	-	-	-
Behavioral Specialist	1	-	-	-	-	-
After School	-	-	-	-	-	-
Subtotal Vacant &	-	-	-	-	-	-
Other Uses	6	-	-	-	-	-
Total Potential CRs	36					



- ★ Entry
 - Drop-off
 - School Bus Zone
 - ADA Entry
 - Property Line
 - Vehicular
 - Pedestrian
 - ADA Accessible Route
 - School Bus Zone
- 0 25 50 100

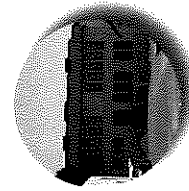


Willard Elementary School



SITE IMPROVEMENTS & SECURITY

- Site utilities are in poor condition. Ponding was observed in some areas.
- Sidewalks do not have the required ADA compliant slopes or handrails.
- Natural turf field is in poor condition and should be replaced. Field should include additional sports.
- Fencing along Del Mar Ave is not tall enough.
- Campus does not provide CCTV security cameras.

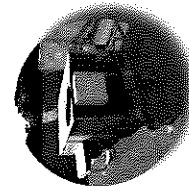


Site Condition: Looking East at Building A
* Site Assessment & Condition Monitoring Report, 2014 by BSA, Inc.



BUILDING SYSTEMS

- HVAC Units used for Building B (classroom), Building K (cafeteria), and in the Portables are aged and in need of replacement.
- Plumbing throughout the buildings is in poor condition.
- Exterior lighting is in poor condition and in need of replacement.
- Campus is in need of Fire-Sprinklers in some buildings. Fixtures need to be upgraded to low-flow type.



HVAC System- Building A



ARCHITECTURAL/ STRUCTURAL

- Windows are new, double-glazed, but not operable.
- Restrooms on campus are in poor condition and are ADA non-compliant.
- Paving throughout campus is in poor condition.
- Building A is on the AB 300 list. Building B is also in need of Structural Support.

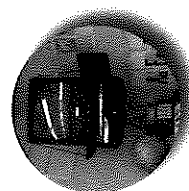


Typical Classroom Fixtures



21st CENTURY LEARNING & TECHNOLOGIES

- Classroom layouts do not provide access between rooms, moveable furniture, or multi-purpose/ collaboration spaces.
- Classrooms and hallways do not include sufficient exhibition or pin-up spaces.
- Classrooms used outdated TV / VHS systems, and projection technology. While the Computer Lab is not easily accessible.
- EMP noted classroom tech application needs: Safari Montage, Typing Without Tears, Newsela, Front Row, Storyscopes, Common Sense Media, Nearpod.

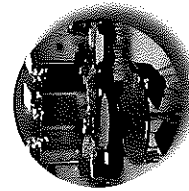


Well-maintained TV & VHS Equipment



SIGNATURE PROGRAM

- Willard Elementary does not provide sufficient specialty classrooms for the IB, Primary Years Program & STEAM programs.
- Currently, enrichment programs are housed in (2) Portables and the Auditorium. Portables should be replaced with a flexible, multi-purpose facility.

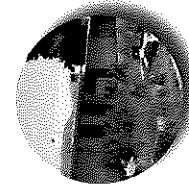


Portable Interior, used for after school program



SUSTAINABILITY & NET-ZERO ENERGY

- Campus does not include integrated, high-performance systems for Net-Zero Performance.
- Mechanical & Electrical systems are not controlled with a Building Management System or sensors.
- Plumbing system does not include a grey water harvesting component. Fixtures are not low-flow type.
- Campus includes a school garden with rainwater harvested irrigation and planter boxes. These programs should be expanded.



School Garden

Guiding Principles for 21st Century Learning Environments



Learner-centered environments engage students.

- Instructional spaces in a variety of sizes and shapes support engaging, participatory learning and instruction for individuals and small or large groups.
- Indoor and outdoor spaces stimulate learning and the imagination.
- Areas to display, perform, and celebrate student work support skill development in a variety of modalities.



Community and schools connects as partners.

- Spaces are adaptable and aligned to the needs of students, teachers, and families.
- School and community resources align to promote school safety for all students and families.
- Campuses foster a wide array of programs and partnerships that optimize community resources.



Accountability promotes continuous improvement.

- School facilities and interior layouts can accommodate change over time, to meet evolving educational needs and requirements.



Creativity and collaboration foster learning.

- School spaces facilitate collaboration between, among, and within groups.
- Students have easy access to tools and resources for learning in any space.
- Spaces can adapt to the scale and context of any learning endeavor.



Flexibility and adaptability are key to our success.

- Spaces are constructed to serve current and future demands.
- Learning environments support multiple learning styles, programs, student populations, and pedagogical approaches.
- Whenever possible, classroom design supports general rather than "specified" uses, so as to adapt easily if the need arises.



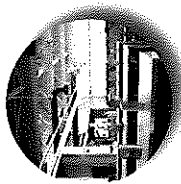
Sustainability is vital.

- Shared ownership is visible via spaces that are connected and transparent.
- Students, teachers, parents, and community help define a contribute to their school's visual, spatial, and architectural identity.

Willard Elementary School

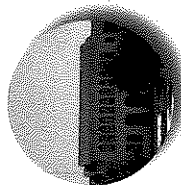
1. Modernization & Reconfiguration

Upgrades to finishes, casework, doors, and windows. This includes Auditorium and specialty classrooms equipment upgrades. Reconfiguration of interior layout to support new programming.



2. State Mandated & Deferred Maintenance Items

Upgrades to non-compliant code items including ADA, AB 303, Net Zero Performance and Fire Life & Safety requirements. Upgrades to pending HVAC, Plumbing, Electrical, Roofing, Painting, and Fencing items.



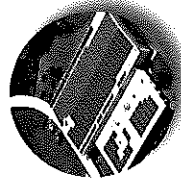
3. Safety & Security

Removal of Hazardous Materials. Improvements to student drop-off parking, exterior lighting, fencing, fire alarms, emergency lighting, intrusion alarms, and CCTV security cameras.



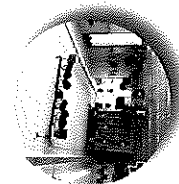
4. Path to Zero Net Energy & Water Conservation

Incorporation of high performing systems to the site, existing structures and new construction.



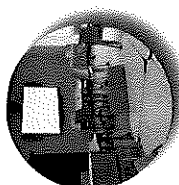
5. Signature Program Improvements

New construction for specific signature program for each campus. Upgrades to equipment to existing signature program spaces.



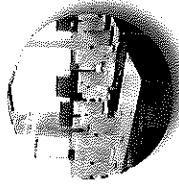
6. 21st Century Learning & Flexible Classrooms

Addition of flexible furniture, storage systems, and AV equipment to accommodate adaptable learning opportunities.



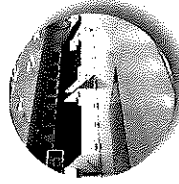
7. Technology Infrastructure

Upgrades to network infrastructure and added technology resources for student access.



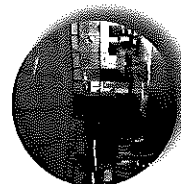
8. Physical Education & Kinder Play Area Improvements

Modernization, reconfiguration and/or addition of athletic facility programs to support the needs of the Physical Education & Athletic Programs.



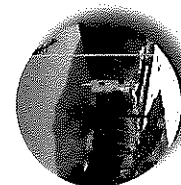
9. Multi-Purpose Spaces & Food Service Improvements

Modernization, reconfiguration, and/or addition of multi-purpose spaces. This includes modernization of cafeterias, serveries, and multi-purpose spaces.



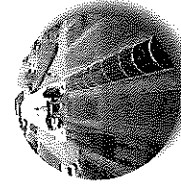
10. Site Improvements

Improvements to site utilities and service lines. Upgrades to landscaping, curb appeal, turf fields, and exterior play areas.



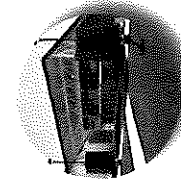
11. Outdoor Learning Classrooms & Gardens

Addition or improvement of outdoor student learning programs, gardens, and gathering areas.



12. Intelligent New Construction

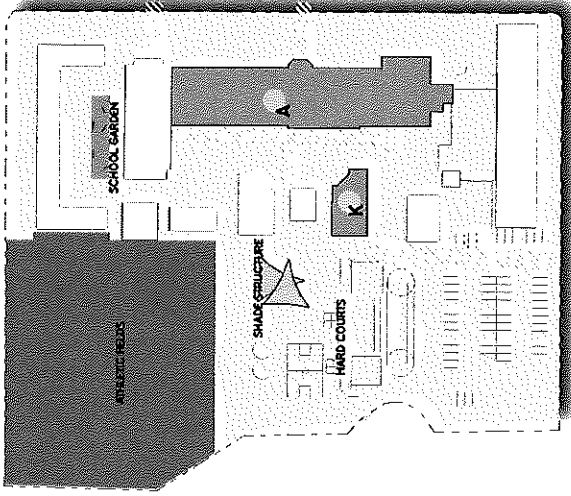
Addition of new facilities to support school needs.



NOV. 2020
MEASURE GO

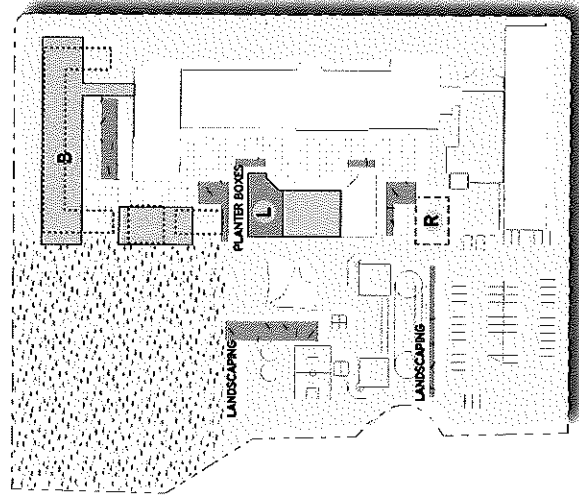
PHASE 2021
(1-3 YEARS)

- Modernization & Reconfiguration: Bldg. A, Classrooms, Bldg. K, Servery and Cafeteria
- ADA site improvements
- Repair and replace site perimeter fencing
- Technology Infrastructure



PHASE 2023
(4-6 YEARS)

- Demolition of Bldg. B, Bldg. R, Portables
- New construction of STEAM Learning Labs and Makerspaces
- Modernization & Reconfiguration: Bldg. L Library
- Technology Infrastructure
- Misc. site work to improve



Willard Elementary School

PROJECT COST			
Scope of Work Categories		Phase I	Phase II
1	Modernization & Reconfiguration	-	-
2	State Mandated & Deferred Maintenance Items	-	-
	Maintenance	-	-
	ADA Compliance Restroom	-	-
	AB 300	-	-
	Fire, Life & Safety	-	-
3	Safety & Security	-	-
4	Path to Zero Net Energy & Water Conservation	-	-
5	Signature Program Improvements	-	-
6	21st Century Learning & Flexible Classrooms	-	-
7	Technology Infrastructure	-	-
8	Physical Education & Athletic Fac. Improvements	-	-
9	Multi-Purpose Spaces & Food Service Improvements	-	-
10	Site Improvements	-	-
11	Outdoor Learning Classrooms & Gardens	-	-
12	Intelligent New Construction	-	-
Special Construction Costs		-	-
Soft Project Cost		-	-
Hard & Soft Costs Subtotal		-	-
Escalation (Averaged)		-	-
Overall Contingency		-	-
Total Project Cost		-	-

Legend: Scope of Work

- New Construction / Expansion
- Modernization & Reconfiguration
- ADA Site Improvements
- Upgrades to Athletic Field
- Landscaping & Outdoor Learning Areas
- Pervious Surface
- Kid Play Area
- Hardcourts/ Parking
- Demolition

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF FACILITIES MASTER PLANNING SERVICES WITH
FLEWELLING & MOODY ARCHITECTS FOR FACILITIES MASTER PLANNING

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the proposal with Flewelling & Moody Architects for Facilities Master Planning services in the amount not to exceed \$50,000.00 plus additional 15% for reimbursables.

