



**CITIZENS' OVERSIGHT
COMMITTEE MEETING**

NOTICE AND AGENDA

**Dec. 19, 2018, 6:30 PM
Room 240
351 S. HUDSON AVENUE
PASADENA, CA 91101**

- I. Call to Order**
- II. Public comment**
- III. Approval of the October and November 2018 Meeting Minutes**
- IV. Auditors Report FY 2017-2018**
- V. Review of Board Reports**
- VI. COC's Annual Report – Creation of Sub- Committee, discussion on its content
and outline**
- VII. Facilities' Reports**
- VIII. Next meeting date: January 16, 2018**
- IX. Adjournment**



Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
DRAFT Minutes of Meeting held on October 17, 2018

Location: Pasadena Unified School District Education Center, Room 236, 351 S. Hudson Ave., Pasadena, CA 91109

I. Call to order:

- Jim Vitale, Diana Verdugo, Willie Ordonez, Amelia, Stephen Aquino & Francis Boland in attendance
- Also in attendance: Michelle Bailey, Nelson M. Cayabyab, Miguel Perez
- Meeting called to order at 6:40

II. Public comments:

- Debra Ordonez: does not feel it's right to remove the chairman because it conflicts with the independent oversight
- Quincy Hocott: the agenda was posted too late, the agenda was posted by facilities, agenda is missing approval of prior 4 months of minutes that need to be submitted to the public, no board reports are on the agenda, no item to vote for a new board chair is on the agenda, the legal presentation was the same as prior presentation by the same firm.

III. Proposition 39 bond oversight committee presented by Constance Schwindt:

- Purpose of this presentation is for the 3 potential new members.
- Reviewed each member's criteria: need a member who shall be active in a bona fide taxpayers' organization
- Either the facilities department or the committee can set the agenda.
- If there is an issue with the timing of the agenda, that should be resolved.
- Constance suggested we have a bond law attorney come to the next meeting to advise on questions that she was not able to answer.
- Brown act violation is any group of a quorum number of members or emails of a quorum of members.

IV. Introduction of potential new COC members:

- Eliza Whitman – engineering firm owner for 28 years. Public and private experience in civil engineering.
- John Robinson – consulting firm for 25 years. Member of Pasadena chamber of commerce. Civil and mechanical engineers
- Cynthia Torrez – financial services professional experiences. Chair of the Santa Monica oversight committee. Sister of current board president Larry Torrez.

V. Construction Status Report



Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
DRAFT Minutes of Meeting held on November 12, 2018

Location: Pasadena Unified School District Education Center, Room 240, 351 S. Hudson Ave., Pasadena, CA 91109

- I. Call to order – James Vitale called the meeting to order at 6:42pm.
 - a. Present: James Vitale, Francis Boland, Stephen Aquino, Jen Wang, Willie Ordonez, Amelia Bradford, Michelle Bailey & Miguel Perez
 - b. Absent: Diana Verdugo, Chip Ossman, Robin Salzer, Nelson Cayabyab
- II. Public comments – no public present at time of public comment session.
- III. Meeting Minutes (6:42 – 6:56)
 - a. Jen Wang felt the minutes should include more detail to provide a more accurate portrayal of the meeting. Amelia's minutes were not submitted to facilities. James suggests that minutes are not approved.
 - b. Amelia will draft minutes and send to chair. Chair will send to Miguel for final draft.
- IV. Clarifications of COC duties as mandated by state law (6:56 – 7:14)
 - a. Jim received a letter with what the district can and can't do with the bond money. It is acceptable to use district staff to perform project management functions and be paid from Measure TT funds.
 - b. The COC requested complete details on why board reports for change orders are being submitted to the board for approval.
 - c. Miguel explained expenditures are when the financial transaction happens. When we review board reports, we are not reviewing expenditures because the board has not approved the board reports.
 - d. Jen Wang pointed out that depending on accounting method a proposal for spending is considered an expenditure when it is reasonably committed, rather than upon actual payment.
 - e. Michelle clarifies that a board report is considered an expenditure when it is approved to happen. She also stated that the COC feedback has been very helpful to the board.
 - f. More information on the change order board reports is included on the facilities website. **Please include web address in the final minutes.**
 - g. Michelle Bailey advised it's the school board's responsibility to review the expenditures as presented by facilities. It's the COC's responsibility to review if the expenditure is related to construction or not. The school district is required to take the lowest bid. Change

- orders are expected and needed to complete the project. Change orders should be discussed at the facilities meeting.
- h. Change orders for PUSD projects have not exceeded 10% which is the industry standard but they are approaching that 10% mark. Change orders are not currently excessive at their current level.
- V. Selection of the COC's chair and vice chair. (7:14 - 7:28)
 - a. Amelia Bradford nominated Francis Boland for the position of Chair. Stephen Aquino seconded the nomination.
 - b. Willie Ordonez nominated James Vitale for the position of Chair. There was no second.
 - c. Vote in favor or opposition of Francis Boland for Chair
 - i. Favor: James Vitale, Francis Boland, Stephen Aquino, Amelia Bradford
 - ii. Opposed: Willie Ordonez
 - iii. Abstained: Jen Wang
 - d. Amelia Bradford nominates James Vitale, Francis Boland seconds.
 - e. Vote in favor or opposition of James Vitale for Vice Chair
 - i. Favor: James Vitale, Francis Boland, Stephen Aquino, Amelia Bradford
 - ii. Abstained: Jen Wang, Willie Ordonez
- VI. BR Justifications, support materials (7:28 - 7:45)
 - a. Discussed in part during topic IV.
 - b. Francis requests more detail in the BR report. Miguel agrees to provide more information.
 - c. COC is asking facilities for specific information to be completed in the board report. Visibility to the construction change document that generates the change order expense is requested.
 - d. COC should put any concerns in the annual report.
 - e. Audit report didn't recommend outside financial oversight.
 - f. Meeting minutes from projects and facilities are posted including the change orders. Miguel to send link to these minutes.
 - g. Michelle Bailey recommends the COC looks at the completed projects to do a reconciliation.
- VII. Change order procedure/justification – skipping because it's not in our purview.
- VIII. COC Annual report committee (7:45 - 7:48)
 - a. Jen Wang is not satisfied with the level of detail in the audit report. Jen to illustrate her concerns to be submitted for the annual report.
 - b. Francis Boland to head committee. No other members volunteered.
- IX. Potential conflicts of interest discussion. (7:48 - 7:57)
 - a. It is discussed that potential COC member, Ms. Torres, has a conflict of interest as the board president's sister.
 - b. Michelle says because Mr. Torres is not the liaison to the COC or a member of the facilities committee, legally, it is not a conflict of interest.

- c. Stephen Aquino will attend the interviews of potential COC new members on Monday, November 19th at 6:30. James Vitale will put together interview questions that each interviewed person will be asked for consistency. Interviews are to be 20 minutes.
 - d. Board will make the appointment of the COC members. The COC can make a recommendation about the acceptability of the candidates in writing to the board.
- X. Future bonds strategy (7:57- 7:59)
 - a. **Is there language that measure tt funds could be used for future bond projects?**
- XI. Facilities Construction Reports (7:59 - 8:18)
 - a. Miguel Perez presented the construction status report.
 - b. Facilities will likely recommend projects to be submitted to the board to be approved in the beginning of the year.
 - c. There is \$24,958,706 remaining that is uncommitted to specific projects.
 - d. Money left in closed projects was moved to contingency fund. The balance of the contingency fund is not currently known and it's not known if it's in a general contingency fund or specific school's contingency fund.
- XII. Next meeting date: December 19, 2018 (8:18 - 8:19)
 - a. Potential school walk of Norma Coombs or Blair in January.
- XIII. Adjournment 8:19pm

- Reviewed projects presented by Miguel

VII. Next meeting date November 17, 2018

VIII. Meeting adjourned at 8:28

DRAFT

**MEASURE TT BOND BUILDING FUND OF
PASADENA UNIFIED SCHOOL DISTRICT**

AUDIT REPORT

**FOR THE YEAR ENDED
JUNE 30, 2018**

San Diego

Los Angeles

**San Francisco
Bay Area**

christywhite
A PROFESSIONAL
ACCOUNTANCY CORPORATION *associates*

MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT
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**MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT**

Introduction and Citizens' Bond Oversight Committee Member Listing

June 30, 2018

Pasadena Unified School District (the "District") consists of four high schools, one continuation school, three middle schools, twenty elementary schools, and three charter schools supported by a District Office and a service center facility. The District serves approximately 20,000 students.

On November 4, 2008, the voters of the Pasadena Unified School District approved by more than 55% Measure TT, authorizing the issuance and sale of \$350,000,000 of general obligation bonds. Measure TT is a Proposition 39 bond. On September 17, 2009, the District issued Series 2009A of the Election of 2008 General Obligation bonds in the amount of \$125,000,000. On July 3, 2012, the District issued Series 2012 in the amount of \$125,000,000. On May 25, 2016, the District issued Series 2016 in the amount of \$100,000,000. The bonds were issued to finance the construction and modernization of school facilities and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation, ABl 908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Measure TT Citizens' Bond Oversight Committee was comprised of the following members as of June 30, 2018:

Name	Title	Representation
Quincy Hocutt	Chairperson	At-large Community Member
James. V. Vitale	Vice Chairperson	Active in Senior Citizens' Organization
Vacant*	Member	Member of Bona Fide Taxpayers Association
Amelia Bradford	Member	Parent/Guardian of Child in District
Chip Ossman	Member	Member of Business Organization
Diana Verdugo	Member	Active in Senior Citizens' Organization
Francis Boland	Member	Parent/Guardian of Child in District/Active in PTA
Daniel Stuart	Member	Parent/Guardian of Child in District
Jen Wang	Member	Parent/Guardian of Child in District
Mikala Rahn	Member	Business Representative/Parent/Guardian of Child in District
Raphael Henderson	Member	At-large Community Member
Robin Salzer	Member	Business Representative/Parent/Guardian of Child in District
Stephen Aquino	Member	Business Representative/Parent/Guardian of Child in District
Willie Ordonez	Member	Parent/Guardian of Child in District

*Vacant as of June 30, 2018, however the District is working to fill this position during the 2018-19 fiscal year.

INDEPENDENT AUDITORS' REPORT

Measure TT Citizens' Bond Oversight Committee and
Governing Board Members of the
Pasadena Unified School District
Pasadena, California

Report on the Financial Statements

We have audited the accompanying financial statements of the Measure TT Bond Building Fund of Pasadena Unified School District (the "District"), as of and for the year ended June 30, 2018, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

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LOS ANGELES

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure TT Bond Building Fund of Pasadena Unified School District, as of June 30, 2018, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Prior-Year Comparative Information

We did not audit the Measure TT Bond Building Fund's 2017 financial statements, which expressed an unmodified opinion on the respective financial position and changes in financial position in the report dated December 11, 2017.

Emphasis of Matter

As discussed in Note 1A, the financial statements present only the Measure TT Bond Building Fund and do not purport to, and do not present fairly the financial position of the Pasadena Unified School District, as of June 30, 2018, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 23, 2018, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters specific to the Measure TT Bond Building Fund. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Measure TT Bond Building Fund's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report of Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have issued our performance audit dated October 23, 2018, on our consideration of the District's compliance with the requirements of Proposition 39 as it directly relates to the Measure TT Bond Building Fund. That report is an integral part of our audit of the Measure TT Bond Building Fund of Pasadena Unified School District, as of and for the year ended June 30, 2018, and should be considered in assessing the results of our financial audit.



San Diego, California
October 23, 2018

FINANCIAL SECTION

**MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT**

Balance Sheet

June 30, 2018 (With Comparative Data for June 30, 2017)

	<u>2018</u>	<u>2017</u>
ASSETS		
Cash and investments	\$ 65,895,057	\$ 114,828,138
Accounts receivable	<u>419,006</u>	<u>627,941</u>
Total Assets	<u>\$ 66,314,063</u>	<u>\$ 115,456,079</u>
 LIABILITIES AND FUND BALANCE		
Liabilities		
Accounts payable	<u>\$ 4,264,658</u>	<u>\$ 3,480,945</u>
Total Liabilities	<u>4,264,658</u>	<u>3,480,945</u>
 Fund Balance		
Restricted for capital projects	<u>62,049,405</u>	<u>111,975,134</u>
Total Liabilities and Fund Balance	<u>\$ 66,314,063</u>	<u>\$ 115,456,079</u>

The notes to financial statements are an integral part of this statement.

**MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT**

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Year Ended June 30, 2018 (With Comparative Data for the Year Ended June 30, 2017)

	<u>2018</u>	<u>2017</u>
REVENUES		
Other local revenue	\$ 1,424,510	\$ 1,441,652
Total Revenues	<u>1,424,510</u>	<u>1,441,652</u>
EXPENDITURES		
Facilities acquisition and construction	<u>51,350,239</u>	<u>31,973,424</u>
Total Expenditures	<u>51,350,239</u>	<u>31,973,424</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(49,925,729)	(30,531,772)
Beginning Fund Balance	<u>111,975,134</u>	<u>142,506,906</u>
Ending Fund Balance	<u>\$ 62,049,405</u>	<u>\$ 111,975,134</u>

The notes to financial statements are an integral part of this statement.

**MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2018**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

On November 4, 2008, the District voters authorized \$350,000,000 in General Obligation Bonds (Measure TT) for the purpose of financing the modernization and construction of school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District's Governing Board and Superintendent, the Citizens' Bond Oversight Committee, was established. The Committee's oversight goals include ensuring compliance with conditions of Measure TT.

The Bond proceeds are accounted for in the District's Building Fund (21.1), where they are expended for the approved projects. The statements presented are for the individual Measure TT Bond Building Fund and are not intended to be a complete presentation of the District's financial position or results of operations.

B. Accounting Policies

The District accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

C. Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The financial statements are presented on the modified accrual basis of accounting. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. "Available" means the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year.

D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid.

**MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Deposits and Investments

In accordance with Education Code Sections 15357 and 41001, the District maintains a portion of its cash in the Los Angeles County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

G. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District's governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

These budgets are revised by the District's governing board during the year to give consideration to unanticipated income and expenditures. Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

H. Budgets and Budgetary Accounting

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**MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

I. Fund Balance

Under GASB Statement No. 54, fund balance is divided into five classifications based primarily on the extent to which the District is bound to observe constraints imposed upon the use of the resources in the governmental funds. The fund balance in the Measure TT bond fund is considered restricted.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation.

NOTE 2 – CASH AND INVESTMENTS

Summary of Cash and Investments

Cash and investments as of June 30, 2018 are classified in the accompanying financial statements as cash in county treasury in the amount of \$65,895,057.

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered state warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations. Investments of debt proceeds held by trustees are governed by the provisions of debt agreements rather than the general provisions of the California Government Code. These provisions allow for the acquisition of investment agreements with maturities up to 30 years.

Cash in County Treasury – The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (Education Code Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

**MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT**
Notes to Financial Statements, continued
June 30, 2018

NOTE 2 – CASH AND INVESTMENTS (continued)

General Authorizations

Except for investments by trustees of debt proceeds, the authority to invest District funds deposited with the county treasury is delegated to the County Treasurer and Tax Collector. The table below identifies examples of the investment types permitted in the investment policy:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Limitations as they relate to interest rate risk, credit risk, custodial credit risk, and concentration of credit risk are described below:

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the Los Angeles County Treasury Investment Pool. The District maintains a pooled investment with the County Treasury with a fair value of approximately \$65,012,355 and an amortized book value of \$65,895,057 at June 30, 2018. The average weighted maturity for this pool is 609 days.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The investment in the Los Angeles County Investment Pool is rated at least A by Standard & Poor's.

**MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 2 – CASH AND INVESTMENTS (continued)

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of a failure of a counterparty to an investment, some or all of the investment amount may not be recovered by the holder of the investment. The District's investments as of June 30, 2018 were not subject to custodial credit risk because the investments were in the county investment pool.

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. District investments that are greater than 5 percent of total investments are in either an external investment pool or mutual funds and are therefore exempt.

Fair Value

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, either directly or indirectly.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonable available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the Los Angeles County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

As of June 30, 2018, the District held uncategorized investments in the Los Angeles County Treasury with a fair value of \$65,012,355 in relation to the Measure TT Bond Building Fund.

**MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable of the Measure TT Bond Building Fund as of June 30, 2018 consisted of the following:

Local sources - interest earned	\$ 419,006
Total	<u>\$ 419,006</u>

NOTE 4 – MEASURE TT GENERAL OBLIGATION BONDS

Series 2009A

On September 17, 2009, the District issued \$125,000,000 of Series 2009A General Obligation Bonds. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to finance the construction and modernization of school facilities and to pay costs of issuance of the bonds.

The bonds were issued as: \$40,320,000 tax-exempt current interest serial bonds with stated interest rates ranging between 2.5% and 5% and fully maturing on August 1, 2022, and \$84,680,000 in Federally taxable Build America Bonds Capital Appreciation Bonds with stated interest rates ranging between 6.076% and 7.193%, and fully maturing on August 1, 2034. The Build America Bonds program was created by the American Recovery and Reinvestment Act to assist state and local governments in financing capital projects at lower borrowing costs and to stimulate the economy and create jobs. It authorizes state and local governments to issue taxable bonds to finance any capital expenditures for which they could otherwise issue tax-exempt governmental bonds. Pursuant to the Recovery Act, the District expects to receive a cash subsidy payment from the United States Treasury equal to 35% of the interest payable on the Bonds on or about each interest payment date. The cash payment does not constitute a full faith and credit guarantee of the United States Government but is required to be paid by the Treasury under the Recovery Act. The District is obligated to deposit any cash subsidy payments it receives into the debt service fund for the Bonds.

Series 2012

On July 3, 2012, the District issued \$125,000,000 of Series 2012 General Obligation Bonds. The bonds were issued as current interest serial bonds with stated interest rates ranging between 0.4% and 5.0% and fully maturing on May 1, 2037.

Series 2016

On May 25, 2016, the District issued \$100,000,000 of Series 2016 General Obligation Bonds. The bonds were issued as current interest serial bonds with stated interest rates ranging between 2.0% and 5.0% and fully maturing on August 1, 2036. These bonds represent the third and final issuance from Measure TT.

2016 Refunding

On May 25, 2016, the District issued Series 2016 A and B refunding bonds in the amounts of \$11,025,000 and \$78,470,000, respectively. The proceeds were used to advance refund certain of the District's 2009 A-1 and 2009 A-2 bonds.

**MEASURE TT BOND BUILDING FUND
PASADENA UNIFIED SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 4 – MEASURE TT GENERAL OBLIGATION BONDS (continued)

A summary of outstanding general obligation bonds that have been issued to date follows:

Series	Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds Outstanding July 01, 2017	Additions	Deductions	Bonds Outstanding June 30, 2018
Election 2008, Series 2009A-1	9/17/2009	8/1/2022	2.50% - 5.00%	\$ 40,320,000	\$ 7,605,000	\$ -	\$ 2,235,000	\$ 5,370,000
Election 2008, Series 2012	7/3/2012	5/1/2037	0.40% - 5.00%	125,000,000	107,200,000	-	3,555,000	103,645,000
Election 2008, Series 2016	5/25/2016	8/1/2036	2.00% - 5.00%	100,000,000	100,000,000	-	1,620,000	98,380,000
2016 Refunding, Series A	5/25/2016	8/1/2022	1.25% - 4.00%	11,025,000	10,830,000	-	155,000	10,675,000
2016 Refunding, Series B	5/25/2016	8/1/2034	4.00% - 5.00%	78,470,000	78,470,000	-	-	78,470,000
					\$ 304,105,000	\$ -	\$ 7,565,000	\$ 296,540,000

General obligation bonds are paid from the Bond Interest and Redemption Fund with property taxes levied for that purpose.

The annual requirements to amortize all Measure TT outstanding general obligation bonds as of June 30, 2018 are as follows:

Year Ending June 30,	Principal	Interest	Total
2019	\$ 8,540,000	\$ 19,421,004	\$ 27,961,004
2020	8,455,000	19,090,004	27,545,004
2021	6,845,000	12,297,094	19,142,094
2022	7,305,000	12,067,032	19,372,032
2023	7,870,000	11,757,469	19,627,469
2024 - 2028	56,425,000	51,270,594	107,695,594
2029 - 2033	94,245,000	33,596,394	127,841,394
2034 - 2037	106,855,000	9,835,091	116,690,091
	\$ 296,540,000	\$ 169,334,682	\$ 465,874,682

NOTE 5 – COMMITMENTS AND CONTINGENCIES

A. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2018.

B. Construction Commitments

As of June 30, 2018, the District had commitments with respect to unfinished Measure TT capital projects in the amount of \$34,210,433.

OTHER INDEPENDENT AUDITORS' REPORTS

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Independent Auditors' Report

Measure TT Citizens' Bond Oversight Committee and
Governing Board Members of the
Pasadena Unified School District
Pasadena, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure TT Bond Building Fund of Pasadena Unified School District (the "District"), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the Pasadena Unified School District's basic financial statements of the Measure TT Bond Building Fund, and have issued our report thereon dated October 23, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Pasadena Unified School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements of the Measure TT Bond Building Fund, but not for the purpose of expressing an opinion on the effectiveness of Pasadena Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Pasadena Unified School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

SAN DIEGO

LOS ANGELES

SAN FRANCISCO/BAY AREA

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State Board of Accountancy*

Internal Control over Financial Reporting (continued)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pasadena Unified School District's financial statements of the Measure TT Bond Building Fund are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Christy White Associates". The script is cursive and fluid.

San Diego, California
October 23, 2018

REPORT ON PERFORMANCE

Independent Auditors' Report

Measure TT Citizens' Bond Oversight Committee and
Governing Board Members of the
Pasadena Unified School District
Pasadena, California

Report on Performance

We have audited Pasadena Unified School District's compliance with the performance audit procedures described in the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810, that could have a direct and material effect on Pasadena Unified School District's Measure TT Bond Building Fund for the fiscal year ended June 30, 2018, as identified below.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to local school construction bonds.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance of Pasadena Unified School District's Measure TT Bond Building Fund based on our performance audit of the types of compliance requirements referred to above. We conducted our performance audit in accordance with generally accepted government auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810. Those standards require that we plan and perform the performance audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. An audit includes examining, on a test basis, evidence about Pasadena Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that the evidence obtained in our performance audit provides a reasonable basis for our findings and conclusions based on our audit objectives. However, our audit does not provide a legal determination of Pasadena Unified School District's compliance with those requirements.

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Opinion on Performance

In our opinion, Pasadena Unified School District complied, in all material respects, with the types of compliance requirements referred to above that are applicable to the Measure TT Bond Building Fund noted below for the year ended June 30, 2018.

Procedures Performed

In connection with the performance audit referred to above, we selected and tested transactions and records to determine Pasadena Unified School District's compliance with the state laws and regulations applicable to the Financial Audit Procedures and Performance Audit Procedures over the Measure TT Bond Building Fund. Additional agreed upon procedures relating the Measure TT Bond Building Fund may also be included.

The results of the procedures performed and the related results are further described in the accompanying performance audit results following this Report on Performance.

A handwritten signature in black ink that reads "Christy White Associates". The signature is written in a cursive, flowing style.

San Diego, California

October 23, 2018

**MEASURE TT BOND BUILDING FUND
AUDIT PROCEDURES AND RESULTS
FOR THE YEAR ENDED JUNE 30, 2018**

SECTION I – FINANCIAL AUDIT PROCEDURES AND RESULTS

Financial Statements

As mentioned in the Report on Financial Statements, we have issued an unmodified opinion over the financial statements of the Measure TT Bond Building Fund as of and for the fiscal year ended June 30, 2018.

Internal Control Evaluation

We tested internal controls over financial reporting and compliance with laws, regulations, or provisions of contracts or agreements and have determined through our inquiry of management and our evaluation of District processes that no significant deficiencies were noted.

SECTION II – PERFORMANCE AUDIT PROCEDURES AND RESULTS

Facility Project Expenditures

We selected a representative sample of expenditures charged to the Measure TT Bond Building Fund and reviewed supporting documentation to ensure funds were properly expended on specific project(s) listed in the text of the Measure TT ballot.

We tested approximately \$30.3 million of non-personnel expenditures or 60% of total 2017-2018 Measure TT Bond Building Fund expenditures for validity, allowability and accuracy and concluded that the sampled expenditures were in compliance with the terms of Measure TT ballot language, the District approved facilities plan, and applicable state laws and regulations.

Personnel Expenditures

We reviewed salaries and benefits charged to the Measure TT Bond Building Fund to verify that the personnel expenditures were allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General, which concluded that “a school district may use Proposition 39 school bond proceeds to pay the salaries of district employees to the extent they perform administrative oversight work on construction projects authorized by a voter approved bond measure.”

We reviewed a listing of all employees charged to the Measure TT Bond Building Fund and found that all employees held positions applicable to the local school construction bond. Further, we interviewed three (3) of the nine (9) employees charged to document their basic job functions and how they pertain to the Measure TT Bond. Based on our testing, salary transactions were not used for general administration operations. Personnel costs charged to the Measure TT Bond Building Fund appeared allowable.

The previous Report on Performance is an integral part of the above performance audit results.

MEASURE TT BOND BUILDING FUND
AUDIT PROCEDURES AND RESULTS, continued
FOR THE YEAR ENDED JUNE 30, 2018

SECTION II – PERFORMANCE AUDIT PROCEDURES AND RESULTS (continued)

Facilities Site Walk

We verified that funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects by review of supporting documentation as previously noted under Facility Project Expenditures but also through performance of a facilities site walks.

Facilities site walks were performed for projects at Blair High School and Norma Coombs Elementary. We toured the school site of Blair High School and physically observed the modernization taking place on the high school building, including a new roof, HVAC and electrical throughout the building, framing and drywall, plumbing and classroom windows. Additionally, we physically observed the construction of two buildings at Norma Coombs Elementary School, which contain the administration building and multiple classrooms. Auditor was also able to view fire alarms, security cameras, and IT equipment installed in classrooms. Based on our site walks, the projects for the school sites appear to be expended for authorized bond projects.

Contract and Bid Procedures

We reviewed a listing of contracts awarded during the fiscal year ended June 30, 2018 and selected a sample to ensure that contracts for public projects followed appropriate bidding procedures per applicable Public Contract Code and provisions of the California Uniform Construction Cost Accounting Commission (CUPCAA) policies. Additionally, we reviewed overall expenditures by vendor in order to determine if multiple projects under the applicable bidding threshold were identified to suggest any possible bid-splitting.

We selected the only two (2) construction contracts awarded during the year in which applicable bidding procedures were followed and that contracts were appropriately awarded to the lowest responsible bidder for the Norma Coombs Elementary project and Jackson Elementary School projects.

Based on our review of overall expenditures and projects by vendor, no instances or possible indications of bid-splitting were identified. The District appears to be properly reviewing projects and applying appropriate procedures over contract and bidding procedures.

MEASURE TT BOND BUILDING FUND
AUDIT PROCEDURES AND RESULTS, continued
FOR THE YEAR ENDED JUNE 30, 2018

SECTION II – PERFORMANCE AUDIT PROCEDURES AND RESULTS (continued)

Contracts and Change Orders

We reviewed a listing of contracts and change orders during the fiscal year ended June 30, 2018 and selected a sample to ensure that change orders were properly approved and in accordance with District policies. Additionally, cumulative change orders for any given contract were reviewed to ensure that total change orders did not exceed ten percent of the total original contract. Additionally, change orders were reviewed to ensure that the total of each change order did not exceed ten percent of the total original contract.

We reviewed a total of five (5) change orders and verified that the total of each change order did not exceed ten percent of the total contract. All change orders were properly reviewed and approved by management and the governing board in accordance with District policy.

Citizens' Bond Oversight Committee (CBOC)

In accordance with Assembly Bill (AB) 1908 and Education Code (Ed Code) Section 15278, the District is required to establish a bond oversight committee for Proposition 39 bonds to include one active member from each of the following sectors: a business organization, senior citizens organization, bona fide taxpayers' association, parent/guardian of a child enrolled in the District and a parent/guardian of a child enrolled in the District who is also a member of a parent teacher association. Additionally, no employee or official of the District shall be appointed to the citizens' oversight committee.

We found that the District successfully compiled a CBOC with an active member from each of the required representations with the exception of having a member of a Bona Fide Taxpayer Association, however the District is currently working to fill this position. No members of the CBOC are also an employee, official, vendor or consultant of the District. Refer to the Introduction and CBOC Member Listing for a listing of current members as of June 30, 2018.

**MEASURE TT BOND BUILDING FUND
SCHEDULE OF FINDINGS AND RECOMMENDATIONS
FOR THE YEAR ENDED JUNE 30, 2018**

PART I – SUMMARY OF AUDITORS’ RESULTS

FINANCIAL STATEMENTS

Type of auditors’ report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None Reported
Non-compliance material to the financial statements?	No

PERFORMANCE AUDIT

Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None Reported
Type of auditor’s report issued on performance for local school construction bonds:	Unmodified

PART II – FINANCIAL STATEMENT FINDINGS

There were no findings related to the financial statements in 2017-18.

PART III – PERFORMANCE AUDIT FINDINGS

There were no findings or recommendations related to local school construction bonds in 2017-18

PART IV – PRIOR AUDIT FINDINGS

There were no findings and recommendations during the year ended June 30, 2017

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

Topic: APPROVAL OF A LEASE AGREEMENT WITH RENAISSANCE ACADEMY FOR THE USE OF A SPECIFIED AREA AT THE THOMAS EDISON ELEMENTARY SCHOOL SITE

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves a six (6) month lease agreement with Renaissance Academy for the use of a specified area at the Thomas Edison Elementary School site. The total income to the District is \$105,000.00 for a six month lease term.

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

I. BACKGROUND

Thomas Edison Elementary School was closed due to school consolidation at the end of the 2010-2011 school year. Renaissance Academy has entered into a six (6) month lease agreement for the sole use of classrooms B208, B209, B210, B211, B212, B 213, B214 (B building), along with adult and student restrooms, a utility closet, shared use with Focus Point Academy (FPA) and the charter school Alma Fuerte the foyer, the cafetorium, located in building 'B', playground and the use of 30 onsite parking spaces.. Renaissance has agreed to pay a fee of \$2.50 per square foot for the use of the premises, described. The Premises included classrooms, restrooms, utility, cafetorium, playground and parking areas is 7,000 square feet. Monthly rental income is \$17,500.00/ month. Additionally, they will pay a prorated fee, per month, for utilities used as detailed in the lease agreement.

II. STAFF ANALYSIS

No impact on staff. Terms of agreement will be from January 1, 2019 thru June 30, 2019 Lessee will be responsible for all routine daily maintenance, prorated utilities, including waste pick up service and all other cost associated with the upkeep of facility as per attached lease agreement.

The Facilities Committee vetted this Board Report on December 06, 2018.

Attachments: Renaissance Academy Lease Agreement
Site Map indicated sole and shared space with Focus Point Academy

III. FISCAL IMPACT

Income to the District in the amount of \$105,000.00 for a six month lease term.

**Pasadena Unified School District
Board of Education Agenda: December 13, 2018
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

Funding code: 01.0-00000.0-00000-85000-8650-0000000

Originator: Nelson Cayabyab, Chief Facilities Officer

LEASE AGREEMENT BETWEEN
PASADENA UNIFIED SCHOOL DISTRICT
AND
RENAISSANCE ACADEMY
FOR THE USE OF REAL PROPERTY

THIS LEASE AGREEMENT is entered into and is effective as of the 1st of January 1, 2019, by and between the PASADENA UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California hereinafter referred to as "Lessor", and the RENAISSANCE ACADEMY, a California non-profit corporation, hereinafter referred to as "Lessee", and together hereinafter referred to as the "Parties".

RECITALS

WHEREAS, Lessor is the owner of certain school building facilities and grounds comprising the Thomas Edison Elementary School, located at 3126 North Glenrose Avenue, Altadena, California, as more particularly described in Section 1 of this Agreement (the "Premises").

WHEREAS, Lessor has, through its Board of Education, determined that the temporary proposed use of the property by a private education institution will not interfere with the educational programs or activities conducted by Lessor, and desires to lease the Premises to Lessee, a private education institution.

WHEREAS, the Parties desire to enter into this six (6) month only Agreement upon the terms and conditions set forth hereunder.