Anticipated Effect on Student Outcomes: Provides safe transportation for students.

I. BACKGROUND

On January 25, 2016 district staff made selections to hire seven (7) Architectural and Engineering Firms to help with it is master planning efforts throughout the District.

II. STAFF ANALYSIS

District staff recommends approving the Master Planning Services proposal in the amount not to exceed \$50,000.00 plus 15% for reimbursable expenses should be invoiced separately. Master Planning services shall be limited to works pertaining to completing the TEMPLATE as outlined in District's Agreement for Architectural Services attached here. The nine campuses that Flewelling & Moody Architects will provide Facilities Master Planning Services are: Pasadena High School, Washington Middle School, Madison Elementary School, Sierra Madre Elementary School, McKinley School, Norma Coombs Elementary School, Field Elementary School and Don Benito Elementary School.

Attachments: Flewelling & Moody Architects Proposal
Agreement for Architectural Services (Facilities Master Planning Services)

III. FISCAL IMPACT

Funds in the amount not to exceed \$50,000.00 is available in the Measure Y and Developer Fees accounts; resulting in \$0.00 in Developers fees and \$39,030.25 in Measure Y balance as of March 18, 2020.

Pasadena Unified School District
Board of Education Agenda: March 26, 2020
Submitted by: Nelson Cayabyab
Nelson Cayabyab, Chief Facilities Officer

Funding title / code:

Name: Measure Y
Developer Fees

String: 21.0-92100.0-00000-85000-6210-0000710
25.0-92500.0-00000-85000-6210-0000710

Board Report No. 1484-F

Date: March 26, 2020

Approved:

A handwritten signature in dark ink, appearing to be 'B. McDonald', written over a horizontal line.

Brian O. McDonald, Ed.D.
Superintendent

Originator: Nelson Cayabyab, Chief Facilities Officer



Proposal for: Pasadena Unified School District

Facilities Master Planning Services For:

- Pasadena High School
- Washington Middle School
- Madison Elementary School
- Longfellow Elementary School
- Sierra Madre Elementary School
- McKinley School
- Norma Coombs Elementary School
- Field Elementary School
- Don Benito Elementary School

Submitted to:
Nelson Cayabyab, Chief Facilities Officer
740 West Woodbury Road
Pasadena, California 91103

February 24, 2020

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I. Project Description and Scope of Work

- a. Provide FACILITIES MASTER PLANNING SERVICES for Pasadena Unified School District at school campuses listed on this proposal.
- b. Scope of work shall be as outlined in District's "AGREEMENT FOR ARCHITECTURAL SERVICES (Facilities Master Planning Services)". Existing campus facilities and their conditions will be reviewed, assessed, and future potential planning needs, and implementation will be identified.

II. Scope of Services

- a. The deliverables shall be per provided "TEMPLATE" designated as "EXHIBIT C" included in District's "AGREEMENT FOR ARCHITECTURAL SERVICES (Facilities Master Planning Services)".

III. District Responsibilities

- a. The District shall provide access to the school facilities for Architect's site visits.
- b. The District shall coordinate with school staff and any pertinent site councils/committees for the required meetings.
- c. The District shall provide as-built information of existing facilities as required, and as available.
- d. The District shall identify single point of contact for all the communication of any information.

IV. Professional Services Fee

The fee for the specified scope of services shall be a fixed fee amount of \$50,000. The billing shall be twice monthly. Reimbursable expenses shall be invoiced separately at cost plus 15 percent. Additional Services shall be approved in writing, in advance, by the District and be invoiced per the hourly rates (see Exhibit "A" Schedule of Billing Rates) or per the agreed fixed additional fee amount.

END OF PROPOSAL

V. Exhibit “A” Schedule of Billing Rates

FLEWELLING & MOODY INC.
SCHEDULE OF BILLING RATES - 2020

Principal	\$250.00
Project Manager	\$200.00
Senior Project Architect	\$185.00
Project Architect	\$155.00
Senior CA Field Representative	\$185.00
CA Field Representative II	\$155.00
CA Field Representative I	\$150.00
Senior Designer	\$155.00
Designer	\$130.00
Senior Tech Assistant	\$105.00
Tech Assistant	\$95.00
Accountant	\$170.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Governmental fees
Reproductions
Plotting (required deliverables)
Scanning
Travel (in excess of 100 miles)
Photocopying
Subsistence
Sub-Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

AGREEMENT FOR ARCHITECTURAL SERVICES

(FACILITIES MASTER PLANNING SERVICES)

This AGREEMENT is made and entered into this 27th day of March in the year 2020 between the PASADENA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "**DISTRICT**", and Flewelling & Moody hereinafter referred to as "**ARCHITECT**". The DISTRICT and the ARCHITECT are sometimes referred to herein as a "**PARTY**" and collectively as the "**PARTIES**". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain the necessary architectural services for the development of a Long Range Facilities Master Plan and Report for Pasadena High School, Washington Middle School, Madison Elementary School, Longfellow Elementary School, Sierra Madre Elementary School, McKinley School, Norma Coombs Elementary School, Field Elementary School, and Don Benito Elementary School hereinafter referred to as the "**PROJECT**";

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. ARCHITECT's services shall consist of those services performed by ARCHITECT, and ARCHITECT's employees as enumerated in this AGREEMENT and in any EXHIBIT attached hereto this AGREEMENT. The ARCHITECT shall be responsible for any and all acts, errors and omissions of any consultant, engineer, expert, subcontractor or agent that is utilized by the ARCHITECT to provide the services required by this AGREEMENT or to otherwise complete the PROJECT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural and long range facilities master planning services necessary to complete the PROJECT. The ARCHITECT shall be responsible for performing all of the services described in this Article II as well as those services identified in the ARCHITECT's "PROPOSAL" which is attached hereto and incorporated herein by this reference as **EXHIBIT "A"**. In the event of a discrepancy, inconsistency, or other difference between the terms of **EXHIBIT "A"** with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. The progress briefings covered by this AGREEMENT shall be presented to the DISTRICT's Chief Facilities Officer and the Board of Education for review and approval on or before the milestones set forth in the schedule attached hereto as **EXHIBIT "B"**.

3. The ARCHITECT shall coordinate all activities relative to the Long range facilities master planning effort being performed by the ARCHITECT with the DISTRICT's (Project Manager, Construction Specialist, Chief Facilities Officer) and receive such approvals as required by the (Project Manager, Chief Facilities Officer) before proceeding with those activities included in Exhibit "A" and such additional services, as may be approved by the DISTRICT.

4. The ARCHITECT shall:

- a. Review existing facilities needs assessments;
- b. Review existing demographic studies and enrollment projections;
- c. Review existing site master plans;
- d. Review existing program design standards;
- e. Review funding sources and opportunities; and
- f. Review existing boundary redistricting options.

5. The ARCHITECT shall participate on the District-Wide Facilities Master Plan Team and attend weekly meetings of the District-Wide Facilities Master Plan Team.

6. The ARCHITECT shall provide condition assessments of each facility indicating the existing conditions of each building interior, exterior and associated systems and equipment at each school site including administration and operational support facilities which shall include the following:

- a. Capacity and ability of core facilities to meet student population needs;
- b. Support of programs of special curriculum offerings;
- c. Technology infrastructure availability to support programs;
- d. Supervision and security accommodations;
- e. Instructional aids availability;
- f. Physical characteristics;
- g. Physical condition of learning environment;
- h. Physical condition of administration and operational support facilities;
- i. Recommendations on repairs, improvements and /or replacement;
- j. Relationship of spaces for efficient and effective use; and
- k. Coordination with Cabinet to determine new instructional objectives.

7. The ARCHITECT shall provide services to complete the Long Range Facilities Master Plan and Report including the following:

- a. Attend long range facilities master planning meetings;
- b. Assist facilities staff to gather community, DISTRICT staff, and site administration and staff input on priorities;
- c. Conduct facilities conditions survey (reference Section 6 above);
- d. Prepare the Long Range Facilities Master Plan and Report after an analysis of the demographics studies and enrollment projections reviewed in accordance with Section 4b above;
- e. Develop and recommend priority list of projects to be completed by the DISTRICT;

- f. Propose phasing and scheduling for the completion of the projects recommended in accordance with Section (e) above;
- g. Provide a cost analysis of the projects recommended in accordance with Section (e) above;
- h. Complete draft and final District Wide Facilities Master Plan and Report documents using the District provided “TEMPLATE” described in Section 9 below and present to:
 - i. Chief Facilities Officer
 - ii. Cabinet
 - iii. Board of Education.

8. The ARCHITECT shall work closely with DISTRICT staff and coordinate all activities with the DISTRICT’s (Project Manager, Construction Specialist Chief Facilities Officer).

9. The ARCHITECT shall provide the following deliverables:

A complete Long Range Facilities Master Plan and Report of the assigned campuses using the “TEMPLATE”, which is attached hereto and incorporated herein by this reference as EXHIBIT “C”, and which consists of the following page titles as provided in the “TEMPLATE”:

- a. Page 1- Project Introduction
- b. Page 2- Existing Site Plan
- c. Page 3- Site Assessment Summary (may be 2 pages for larger campuses)
- d. Page 4- Guiding Principles
- e. Page 5- Proposed Site Plan
- f. Page 6- Project Cost and Phasing

10. The ARCHITECT shall provide a Long Range Master Plan and Report and all its components within a managed schedule of six (6) months from Notice to Proceed. ARCHITECT shall provide such assistance as necessary to the DISTRICT to ensure maintenance of this schedule in accordance with the milestones set forth in Exhibit “B”.