AGREEMENT

NOW, THEREFORE, Lessor and Lessee mutually agree as follows:

1. **Premises.** Lessor hereby leases to Lessee the following space comprising the Premises: A portion of Thomas Edison Elementary School, (see Attachment 'A', a site map indicating areas included in the lease) including B115, the front lobby (shared with Alma Fuerte), B-208, B209, B-210, B211, B212, B213, B214, the second floor Foyer, office space, storage room, custodial closet and Second floor restrooms in the 'B' building fronting Palm Avenue; sharing the cafetorium (excluding the

kitchen area), 2nd level playground and on-site parking (Lessee will be issued 30 spaces, 3 on lower level and 27 on upper level), with Focus Point Academy, a Pasadena USD Public High School, with Alma Fuerte, a public charter school, and with Pasadena USD Administrative programs. The Premises amounts to 7,000 square feet. The Premises shall be used by Lessee solely and exclusively for private educational activities and programs conducted by Lessee. No other use of the Premises shall be permitted without the prior written consent of the Lessor, authorized by its Board of Education, which will not be withheld unreasonably.

2. **Term.** The term of the Agreement shall commence January 1, 2019 and shall continue through June 30, 2019, a maximum of six (6) months, unless sooner terminated as provided for in this Agreement.
3. **Delivery of Rental Payments.** Lessee agrees to pay to Lessor as rent for use of the Premises a monthly payment as noted in Section 4, which shall be due and payable in advance on the first of each month at the Business Office, PASADENA UNIFIED SCHOOL DISTRICT, 351 South Hudson Ave. Pasadena, California, 91109. Rent shall be delinquent if not paid by the 15th of the month and subject to a 20% penalty. Lack of payment of rent for two (2) consecutive months shall be deemed to be a default under the terms of this Agreement, in which event, Lessor may exercise its rights under Section 15, including immediate termination upon giving notice to Lessee.
4. **Rent.** The monthly rent for use of the Premises from January 1, 2019 through June 30, 2019 shall be \$2.50 per square foot x 7,000 square feet is \$17,500.00/month, not including utilities, an additional fee will be invoiced for the previous months' utility use. A security deposit of \$10,000 will be due at the execution of this agreement, with the first and last months' rent to be paid at the time of execution of this agreement.
5. **Lessee Maintenance Obligations.** Lessee shall be responsible for the proper care of the Premises as necessary to maintain it in a safe and healthful condition, in accordance with District standards pertaining to custodial, grounds and maintenance upkeep of facilities, for occupancy, as well as provide for any additions and alterations as required by local, county, state and/or federal regulations, including, but not limited to, handicapped accessibility, fire safety, hazardous conditions, routing safety precautions, etc. Any additions and/or alterations shall be approved by Lessor in writing prior to being performed. Lessee shall comply with provisions of the Healthy Schools Act (Integrated Pest Management) and shall be required to follow other District hazardous materials guidelines and programs pertaining to chemicals, hazardous waste, asbestos, lead and the like. Lessee shall be responsible for maintaining such items as broken windows, gouged, chipped, broken, or vandalized walls and plaster, floors, doors, locks, fixtures or other facilities located within or on the Premises during the term of this Agreement.

6. **Lessor Maintenance Obligations.** Lessor shall be responsible for structural and external maintenance and repairs, including utility and roof systems. Lessor may provide on request, but shall not be required to provide, other maintenance services to Lessee. Such maintenance service shall be requested by Lessee by work order, and a purchase order shall be issued to Lessor covering the maintenance service prior to commencement of the work to be done. In addition, Lessor shall maintain, repair and restore as required all the landscaping, irrigation, sprinklers, and drainage, electrical, gas, plumbing, roofing systems, and mechanical systems such as HVAC, within the Premises at its sole cost and expense.
7. **Taxes.** Lessee shall be responsible for and shall pay any and all taxes, assessments, and charges assessed against the Premises which may be assessed resulting from Lessee's use of the Premises under this Agreement. The right to possession of the Premises leased may subject the Lessee to property taxation pursuant to California Revenue and Taxation Code Section 107 and following. Within five (5) days after the due date of any such taxes, assessments, and/or charges assessed against the Premises, Lessee shall provide to Lessor proof that such payments have been timely made.
8. **Compliance with Law.** Lessee agrees that its use of the Premises shall be in conformity with all laws, ordinances, rules, regulations, and requirements of any city, county, state and federal government, or any department, bureau, or official thereof, which may pertain to its use of the Premises. Lessee agrees that such obligation shall be the sole responsibility of Lessee.
9. **Utilities.** Lessee agrees to provide and pay for telephone service and data. Lessee agrees to pay a prorated charge for electricity, gas, and water service for the portion of the Premises used, monthly costs to be determined by Pasadena Unified School District Energy Manager, made payable to Pasadena Unified School District and is due by the 1st of the month with the rent payment. Additionally, Lessee is to provide normal maintenance and custodial services.
10. **Condition; Damages.** Lessee agrees to return the Premises to the Lessor at the end of this Restated Agreement in the same condition as at the beginning of this Agreement, subject to reasonable wear and tear. Damage to the Premises caused by Lessee and not repaired by Lessee at the end of the term of the Agreement will be repaired by Lessor at Lessee's expense. Lessee shall give written notice to Lessor of any damage to the Premises no later than three (3) days after the discovery of the damage. Lessor, at its option, may request to inspect the affected Premises after the damage has been repaired to ensure the appropriateness of the repair.

11. **Improvements.** No structural changes, repairs, additions or improvements shall be built or made to or upon the Premises by Lessee without the prior written consent of Lessor, which shall not be withheld unreasonably. Alterations shall not commence until after Lessor has received notice from Lessee stating the date of installation of the improvement so that Lessor can post and record an appropriate notice of non-responsibility.
12. **Indemnification: Non Liability of Lessor.** The Lessor shall not be obligated to provide any security for the property reference in this agreement. The Lessor shall not be liable for any loss, damage or injury of any kind whatsoever, or any claim thereof, to the property located at 3126 North Glenrose Avenue, Altadena, California, from or due to any act or omission of the Lessee of any of its tenants, or arising from any other cause whatsoever. Lessee shall expressly waive the benefits of Civil Code 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor.”

Having been so apprised, Lessee elects to and does assume all risks for claims heretofore or hereafter, known or unknown, arising from or relating in any way to Lessee's or its tenants use of the aforementioned property, with the exception of the obligations and duties set forth in the agreement. Lessee knowingly and voluntarily expressly releases the Lessor from all liability and claims arising out of such matters.

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Lessee agrees at all times to protect, indemnify, and hold Pasadena Unified School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Lessee's use or occupancy of the District's facilities and/or the active or passive negligence of the Lessee, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

- (1) the loss of or damage to the District's facilities located at 3126 North Glenrose Avenue, Altadena, California, including any building, structure, or improvement thereon, or any equipment to be used therein;
- (2) the injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of the Lessee; or

(3) damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facility located at 3126 North Glenrose Avenue, Altadena, California.

Lessee further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Lessee's use or occupancy of the District's facility and/or active or passive negligence of the Lessee.

13. **Property Insurance.** Lessee shall maintain an All Risk of Physical Damage Insurance policy which should cover not less than the replacement cost of the tenant's furniture, fixtures, stock and equipment. The Lessee must provide proof of this insurance coverage.

General Liability and Property Damage Insurance. Lessee agrees to maintain general liability insurance and property damage insurance for its use and or/its tenants use of the Premises, such insurance to afford protection to a limit of at least \$5,000,000 for injury to or death of any number of persons arising out of any one occurrence of property damage with an annual aggregate of at least \$5,000,000 naming the Lessor as an "additional insured", on a separate endorsement to the insurance policy. The endorsement shall require the insurance company to provide Lessor a minimum of 10 days' notice of cancellation of the policy. The policy shall be issued by an insurance company that is admitted to conduct business in the State of California and shall specify that such insurance is the primary insurance.

Recovery from Insurance. Lessee agrees that in the event of a loss due to any of the perils for which it has agreed to provide insurance, the Lessee shall look solely to its insurance policy for recovery.

Additional Insured. The naming of the Lessor as an additional insured shall not affect any recovery to which the Lessor would be entitled under the policy if not named as an additional insured and Lessor shall not be held liable for any premium or expense of any nature for being listed on the policy or any extension thereof. Any other insurance held by Lessor shall not be required to contribute toward any loss or expense covered by insurance provided by said policy. Proceeds from any policy or policies affected by the agreement shall be payable to the Lessor primarily, and to the Lessee secondarily, if necessary.

Evidence of Insurance. Lessee shall furnish certificates of insurance evidencing the required overages or the original of the insurance policies for review by Lessor and approval by Lessor no less than 7 days prior to the beginning of the performance under this agreement.

14. **Emergency/Disaster Response Plan.** Lessee shall have a current plan and provide the Lessor with a copy of said plan.
15. **Default and Termination.** In the event of the failure of the Lessee to comply with any of the material terms, covenants, and conditions, of this Agreement, Lessor shall have the right to terminate all rights and privileges thereby granted to the Lessee, and Lessor shall have the right to enter into and upon the Premises and take immediate possession thereof and to exclude the Lessee from the Premises, provided that for any default other than a monetary default pursuant to Section 3, that the Lessor shall give a 60-day written notice and extend a reasonable opportunity for compliance. The rights granted above to the Lessor are hereby expressly admitted to be in addition to any and all other legal rights that may be exercised by Lessor in the event of a breach of any of the terms, conditions and covenants of this Agreement by Lessee. In addition, Lessor hereby reserves the right to cancel and terminate the Agreement prior to the expiration date upon not less than thirty (30) days prior written notice if all or part of the Premises is needed for educational purposes. In the event of a partial termination, (1) if the areas needed for educational purposes are the open areas of the Premises, there shall be no rent adjustment, or (2) if the areas needed for educational purposes include portions of the building area of the Premises the rent shall be adjusted as mutually agreed to by the Parties at such time.
16. **Signage.** Lessee shall have the right to erect and maintain one or more signs on the Premises describing the school as RENAISSANCE ACADEMY, for the duration of the six (6) month lease.
17. **Assignment and Sublease.** Under no circumstances shall Lessee assign or sublet any portion of the Premises, including the field located on the Premises without the prior written consent of Lessor, which consent may be withheld in the absolute discretion of Lessor. Lessee shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any approved assignment or transfer which may be made.
18. **Inspection.** Lessor shall have the right at all reasonable times to inspect the Premises to determine if Lessee is complying with the provisions of the Agreement.
20. **California Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.
21. **Time of the Essence.** Time is of the essence of each provision of this Agreement.
22. **Authority.** The individuals signing this Agreement on behalf of the Parties hereto warrant that (1) they are authorized to execute and deliver this Agreement on behalf of said party, (2) by so executing this

Agreement, such party is formally bound to the provisions of the Agreement, (3) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound, and (4) they are signing this Agreement for a non-profit California organization in an official capacity, with no personal liability.

23. All notices and communications between the Lessor and Lessee under and pertaining to this Agreement shall be addressed to the Lessor and Lessee, respectively, as follows:

A. TO THE LESSOR:

PASADENA UNIFIED SCHOOL DISTRICT
Attention: Chief of Facilities
740 West Woodbury Road
Pasadena, California 91103

B. TO THE LESSEE:

RENAISSANCE ACADEMY
3126 North Glenrose Avenue
Altadena, California 91001
Attention: Sandra Staffer, Executive Director

IN WITNESS WHEREOF, said parties have executed this contract as of the date first above written.

LESSEE:

LESSOR:

RENAISSANCE ACADEMY

PASADENA UNIFIED SCHOOL DISTRICT

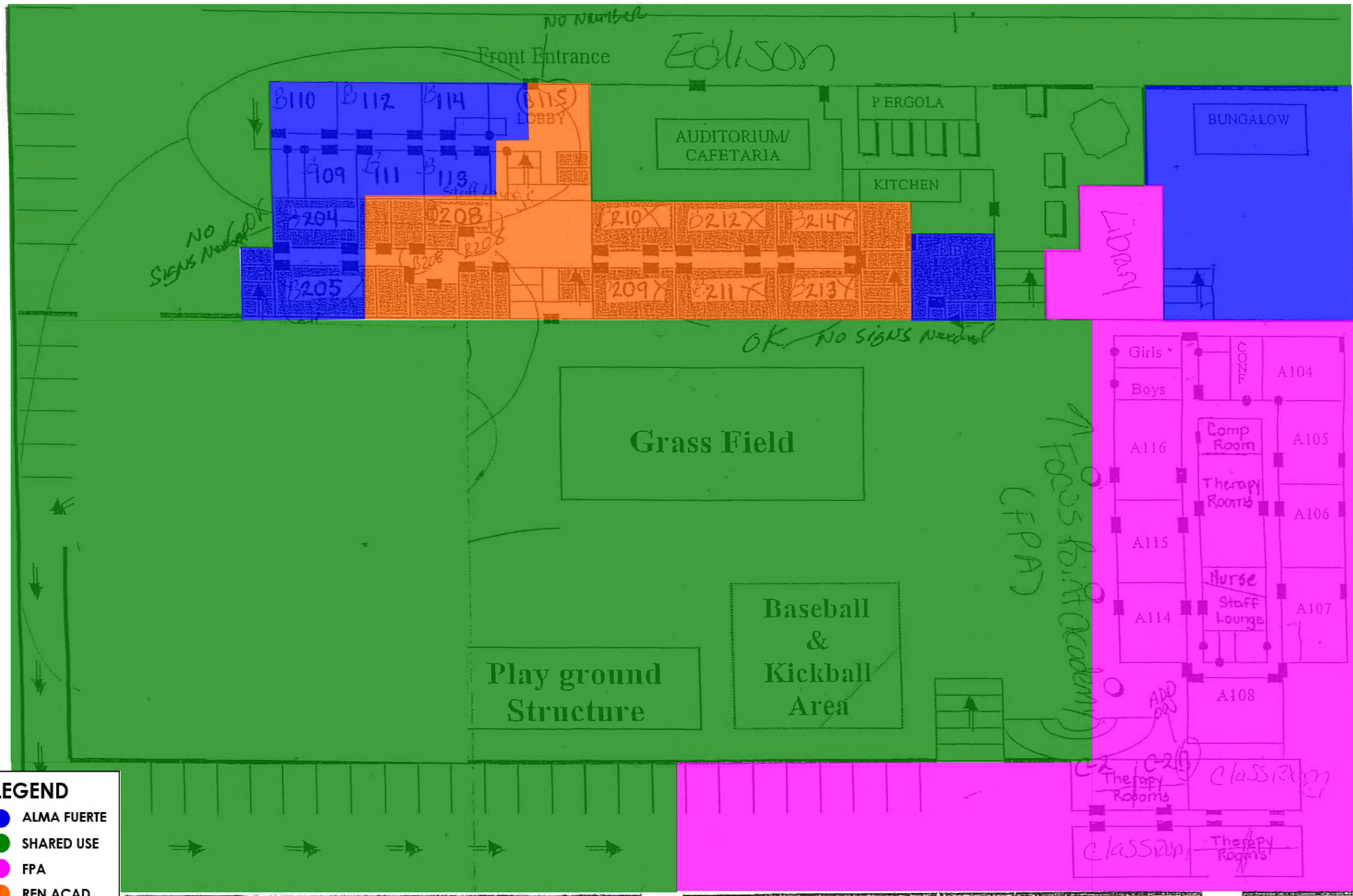
By: _____
Sandra Satffer
Title: Executive Director

by: _____
Brian O. McDonald, Ed.D
Title: Superintendent

Approved by the Board of Education: December 13, 2018
Board Report- 1373-F



THOMAS EDISON



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

Topic: APPROVAL TO INCREASE THE INSPECTION SERVICE CONTRACT WITH KNOWLAND CONSTRUCTION SERVICES AT THE JOHN MUIR HIGH SCHOOL MODERNIZATION, ABATEMENT, KITCHEN PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the proposal from Knowland Construction Services to increase the inspection services contract for the Muir High School Modernization project in the amount not to exceed \$72,680.00

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

I. BACKGROUND

On June 30, 2016, the Board of Education approved the initial contract with Knowland Construction Services to provide a full-time qualified DSA Project Inspector for the modernization project at John Muir High School in the amount of \$250,272.00.

II. STAFF ANALYSIS

Due to the increased construction time and scope changes for the Muir HS Modernization project, District staff recommends the approval of the contract increase with Knowland Construction Services in the amount not to exceed \$72,680.00 so they can inspect the project through its completion. With this increase, the total contract value for inspecting the project will be \$322,952.00.

The Facilities Committee vetted this Board Report on December 06, 2018.

Attachment: Knowland's proposal for contract increase.