11. The ARCHITECT shall assist the DISTRICT to complete the preparation of Educational Specifications and prepare final draft.

12. The ARCHITECT shall provide a Facilities Needs Assessment for all the school campuses and sites involved in the PROJECT.

13. The ARCHITECT shall provide annual Board of Education presentations the first two (2) years after initial submittal.

14. ARCHITECT’s Certifications, Representations and Warranties. ARCHITECT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and ARCHITECT acknowledges and agrees that the DISTRICT, in deciding to engage ARCHITECT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of ARCHITECT’s engagement hereunder:

- a. ARCHITECT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, ARCHITECT has all such licenses and/or governmental approvals as

would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. ARCHITECT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

ARTICLE III **ADDITIONAL SERVICES**

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional services shall include, but are not limited to, the following:

- a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
- b. If the DISTRICT requests additional shifts to complete the services articulated in this AGREEMENT or EXHIBIT "A" where the requests for additional shifts do not arise from the direct or indirect negligence, errors or omissions on the part of ARCHITECT. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.
- c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted architectural practice.

ARTICLE IV - ARCHITECT'S DRAWINGS, SPECIFICATIONS AND REPORT

1. The plans, drawings, specifications, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the ARCHITECT or ARCHITECT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"), for the purposes of planning, designing, construction, repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT or any individual project recommended in the Long Range Facilities Master Plan and Report at the applicable school campuses and/or sites. The DISTRICT may provide the ARCHITECT with a written request for the return of its PROPERTY at any time. Upon ARCHITECT's receipt of the DISTRICT's written request, ARCHITECT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure of the ARCHITECT to provide the DISTRICT with its PROPERTY within the time detailed herein this section shall be a material breach of this AGREEMENT. In the event of reuse or modification of the ARCHITECT's drawings, specification, or other documents constituting the PROPERTY by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from

and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including but not limited to, reasonable attorneys' fees, accruing to or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such reuse or modification of the ARCHITECT's drawings, specifications, or other documents constituting the PROPERTY.

ARTICLE V - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article V, Section 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE

PURPORT TO GOVERN THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION RIGHTS OF THE PARTIES SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE VI - ACCOUNTING RECORDS OF ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to any extra services for this PROJECT, and records of accounts between the DISTRICT and the ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or the DISTRICT's authorized representative at mutually convenient times.

ARTICLE VII - COMPENSATION TO ARCHITECT

1. **Compensation:** The DISTRICT agrees to pay the ARCHITECT in accordance with the Fee, Rate and/or Price schedule information set forth in **EXHIBIT "A"** for performing all the basic services required to complete the PROJECT in accordance with this AGREEMENT subject to the limitations set forth herein this Article VII, Section 1. In no event shall the ARCHITECT's compensation exceed Fifty Thousand dollars (\$50,000.00) for performing the basic services set forth in Article II and **EXHIBIT "A"** (the "Not to Exceed Amount") without the DISTRICT's prior written consent. ARCHITECT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.

2. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the District and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

ARTICLE VIII - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at the cost incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes sets of construction documents and all progress prints; and

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be invoiced separately at cost plus 15% and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IX - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. Unless exempted, ARCHITECT shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with students within the DISTRICT. The ARCHITECT shall also ensure that its consultants on the PROJECT also comply with the requirements of Section 45125.1.

ARTICLE X - MISCELLANEOUS

1. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The

ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

- c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.
- d. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE X, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772 BETWEEN THE DISTRICT AND THE ARCHITECT RELATED TO THE PROJECT. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE INDEMNIFICATION RESPONSIBILITIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- e. ANY ATTEMPT TO LIMIT THE ARCHITECT'S LIABILITY TO THE DISTRICT IN ANY ATTACHED EXHIBIT OR IN ANY OTHER DOCUMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE ARCHITECT.

2. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

- b. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
1. Owned, non-owned and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
- c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- d. Valuable Papers Coverage. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications that are in the care, custody and control of the ARCHITECT. The ARCHITECT shall deliver to the DISTRICT a certificate of insurance as evidence of compliance with the requirements set forth herein. The cost of this insurance shall be paid by the ARCHITECT and the DISTRICT shall be named as a loss payee.
- e. Each policy of insurance required in Article X, Section 2(b) above shall name the DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse the DISTRICT upon demand for the cost thereof.
- f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article X, Sections 2(a), (b), (c) & (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.
- g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

3. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees, agents, or fiduciaries of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

4. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE ARCHITECT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE ARCHITECT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. This AGREEMENT shall be construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

Flewelling & Moody

By: _____

DISTRICT:

Pasadena Unified School District

By: _____

EXHIBIT "A"

(ATTACH ARCHITECT'S PROPOSAL)

EXHIBIT "B"

(ATTACH AGREED UPON MILESTONE SCHEDULE)

EXHIBIT “C”

**(ATTACH LONG RANGE FACILITIES MASTER PLAN AND REPORT TEMPLATE
HERE)**



Willard Elementary School

301 Madre St, Pasadena, CA 91107



Campus Overview

Year Built: 1925 & 1947
Grade Levels: K; K-5
Current Number of Students: 604 students
Site Size: 5.40 acres
Current SF/ Student: 110 SF/ student

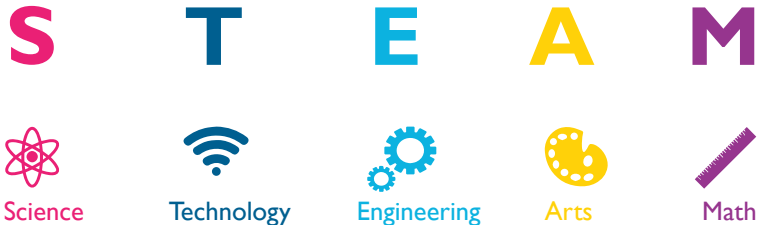
Willard Elementary School was established in 1925 with the construction of Building A, and Building B in 1947. The five other campus buildings were constructed as a part of past bond measures. The key feature to the campus is the historically attractive architecture, street front curb appeal, and school garden.

Willard includes two signature programs focuses school curriculum. The first is the internationally recognized, International Baccalaureate Primary Years Program. The second is the STEAM (Science, Technology, Engineering, Arts, Math) program and coding club. Currently there are no permanent facilities for these programs.

Recent Modernizations

MEASURE Y (2000)	MEP, ADA and classroom modernizations. New construction of Building K& L Accessibility upgrades Chiller yard enclosure
MEASURE TT (2010-2013)	Modernization to Building A Modernization to Building K& L New construction of Pre-K building Chiller yard expansion

Signature Programs



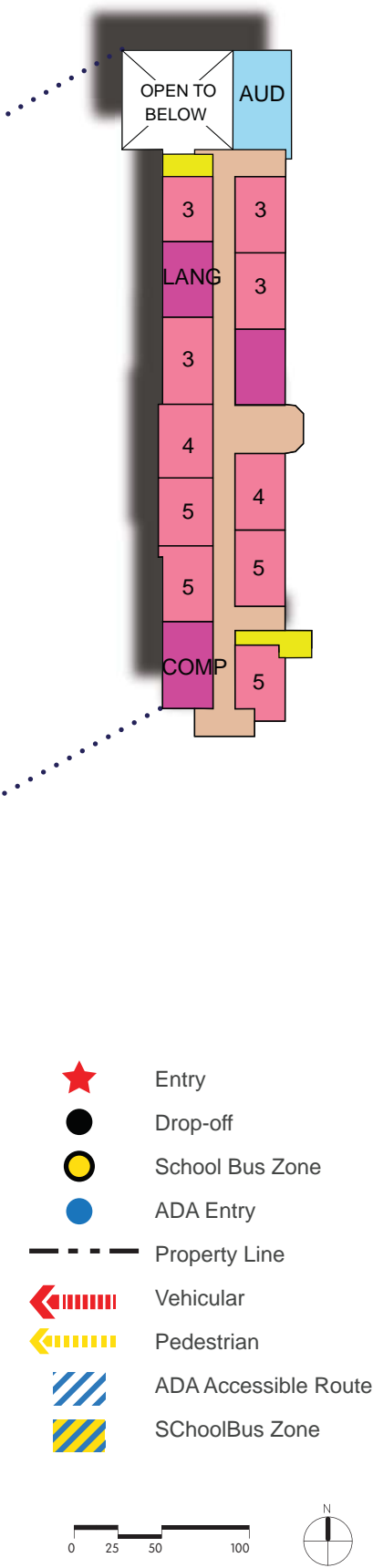
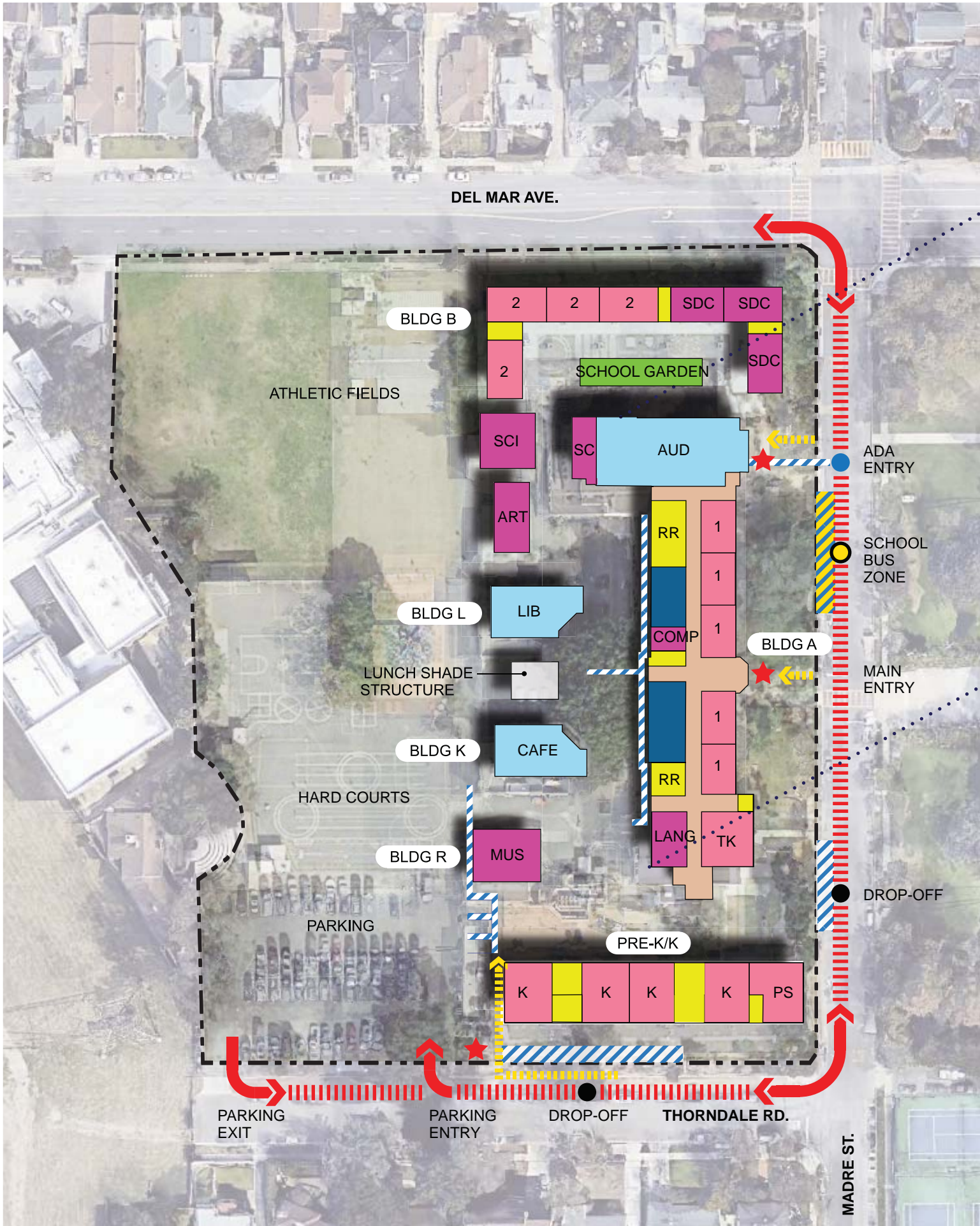
International Baccalaureate



“For five consecutive years, The California Department of Education has recognized Willard as a Title I Academic Achievement School.”



Principal, Angela Baxter



Willard Elementary School

Legend : Existing Program

- Classroom**
CR - Classroom, PS- Preschool
K - Kindergarten,
TK - Transitional Kindergarten
- Specialty Classroom**
SCI - Science Lab
COMP - Computer Lab
LANG - Language/ Speech Lab,
MUS - Music, ART- Art
PA - Performing Arts/ Dance
SDC - Special Day Classes
SE - Special Education
- Multi-Purpose Space**
CAFE - Cafeteria
AUD - Auditorium
LIB - Library
PE
- Support Space**
S - Storage
MECH - Mechanical
ELEC - Electrical
RR - Restrooms
- Administration & Faculty**
FW - Faculty Workroom
TL - Teacher Lounge
N - Nurse
C - Counselor
- Outdoor Learning**
LG - Learning Garden
OCR - Outdoor Classroom
- Circulation Reversed**

Site Condition :

Enrollment (2016):	604
School Capacity (2016 WLC):	804
Site Size:	235, 224 SF (5.40 Acres)
Building Footprint:	66,790 SF
Portables:	2
Hardscape:	39,600 SF
Athletic Fields:	49,200 SF
Parking Spaces:	60 Spaces
ADA Spaces	3 Spaces

Room Program :

Grade Level	# Perm CRs	PUSD Loading Standard	PUSD Capacity	CDE CR Size Standard	CDE CR Loading Standard	CDE Capacity
Pre K	1	24	24	-	25	25
TK/ K	5	24	120	1350 sf	25	125
Grades 1-3	13	24	312	960 sf	25	325
Grades 4-5	6	32	192	960 sf	25	150
SDC	3	10	30	960 sf	13	39
Vacant CRs	0	-	-	-	-	-
Total CRs Utilization	28		678			664
Signature & specialty Learning Spaces						
Science	-	-	-	-	-	-
Computer Lab	1	-	-	-	-	-
Spanish	1	-	-	-	-	-
OT/ Speech	1	-	-	-	-	-
Music/ Conference	1	-	-	-	-	-
Office	1	-	-	-	-	-
Behavioral Specialist	1	-	-	-	-	-
After School	-	-	-	-	-	-
Subtotal Vacant & Other Uses	6	-	-	-	-	-
Total Potential CRs	36					





SITE IMPROVEMENTS & SECURITY

- Site utilities are in poor condition. Ponding was observed in some areas.
- Sitewalks did not have the required ADA compliant slopes or handrails.
- Natural turf field is in poor condition and should be replaced. Field should include additional sports.
- Fencing along Del Mar Ave is not tall enough.
- Campus does not provide CCTV security cameras.



Site Condition- Looking East at Building A

* State Mandated & Deferred Maintenance Items are in blue text



BUILDING SYSTEMS

- HVAC Units used for Building B (class room), Building K (Cafeteria), and in the Portables are aged and in need of replacement.
- Plumbing throughout the buildings is in poor condition.
- Exterior lighting is in poor condition and in need of replacement.
- Campus is in need of Fire-Sprinklers in some buildings. Fixtures need to be upgraded to low-flow type.



HVAC System- Building A



ARCHITECTURAL/ STRUCTURAL

- Windows are new, double-glazed, but not operable.
- Restrooms on campus are in poor condition and are ADA non-compliant.
- Painting throughout campus is in poor condition.
- Building A is on the AB 300 list. Building B is also in need of Structural Support.



Typical Classroom Finishes



21st CENTURY LEARNING & TECHNOLOGIES

- Classroom layouts do not provide access between rooms, moveable furniture, or multi-purpose/ collaboration spaces.
- Classrooms and hallways do not include sufficient exhibition or pin-up spaces.
- Classrooms used outdated TV / VHS systems, and projection technology. While the Computer Lab is not easily accessible.
- EMP noted classroom tech application needs: Safari Montage, Typing Without Tears, Newsela, Front Row, Stemscopes, Common Sense Media, Nearpod.



Wall-mounted TV & VHS Equipment



SIGNATURE PROGRAM

- Willard Elementary does not provide sufficient specialty classrooms for the IB, Primary Years Program & STEAM programs.
- Currently, enrichment programs are housed in (2) Portables and the Auditorium. Portables should be replaced with a flexible, multi-purpose facility.



Portable Interior- used for after school program



SUSTAINABILITY & NET-ZERO ENERGY

- Campus does not include integrated, high-performance systems for Net-Zero Performance.
- Mechanical & Electrical systems are not controlled with a Building Management System or sensors.
- Plumbing system does not include a grey water harvesting component. Fixtures are not low-flow type.
- Campus includes a school garden with rainwater harvested irrigation and planter boxes. These programs should be expanded.



School Garden



Guiding Principles for 21st Century Learning Environments



Learner-centered environments engage students.

- Instructional spaces in a variety of sizes and shapes support engaging, participatory learning and instruction for individuals and small or large groups.
- Indoor and outdoor spaces stimulate learning and the imagination.
- Areas to display, perform, and celebrate student work support skill development in a variety of modalities.



Community and schools connects as partners.

- Spaces are adaptable and aligned to the needs of students, teachers, and families.
- School and community resources align to promote school safety for all students and families.
- Campuses foster a wide array of programs and partnerships that optimize community resources.



Accountability promotes continuous improvement.

- School facilities and interior layouts can accommodate change over time, to meet evolving educational needs and requirements.



Creativity and collaboration foster learning.

- School spaces facilitate collaboration between, among, and within groups.
- Students have easy access to tools and resources for learning in any space.
- Spaces can adapt to the scale and context of any learning endeavor.



Flexibility and adaptability are key to our success.

- Spaces are constructed to serve current and future demands.
- Learning environments support multiple learning styles, programs, student populations, and pedagogical approaches.
- Whenever possible, classroom design supports general rather than “specified” uses, so as to adapt easily if the need arises.



Sustainability is vital.

- Shared ownership is visible via spaces that are connected and transparent.
- Students, teachers, parents, and community help define and contribute to their school’s visual, spatial, and architectural identity.

1. Modernization & Reconfiguration

Upgrades to finishes, casework, doors, and windows. This includes Auditorium and specialty classrooms equipment upgrades. Reconfiguration of interior layout to support new programming.



2. State Mandated & Deferred Maintenance Items

Upgrades to non-compliant code items including ADA, AB 300, Net-Zero Performance and Fire Life & Safety requirements. Upgrades to pending HVAC, Plumbing, Electrical, Roofing, Painting, and Fencing items.



3. Safety & Security

Removal of Hazardous Materials. Improvements to student drop-off, parking, exterior lighting, fencing, fire alarms, emergency lighting, intrusion alarms, and CCTV security cameras.



4. Path to Zero Net Energy & Water Conservation

Incorporation of high performing systems to the site, existing structures and new construction.



5. Signature Program Improvements

New construction for specific signature program for each campus. Upgrades to equipment to existing signature program spaces.



6. 21st Century Learning & Flexible Classrooms

Addition of flexible furniture, storage systems, and AV equipment to accommodate adaptable learning opportunities.



7. Technology Infrastructure

Upgrades to network infrastructure and added technology resources for student access.



8. Physical Education & Kinder Play Area Improvements

Modernization, reconfiguration and/ or addition of athletic facility programs to support the needs of the Physical Education & Athletic Programs.



9. Multi-Purpose Spaces & Food Service Improvements

Modernization, reconfiguration, and/ or addition of multi-purpose spaces. This includes modernization of cafeterias, serveries, and multi-purpose spaces.



10. Site Improvements

Improvements to site utilities and service lines. Upgrades to landscaping, curb appeal, turf fields, and exterior play areas.



11. Outdoor Learning Classrooms & Gardens

Addition or improvement of outdoor student learning programs, gardens, and gathering areas.