III. FISCAL IMPACT

This contract increases by \$72,680.00 for a total not to exceed \$322,952.00

Funds in the amount not to exceed \$72,680.00 are available in the Measure TT John Muir High School Modernization, Abatement, and Kitchen Project account.

Pasadena Unified School District
Board of Education Agenda: December 13, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding code: 21.1-95051.0-00000-85000-6285-0820000

Originator: Nelson Cayabyab, Chief Facilities Officer

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: **Pasadena Unified School District**

INSPECTORS: **Knowland Construction Services proposes Greg Hankins, Class I**

PROJECT: **John Muir High School – Modernization Project**

DURATION: **September 1, 2018 through February 28, 2019**

RATE: **\$79/hour**

TOTAL ESTIMATE: **\$72,680.00 (920 hours @ \$79/hour, increase necessary in order to complete the project)**

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project inspector duties as outlined in California Ed Code 17309 & 17311 Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs:
2. Represent the client under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the District.
4. Monitor and observe all special inspections performed by the Districts contracted testing lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this Agreement and the contract documents.
6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 10 days by either party with or

without cause. This Agency Agreement shall be assignable to other schools within the District and shall apply to other inspectors as requested and approved by the District.

7. Knowland Construction Services shall maintain in effect a \$4 million general liability insurance policy, Workman's Compensation as required, and full liability auto insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Pasadena Unified School District agrees to pay Knowland Construction Services the cost of project services billed at the rate of \$79 per hour within 30 working days of receipt of invoice. Knowland Construction Services (project inspectors / project managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications.
9. Knowland Construction Services shall provide to the District at the end of the project all project documentation in a professional format.
10. District shall be billed in (8) hour increments per day for the first (8) hours. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified project manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the inspector of record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.
11. Knowland Construction Services shall provide the District professional documentation, including digital photos, testing documentation, daily reports, semi-monthly reports, and information which will provide the District an objective evaluation of the project history. This documentation will be turned in each month with invoices. Invoices shall not be paid until documentation is submitted to the District.
12. Knowland Construction Services shall assign Greg Hankins or other approved DSA inspector to John Muir High School.

Dated: November 3, 2018



Christopher Knowland – KCS

Dated: November 6, 2018



Agent – Pasadena Unified School District

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

Topic: APPROVAL TO ACCEPT THE ELIOT MIDDLE SCHOOL HVAC UPGRADES PROJECT AS COMPLETE

RECOMMENDATION: The Governing Board of the Pasadena Unified School District accepts the Eliot Middle School HVAC Upgrades Project with Schneider Electric as complete.

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

I. BACKGROUND

On June 22, 2017, the Board of Education approved Schneider Electric to perform energy systems upgrades for Eliot Middle School maximizing the Prop 39 funding (BR-1201-F). The total contract proposal was for \$1,490,254 in which the amount not to exceed \$796,609.00 would be paid through Measure TT funds and the remainder in the amount of \$693,645.00 would be paid out of Prop 39 funding.

II. STAFF ANALYSIS

District staff has determined that, with the exceptions of configuration, calibration and adjustment on the Energy Management Systems, all of the work for the Eliot Middle School HVAC Upgrades Project has been completed. It is noted that Schneider Electric shall have sixty (60 days) from issuance of the Notice of Completion to complete any outstanding items. In the event that any items are still incomplete or unresolved, the District shall have the option to contract out to others any such work or have the second design build team to appraise the value of such work and any such determined amounts and/or costs for unaccomplished or incomplete work will be withheld from the final payment to Schneider Electric. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office for the completion of the Eliot Middle School HVAC Upgrades Project with Schneider Electric.

The Facilities Committee vetted this Board Report on December 06, 2018.

III. FISCAL IMPACT

The total expenditures authorized for this project was \$796,609 from the MTT bond fund and \$693,645.00 from the Prop 39 fund of which \$662,970.60 has been paid from the Measure TT Eliot Middle School HVAC Upgrades Project account and \$ 6245,280.50 has been paid from the Prop 39 account.

**Pasadena Unified School District
Board of Education Agenda: December 13, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

Funding Codes: 21.1-95146.0-00000-85000-6275-0700000
01.0-62300.0-00000-85000-6275-0700000

Originator: Nelson Cayabyab, Chief Facilities Officer

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

Topic: APPROVAL TO ACCEPT THE MARSHALL FUNDAMENTAL SCHOOL HVAC UPGRADES PROJECT AS COMPLETE

RECOMMENDATION: The Governing Board of the Pasadena Unified School District accepts Marshall Fundamental School HVAC Upgrades Project with Schneider Electric as complete.

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

I. BACKGROUND

On June 22, 2017, the Board of Education approved Schneider Electric to perform energy systems upgrades for Marshall Fundamental School maximizing the Prop 39 funding (BR-1202-F). The total contract proposal was for \$3,423,371.00 in the amount not to exceed \$910,278.00 would be paid through Measure TT funds and the remainder in the amount of \$2,513,093.00 would be paid out of Prop 39 funding.

II. STAFF ANALYSIS

District staff has determined that, with the exceptions of configuration, calibration and adjustment on the Energy Management Systems and the installation of the Electrical Smart Meter, all of the work for the Marshall School Prop 39 Energy Systems Upgrades Project has been completed. It is noted that Schneider Electric shall have sixty (60 days) from issuance of the Notice of Completion to complete any outstanding items. In the event that any items are still incomplete or unresolved, the District shall have the option to contract out to others any such work or have the second design build team to appraise the value of such work and any such determined amounts and/or costs for unaccomplished or incomplete work will be withheld from the final payment to Schneider Electric. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office for the completion of the Marshall Fundamental School Prop 39 Energy Systems Upgrades Project with Schneider Electric.

The Facilities Committee vetted this Board Report on December 06, 2018.

III. FISCAL IMPACT

The total expenditures authorized for this project was \$910,278 from the MTT bond fund and \$2,513.093 from the Prop 39 fund of which \$755,322.30 has been paid from the Measure TT Marshall Fundamental School HVAC Upgrades Project account and \$2,261,783.00 has been paid from the Prop 39 account.

Pasadena Unified School District
Board of Education Agenda: December 13, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding Codes: 21.1-95146.0-00000-85000-6275-0950000
01.0-62300.0-00000-85000-6275-0950000

Originator: Nelson Cayabyab, Chief Facilities Officer

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

Topic: APPROVAL TO ACCEPT THE WILLARD ELEMENTARY SCHOOL
HVAC UPGRADES PROJECT AS COMPLETE

RECOMMENDATION: The Governing Board of the Pasadena Unified School District accepts Willard Elementary School HVAC Upgrades Project with Schneider Electric as complete.

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

I. BACKGROUND

On March 29, 2018 the Governing Board of Education approved Schneider Electric to perform energy systems upgrades for Willard Elementary School maximizing the Prop 39 funding (BR-1282-F). The total contract proposal was for \$636,406 in the amount not to exceed \$250,725.00 would be paid through Measure TT funds and the remainder in the amount of \$385,681.00 would be paid from Prop 39 funding.

II. STAFF ANALYSIS

District staff has determined that all of the work for the Willard Elementary School Prop 39 Energy Systems Project has been completed. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office for the completion of the Willard Elementary School HVAC upgrades project with Schneider Electric.

The Facilities Committee vetted this Board Report on December 06, 2018.

III. FISCAL IMPACT

The total expenditures authorized for this project was \$250,725.00 from the Measure TT bond fund and \$169,000.00 from the Prop 39 fund of which \$225,652.50 has been paid from the Measure TT Willard Elementary School HVAC Upgrades Project account and \$347,112.90 has been paid from the Prop 39 account.

**Pasadena Unified School District
Board of Education Agenda:** December 13, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding Codes: 21.1-95187.0-00000-85000-6275-0580000
01.0-62300.0-00000-85000-6275-0580000

Originator: Nelson Cayabyab, Chief Facilities Officer

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

Topic: APPROVAL TO ACCEPT THE WILSON MIDDLE SCHOOL HVAC UPGRADES PROJECT AS COMPLETE

RECOMMENDATION: The Governing Board of the Pasadena Unified School District accepts Wilson Middle School HVAC Upgrades Project with Schneider Electric as complete.

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

I. BACKGROUND

On March 29, 2018 the Governing Board of Education approved Schneider Electric to perform energy systems upgrades for Wilson Middle School maximizing the Prop 39 funding (BR-1283-F).

II. STAFF ANALYSIS

District staff has determined that all of the work for the Wilson Elementary School Prop 39 Energy Systems Project has been completed. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office for the completion of the Wilson Middle School Prop 39 Energy Systems Upgrades Project with Schneider Electric.

The Facilities Committee vetted this Board Report on December 06, 2018.

III. FISCAL IMPACT

The total expenditures authorized for this project were \$101,778 from the Prop 39 Fund of which \$91,600.20 has been paid from Prop 39 account.

Pasadena Unified School District
Board of Education Agenda: December 13, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding Code: 01.0-62300.0-00000-85000-6275-0780000

Originator: Nelson Cayabyab, Chief Facilities Officer

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

Topic: APPROVAL OF CHANGE ORDER NO. 5 WITH SHENK DEVELOPERS, INC.
FOR THE NORMA COOMBS ELEMENTARY SCHOOL NEW CLASSROOM AND
ADMINISTRATION BUILDINGS PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves Change Order No. 5 with Shenk Developers, Inc. for the Norma Coombs New Classroom and Administration Buildings project in the amount not to exceed \$85,847.00

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

I. BACKGROUND

On June 22, 2017, the Board of Education approved and awarded the Norma Coombs – New Classroom and Administration Building project, Bid No. 03-16/17 to Shenk Developers, Inc. in the amount of \$6,593,000.00 there has been four (4) previous change orders in the amount of \$307,312.22 bringing the previous total value to \$6,900,312.22

II. STAFF ANALYSIS

District staff recommends the approval of Change Order No. 5 with Shenk Developers For the Norma Coombs – New Classroom and Administration Buildings project in the amount not to exceed \$85,847.00. This change order represents unforeseen conditions and Architect/ District requested scope changes. With this change order (No. 5) the total contract value for the project will be \$6,986,159.22 and the total change order percentage for the project will be approximately 6.0% at approximately 92% completion of the overall project.

The Facilities Committee vetted this Board Report on December 06, 2018.

Attachment: Change Order No. 5

III. FISCAL IMPACT

This contract increases by \$85,847.00 for a total not to exceed \$6,986,159.22 these funds are available in the Measure TT Account for the Norma Coombs Elementary School New Classroom & Administration Building.

**Pasadena Unified School District
Board of Education Agenda: December 13, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

Funding code: 21.1-95133.0-00000-85000-6270-0600000

Originator: Nelson Cayabyab, Chief Facilities Officer

CHANGE ORDER

Distribution to:

OWNER: ■ Pasadena Unified S.D.
ARCHITECT: ■ Scott Gaudineer
Flewelling & Moody
CONTRACTOR: ■ Shenk Developers
INSPECTOR: ■ Donald Blayney

PROJECT: New Classrooms and Administration Building at**Norma Coombs ES**

2600 Paloma Street
Pasadena, CA 91107

Change Order No.....5**Date: November 30, 2018****District's Project No: 03-16/17****Architect's Project No: 2332.600****DSA Application No: 03-115288****DSA File No: 19-80****Contract Date: July 18, 2017****TO CONTRACTOR**

Shenk Developers
210 N. Central Avenue, Suite 225
Glendale, CA 91203

**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:	\$ 6,593,000.00
Original Allowance in Base Contract is:	\$ 150,000.00
Net Change by previously authorized Change Orders:	\$ 307,312.22
The Contract Sum prior to this Change Order was:	\$ 6,900,312.22
Amount used in the Allowance:	\$ 0.00
The Contract Sum will be <u>increased</u> by this Change Order amount:	\$ 85,847.00
The new Contract Sum amount is:	\$ 6,986,159.22
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

CONTRACTOR

Shenk Developers
210 N. Central Ave., Ste. 225
Glendale, CA 91203

*Authorized:***OWNER**

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

*(Signature)*BY Scott Gaudineer, C-14211

DATE _____

(Signature)

BY _____

DATE _____

*(Signature)*BY Mr. Nelson Cayabyab

DATE _____

NORMA COOMBS ELEMENTARY SCHOOL
New Classroom and Administration Buildings DSA 03-115288 (F&M# 2332.600)
CHANGE ORDER #4

ATTACHMENT 'A'

Item 1

Description: Relocate existing storage containers at lower campus area for anticipated grading and pavement work in location of removed damaged buildings. (Reference: COR #46) ADD \$5,332.00

Requested by: District

Reason: Added work scope by District.

Item 2

Description: Provide Power and Data pathway for relocated irrigation controller. (Reference: COR #47R - RFI #164) ADD \$8,001.00

Requested by: District

Reason: Relocated controller required additional conduit and wire due to field location.

Item 3

Description: Modification to existing stair and addition of ramp at east side transition to lower campus area. (Referenced: COR #48R – CCD #16A) ADD \$24,118.00

Requested by: District

Reason: Unforeseen condition. Required site adjustments due to existing dimensions and grade levels.

Item 4

Description: Reimbursement for cost of removal and replacement of tree on Paloma street where tree is in the way of new driveway. Work is to be done by the City of Pasadena Public Works. (Reference: COR #49) ADD \$4,467.00

Requested by: District

Reason: City of Pasadena Parks and Rec. requirements.

Item 5

Description: Additional abatement work for demolished Admin. Building. (Reference: COR #50) ADD \$2,079.00

Requested by: District

Reason: Unforeseen condition.

Item 6

Description: Additional work to provide pathway from Attic to IDF Room in Admin. Building. (Reference: COR #51) ADD \$1,988.00

Requested by: District

Reason: Pathway was not included in the initial bid documents.

NORMA COOMBS ELEMENTARY SCHOOL
New Classroom and Administration Buildings DSA 03-115288 (F&M# 2332.600)
CHANGE ORDER #4

Item 7

Description: Additional light standards for the parking lot to replace ADD \$39,862.00
existing to be re-used light standards.
(Reference: COR #52RR)

Requested by: District

Reason: Existing light standards were rusted out over the years and were not re-usable.

TOTAL CHANGE ORDER AMOUNT: \$85,847.00

Time extension added to the contract: ' 0 ' Days

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

Topic: APPROVAL TO INCREASE THE TESTING AND INSPECTION SERVICE
CONTRACT WITH RMA GROUP FOR TESTING AT JOHN MUIR HIGH SCHOOL
AUDITORIUM, KITCHEN AND BLEACHER REPLACEMENT PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the increase to the contract with the RMA Group for Testing and Inspection for the John Muir High School Auditorium, Kitchen and Bleacher Replacement Project in the amount not to exceed \$55,381.04

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

I. BACKGROUND

As required by the Division of the State Architect, and in compliance with the State Architect's office, special inspections and material testing firms are required to be available to the Inspector of Record during the construction of the project. Five firms were approved on June 25, 2013 and signed a 3 year standard agreement with PUSD for services.

II. STAFF ANALYSIS

District staff recommends approval of contract increase with RMA Group for construction inspection and testing services for Phase I of the John Muir High School Modernization project in the amount not to exceed \$55,381.04 for additional required testing by the Division of State Architects.

The Facilities Committee vetted this Board Report on December 06, 2018.

Attachment: RMA Group testing proposal for contract increase.

III. FISCAL IMPACT

This contract increases by \$55,381.04 for a total not to exceed \$220,917.86

Funds in the amount not to exceed \$55,381.06 are available in the Measure TT John Muir High School Auditorium, Abatement, and Kitchen Project Account.

**Pasadena Unified School District
Board of Education Agenda: December 13, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

Funding Code: 21.1-95051.0-00000-85000-6285-0820000

Originator: Nelson Cayabyab, Chief Facilities Officer

CHANGE ORDER

AGREEMENT BETWEEN CONSULTANT AND CLIENT

CHANGE ORDER NO.: 3

Consultant: RMA Group

Date: November 15, 2018

Client: Pasadena Unified School District

Project: John Muir High School Modernization

RMA Job No.: 16-0A36-0

Due to additional hours not within RMA Group's original scope of work such as inspector overtime hours for structural steel inspection scheduled on a Saturday, crack repairs inspections, and multiple calls for partial areas to be tested, RMA Group has and will need to perform the following additional work: The client hereby authorizes RMA Group to perform the following additional work:

- To provide inspection and testing services for Compaction Testing, Special Inspection of Structural Steel, Crack Repair Inspection and Testing, and Special Inspection of Post Installed Anchors.
 - Compaction Testing \$11,597.20
 - Special Inspection of Structural Steel \$20,155.04
 - Crack Repair Inspection and Testing \$12,181.60
 - Special Inspection of Post Installed Anchors \$11,477.20

We propose to perform these services on an hourly or test rate basis in accordance to the fee schedule contained in the RMA Group Proposal dated August 19, 2016, for and additional estimated amount of \$55,381.04. This will increase the total contract from \$165,536.82 to \$220,917.86. In witness thereof, the parties have caused this agreement to be duly executed the day and year first above written.

CLIENT

RMA Group

By: _____

Title: _____

Date: _____


Slawek Dymerski, P.E., G.E.
Title: Vice President

CHANGE ORDER

ESTIMATE WORKSHEET

Compaction Testing

Compaction Testing

Item	Quantity	Unit	Unit Price	Total
Soils Engineering Technician	104	Hr	\$88.05	\$9,157.20
Staff Engineer	4	Hr	\$125.00	\$500.00
Field Supervisor	10	Hr	\$100.00	\$1,000.00
Sub-total				\$10,657.20

Engineering Review and Report Preparation

Item	Quantity	Unit	Unit Price	Total
Secretarial	8	Hr	\$45.00	\$360.00
Project Engineer	4	Hr	\$145.00	\$580.00
Sub-total				\$940.00

Compaction Testing

Total \$11,597.20

CHANGE ORDER

ESTIMATE WORKSHEET

Special Inspection and Testing of Structural Steel

Field Inspection and Management

Item	Quantity	Unit	Unit Price	Total
Special Inspector - Field Welding - AWS	192	Hr	\$88.05	\$16,905.60
Special Inspector - Field Welding - AWS OT	6	Hr	\$128.24	\$769.44
Supervising Special Inspector	6	Hr	\$100.00	\$600.00
Subtotal				\$18,275.04

Engineering Review and Report Preparation

Item	Quantity	Unit	Unit Price	Total
Secretarial	16	Hr	\$45.00	\$720.00
Project Engineer	8	Hr	\$145.00	\$1,160.00
			Sub-total	\$1,880.00

Special Inspection and Testing of Structural Steel	Total	\$20,155.04
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CHANGE ORDER

ESTIMATE WORKSHEET

Crack Repair Inspection and Testing

Field Inspection

Item	Quantity	Unit	Unit Price	Total
Special Inspector	112	Hr	\$88.05	\$9,861.60
Supervising Special Inspector	10	Hr	\$100.00	\$1,000.00
Sub-total				\$10,861.60

Engineering Review and Report Preparation

Item	Quantity	Unit	Unit Price	Total
Secretarial	10	Hr	\$45.00	\$450.00
Project Engineer	6	Hr	\$145.00	\$870.00
Sub-total				\$1,320.00

Crack Repair Inspection and Testing

Total \$12,181.60

CHANGE ORDER

ESTIMATE WORKSHEET

Special Inspection and Testing of Post Installed Anchors

Field Inspection

Item	Quantity	Unit	Unit Price	Total
Special Inspector Pull/Torque	104	Hr	\$88.05	\$9,157.20
Supervising Special Inspector	10	Hr	\$100.00	\$1,000.00
			Sub-total	\$10,157.20

Engineering Review and Report Preparation

Item	Quantity	Unit	Unit Price	Total
Secretarial	10	Hr	\$45.00	\$450.00
Project Engineer	6	Hr	\$145.00	\$870.00
			Sub-total	\$1,320.00

Special Inspection and Testing of Post Installed Anchors	Total	\$11,477.20
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**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF CHANGE ORDER NO. 8 WITH THE NAZERIAN GROUP, AT
THE JOHN MUIR HIGH SCHOOL AUDITORIUM & BLEACHER
REPLACEMENT PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the Change Order No.8 with the Nazerian Group for the John Muir High School Auditorium & Bleacher Replacement Project in the amount not to exceed \$248,281.62

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

I. BACKGROUND

On July 28, 2016, the Governing Board of the Pasadena Unified School District authorized the Award of PUSD Bid# 11-15/16 for the MUIR HS-AUDITORIUM & KITCHEN REONOVATION AND BLEACHER REPLACEMENT to The Nazerian Group in the amount of \$23,777,123. With this Change Order No.8 the new contract amount will be \$23,032.952

II. STAFF ANALYSIS

Change Order No. 8 includes items that were discovered as unforeseen conditions and other district requested items. Details and log attached. This change order #8 is less than 1% of the new contracted amount of \$23,032,934.22, staff is recommending approval.

The Facilities Committee vetted this Board Report on December 06, 2018.

Attachment: Change Order No. 8

III. FISCAL IMPACT

This contract increases by \$248,281.62 for a total not to exceed \$23,032.952

Funds in the amount not to exceed \$248,281.62 are available in the Measure TT Account for John Muir High School, Auditorium & Kitchen and Bleacher Replacement Project.

**Pasadena Unified School District
Board of Education Agenda: December 13, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

Funding Code: 21.1-95051.0-00000-85000-6270-0820000

Originator: Nelson Cayabyab, Chief Facilities Officer

CHANGE ORDER

December 13, 2018

OWNER
ARCHITECT
CONTRACTOR
DSA FIELD ENGINEER
IOR
OTHER
OTHER

☒
☒
☒
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☒
☒
☒

N. Cayabyab, Pasadena Unified School District
R. Hensley, WLC Architects, Inc.
V. Nazerian, The Nazerian Group
A. Tran, Division of the State Architect
G. Hankins, Knowland Construction Services
S. Quintero, WLC Architects, Inc.
DSA Coordinator, WLC Architects, Inc.

Page 1 of 5

PROJECT: Muir High School Modernization
(name, address) 1905 Lincoln Avenue
Pasadena, CA 91103

PROJECT CHANGE ORDER NUMBER: 8

TO CONTRACTOR: The Nazerian Group
(name, address) 16218 Ventura Boulevard, Suite 7
Encino, CA 91436

DATE: October 8, 2018
ARCHITECT'S PROJECT NO: 0913900.54
CONTRACT DATE: August 15, 2017
CONTRACT FOR: Modernization
DSA APPLICATION NO.: 03-115534
DSA FILE NO.: 19-H19

The Contract is changed as follows:

		Days	Cost
8.1	Description: Per RFIs 099, 099R1, and 121, furnish labor and material for the work around Kitchen windows 1, 2, 3, 4, 5, and 6 due to existing conditions. Refer to attached COP 042, Exhibits 8.1A, 8.1B, 8.1C, 8.1D, 8.1E, 8.1F, 8.1G, 8.1H, 8.1I, 8.1J, and 8.1K. Requested By: District Reason: Unforeseen existing condition discovered during demolition.	0	\$ 27,200.00
8.2	Description: Changes per RFI 113, extend existing wall to provide proper fire rating. Refer to attached COP 047, Exhibits 8.2A, 8.2B, 8.2C, 8.2D, 8.2E, and 8.2F Requested By: District Reason: Unforeseen existing condition discovered during demolition.		\$ 16,500.00
8.3	Description: Per RFI 127, furnish labor and material to provide a separation wall between Cafeteria plenum and the Boys' Restroom. Refer to attached COP 051, Exhibits 8.3A, 8.3B, 8.3C, 8.3D, 8.3E, 8.3F, 8.3G, 8.3H, 8.3I, 8.3J and 8.3K. Requested By: District Reason: Unforeseen existing condition discovered during demolition.		\$ 4,800.00
8.4	Description: Per RFI 016, 026, and 18R2, in various locations demo metal studs, plaster, ceiling, etc. beyond scope of demo work. Refer to attached COP 054, Exhibits 8.4A, 8.4B, 8.4C, 8.4D, 8.4E, 8.4F, 8.4G, 8.4H, 8.4I, and 8.4J. Requested By: District Reason: Unforeseen existing condition discovered during demolition.		\$ 26,899.65
8.5	Description: Per RFI 153, install rough-ins for additional cameras and electrical outlets in Cafeteria per District. Refer to attached COP 082, Exhibits 8.5A, 8.5B, 8.5C, 8.5D, 8.5E, and 8.5F. Requested By: District Reason: Site needed additional cameras.		\$ 16,377.84

PROJECT:
(name, address)

Muir High School Modernization
1905 Lincoln Avenue
Pasadena, CA 91103

PROJECT CHANGE ORDER NUMBER: 8

DATE: October 8, 2018

ARCHITECT'S PROJECT NO: 0913900.54

8.6	Description:	Per RFI 162, demo plaster ceiling and wall in Room B05. Refer to attached COP 084, Exhibits 8.6A, 8.6B, 8.6C, 8.6D, 8.6E, and 8.6F.	\$	1,166.45
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition.		
8.7	Description:	Per RFI 171R1, replace gas water heater with new electrical water heater and associated work. Refer to attached COP 085, Exhibits 8.7A, 8.7B, 8.7C, 8.7D, 8.7E, and 8.7F.	\$	12,000.00
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition and abatement.		
8.8	Description:	Per RFI 187R1, install recessed accessories in existing concrete wall, demo and patch wall. Refer to attached COP 088, Exhibits 8.8A, 8.8B, 8.8C, and 8.8D.	\$	1,618.74
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition.		
8.9	Description:	Per RFI 192, install four additional ceiling mounted fire alarm detectors in Auditorium. Refer to attached COP 090, Exhibits 8.9A, 8.9B, 8.9C, 8.9D, 8.9E, and 8.9F.	\$	8,067.21
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition.		
8.10	Description:	Per RFI 193, re-align #9 rebars and epoxy per CCD 14. Refer to attached COP 091, Exhibits 8.10A, 8.10B, 8.10C, 8.10D, 8.10E, 8.10F, 8.10G, and 8.10H.	\$	2,922.06
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition.		
8.11	Description:	Per RFI 199, install louvers on two restroom doors at Building A. Refer to attached COP 092, Exhibits 8.11A, 8.11B, 8.11C, and 8.11D.	\$	1,916.30
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition.		
8.12	Description:	Per RFI 019, provide power to existing elevator including new transformer, disconnect switch, and breaker. Refer to attached COP 094, Exhibits 8.12A, 8.12B, 8.12C, 8.12D, 8.12E, 8.12F, 8.12G, 8.12H, 8.12I, 8.12J, 8.12K, 8.12 L, and 8.12M.	\$	45,000.00
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during the elevator inspector's request.		

PROJECT:
(name, address)

Muir High School Modernization
1905 Lincoln Avenue
Pasadena, CA 91103

PROJECT CHANGE ORDER NUMBER: 8

DATE: October 8, 2018

ARCHITECT'S PROJECT NO: 0913900.54

8.13	Description:	Due to an unforeseen existing condition, per RFI 218, provide fixture with surface mounting kit (6). Refer to attached COP 103, Exhibits 8.13A, 8.13B, 8.13C, 8.13D, 8.13E, 8.13F, 8.132G, 8.13H, and 8.13I.	\$	1,300.00
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition.		
8.14	Description:	Per RFI 222, demo existing cabinets to allow the installation of a fire alarm panel. Refer to attached COP 104, Exhibits 8.14A, 8.14B, 8.14C, 8.14D, 8.14E, and 8.14F.	\$	1,000.00
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition.		
8.15	Description:	Per RFI 223, install two new roof drains at lower roof. Refer to attached COP 105, Exhibits 8.15A, 8.15B, 8.15C, 8.15D, 8.15E, 8.15F, 8.15G, 8.15H, and 8.15I.	\$	11,140.74
	Requested By:	District		
	Reason:	Requested by roofing manufacturer during field inspections.		
8.16	Description:	Per RFI 225, provide roof nailers per Garland rep in field. Refer to attached COP 106, Exhibits 8.16A, 8.16B, 8.16C, 8.16D, 8.16E, 8.16F, 8.16G, 8.16H, 8.16I, 8.16J, and 8.16K.	\$	20,000.00
	Requested By:	District		
	Reason:	Requested by roofing manufacturer during field inspections.		
8.17	Description:	Furnish labor and material to patch the interior lath and gypsum plaster. Refer to attached COP 110, Exhibits 8.17A, 8.17B, 8.17C, 8.17D, 8.17E, 8.17F, 8.17G, 8.17H, 8.17I, 8.14J, and 8.17K.	\$	20,000.00
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition.		
8.18	Description:	Furnish labor and material to frame new duct openings at first and second floor. Refer to attached COP 111, Exhibits 8.18A, 8.18B, 8.18C, and 8.18D.	\$	4,372.63
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition.		
8.19	Description:	Frame new wall at server room and backstage. Refer to attached COP 114, Exhibits 8.19A, 8.19B, 8.19C, 8.19D, 8.19E, 8.19F, 8.19G, 8.19H, 8.19I, 8.19J, 8.19K, 8.19L, 8.19M, 8.19N, 8.19O, 8.19P, 8.19Q, 8.19R, 8.19S, and 8.19T.	\$	11,000.00
	Requested By:	District		
	Reason:	Unforeseen existing condition discovered during demolition.		

PROJECT:
(name, address)

Muir High School Modernization
1905 Lincoln Avenue
Pasadena, CA 91103

PROJECT CHANGE ORDER NUMBER: 8

DATE: October 8, 2018

ARCHITECT'S PROJECT NO: 0913900.54

8.20	Description:	Furnish labor and materials for foyer area and second floor. Refer to attached COP 115, Exhibits 8.20A, 8.20B, 8.20C, 8.20D, 8.20E, 8.20F, 8.20G, 8.20H, 8.20I, 8.20J, 8.20K, 8.20L, 8.20M, 8.20N, 8.20O, 8.20P, 8.20Q, 8.20R, 8.20S, 8.20T, 8.20U, 8.20V, 8.20W, 8.20X, 8.20Y, 8.20Z, 8.20AA, 8.20BB, 8.20CC, 8.20DD, 8.20EE, 8.20FF, 8.20GG, 8.20HH, 8.20II, and 8.20JJ.	\$	15,000.00
	Requested By:	District		
	Reason:	Unforeseen existing condition during demolition.		

Total Cost of This Change Order:	\$ 248,281.62
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PROJECT:
(name, address)

Muir High School Modernization
1905 Lincoln Avenue
Pasadena, CA 91103

PROJECT CHANGE ORDER NUMBER: 8

DATE: October 8, 2018

ARCHITECT'S PROJECT NO: 0913900.54

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was	\$	23,777,123.00
Net change by previously authorized Change Orders	\$	(992,470.40)
The Contract Sum prior to this Change Order was		22,784,652.60
The Contract Sum will be increased by this Change Order in the amount of		248,281.62
The new Contract Sum including this Change Order will be		23,032,934.22

The Contract Time will be unchanged by zero days.

The date of Substantial Completion as of the date of this Change Order therefore is April 2018.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Architect:


ROBERT J. HENSLEY

WLC Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730



Date: October 8, 2018

Contractor:

VARTAN NAZERIAN
The Nazerian Group
16218 Ventura Boulevard, Suite 7
Encino, CA 91436

Date: _____

Owner:

NELSON CAYABYAB
Pasadena Unified School District
740 West Woodbury Road
Pasadena, CA 91103

Date: _____

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

Topic: APPROVAL OF PURCHASE AND SALE AGREEMENT FOR RELOCATABLE
RESTROOM MODULAR BUILDING WITHIN THE PIGGY BACK BID NO. 1512

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves of the purchase and sale agreement for a relocatable restroom modular building within the Piggy Back Bid No. 1512

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

I. BACKGROUND

On June 17, 2014, the District entered into addendum 13,991-15 entitled Construction and Use of John Muir High School, South Field which states that the city of Pasadena shall be responsible for coordinating all aspects of implementing the Muir High School South sports field improvements project including but not limited to environmental clearance, permitting, division of state architect (DSA) review and approval, design, bid advertising, award of construction contract and construction management (collectively the “project”) BR1368-F.

The district then became a part of the Garden Grove Unified School District who is acting as a lead Agency in regards to a district wide Rental and or/purchase of relocatable Modular Buildings bid no. 1512. The reasoning behind the contract/ award is to create the ease and access to modular facilities and relocatable buildings to meet its educational needs consisting of month to month rental of DSA portable classrooms, restrooms and other DSA certified buildings (BR 1371-F).

II. STAFF ANALYSIS

District staff recommend approving this proposal

The Facilities Committee vetted this Board Report on December 06, 2018.

Attachment: Purchase and Sale Agreement with elevation and dimensions.