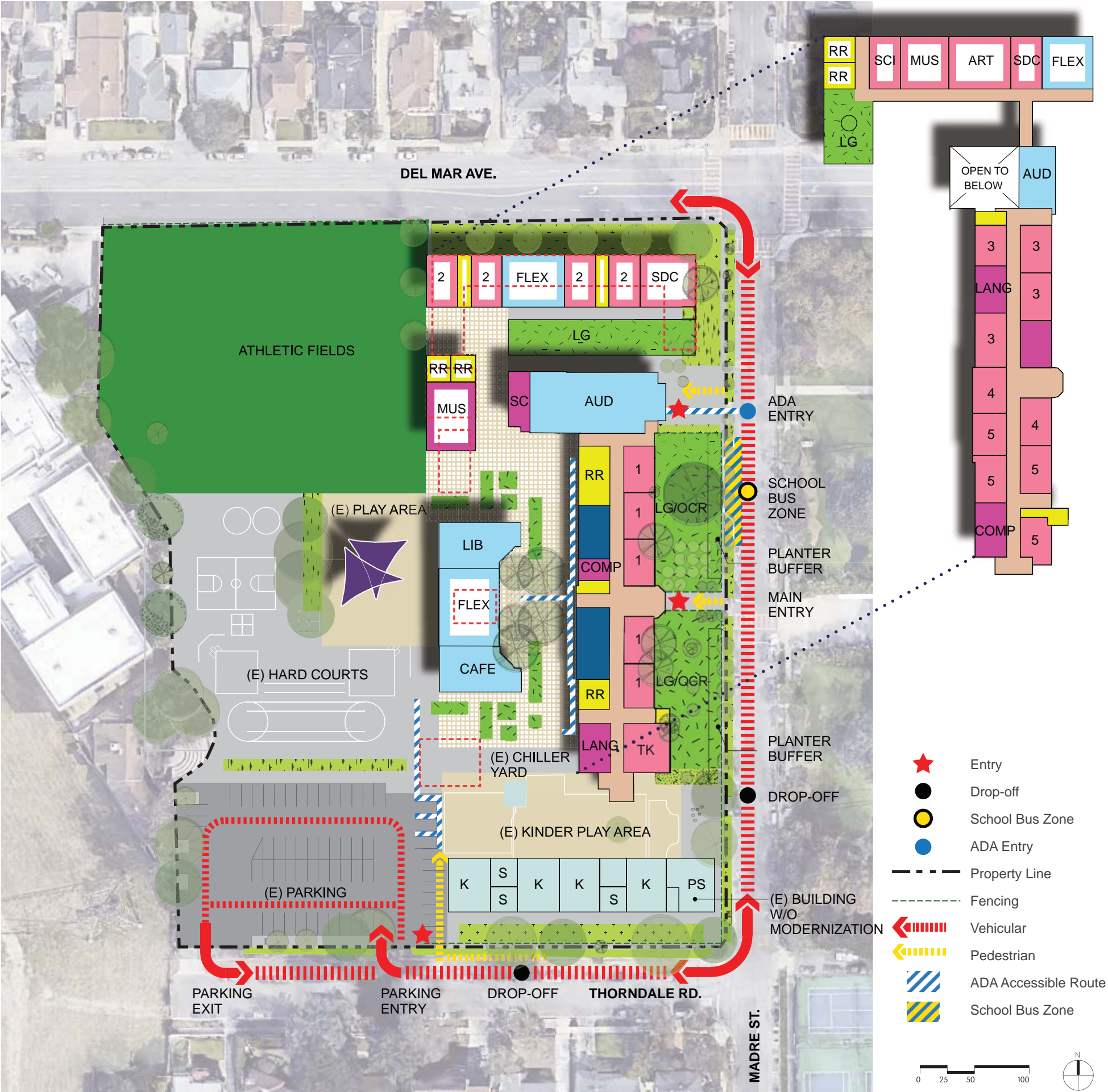


12. Intelligent New Construction

Addition of new facilities to support school needs.



Willard Elementary School



Legend : Proposed Site

- MR N

Classroom

CR - Classroom, PS- Preschool
K - Kindergarten,
TK - Transitional Kindergarten
- Specialty Classroom

SCI - Science Lab
COMP - Computer Lab
LANG - Language/ Speech Lab,
MUS - Music, ART- Art
PA - Performing Arts/ Dance
SDC - Special Day Classes
SE - Special Education
- Multi-Purpose Space

CAFE - Cafeteria
AUD - Auditorium
LIB - Library
PE - Physical Education
FLEX- Flexible Classes
- Support Space

S - Storage
MECH - Mechanical
ELEC - Electrical
RR - Restrooms
- Administration & Faculty

FW - Faculty Workroom
TL - Teacher Lounge
N - Nurse
C - Counselor
- SITE WORK

Outdoor Learning
LG - Learning Garden
OCR - Outdoor Classroom
- Site & Landscaping
- Athletic Field
- ADA Site Improvements
- Pervious Surface
- Pre-K/ Kinder Play Area
- Shade Structure
- Hardcourts
- Parking
- Demo
- Circulation Reversed

*MR = Modernization & Reconfiguration, N = New

Site Condition :

Enrollment (2016):	604
School Capacity (2016 WLC):	804
Site Size:	235, 224 SF (5.40 Acres)
Building Footprint:	66,790 SF
Portables:	2
Hardscape:	39,600 SF
Athletic Fields:	49,200 SF
Parking Spaces:	60 Spaces
ADA Spaces	3 Spaces

Room Program :

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Vacant CRs	0	-	-	-	-	-
Total CRs Utilization	28		678			664
Signature & specialty Learning Spaces						
Science	-	-	-	-	-	-
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OT/ Speech	1	-	-	-	-	-
Music/ Conference	1	-	-	-	-	-
Office	1	-	-	-	-	-
Behavioral Specialist	1	-	-	-	-	-
After School	-	-	-	-	-	-
Subtotal Vacant &		-	-	-	-	-
Other Uses	6	-	-	-	-	-
Total Potential CRs	36					

- ★

Entry
- Drop-off
- School Bus Zone
- ADA Entry
- Property Line
- Fencing
- ←

Vehicular
- ←

Pedestrian
- ←

ADA Accessible Route
- ←

School Bus Zone





Willard Elementary School

PROJECT COST

Scope of Work Categories			Phase I	Phase II
1	Modernization & Reconfiguration	-	-	-
2	State Mandated & Deferred Maintenance Items	-		
	Maintenance	-	-	
	ADA Compliance/ Restroom	-	-	
	AB 300	-	-	
	Fire, Life & Safety	-	-	
3	Safety & Security	-	-	
4	Path to Zero Net Energy & Water Conservation	-		-
5	Signature Program Improvements	-		
6	21st Century Learning & Flexible Classrooms	-	-	
7	Technology Infrastructure	-	-	-
8	Physical Education & Athletic Fac. Improvements	-		
9	Multi-Purpose Spaces & Food Service Improvements	-		
10	Site Improvements	-		-
11	Outdoor Learning Classrooms & Gardens	-		-
12	Intelligent New Construction	-	-	-
Subtotal construction Cost				
Soft Project Cost		-		
Hard & Soft Costs Subtotal		-		
Escalation (Averaged)		-		
Overall Contingency				
Total Project Cost		-		

Legend: Scope of Work

- New Construction / Expansion
- Modernization & Reconfiguration
- ADA Site Improvements
- Upgrades to Athletic Field
- Landscaping & Outdoor Learning Areas
- Pervious Surface
- Kid Play Area
- Hardcourts/ Parking
- Demolition



NOV. 2020

MEASURE GO

PHASE

2021

(1-3 YEARS)

- Modernization & Reconfiguration: Bldg. A Classrooms, Bldg. K Servery and Cafeteria
- ADA site improvements
- Repair and replace site perimeter fencing
- Technology Infrastructure

PHASE

2023

(4-6 YEARS)

- Demolition of Bldg B, Bldg R, Portables
- New construction of STEAM Learning Labs and Makerspaces
- Modernization & Reconfiguration: Bldg. L Library
- Technology Infrastructure
- Misc. sitework to improve