III. FISCAL IMPACT

Funds in the total project amount not to exceed of \$102,775.98 are available within city of Pasadena Grant for John Muir High School

**Pasadena Unified School District
Board of Education Agenda:** December 13, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding code: N/A

Originator: Nelson Cayabyab, Chief Facilities Officer



Sean Khan Consulting Company, Inc. (dba) SKC Company
 13617 12th Street – unit B
 Chino, CA 91710
 Phone: (909) 740-3120 Fax: (909) 726-9470
 www.skccompany.com

Attachment: BR 1382-F
 December 13, 2018

Purchase No. 190
 Account Rep: Ira Peppers
 Phone: (213) 700 - 2806

PURCHASE (Pasadena Elementary School)

BUYER

Pasadena USD
 740 W. Woodbury Rd.
 Pasadena, CA 91103
 Nelson Cayabyab
 626-395-5850 x89178

Cayabyab.nelson@pusd.us

Delivery Location

Site Contact: Nelson Cayabyab
 Address: 1905 Lincoln Ave
 City: Pasadena, CA 91103
 Project Name: John Muir High School
 Tax Rate: 9.50%

Purchase Charges

Qty	Description	Size	Sale Price	Tax	Total Sale Price
1	Restroom (Used) B/G/S/S	12'x40'	\$ 68,500.00	\$ 2,603.00	\$ 71,103.00
1	Delivery		\$ 4,000.00		\$ 4,000.00
1	Installation		\$ 4,500.00		\$ 4,500.00
1	Foundation		\$ 3,588.00	\$ 136.34	\$ 3,724.34
1	Ramp System Deck 6'6"x40', Deck 5x7, Ramp 4x11		\$ 14,500.00	\$ 551.00	\$ 15,051.00
1	Ramp Delivery		\$ 1,500.00		\$ 1,500.00
1	Bond		\$ 2,897.64		\$ 2,897.64
			Total Purchase Charges:		\$102,775.98

Charges Due Now - 50% of charges are due upon signing

Qty	Description	Total Sale Price	Billed %	Total Due Now
1	Restroom (Used) B/G/S/S	\$ 71,103.00	50.00%	\$ 35,551.50
1	Delivery	\$ 4,000.00	50.00%	\$ 2,000.00
1	Installation	\$ 4,500.00	50.00%	\$ 2,250.00
1	Foundation	\$ 3,724.34	50.00%	\$ 1,862.17
1	Ramp System Deck 6'6"x40', Deck 5x7, Ramp 4x11	\$ 15,051.00	50.00%	\$ 7,525.50
1	Ramp Delivery	\$ 1,500.00	50.00%	\$ 750.00
1	Bond	\$ 2,897.64	50.00%	\$ 1,448.82

50 % Total Upon Signing: \$51,387.99

Charges Due Upon Delivery - 40% of charges due upon delivery

Qty	Description	Total Sale Price	Billed %	Total Due Now
1	Restroom (Used) B/G/S/S	\$ 71,103.00	40.00%	\$ 28,441.20
1	Delivery	\$ 4,000.00	40.00%	\$ 1,600.00
1	Installation	\$ 4,500.00	40.00%	\$ 1,800.00
1	Foundation	\$ 3,724.34	40.00%	\$ 1,489.74
1	Ramp System Deck 6'6"x40', Deck 5x7, Ramp 4x11	\$ 15,051.00	40.00%	\$ 6,020.40
1	Ramp Delivery	\$ 1,500.00	40.00%	\$ 600.00
1	Bond	\$ 2,897.64	40.00%	\$ 1,159.06

40 % Total in Two Weeks \$41,110.39



Sean Khan Consulting Company, Inc. (dba) SKC Company

13617 12th Street – unit B

Chino, CA 91710

Phone: (909) 740-3120 Fax: (909) 726-9470

www.skccompany.com

Charges Due Upon Completion - 10% of charges are due upon completion

Qty	Description	Total Sale Price	Billed %	Total Due Now
1	Restroom (Used) B/G/S/S	\$ 71,103.00	10.00%	\$ 7,110.30
1	Delivery	\$ 4,000.00	10.00%	\$ 400.00
1	Installation	\$ 4,500.00	10.00%	\$ 450.00
1	Foundation	\$ 3,724.34	10.00%	\$ 372.43
1	Ramp System Deck 6'6"x40', Deck 5x7, Ramp 4x11	\$ 15,051.00	10.00%	\$ 1,505.10
1	Ramp Delivery	\$ 1,500.00	10.00%	\$ 150.00
1	Bond	\$ 2,897.64	10.00%	\$ 289.76

10 % Total Upon Delivery: \$10,277.60

foundation design criteria, raising buildings to specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc. level to adjacent buildings, landings, walkways, transitions, etc.

Credit Application: Credit application along with security deposits and initial bill may be required.

Delivery Date: Delivery date will not be confirmed until SKC COMPANY receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site, excludes private sectors.

Transportation/Freight: Pricing for freight assumes weather and road conditions are satisfactory for transportation of modular buildings. In the event hazardous weather and/or road conditions deter/alter/delay successful delivery of the modular buildings, additional freight charges apply. In the event, hazardous weather and/or road conditions interfere with the originally promised delivery date, SKC Company reserves the right to alter or change the originally promised delivery date to accommodate for hazardous weather and/or road conditions.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing

Sean Khan Consulting Company, Inc. (dba) SKC Company as an additional insured and property coverage for the value of the unit(s) leased listing

Sean Khan Consulting Company, Inc. (dba) SKC Company as loss payee.

Item & Description	Quantity	Item Code	Insurance Value
(building description)	1	abc	\$00,000.00

INCORPORATION BY REFERENCE

The Sale Agreement is subject to the Supplemental Sale Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be viewed in the Resources section of Seller's website at (<https://www.skccompany.com/piggyback--contract-terms.html>). The Buyer hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Sean Khan Consulting Company, Inc., a California corporation, as seller ("**Seller**") and buyer ("**Buyer**", as described in the Sale Agreement in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Sale.

SELLER: Sean Khan Consulting Company, Inc.	BUYER:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A

SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Sale Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. Each such Sale Agreement ("**Agreement**"), and the sale provisions on the Seller's website at (www.SKCCCompany.com/Piggyback-Contract-Terms.html) (the "**Incorporated Provisions**"), to which are incorporated by reference into the Agreement, shall constitute a separate and independent sale (a "**Sale**") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. TIME PAYMENT; TITLE RETENTION.

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "**Purchase Price**") is set forth in the Sale Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty-five percent (25%) of the Purchase Price upon execution of the Agreement; sixty-five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "**Site**"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.

4. **INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

5. **BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.

6. **INSURANCE.** Until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.

7. **WAIVER AND INDEMNIFICATION.**

(a) Buyer hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

8. **TERMINATION FOLLOWING BREACH.** In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

9. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of law's provisions.

10. **JURISDICTION.**

(a) If the law of the State of California shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in San Bernardino County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any other State shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in San Bernardino County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

11. **SELLER'S EXPENSES.** Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

12. **LICENSE AND TRANSFER FEE(S).** If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

13. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

14. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

15. **MISCELLANEOUS.**

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (b) above and only with respect to the specific matter to which such waiver relates.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

SUPPLEMENTAL SALE TERMS AND CONDITIONS

The provisions below (the “**Incorporated Provisions**”) shall be incorporated by reference into all Lease Agreements (each “**Agreement**”) entered into on or after January 1st, 2016, between Sean Khan Consulting Company, Inc., a California Corporation, as lessor (“**Lessor**”) and any customer of Lessor, as lessee (“**Lessee**”). These provisions are subject to change in Lessor’s sole discretion. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement or the Master Lease Agreement.

WITNESSETH

1. WARRANTY.

- a. **PREVIOUSLY-LEASED (USED) EQUIPMENT.** Buyer acknowledges that certain Equipment (including without limitation any container purchased hereunder) is previously-leased, used equipment. Such Equipment is not subject to the warranty set forth in subsection (b) below, and will have normal wear and tear conditions consistent with other used equipment of similar or like age and circumstances with regard to areas including but not limited to wall panel surfaces, ceiling tiles, windows, general appearance, etc. Seller sells such used Equipment “AS-IS”, and warrants only that used Equipment corresponds to the description thereof set forth in the Sale Agreement. Otherwise, **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE USED EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**
- b. **NEW EQUIPMENT** - With respect to new Equipment manufactured by Seller, Seller warrants that, for twelve (12) months from the date of manufacture, the Equipment shall be free from defects in materials and workmanship in normal use and operations and shall comply with all drawings and specifications attached hereto as Exhibit A. Equipment and accessory items not manufactured by Seller shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the manufacturer, which Seller hereby assigns to Buyer to the extent transferable.
 - i. Seller’s liability under this warranty shall be limited to the replacement or repair (during Seller’s normal working hours), at Seller’s option, of any new Equipment; provided, however, that Buyer shall provide written notice of any failure or defect to Seller within four (4) days after discovery and failure to provide such notice in a timely manner may result in a limitation of this warranty at Seller’s option. If Seller determines that repairs to the Equipment are needed, Buyer shall grant clear unobstructed access to the Equipment for said repairs. If Buyer does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Buyer shall bear the cost of repair rates for labor at the applicable overtime rates.
 - ii. This warranty does not extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Seller’s facilities without prior written authorization from Seller.
 - iii. The expressed warranties contained in this Agreement are in lieu of all other warranties, guarantees, promises, affirmation or representations, expressed or implied, which may be deemed applicable to the Equipment.
- c. **NO EXPRESS OR IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS, SUITABILITY FOR ANY PARTICULAR PURPOSES OR USE, AGAINST INFRINGEMENT, OR OTHERWISE (EXCEPT AS TO TITLE) OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN SHALL APPLY.**

2. PARTICULAR TYPES OF EQUIPMENT. Some of the terms and conditions herein may not be applicable to the particular Equipment which is the subject of this Sale. The following terms relate to Equipment of the following types:

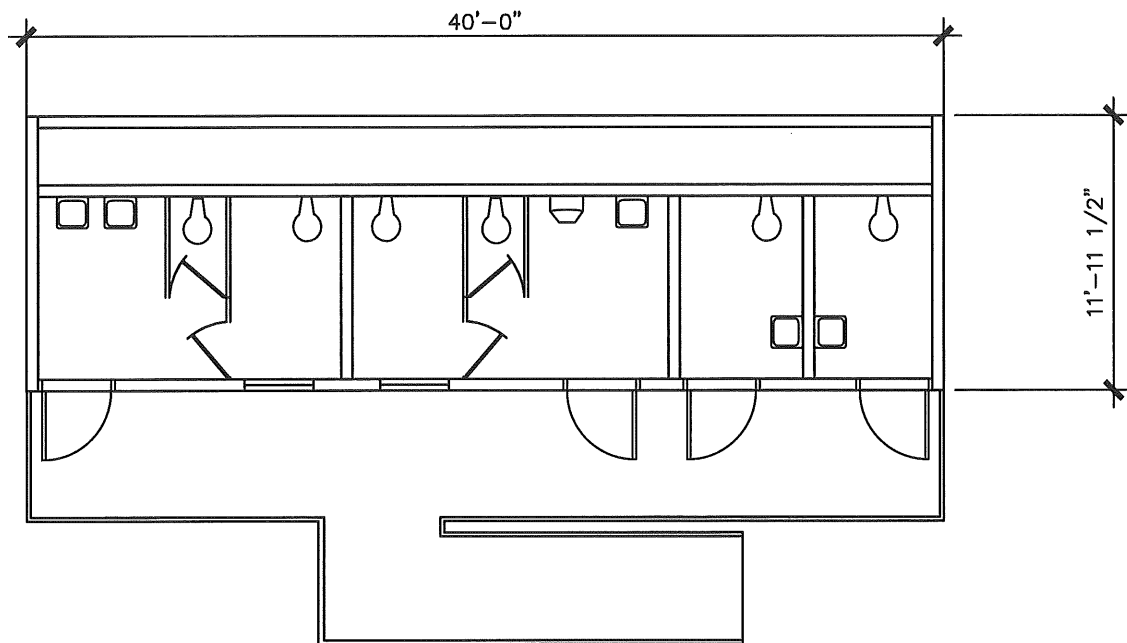
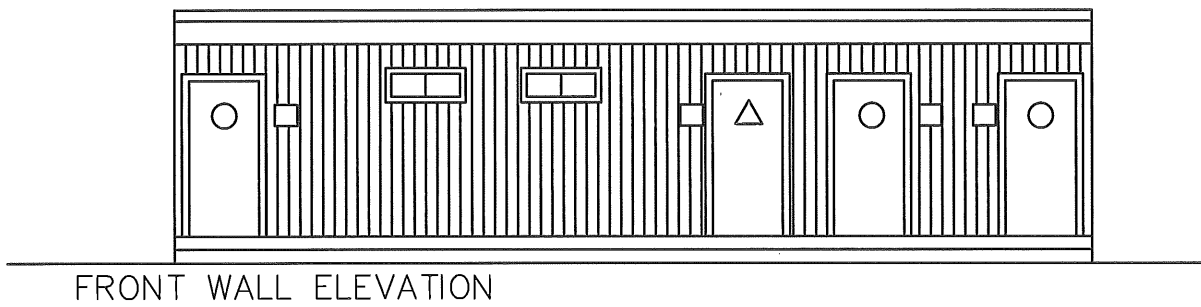
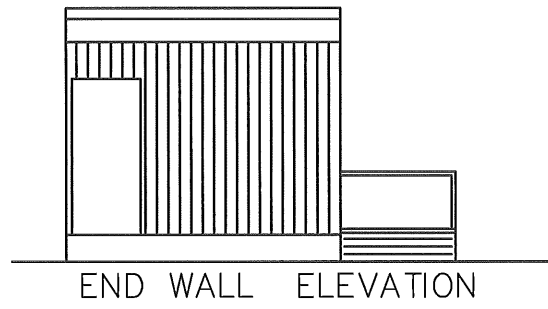
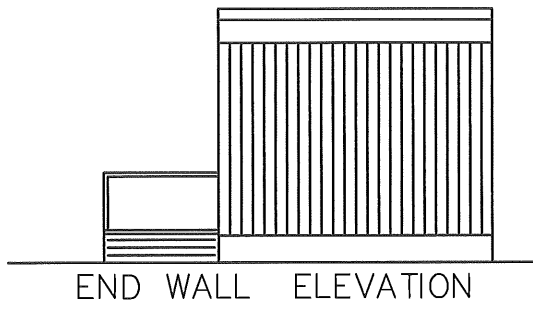
- a. **STAIRS.** Any modification to, or failure of Buyer to properly maintain any Equipment consisting of stairs, may result in a failure to comply with applicable code.
 - (1) With respect to any Equipment located in State of California or any other State of California, Seller’s sole responsibility with respect to any Equipment consisting of stairs is to deliver the stairs to the Site and place them next to the exit ways specified by Buyer with handrails in place. Any modification to, or failure of Buyer to properly maintain, any Equipment consisting of stairs, may result in failure to comply with applicable code.
 - i. **SECURING.** Securing the stairs to the other Equipment, adjusting the stairs to the threshold of the doorway, adjustment of the treads, landing, or handrails to meet local, state or federal requirements, maintenance of the stairs or any other item not specifically indicated above is solely the responsibility of the Buyer.
 - ii. **CODE AND EGRESS REQUIREMENTS.** Seller hereby advises the Buyer of the need to meet applicable code requirements, adjust and secure the stairs to the exit way upon completion of the installation of the Equipment and to maintain the stairs such that the safety of all users is ensured. It is the Buyer’s responsibility to ensure that steps or a ramp are provided for each building egress.