Consolidated Budget Status by Fund

Budget status summary by Fund (thru 04/09/2020)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				
School Name - Project Name/Cost Group/Object Code	Budget	Commitments	Expenditures	UnEncumbered Budget Remaining
Altadena Elementary School - COMPLETE: Addition of 3 Shade Structures (95022.0)	90,186.68	90,186.68	90,186.68	-
Altadena Elementary School - COMPLETE: Measure T E-Rate (95180.0)	88,087.51	88,087.51	88,087.51	-
Altadena Elementary School - Modernization Project (95068.0)	10,342,012.76	10,313,786.61	10,313,786.61	28,226.15
ALTADENA ELEMENTARY TOTAL	10,520,286.95	10,492,060.80	10,492,060.80	28,226.15
Aveson Charter School (Noyes) - COMPLETE: Portable N Demolition Project (95029.0)	30,654.02	30,654.02	30,654.02	-
AVESON (NOYES) TOTAL	30,654.02	30,654.02	30,654.02	-
Blair High School - COMPLETE: Blair Middle School Campus (95001.0)	13,875,222.99	13,875,222.99	13,875,222.99	-
BLAIR MIDDLE SCHOOL TOTAL	13,875,222.99	13,875,222.99	13,875,222.99	-
Blair High School - 04A Modernization of Main Building (95056.0)	30,308,130.10	30,013,922.73	29,802,081.66	294,207.37
BLAIR HS - Blair HS Site Access Improvement (ADA) (95056.1)	120,713.13	-	-	120,713.13
Blair High School - 04b Track and Field (95005.0)	135,031.06	82,877.06	82,877.06	52,154.00
Blair High School - COMPLETE: Measure T E-Rate (95180.0)	428,676.92	428,676.92	428,676.92	-
Blair High School - COMPLETE: PROJECT CNLD - New 9th Grade Classroom	1,146,779.48	1,146,779.48	1,146,779.48	-
BLAIR HIGH SCHOOL TOTAL	32,139,330.69	31,672,256.19	31,460,415.12	467,074.50
Burbank Elementary School - COMPLETE: Electrical Panel Upgrade (95064.0)	87,602.70	87,602.70	87,602.70	-
Burbank Elementary School - COMPLETE: Renovation of Hodges (old 95140.0 merged)	253,584.22	253,584.22	253,584.22	-
Burbank Elementary School - Lunch Shelter/Renovation (95131.0)	988,622.24	908,582.71	908,082.71	80,039.53
BURBANK ELEMENTARY TOTAL	1,329,809.16	1,249,769.63	1,249,269.63	80,039.53
Career Technical - Career Technical Education Projects (95145.0)	2,682,999.99	2,682,999.99	2,682,999.99	-
Career Technical - COMPLETE: CTE KLRN TV (95145.0)	100,507.35	100,507.35	100,507.35	-
CAREER TECHNICAL TOTAL	2,783,507.34	2,783,507.34	2,783,507.34	-
Central Kitchen - COMPLETE: Culinary Academy/Kitchen Construction	1,238,928.12	1,238,928.12	1,238,928.12	-
CENTRAL KITCHEN TOTAL	1,238,928.12	1,238,928.12	1,238,928.12	-
Cleveland Elementary School - COMPLETE: Measure T E-Rate (95180.0)	113,292.17	113,292.17	113,292.17	-
Cleveland Elementary School - COMPLETE: New Classroom Wing (95031.0)	4,594,036.57	4,594,036.57	4,594,036.57	-
Cleveland Elementary School - Modernize Kitchen (95121.0)	109,335.22	109,335.22	109,335.22	-
Cleveland Elementary School - Student Safety Wall & Flooring Padding	8,506.22	8,506.22	8,506.22	-
CLEVELAND ELEMENTARY TOTAL	4,825,170.18	4,825,170.18	4,825,170.18	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 04/09/2020)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name - Project Name/Cost Group/Object Code	21.1 - GOB (Measure TT Series A)			
	Budget	Commitments	Expenditures	UnEncumbered Budget Remaining
District Service Center - Facilities Administration (95000.0)	17,174,867.77	15,830,257.93	14,568,219.75	1,344,609.84
D.S.C. - FACILITIES ADMIN. TOTAL	17,174,867.77	15,830,257.93	14,568,219.75	1,344,609.84
District-Wide - COMPLETE: Bogen Clock Speaker System (95032.0)	1,436,404.96	1,436,404.96	1,436,404.96	-
District-Wide - COMPLETE: Energy Conservation Measures (95019.0)	4,993,051.65	4,993,051.65	4,993,051.65	-
District-Wide - COMPLETE: Exterior Improvements (95036.0)	33,772.42	33,772.42	33,772.42	-
District-Wide - COMPLETE: Technology Modifications (95144.0)	3,075,433.52	3,075,433.52	3,075,433.52	-
District-Wide - District-Wide I.T. Wireless Access Upgrade	3,000,000.00	3,000,000.00	2,527,826.73	-
District-Wide - DW - PRI 0 - Roofing (95135.0)	391,831.00	391,831.00	391,831.00	-
District-Wide - DW - PRI 0 - Windows (95136.0)	116,236.06	116,236.06	116,236.06	-
DISTRICT-WIDE PROJECTS TOTAL	13,046,729.61	13,046,729.61	12,574,556.34	-
Don Benito Elementary School - 11 HVAC and Kitchen (95146.0)	356,887.51	296,432.51	263,321.51	60,455.00
Don Benito Elementary School - COMPLETE: Measure T E-Rate (95180.0)	147,678.83	147,678.83	147,678.83	-
Don Benito Elementary School - COMPLETE: Playground Structures (95043.0)	173,442.14	173,442.14	173,442.14	-
Don Benito Elementary School - Interim Housing (95181.0)	397,778.50	397,778.50	397,778.50	-
Don Benito Elementary School - New Admin Bldg (95097.0)	833,678.13	790,568.13	790,568.13	43,110.00
DON BENITO ELEMENTARY TOTAL	1,909,465.11	1,805,900.11	1,772,789.11	103,565.00
Edison Elementary School - Edison ADA Upgrades (95143.0)	43,940.00	43,940.00	43,940.00	-
EDISON ELEMENTARY TOTAL	43,940.00	43,940.00	43,940.00	-
Eliot Middle School - 08 HVAC Upgrades (95146.0)	911,212.72	828,426.72	828,426.72	82,786.00
Eliot Middle School - Auditorium/Cafe Modernization (95015.0)	7,781,210.38	7,721,216.29	7,698,881.29	59,994.09
Eliot Middle School - COMPLETE: Career Technical Education (95145.0)	29,260.74	29,260.74	29,260.74	-
Eliot Middle School - COMPLETE: Field Bleacher Replacement & ADA Upgrade	92,834.58	92,834.58	92,834.58	-
Eliot Middle School - COMPLETE: Kitchen Modernization (95147.0)	6,000.00	6,000.00	6,000.00	-
Eliot Middle School - COMPLETE: Lunch Shelter (95034.0)	616,601.79	616,601.79	616,601.79	-
Eliot Middle School - COMPLETE: Measure T E-Rate (95180.0)	255,191.62	255,191.62	255,191.62	-
ELIOT MS CHILLED WATER PIPING CORR (95146.1) - ELIOT MS CHILLED WATER PIPING CORR (95146.1)	98,865.00	89,230.41	89,230.41	9,634.59
ELIOT MIDDLE SCHOOL TOTAL	9,791,176.83	9,638,762.15	9,616,427.15	152,414.68