- iii. **SITE CONDITIONS.** Buyer should be aware that certain site conditions may impact the use of Equipment consisting of stairs. Specifically, sloping sites may require higher stairs. Adjacent buildings or other obstacles may render the prefabricated stairs unusable. Buyer is responsible for the provision of level landing sufficient per any applicable code. Buyer must make the transition from wherever the stairs end to the existing grade. This transition may require grading, paving or other work by the Buyer in order that the finished stairs comply with all applicable codes.
- b. **RAMPS.** Any modification of Equipment consisting of ramps may result in failure to comply with applicable code.
 - i. **SITE CONDITIONS.** Buyer should be aware that certain site conditions may impact the use of a prefabricated ramp. Specifically, sloping sites may require longer ramps. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold requirements (provided that Buyer's site will allow such). The ramp will then be affixed to the landing. It will be the responsibility of the Buyer to make the transition from wherever the ramp ends to the existing grade. This transition may require grading, paving or other work by the Buyer in order that the finished ramp complies with all applicable codes. Adjacent buildings may require additional ramping or render the standard prefabricated ramp unusable.
 - ii. **PRE-FABRICATED RAMPS ACCOMPANYING BUILDINGS APPROVED BY THE DIVISION OF THE STATE ARCHITECT ("DSA").** With respect to any Equipment located in the State of California, in the case of California Department of the State Architect ("DSA") building ramps, Seller recommends that Buyer or Buyer's architect look closely at all conditions of impact. Any Equipment consisting of a ramp and landing have been DSA approved.
- c. **RESTROOM/PLUMBING.** If any Equipment consists of restrooms or plumbing, the Buyer is responsible for making both waste and water connections to the building stub outs.
 - i. **PLUMBING CONNECTIONS.** Where applicable, the Buyer will need to install the plumbing manifold, which is shipped unattached. Seller makes no guarantees that the stub out locations or set height of the building will coincide with existing stub outs, holding tanks or other connection-related items.
 - ii. **MALFUNCTIONS.** The Buyer is responsible for any malfunction of lines, valves, piping, etc., that is related to foreign matter, improper connection of waste/water lines or misuse.
 - iii. **TEMPORARY/PORTABLE HOLDING TANKS.** Seller shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. For Buyer's comfort and convenience, Seller strongly recommends that the Equipment be connected directly to sanitary sewer lines. If Buyer obtains temporary holding tanks as a means of waste disposal, Buyer should be aware that this approach presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc.
 - iv. **CONNECTION TESTING AND VERIFICATION.** Testing of water for chlorination or other items/issues is the responsibility of the Buyer.
- d. **BUILDINGS.**
 - i. **SITE INSTALLATION REQUIREMENTS FOR DSA CLASSROOM BUILDINGS.** In the case of Equipment located in the State of California, the Buyer is responsible for the site being cleared (free of grass, shrubs, trees, etc.) and graded to within 4 1/2" of level grade for each building. If the site exceeds the 4 1/2" requirement additional costs may be charged to Buyer. Under no circumstances should the site be greater than 9" from level grade or have less than a 1000 psf minimum soil bearing pressure.
- e. **SEISMIC/WIND.** Equipment consisting of either friction based or earth anchor seismic/wind restraint systems are rated for exposure C wind loads as defined on plans provided to Buyer and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans. Seller recommends that Buyer verify with the local governing authority that these systems are appropriate for the site. In some cases, additional charges may be incurred by Buyer for custom foundation engineering and additional foundation work.
 - i. **FRICTION BASED SYSTEM.** The price quoted is for the purchase and installation of the system only. The system can be provided with wet stamped engineered plans and calculations for an additional charge. Lessor does not warrant that the Buyer's site conditions will be adequate for the seismic/wind support system. Any testing required by any agency of the soil or the product, is the responsibility of the Buyer.
 - ii. **EARTH ANCHORS.** Any earth anchors and strapping to be used are designed to meet specific pullout capabilities when suitable soil conditions are provided. The Buyer is responsible for providing soil conditions that will allow for achievement of a pullout capacity of the rated number of pounds shown on the applicable engineered plans for each earth anchor. If applicable, Seller will install a specific number of earth anchors and strapping, based upon the above pullout capacities. Seller recommends, and local governing authorities may require, that the Buyer have a pullout test performed to insure that the soil is adequate to achieve the required

pullout capacities mentioned above. All costs associated with such testing and its results are the responsibility of the Buyer. These costs include, but are not limited to: testing, an increase in the number of earth anchors to be provided to meet the required loads, any re-testing and engineering time. Seller will not warrant that the number of earth anchors installed will meet the required pullout capacities, unless the Buyer provides pullout test results and verification that the completion of any resulting corrective action has taken place.

- iii. **DAMAGE AND ADDITIONAL COSTS.** At the time of installation of earth anchors, should ground penetration be hindered by elements such as large rocks, lime, cement, utility lines, etc., Buyer will be responsible for all additional costs, including replacement of broken earth anchors provided that such damage is incurred while properly completing the installation. Further, should damage to any underground utility lines occur, the cost of repair will be borne entirely by Buyer.
- iv. **WARRANTY.** The warranty set forth in Section 1 does not apply to any seismic/wind restraints in the event that the Buyer has elected not to contract for a wet stamped engineered foundation plan. Seller will not inspect the installation of the foundation system.
- v. **APPROVAL.** Buyer is responsible for obtaining site inspection and approval of the foundation system by the appropriate local jurisdiction.
- f. **MISCELLANEOUS.** The Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression; it is Buyer's responsibility to wire these items for individual preference and usage. Buyer shall also have the sole responsibility for any utility or other connections to the Equipment.
- g. **CABINETRY.** The Equipment may include cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Buyer acknowledges that it has been made aware that lower emission and formaldehyde free options are available.
- h. **CARPET.** The Equipment may include new carpeting. Most of the carpeting products provided by Seller meet the Carpet and Rug Institute's Green Label testing standards for indoor air quality. Nonetheless, it is recommended that new carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.

3. **FINANCING STATEMENT.** At the request of Seller, Buyer will file financing statements pursuant to the applicable Commercial Code and execute and file such other instruments or assurances as Seller deems necessary to protect Seller's interest in the Equipment. Buyer authorizes Seller and Seller's assignee or transferee and each subsequent assignee or transferee to file financing statements in any jurisdiction.



12 x 40 RESTROOM	ITEM F
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**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF THE FACILITY FEE REDUCTION FOR THE FACILITY USE OF THE CAFETERIA AT SIERRA MADRE ES BY THE HOMEWORK CLUB AFTER-SCHOOL ENRICHMENT PROGRAM

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the Civic Center permit fee reduction for the use of the cafeteria at Sierra Madre ES by the after-school enrichment program, Homework Club.

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

I. BACKGROUND

Homework Club is a for profit after-school enrichment program, offering after-school class at Sierra Madre ES, serving SMES students. Effective April 1, 2018, Civic Center Permit Fees, were increased by Board approval at the March 2018 Board meeting.

II. STAFF ANALYSIS

Staff recommends the Civic Center permit fees be reduced by the amount not to exceed fifty-percent (50%) of the Facility fees. The fee reduction is based on scholarships provided to students who qualified as free or reduce lunch program participants and/or students not participating in the free or reduced lunch program and/or sibling participating at reduced rates. The facility fee reduction will be effective July 1, 2018 through June 30, 2019.

The Facilities Committee vetted this Board Report on December 06, 2018.

III. FISCAL IMPACT

The fifty-percent (50%) facility fee reduction for FY 2018/2019, will be calculated after staff verifies the student enrollment and value of scholarships is determined. Facility Fee reduction and revenue loss to the District is unknown at the time of this Board Report.

**Pasadena Unified School District
Board of Education Agenda: December 13, 2018
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

Funding code: N/A

Originator: Nelson Cayabyab, Chief Facilities Officer

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

Topic: APPROVAL OF THE FACILITY FEE REDUCTION FOR THE FACILITY USE OF VARIOUS SITES BY THE PARKER-ANDERSON AFTER-SCHOOL ENRICHMENT PROGRAM

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the Civic Center permit fee reduction for the use of a classroom at various schools by the after-school enrichment program, Parker-Anderson.

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

I. BACKGROUND

Parker-Anderson is a for profit after-school enrichment program, offering after-school classes at various PUSD school sites, serving students within the PUSD. Effective April 1, 2018, Civic Center Fees, were increased with Board approval at the March 2018 Board meeting.

II. STAFF ANALYSIS

Staff recommends the Civic Center permit fees be reduced by the amount not to exceed fifty-percent (50%) of the Facility fees. The fee reduction is based on scholarships offered to students who qualified as for free or reduced lunch program participants or discounted registration fees to siblings and other students that are not participating in the free or reduced lunch program. The facility fee reduction will be effective July 1, 2018 through June 30, 2019.

The Facilities Committee vetted this Board Report on December 6, 2018.

III. FISCAL IMPACT

The fifty-percent (50%) facility fee reduction for FY 2018/2019, will be calculated after staff verifies the student enrollment and value of scholarships is determined. Facility Fee reduction and revenue loss to the District is unknown at the time of this Board Report.

**Pasadena Unified School District
Board of Education Agenda: December 13, 2018
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

Funding code: N/A

Originator: Nelson M. Cayabyab, Chief Facilities Officer

**Consolidated Budget Status by Fund**

Budget status summary by Fund (thru 11/29/2018)

Budget vs. Commitments and Expenditures by Fund**WARNING: (1) Reconciliation Always in Progress****21.1 - GOB (Measure TT Series A)**

School Name - Project Name/Budget Group/Object Code	Budget	Commitments	Expenditures	(Budget - Commitments) Budget Left to Commit	(Budget - Expenditures) Budget Left to Spend
Altadena Elementary School - COMPLETE: Addition of 3 Shade Stuctures (95022.0)					
	90,187	90,187	90,187	-	-
Altadena Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	88,088	88,088	88,088	-	-
Altadena Elementary School - Modernization Project (95068.0) (2)					
	10,324,779	10,296,109	10,296,109	28,670	28,670
Aveson Charter School (Noyes) - COMPLETE: Portable N Demolition Project (95029.0)					
	30,654	30,654	30,654	-	-
Blair High School - 04A Modernization of Main Building (95056.0) (1) (2) (3)					
	28,739,877	28,323,217	23,377,097	416,660	5,362,780
Blair High School - 04b Track and Field (95005.0) (2) (3)					
	126,434	103,959	78,380	22,475	48,054
Blair High School - COMPLETE: Blair Middle School Campus (95001.0) (2)					
	13,870,873	13,870,873	13,870,873	-	-
Blair High School - COMPLETE: Measure T E-Rate (95180.0)					
	428,677	428,677	428,677	-	-
Blair High School - COMPLETE: PROJECT CNLD - New 9th Grade Classroom (2)					
	1,146,779	1,146,779	1,146,779	-	-
Burbank Elementary School - COMPLETE: Electrical Panel Upgrade (95064.0) (2)					
	87,603	87,603	87,603	-	-
Burbank Elementary School - COMPLETE: Renovation of Hodges (old 95140.0 merged) (2)					
	253,584	253,584	253,584	-	-
Burbank Elementary School - Lunch Shelter/Renovation (95131.0) (2)					
	920,114	868,348	786,124	51,766	133,990
Career Technical - Career Technical Education Projects (95145.0)					
	2,683,000	2,683,000	2,683,000	0	-
Career Technical - COMPLETE: CTE KLRN TV (95145.0)					
	100,507	100,507	100,507	-	-
Central Kitchen - COMPLETE: Culinary Academy/Kitchen Construction (9 (2) (3)					
	1,238,933	1,238,933	1,238,933	-	-
Cleveland Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	113,292	113,292	113,292	-	-
Cleveland Elementary School - COMPLETE: New Classroom Wing (95031.0) (2)					
	4,594,037	4,594,037	4,594,037	-	-
Cleveland Elementary School - Modernize Kitchen (95121.0) (2)					
	109,817	109,817	109,335	-	482
Cleveland Elementary School - Student Safety Wall & Flooring Padding (1) (3)					
	8,515	8,506	8,506	9	9
District Service Center - Facilities Administration (95000.0) (2)					
	17,885,797	15,099,692	13,136,329	2,786,105	4,749,468
District-Wide - COMPLETE: Bogen Clock Speaker System (95032.0)					
	1,436,405	1,436,405	1,436,405	-	-
District-Wide - COMPLETE: Energy Conservation Measures (95019.0) (2)					
	4,990,491	4,990,491	4,990,491	0	0
District-Wide - COMPLETE: Exterior Improvements (95036.0)					
	33,772	33,772	33,772	-	-
District-Wide - COMPLETE: Technology Modifications (95144.0)					
	3,075,434	3,075,434	3,075,434	(0)	-
District-Wide - DW - PRI 0 - Roofing (95135.0)					
	391,834	391,831	391,831	3	3
District-Wide - DW - PRI 0 - Windows (95136.0) (2)					
	147,886	116,236	116,236	31,650	31,650
Don Benito Elementary School - 11 HVAC and Kitchen (95146.0) (1) (2) (3)					
	2,969,111	216,135	163,685	2,752,976	2,805,426
Don Benito Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	147,679	147,679	147,679	-	-
Don Benito Elementary School - COMPLETE: Playground Structures (95043.0)					
	173,442	173,442	173,442	-	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/29/2018)

Budget vs. Commitments and Expenditures by Fund

WARNING: (1) Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)

School Name - Project Name/Budget Group/Object Code	Budget	Commitments	Expenditures	(Budget - Commitments) Budget Left to Commit	(Budget - Expenditures) Budget Left to Spend
Don Benito Elementary School - Interim Housing (95181.0) (1) (2) (3)					
	1,155,279	397,779	397,779	757,500	757,500
Don Benito Elementary School - New Admin Bldg (95097.0) (2)					
	989,712	937,354	785,195	52,358	204,517
Eliot Middle School - 08 HVAC Upgrades (95146.0) (1) (2) (3)					
	875,922	820,626	760,651	55,296	115,271
Eliot Middle School - Auditorium/Cafe Modernization (95015.0) (2) (3)					
	7,567,127	7,567,127	7,519,245	0	47,882
Eliot Middle School - COMPLETE: Career Technical Education (95145.0) (2)					
	29,261	29,261	29,261	-	-
Eliot Middle School - COMPLETE: Field Bleacher Replacement & ADA Upgrade (2)					
	92,835	92,835	92,835	-	-
Eliot Middle School - COMPLETE: Kitchen Modernization (95147.0) (2)					
	6,000	6,000	6,000	-	-
Eliot Middle School - COMPLETE: Lunch Shelter (95034.0) (2)					
	616,602	616,602	616,602	-	-
Eliot Middle School - COMPLETE: Measure T E-Rate (95180.0)					
	255,192	255,192	255,192	-	-
Field Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	113,292	113,292	113,292	-	-
Field Elementary School - COMPLETE: Water Meter Separation (95106.0)					
	39,013	39,013	39,013	-	-
Field Elementary School - Modernization (95069.0) (2)					
	3,515,448	3,515,045	3,501,943	404	13,506
Franklin Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	172,886	172,886	172,886	-	-
Franklin Elementary School - COMPLETE: New Library/Shade Structure (95035.0)					
	593,078	593,078	593,078	-	-
Franklin Elementary School - Modernize Cafe/MPR/Windows (95066.0)					
	2,140,809	2,140,809	2,140,809	(0)	(0)
Hamilton Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	138,499	138,499	138,499	-	-
Hamilton Elementary School - COMPLETE: Water Meter Separation (95149.0)					
	56,828	56,828	56,828	-	-
Hamilton Elementary School - Modernization MPR/Cafe (95071.0) (2)					
	4,234,456	4,226,456	4,226,456	8,000	8,000
Jackson Elementary School - 13 Modernization / Parking Lot (95052.0) (2)					
	5,482,722	4,958,684	4,617,679	524,038	865,043
Jackson Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	130,487	130,487	130,487	-	-
Jackson Elementary School - COMPLETE: Phase I Completed Projects (95020.0 / 95					
	192,368	192,368	192,368	-	-
Jefferson Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	156,861	156,861	156,861	-	-
Jefferson Elementary School - Modernization (95079.0)					
	996,089	879,157	879,157	116,932	116,932
Jefferson Elementary School - New Child Care Center (95073.0)					
	332,171	332,171	332,171	-	-
John Muir High School - 03a Modernization, Abatement & Kitchen (95051.0) (2)					
	29,009,103	27,679,581	24,021,613	1,329,521	4,987,490
John Muir High School - 03b Black Box Theater Project (95183.0)					
	3,721,187	3,516,187	3,516,187	205,000	205,000
John Muir High School - 03c Bldg D Accessibility / CDBG Project (95812.0)					
	42,558	42,558	42,558	-	-
John Muir High School - COMPLETE: Artificial Surface Field & Track (95004.					
	1,059,549	1,059,549	1,059,549	-	-
John Muir High School - COMPLETE: Building G & L Window Replacement (95125 (2)					
	404,282	404,282	404,282	-	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/29/2018)

Budget vs. Commitments and Expenditures by Fund

WARNING: (1) Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)