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 04/09/2020)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				
School Name - Project Name/Cost Group/Object Code	Budget	Commitments	Expenditures	UnEncumbered Budget Remaining
Field Elementary School - COMPLETE: Measure T E-Rate (95180.0)	113,292.18	113,292.18	113,292.18	-
Field Elementary School - COMPLETE: Water Meter Separation (95106.0)	39,013.00	39,013.00	39,013.00	-
Field Elementary School - FIELD - Playground (95069.1)	377,131.00	298,595.39	-	78,535.61
Field Elementary School - Modernization (95069.0)	3,537,948.37	3,537,937.40	3,537,937.40	10.97
FIELD ELEMENTARY TOTAL	4,067,384.55	3,988,837.97	3,690,242.58	78,546.58
Franklin Elementary School - COMPLETE: Measure T E-Rate (95180.0)	172,885.61	172,885.61	172,885.61	-
Franklin Elementary School - COMPLETE: New Library/Shade Structure (95035.0)	593,077.61	593,077.61	593,077.61	-
Franklin Elementary School - Modernize Cafe/MPR/Windows (95066.0)	2,156,809.23	2,156,636.51	2,156,636.51	172.72
FRANKLIN ELEMENTARY TOTAL	2,922,772.45	2,922,599.73	2,922,599.73	172.72
Hamilton Elementary School - COMPLETE: Measure T E-Rate (95180.0)	138,498.94	138,498.94	138,498.94	-
Hamilton Elementary School - COMPLETE: Water Meter Separation (95149.0)	56,828.16	56,828.16	56,828.16	-
Hamilton Elementary School - Modernization MPR/Café (95071.0)	4,463,870.83	4,454,824.79	4,349,660.18	9,046.04
HAMILTON ELEMENTARY TOTAL	4,659,197.93	4,650,151.89	4,544,987.28	9,046.04
Jackson Elementary School - 13 Modernization / Parking Lot (95052.0)	4,673,944.43	4,663,246.89	4,661,167.89	10,697.54
Jackson Elementary School - COMPLETE: Measure T E-Rate (95180.0)	130,486.57	130,486.57	130,486.57	-
Jackson Elementary School - COMPLETE: Phase I Completed Projects (95020.0 / 95	192,367.95	192,367.95	192,367.95	-
JACKSON ELEMENTARY TOTAL	4,996,798.95	4,986,101.41	4,984,022.41	10,697.54
Jefferson Elementary School - COMPLETE: Measure T E-Rate (95180.0)	156,860.82	156,860.82	156,860.82	-
Jefferson Elementary School - Modernization (95079.0)	995,156.69	911,595.69	911,595.69	83,561.00
Jefferson Elementary School - New Child Care Center (95073.0)	332,170.84	332,170.84	332,170.84	-
JEFFERSON ELEMENTARY TOTAL	1,484,188.35	1,400,627.35	1,400,627.35	83,561.00
John Muir High School - 03a Modernization, Abatement & Kitchen (95051.0)	30,989,477.52	30,006,927.62	29,949,742.86	982,549.90
John Muir High School - 03b Black Box Theater Project (95183.0)	3,701,186.89	3,690,813.44	3,690,813.44	10,373.45
John Muir High School - 03c Bldg D Accessibility (95812.0)	387,699.69	347,087.63	338,795.00	40,612.06
John Muir High School - COMPLETE: Artificial Surface Field & Track (95004.	1,518,979.69	1,518,979.69	1,518,979.69	-
John Muir High School - COMPLETE: Building G & L Window Replacement (95125	404,282.08	404,282.08	404,282.08	-
John Muir High School - COMPLETE: Career Technical Education (95145.0)	90,595.99	90,595.99	90,595.99	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 04/09/2020)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				
School Name - Project Name/Cost Group/Object Code	Budget	Commitments	Expenditures	UnEncumbered Budget Remaining
John Muir High School - COMPLETE: Kitchen Moderniation (95154.0)				
	6,000.00	6,000.00	6,000.00	-
John Muir High School - COMPLETE: Measure T E-Rate (95180.0)				
	555,841.99	555,841.99	555,841.99	-
John Muir High School - COMPLETE: Security System (95132.0)				
	159,784.88	159,784.88	159,784.88	-
John Muir High School - Culinary Arts Project (95184.0)				
	20,765.90	20,765.90	20,765.90	-
JOHN MUIR HIGH SCHOOL TOTAL	37,834,614.63	36,801,079.22	36,735,601.83	1,033,535.41
Linda Vista Elementary School - COMPLETE: Interior Structural Cleanup (95014.0)				
	39,580.00	39,580.00	39,580.00	-
Linda Vista Elementary School - Modernization (95188.0)				
	137,249.93	137,249.93	137,249.93	-
LINDA VISTA ELEMENTARY TOTAL	176,829.93	176,829.93	176,829.93	-
Loma Alta Elementary School - COMPLETE: Measure T E-Rate (95180.0)				
	63,646.67	63,646.67	63,646.67	-
Loma Alta Elementary School - COMPLETE: Modernization Project (95033.0)				
	171,002.21	171,002.21	171,002.21	-
Loma Alta Elementary School - COMPLETE: Pre K conversion & Fire sprinkler enclos				
	181,497.21	181,497.21	181,497.21	-
Loma Alta Elementary School - COMPLETE: Retaining Wall & Street Improvements (95				
	1,013,582.76	1,013,582.76	1,013,582.76	-
Loma Alta Elementary School - COMPLETE: Water Meter Separation (95101.0)				
	27,355.16	27,355.16	27,355.16	-
LOMA ALTA ELEMENTARY TOTAL	1,457,084.01	1,457,084.01	1,457,084.01	-
Longfellow Elementary School - 10 HVAC Upgrades (95146.0)				
	2,426,755.77	2,333,713.71	2,320,755.71	93,042.06
Longfellow Elementary School - COMPLETE: Child Care Center (95061.0)				
	300,502.84	300,502.84	300,502.84	-
Longfellow Elementary School - COMPLETE: Measure T E-Rate (95180.0)				
	130,357.77	130,357.77	130,357.77	-
Longfellow Elementary School - New Kitchen Bldg/Lunch Shelter/Auditorium (95050.0)				
	1,493,628.61	1,478,640.23	1,344,215.28	14,988.38
LONGFELLOW ELEMENTARY TOTAL	4,351,244.99	4,243,214.55	4,095,831.60	108,030.44
Madison Elementary School - Bldg A & Auditorium Renovation (95010.0)				
	596,258.65	596,258.65	596,258.65	-
Madison Elementary School - COMPLETE: Measure T E-Rate (95180.0)				
	96,099.91	96,099.91	96,099.91	-
Madison Elementary School - COMPLETE: Window Replacement (95084.0)				
	858,783.51	858,783.51	858,783.51	-
Madison Elementary School - Kitchen Modernization (95048.0)				
	309,395.82	309,395.82	309,395.82	-
Madison Elementary School - Modernization (95063.0)				
	4,279,983.32	4,109,418.68	4,109,418.68	170,564.64
MADISON ELEMENTARY TOTAL	6,140,521.21	5,969,956.57	5,969,956.57	170,564.64
Marshall Fundamental Secondary School - 09 HVAC Upgrades (95146.0)				
	1,035,074.20	982,594.80	982,594.80	52,479.40
Marshall Fundamental Secondary School - COMPLETE: Career Technical Education (95145.0)				
	850.00	850.00	850.00	-
Marshall Fundamental Secondary School - COMPLETE: Electrical Upgrades (95091.0)				
	352,698.24	352,698.24	352,698.24	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 04/09/2020)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				
School Name - Project Name/Cost Group/Object Code	Budget	Commitments	Expenditures	UnEncumbered Budget Remaining
Marshall Fundamental Secondary School - COMPLETE: Library Modernization & Site Improvement	1,760,215.41	1,760,215.41	1,760,215.41	-
Marshall Fundamental Secondary School - COMPLETE: Measure T E-Rate (95180.0)	428,191.61	428,191.61	428,191.61	-
Marshall Fundamental Secondary School - COMPLETE: Water Meter Separation (95103.0)	21,090.00	21,090.00	21,090.00	-
Marshall Fundamental Secondary School - COMPLETE: Window Replacement (95094.0)	1,767,862.04	1,767,862.04	1,767,862.04	-
Marshall Fundamental Secondary School - Old Gym Renovation Project (95185.0)	1,333,706.39	1,333,706.39	1,333,706.39	-
Marshall Fundamental Secondary School - Sports Complex (95049.0)	12,727,827.69	12,691,787.24	12,691,787.24	36,040.45
MARSHALL FUNDAMENTAL TOTAL	19,427,515.58	19,338,995.73	19,338,995.73	88,519.85
McKinley Elementary School - COMPLETE: Career Technical Education (95145.0)	51,619.06	51,619.06	51,619.06	-
McKinley Elementary School - COMPLETE: Measure T E-Rate (95180.0)	188,408.86	188,408.86	188,408.86	-
McKinley Elementary School - COMPLETE: Water Meter Separation (95159.0)	112,484.66	112,484.66	112,484.66	-
McKinley Elementary School - Phase I New Construction (95046.0)	20,006,669.60	20,006,669.60	20,006,669.60	-
McKinley Elementary School - Phase II Modernization (95123.0)	1,463,180.72	878,976.36	868,395.61	584,204.36
MCKINLEY K-8 TOTAL	21,822,362.90	21,238,158.54	21,227,577.79	584,204.36
Norma Coombs Elementary - 05a New CR Wing & Admin Bldg (95133.0)	10,439,825.31	10,435,792.71	10,433,692.75	4,032.60
Norma Coombs Elementary - 05b Central Plant Replacement (95146.0)	1,369,741.69	1,359,321.69	1,359,321.69	10,420.00
Norma Coombs Elementary - COMPLETE: Measure T E-Rate (95180.0)	146,511.31	146,511.31	146,511.31	-
Norma Coombs Elementary - COMPLETE: Shade Structures/Field Renovation (95021)	75,714.95	75,714.95	75,714.95	-
Norma Coombs Elementary - COMPLETE: Water Meter Separation (95116.0)	21,400.00	21,400.00	21,400.00	-
NORMA COOMBS ELEMENTARY TOTAL	12,053,193.26	12,038,740.66	12,036,640.70	14,452.60
Pasadena High School - 02a Modernize Gymnasium Complex (95075.0)	20,798,855.80	19,094,090.25	18,536,389.17	1,704,765.55
Pasadena High School - 02c ADA Upgrade (DSA) (95074.0)	734,436.76	570,735.33	495,883.34	163,701.43
Pasadena High School - COMPLETE: Artificial Track & Field (95005.0)	1,276,356.16	1,276,356.16	1,276,356.16	-
Pasadena High School - COMPLETE: Career Technical Education (95145.0)	116,593.12	116,593.12	116,593.12	-
Pasadena High School - COMPLETE: Drainage at Fields (95006.0)	620,576.58	620,576.58	620,576.58	-
Pasadena High School - COMPLETE: Fire Alarm Corrections (95161.0)	36,004.90	36,004.90	36,004.90	-
Pasadena High School - COMPLETE: Measure T E-Rate (95180.0)	644,227.38	644,227.38	644,227.38	-
Pasadena High School - Kitchen Project (95139.0)	287,321.43	287,321.43	287,321.43	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 04/09/2020)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				
School Name - Project Name/Cost Group/Object Code	Budget	Commitments	Expenditures	UnEncumbered Budget Remaining
Pasadena High School - Security System Upgrades (95117.0)	248,424.26	248,424.26	248,424.26	-
Pasadena High School (Phase 2) - 02d Campus Upgrds/Restrooms Upgrades (95119.0)	3,307,696.33	3,154,984.26	2,034,309.90	152,712.07
Pasadena High School (Phase 3) - 02b Campus Appearance/Identity (95080.0)	1,790,880.84	176,334.76	148,150.39	1,614,546.08
PASADENA HIGH SCHOOL TOTAL	29,861,373.56	26,225,648.43	24,444,236.63	3,635,725.13
Roosevelt Elementary School - 12 Multi-purpose Facility (95025.0)	1,831,606.70	1,831,606.70	1,831,606.70	-
Roosevelt Elementary School - COMPLETE: Auto Door Openers (95062.0)	98,843.78	98,843.78	98,843.78	-
Roosevelt Elementary School - COMPLETE: Measure T E-Rate (95180.0)	96,099.91	96,099.91	96,099.91	-
ROOSEVELT ELEMENTARY TOTAL	2,026,550.39	2,026,550.39	2,026,550.39	-
Rose City High School - 07 Modification (95170.0)	467,069.45	454,658.67	454,658.67	12,410.78
Rose City High School - COMPLETE: Career Technical Education (95145.0)	232,607.50	232,607.50	232,607.50	-
Rose City High School - COMPLETE: Measure T E-Rate (95180.0)	134,492.76	134,492.76	134,492.76	-
ROSE CITY HIGH SCHOOL TOTAL	834,169.71	821,758.93	821,758.93	12,410.78
San Rafael Elementary School - COMPLETE: Measure T E-Rate (95180.0)	94,930.29	94,930.29	94,930.29	-
San Rafael Elementary School - COMPLETE: Phase I (95011.0/17.0)	169,380.03	169,380.03	169,380.03	-
San Rafael Elementary School - Modernization (95030.0)	1,894,127.72	1,893,431.08	1,893,431.08	696.64
SAN RAFAEL ELEMENTARY TOTAL	2,158,438.04	2,157,741.40	2,157,741.40	696.64
Sierra Madre Elementary School - 06 Phase II Upgrades (95126.0)	764,252.53	760,029.83	756,812.03	4,222.70
Sierra Madre Elementary School - COMPLETE: Phase I - New Permanent Classroom Buildi	4,074,221.47	4,074,221.47	4,074,221.47	-
SIERRA MADRE ELEMENTARY TOTAL	4,838,474.00	4,834,251.30	4,831,033.50	4,222.70
Sierra Madre Middle School - COMPLETE: Career Technical Education (95145.0)	38,112.52	38,112.52	38,112.52	-
Sierra Madre Middle School - COMPLETE: Measure T E-Rate (95180.0)	299,998.22	299,998.22	299,998.22	-
Sierra Madre Middle School - New MS Campus (95038.0)	38,278,555.25	38,278,554.09	38,278,554.09	1.16
SIERRA MADRE MIDDLE TOTAL	38,616,665.99	38,616,664.83	38,616,664.83	1.16
Washington Accelerated Elementary School - 01 New Classroom/MPR Bldg (95045.0)	21,168,290.45	20,296,305.61	20,239,939.64	871,984.84
Washington Accelerated Elementary School - Campus Improvements - Measure Y	5,631.10	5,631.10	5,631.10	-
Washington Accelerated Elementary School - COMPLETE: Measure T E-Rate (95180.0)	251,858.05	251,858.05	251,858.05	-
Washington Accelerated Elementary School - New Child Care Center (95067.0)	602,146.73	118,746.99	118,746.73	483,399.74
WASHINGTON ELEMENTARY TOTAL	22,027,926.33	20,672,541.75	20,616,175.52	1,355,384.58



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 04/09/2020)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress


21.1 - GOB (Measure TT Series A)				
School Name - Project Name/Cost Group/Object Code	Budget	Commitments	Expenditures	UnEncumbered Budget Remaining
Washington Middle School - COMPLETE: Career Technical Education (95145.0)				
	34,572.45	34,572.45	34,572.45	-
Washington Middle School - COMPLETE: Measure T E-Rate 95180.0				
	261,489.20	261,489.20	261,489.20	-
Washington Middle School - New Constr. & Mod. (95081.0)				
	16,664,529.61	16,271,218.04	16,141,487.73	393,311.57
WASHINGTON MIDDLE SCHOOL TOTAL	16,960,591.26	16,567,279.69	16,437,549.38	393,311.57
Webster Elementary School - Aud/AdminBldg/Kitchen/Playground (95047.0)				
	2,187,027.47	2,181,512.87	2,181,332.87	5,514.60
Webster Elementary School - COMPLETE: Kitchen Modernization (95083.0)				
	19,858.31	19,858.31	19,858.31	0.00
Webster Elementary School - COMPLETE: Measure T E-Rate 95180.0				
	139,666.47	139,666.47	139,666.47	-
Webster Elementary School - COMPLETE: Preschool Shade Structure (95105.0)				
	132,613.44	132,613.44	132,613.44	-
WEBSTER ELEMENTARY TOTAL	2,479,165.69	2,473,651.09	2,473,471.09	5,514.60
Willard Elementary School - COMPLETE: Exterior Upgrade & Window Replacement (9				
	711,112.84	711,112.84	711,112.84	-
Willard Elementary School - COMPLETE: Field Installation/Irrigation & Demo (95				
	156,605.57	156,605.57	156,605.57	-
Willard Elementary School - COMPLETE: Multi-Use Room (95002.0)				
	428,811.30	428,811.30	428,811.30	-
Willard Elementary School - COMPLETE: Power & Fire Alarm Upgrade (95065.0)				
	393,697.75	393,697.75	393,697.75	-
Willard Elementary School - COMPLETE: Water Meter Separation (95108.0)				
	47,115.00	47,115.00	47,115.00	-
Willard Elementary School - HVAC Upgrades (95187.0)				
	297,217.01	297,217.01	297,217.01	-
Willard Elementary School - Kinder and Pre-K Complex (95115.0)				
	4,143,768.10	4,138,008.97	4,138,008.97	5,759.13
WILLARD ELEMENTARY TOTAL	6,178,327.57	6,172,568.44	6,172,568.44	5,759.13
Wilson Middle School - COMPLETE: Classroom Demolition (95028.0)				
	72,421.36	72,421.36	72,421.36	-
Wilson Middle School - COMPLETE: Painting & Window Replacement (95009.0)				
	618,777.08	618,777.08	618,777.08	-
Wilson Middle School - COMPLETE: Water Meter Separation (95109.0)				
	79,225.00	79,225.00	79,225.00	-
Wilson Middle School - Gym/Locker RM Courtyard Mod (95113.0)				
	5,036,321.14	5,036,321.14	5,036,321.14	-
Wilson Middle School - Interim Housing (95181.0)				
	7,400.00	7,400.00	7,400.00	-
WILSON MIDDLE SCHOOL TOTAL	5,814,144.58	5,814,144.58	5,814,144.58	-
Grand Totals	361,898,624.63	352,128,337.46	347,524,052.75	9,770,287.17
Project Cancelled / School Closed - Make available for PHS Chiller				357,690.64
Project Complete - Make available for PHS Chiller				1,086,244.43

Construction Status Report April 2020

School / Funds Source	Project's Scope of Work	Progress/issues April 2020	Project Phase	Date in Phase	April 2020 Report Expected date completion total project	Expected date completion total project	% of compl. April 2020	Project Mgr.	Architect	Contractor	Inspector
PHS Modernization 95075.0	Modernize the existing gyms and locker rooms.	Completion of punch list items and roof final coating.	Construction	Nov/28/2016	End April 2020	typically 3-4 months after construction completion	99.00%	Sam Maissiam	F&M	The Nazerian Group	Donald B. Blayney
PHS Campus Identity 95080.0	Campus Identity/Curb appeal.	All bids to be rejected (subject to Board Approval)	Construction Docs.		NA	NA		Sam Maissiam	F&M	TBD	Donald B. Blayney
PHS Central Plant 95146.0.	Design-Build Central Chilled Water Plant	Design Phase by Envisé	Construction Docs.	Early March 2020	Summer 2021	typically 3-4 months after construction completion	0.00%	Sam Maissiam	Design-Build Southland		Ned Khachikian
PHS Modernization Phase II 95075.0	Student Toilet Room Accessibility Modernization (Phase 2)	NTP issued on 4/14/22020	Construction	Apr/14/2020	End April 2020	Oct/11/2020	0.00%	Sam Maissiam	F&M	The Nazerian Group	Donald B. Blayney
Washington MS & ES 95081.0	Field and Track upgrade. Natural grass and DG track, and other related improvements.	Completed*	Post-Construction	Jun/17/2019	Completed*	Feb-20	100.00%	Sam Maissiam Shirly Barret	LPA	Shenk Developers	Donald B. Blayney
J. Muir HS "Bldg. D" 95812.0	Access improvements to Building D	Completed*	Post-Construction	Jul/19/2019	Completed*	Feb-20	100.00%	Sam Maissiam	PJHM	The Nazerian Group	Donald B. Blayney
Field ES 95069.0/95069.1	Kinder and Primary area play structures and Rubber Surfacing.	Lower play structure completed; rubber surfacing is pending. Upper play structure (in the kinder area) will most likely be started by end of April.	Construction	Nov. 2019	Late May	Late August 2020	40%	Sam Maissiam	In house	Dave Bang	Donald B. Blayney
Washington ES 95045.0	Play structure and rubber surfacing	Completed*	Post-Construction	Apr-20	Completed*	Mid April 2020	100.00%	Sam Maissiam	In house	Dave Bang	Donald B. Blayney
J Muir Restroom 95051.1	New Portable restroom by the softball field	Completed*	Post-Construction	Jan/15/2020	Completed*	End of Feb 2020	100.00%	Kriz Zazirski	Cannon Design	The Nazerian Group	Ned Khachikian
Hamilton ES 95071.0	Installation of 3 portable classrooms	Portables installation is on going	Construction	Feb/05/2020	May 2020	May 2020	85.00%	Kriz Zazirski & Sam Maissiam	F&M	Shenk Developers	Ned Khachikian
Longfellow Childcare Center (Grant funded)	New play structure shade hat	Completed*	Post-Construction	Nov. 2019	Completed*	April 2020	100.00%	Sam Maissiam	In house	Dave Bang	Donald B. Blayney
Washington Childcare Center (Grant funded)	New play structure shade hat in Kinder area	Completed*	Post-Construction	Nov. 2019	Completed*	April 2020	100.00%	Sam Maissiam	In house	Dave Bang	Donald B. Blayney
Jefferson Childcare Center (Grant funded)	New play structures with shade	Completed*	Post-Construction	Nov. 2019	Completed*	April 2020	100.00%	Sam Maissiam	In house	Dave Bang	Donald B. Blayney
Willard Childcare Center(Grant funded)	Child Care Center new play structure with new rubber surfacing	Completed*	Post-Construction	Nov. 2019	Completed*	April 2020	100.00%	Sam Maissiam	In house	Dave Bang	Donald B. Blayney

* Completed projects will not appear in next Construction Status Report

Previous Reports available at www.pusd.us/Page/6819



Pasadena Unified School District


Pictures of Facilities Department Partial Active Projects

March - April, 2020

Webster ES - Kinder Play area improvements




DANIEL WEBSTER ELEMENTARY SCHOOL
March - April 2020
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Pasadena Unified School District

Active Project List

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- [Jefferson ES](#)
- [Longfellow ES](#)
- [Hamilton ES](#)
- [Webster ES](#)
- [Washington ES](#)
- [Willard ES](#)
- [Washington Childcare Center](#)

4/22/2020

Webster ES - Kinder Play area improvements




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Webster ES - Kinder Play area improvements




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Webster ES - Kinder Play area improvements




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Webster ES - Kinder Play area improvements



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DANIEL WEBSTER ELEMENTARY SCHOOL

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Field ES - Lower play structures - Layout



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EUGENE FIELD ELEMENTARY SCHOOL

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Webster ES - Kinder Play area improvements



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DANIEL WEBSTER ELEMENTARY SCHOOL

March - April 2020

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Field ES - Lower play structures



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EUGENE FIELD ELEMENTARY SCHOOL

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Webster ES - Kinder Play area improvements



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DANIEL WEBSTER ELEMENTARY SCHOOL

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Field ES - Lower play structures



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EUGENE FIELD ELEMENTARY SCHOOL

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Field ES - Lower play structures



13 EUGENE FIELD ELEMENTARY SCHOOL
Pursuing to Progress

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Field ES - Lower play structures



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Pursuing to Progress

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Field ES - Lower play structures



15 EUGENE FIELD ELEMENTARY SCHOOL
Pursuing to Progress

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Field ES - Lower play structures



16 EUGENE FIELD ELEMENTARY SCHOOL
Pursuing to Progress

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Field ES - Lower play structures



17 EUGENE FIELD ELEMENTARY SCHOOL
Pursuing to Progress

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Field ES - Lower play structures



18 EUGENE FIELD ELEMENTARY SCHOOL
Pursuing to Progress

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Field ES - Lower play structures



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EUGENE FIELD ELEMENTARY SCHOOL
Division of Recreation

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Field ES - Lower play structures



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EUGENE FIELD ELEMENTARY SCHOOL
Division of Recreation

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Field ES - Lower play structures



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Division of Recreation

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Field ES - Lower play structures



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Division of Recreation

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Field ES - Lower play structures



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Division of Recreation

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Field ES - Lower play structures



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EUGENE FIELD ELEMENTARY SCHOOL
Division of Recreation

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Washington ES

New Playground structures



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WASHINGTON
Elementary
STEM Magnet

Washington ES

New Playground structures




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WASHINGTON
Elementary
STEM Magnet

Washington ES

New Playground structures



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WASHINGTON
Elementary
STEM Magnet

Washington ES

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WASHINGTON
Elementary
STEM Magnet

Washington ES

New Playground structures



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WASHINGTON
Elementary
STEM Magnet

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New Playground structures



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WASHINGTON
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STEM Magnet

Washington ES

New Playground structures

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Jefferson ES
Childcare Center

New Playground structure

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Jefferson ES
Childcare Center

New Playground structures



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Jefferson ES
Childcare Center

New Playground structures



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Jefferson ES
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Longfellow ES
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Jefferson ES
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New Playground
structure

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Willard
Childcare
Center

New
Playground
structure

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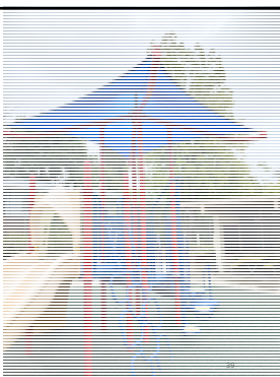
Longfellow ES
Childcare Center

New Playground
structure

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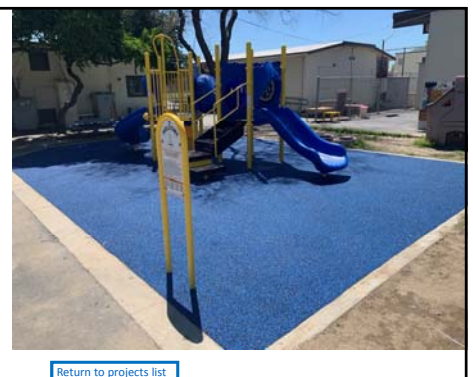
Willard
Childcare
Center

New
Playground
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Willard
Childcare
Center

New
Playground
structure



WILLARD ELEMENTARY SCHOOL

Washington State Department of Education




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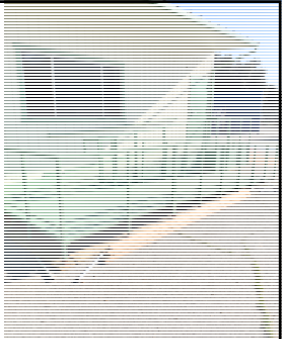
Hamilton ES

New Portables



HAMILTON ELEMENTARY SCHOOL

Math, Science and Technology Academy




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Willard
Childcare
Center

New
Playground
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WILLARD ELEMENTARY SCHOOL

Washington State Department of Education



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Hamilton ES

New Portables



HAMILTON ELEMENTARY SCHOOL

Math, Science and Technology Academy



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WILLARD ELEMENTARY SCHOOL

Washington State Department of Education




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