School Name - Project Name/Budget Group/Object Code	Budget	Commitments	Expenditures	(Budget - Commitments) Budget Left to Commit	(Budget - Expenditures) Budget Left to Spend
John Muir High School - COMPLETE: Career Technical Education (95145.0)					
	90,596	90,596	90,596	-	-
John Muir High School - COMPLETE: Kitchen Moderniation (95154.0)					
	6,000	6,000	6,000	-	-
John Muir High School - COMPLETE: Measure T E-Rate (95180.0)					
	555,842	555,842	555,842	-	-
John Muir High School - Culinary Arts Project (95184.0)					
	20,766	20,766	20,766	-	-
John Muir High School - Security Sytem (95132.0)					
	159,785	159,785	159,785	-	-
Linda Vista Elementary School - COMPLETE: Interior Structural Cleanup (95014.0)					
	34,800	34,800	34,800	-	-
Linda Vista Elementary School - Modernization (95188.0)					
	137,250	137,250	137,250	-	-
Loma Alta Elementary School - COMPLETE: Measure T E-Rate (95180.0) (2)					
	63,647	63,647	63,647	-	-
Loma Alta Elementary School - COMPLETE: Modernization Project (95033.0)					
	171,002	171,002	171,002	-	-
Loma Alta Elementary School - COMPLETE: Pre K conversion & Fire sprinkler enclos					
	182,030	182,030	182,030	-	-
Loma Alta Elementary School - COMPLETE: Retaining Wall & Street Improvements (95					
	1,013,583	1,013,583	1,013,583	-	-
Loma Alta Elementary School - COMPLETE: Water Meter Separation (95101.0)					
	27,356	27,355	27,355	0	0
Longfellow Elementary School - 10 HVAC Upgrades (95146.0)					
	3,235,279	2,341,284	2,295,657	893,994	939,622
Longfellow Elementary School - COMPLETE: Child Care Center (95061.0)					
	299,375	299,375	299,375	-	-
Longfellow Elementary School - COMPLETE: Measure T E-Rate (95180.0) (2)					
	130,358	130,358	130,358	-	-
Longfellow Elementary School - New Kitchen Bldg/Lunch Shelter/Auditorium (95050.0)					
	1,814,028	1,365,818	1,229,174	448,210	584,854
Madison Elementary School - Bldg A & Auditorium Renovation (95010.0)					
	596,259	596,259	596,259	-	-
Madison Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	96,100	96,100	96,100	-	-
Madison Elementary School - COMPLETE: Window Replacement (95084.0)					
	858,784	858,784	858,784	-	-
Madison Elementary School - Kitchen Modernization (95048.0)					
	309,396	309,396	309,396	-	-
Madison Elementary School - Modernization (95063.0) (2)					
	4,058,369	4,056,475	4,056,475	1,893	1,893
Marshall Fundamental Secondary School - 09 HVAC Upgrades (95146.0) (2)					
	1,087,224	915,532	844,501	171,692	242,723
Marshall Fundamental Secondary School - COMPLETE: Career Technical Education (95145.0)					
	850	850	850	-	-
Marshall Fundamental Secondary School - COMPLETE: Electrical Upgrades (95091.0) (2)					
	352,802	352,801	352,801	0	0
Marshall Fundamental Secondary School - COMPLETE: Library Modernization & Site Improvement (2)					
	1,760,215	1,760,215	1,760,215	-	-
Marshall Fundamental Secondary School - COMPLETE: Measure T E-Rate (95180.0)					
	428,192	428,192	428,192	-	-
Marshall Fundamental Secondary School - COMPLETE: Water Meter Separation (95103.0)					
	21,090	21,090	21,090	-	-
Marshall Fundamental Secondary School - COMPLETE: Window Replacement (95094.0) (2)					
	1,767,862	1,767,862	1,767,862	-	-
Marshall Fundamental Secondary School - Old Gym Renovation Project (95185.0)					
	1,333,706	1,333,706	1,333,706	-	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/29/2018)

Budget vs. Commitments and Expenditures by Fund

WARNING: (1) Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)

School Name - Project Name/Budget Group/Object Code	Budget	Commitments	Expenditures	(Budget - Commitments) Budget Left to Commit	(Budget - Expenditures) Budget Left to Spend
Marshall Fundamental Secondary School - Sports Complex (95049.0) (2)	12,727,273	12,677,828	12,677,828	49,445	49,445
Mckinley Elementary School - COMPLETE: Career Technical Education (95145.0)	51,619	51,619	51,619	-	-
McKinley Elementary School - COMPLETE: Measure T E-Rate (95180.0)	188,409	188,409	188,409	-	-
McKinley Elementary School - COMPLETE: Water Meter Separation (95159.0)	112,485	112,485	112,485	-	-
McKinley Elementary School - Phase I New Construction (95046.0) (2)	20,007,180	20,007,180	20,007,180	-	-
McKinley Elementary School - Phase II Modernization (95123.0)	1,471,947	876,631	792,055	595,316	679,892
Norma Coombs Alternative - 05a New CR Wing & Admin Bldg (95133.0) (2)	10,168,446	9,796,549	9,013,118	371,897	1,155,329
Norma Coombs Alternative - 05b Central Plant Replacement (95146.0)	1,600,232	1,351,707	1,317,566	248,525	282,666
Norma Coombs Alternative - COMPLETE: Measure T E-Rate (95180.0)	146,511	146,511	146,511	-	-
Norma Coombs Alternative - COMPLETE: Shade Structures/Field Renovation (95023) (2)	75,710	75,710	75,710	(0)	(0)
Norma Coombs Alternative - COMPLETE: Water Meter Separation (95116.0) (2)	21,400	21,400	21,400	-	-
Pasadena High School - 02a Modernize Gymnasium Complex (95075.0) (1) (2) (3)	21,286,788	17,949,326	13,223,876	3,337,461	8,062,911
Pasadena High School - 02b Campus Appearance/Identity (95080.0) (1) (2) (3)	1,823,762	133,951	108,079	1,689,811	1,715,683
Pasadena High School - 02c ADA Upgrade (DSA) (95074.0) (2) (3)	713,678	570,735	483,826	142,943	229,852
Pasadena High School - 02d Campus Upgrds/Restrooms Upgrades (95119.0) (3)	3,202,506	2,265,223	2,032,672	937,283	1,169,834
Pasadena High School - COMPLETE: Artificial Track & Field (95005.0)	1,270,851	1,270,851	1,270,851	(0)	(0)
Pasadena High School - COMPLETE: Career Technical Education (95145.0)	116,593	116,593	116,593	-	-
Pasadena High School - COMPLETE: Drainage at Fields (95006.0) (2)	626,077	626,077	626,077	-	-
Pasadena High School - COMPLETE: Fire Alarm Corrections (95161.0) (2)	36,005	36,005	36,005	0	0
Pasadena High School - COMPLETE: Measure T E-Rate (95180.0)	644,227	644,227	644,227	-	-
Pasadena High School - Kitchen Project (95139.0) (2) (3)	487,235	287,235	287,235	200,000	200,000
Pasadena High School - Security System Upgrades (95117.0) (2)	248,424	248,424	248,424	-	-
Roosevelt Elementary School - 12 Multi-purpose Facility (95025.0) (1) (2) (3)	2,119,331	1,831,607	1,831,607	287,724	287,724
Roosevelt Elementary School - COMPLETE: Auto Door Openers (95062.0)	98,844	98,844	98,844	-	-
Roosevelt Elementary School - COMPLETE: Measure T E-Rate (95180.0)	96,100	96,100	96,100	-	-
Rose City High School - 07 Modification (95170.0) (2) (3)	505,149	451,293	443,738	53,856	61,411
Rose City High School - COMPLETE: Career Technical Education (95145.0)	232,608	232,608	232,608	1	1
Rose City High School - COMPLETE: Measure T E-Rate (95180.0)	134,493	134,493	134,493	-	-
San Rafael Elementary School - COMPLETE: Measure T E-Rate (95180.0)	94,930	94,930	94,930	-	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/29/2018)

Budget vs. Commitments and Expenditures by Fund

WARNING: (1) Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)

School Name - Project Name/Budget Group/Object Code	Budget	Commitments	Expenditures	(Budget - Commitments) Budget Left to Commit	(Budget - Expenditures) Budget Left to Spend
San Rafael Elementary School - COMPLETE: Phase I (95017.0)					
	100,241	100,241	100,241	-	-
San Rafael Elementary School - Modernization (95030.0)					
	2,010,898	1,780,296	1,617,980	230,602	392,918
Sierra Madre Elementary School - 06 Phase II Upgrades (95126.0) (2)					
	801,172	690,911	684,039	110,261	117,133
Sierra Madre Elementary School - COMPLETE: Phase I - New Permanent Classroom Buildi					
	4,074,221	4,074,221	4,074,221	-	-
Sierra Madre Middle School - COMPLETE: Career Technical Education (95145.0)					
	38,113	38,113	38,113	-	-
Sierra Madre Middle School - COMPLETE: Measure T E-Rate (95180.0) (2)					
	299,998	299,998	299,998	-	-
Sierra Madre Middle School - New MS Campus (95038.0) (2)					
	38,485,037	38,301,339	38,163,091	183,698	321,946
Washington Accelerated Elementary School - 01 New Classroom/MPR Bldg (95045.0) (1) (2) (3)					
	21,829,342	20,147,370	20,060,975	1,681,972	1,768,367
Washington Accelerated Elementary School - Campus Improvements - Measure Y (2)					
	5,631	5,631	5,631	(0)	(0)
Washington Accelerated Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	251,858	251,858	251,858	-	-
Washington Accelerated Elementary School - New Child Care Center (95067.0) (2) (3)					
	602,179	118,660	117,147	483,519	485,032
Washington Middle School - COMPLETE: Career Technical Education (95145.0)					
	34,572	34,572	34,572	-	-
Washington Middle School - COMPLETE: Measure T E-Rate 95180.0 (2)					
	261,489	261,489	261,489	-	-
Washington Middle School - New Constr. & Mod. (95081.0) (2) (3) (4)					
	15,402,899	13,978,692	13,822,926	1,424,208	1,579,973
Webster Elementary School - Aud/AdminBldg/Kitchen/Playground (95047.0) (2)					
	1,959,117	1,959,117	1,959,117	-	-
Webster Elementary School - COMPLETE: Kitchen Modernization (95083.0) (2)					
	19,858	19,858	19,858	0	0
Webster Elementary School - COMPLETE: Measure T E-Rate 95180.0 (2)					
	139,666	139,666	139,666	-	-
Webster Elementary School - COMPLETE: Playground Equipment (95047.0)					
	18,750	18,750	18,750	-	-
Webster Elementary School - COMPLETE: Preschool Shade Structure (95105.0)					
	132,613	132,613	132,613	-	-
Willard Elementary School - COMPLETE: Exterior Upgrade & Window Replacement (9					
	657,374	657,374	657,374	-	-
Willard Elementary School - COMPLETE: Field Installation/Irrigation & Demo (95					
	123,183	123,183	123,183	-	-
Willard Elementary School - COMPLETE: Multi-Use Room (95002.0)					
	386,356	386,356	386,356	-	-
Willard Elementary School - COMPLETE: Power & Fire Alarm Upgrade (95065.0)					
	393,697	393,698	393,698	(0)	(0)
Willard Elementary School - COMPLETE: Water Meter Separation (95108.0)					
	47,115	47,115	47,115	-	-
Willard Elementary School - HVAC Upgrades (95187.0) (2)					
	363,364	296,699	296,699	66,665	66,665
Willard Elementary School - Kinder and Pre-K Complex (95115.0) (2)					
	4,127,250	4,063,250	4,063,250	64,000	64,000
Wilson Middle School - COMPLETE: Classroom Demolition (95028.0)					
	77,201	77,201	77,201	-	-
Wilson Middle School - COMPLETE: Painting & Window Replacement (95009.0)					
	774,607	774,607	774,607	-	-
Wilson Middle School - COMPLETE: Water Meter Separation (95109.0)					
	79,225	79,225	79,225	-	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/29/2018)

Budget vs. Commitments and Expenditures by Fund

WARNING: (1) Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)

School Name - Project Name/Budget Group/Object Code	Budget	Commitments	Expenditures	(Budget - Commitments) Budget Left to Commit	(Budget - Expenditures) Budget Left to Spend
Wilson Middle School - Gym/Locker RM Courtyard Mod (95113.0) (2)	5,062,629	5,032,851	5,032,851	29,778	29,778
Wilson Middle School - HVAC Upgrades (95146.0)	-	-	-	-	-
Wilson Middle School - Interim Housing (95181.0) (2)	7,400	7,400	7,400	-	-
Totals	359,815,625	336,971,507	318,844,300	22,844,117	40,971,324

School/ Resource Code	Project's Scope of Work	Progress/issues Dic 19, 2018	Project Phase	Date in Phase	Schd. compl. Date actual phase	Dec 2018 Report Expected date completion total project	Expected date completion total project	% of compl. Dic 17, 2018	Project Mgr.	Architect	Contractor	Inspector
Blair HS/ 95056.0	Modernization of the existing Classroom and Admin Building.	Completed: Curbs and light pole foundations at W part of parking lot. Installation of water stations at 2nd & 3rd floors. Storm sewer line at lunch shelter. Tile installation in restrooms. On going: Exterior plaster and along hallways at ground floor ceilings. MEP. Railings at 2 & 3rd floors. 3rd floor casework. Ceiling structures. HVAC set up. Door lock installation 2nd & 3rd floor Glazing , Ground floor patching & paint. Ceiling tile installation at 3rd floor classrooms. Side walks. coping at perimeter walls at several locations	CONSTRUCTION	4/4/17	11/21/18	Feb-19	typically 3-4 months after construction completion	90%	Anson & Kris	GKK	Pinner Construction	Ned Kachikian
John Muir HS 95051.0	New theatrical equipment, stage rigging . Architectural upgrades at the auditorium & cafeteria. New kitchen equipment and serving lines. Exterior improvements, a new amphitheater. Fire alarm upgrade throughout the campus. Bleachers replacement at the gym.	Completed: Crack repairs at auditorium deck, structural steel, rough electrical, rough plumbing, framing, plaster Doors and frames in Cafeteria On going: painting, lights installation, ceiling tile installation, kitchen flooring. Auditorium floor finish. Ceiling tile and light fixture installation at Cafeteria Paint and patch, electrical and mechanical work at Auditorium's balcony Storm sewer line installation along W side of Auditorium	CONSTRUCTION	9/19/16	1/30/19	1/30/19	typically 3-4 months after construction completion	92%	George K.	WLC	The Nazerian Group	Knowland Construction Inspections
Norma Coombs ES 95133.0	New admin building and classrooms (4)	Complete: Admin area and Classroom building already occupied and in full use. Curbs at parking areas On going: Fence and light pole installation, concrete work in the parking & drop off areas, classroom punchlist. Grading of field (S of Admin Building).	CONSTRUCTION	6/17/17	12/29/18	Feb-19	typically 3-4 months after construction completion	92%	Anson, Kris & Sam	Flewelling & Moody	Shenk Development	Donald B. Blayney
Pasadena HS 95075.0	Modernize the existing gym and locker rooms.	Completed: Sidewalk along main gym's entrance On going: Gym's lobby casework, paint, ladies and men's bathrooms, Boy's Locker rooms ceiling grid. Girl's locker rooms framing, duct work for fire sprinklers. HVAC pipe fabrication & installation Installation of electrical conduits & boxes. Railings along ramps & stairs leading to the main gym. Partial delivery of lockers have been received.	CONSTRUCTION	11/28/16	1/1/2019 for locker rooms, 4/1/19 for small Gym	1/1/2019 for locker rooms, 4/1/19 for small Gym	typically 3-4 months after construction completion	Main Gym: 99% Lockers 82% Bleachers: 100%	George K.	F&M	The Nazerian Group	Donald B. Blayney
Don Benito ES 95146.0	Phase II HVAC, Interim kitchen and Kitchen	Preparation for bidding is on going. Addressing Health Department comments.	CONSTRUCTION DOCUMENTS		2/28/19	TBD	TBD	TBD	Anson, Kris Z	PBWS	TBD	TBD



Pasadena Unified School District

Pictures of Facilities Department Active Projects

12/19/2018

Blair HS School Modernization

View from the NE

Nov 8- Dec 19, 2018



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Pasadena Unified School District

Project list

[Blair HS](#)

[John Muir HS](#)

[Norma Coombs ES](#)

[Pasadena HS](#)

Blair HS School Modernization

Partial view of N
facade

Nov 8- Dec 19, 2018



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Blair HS School Modernization

View from the NE

Nov 8- Dec 19, 2018



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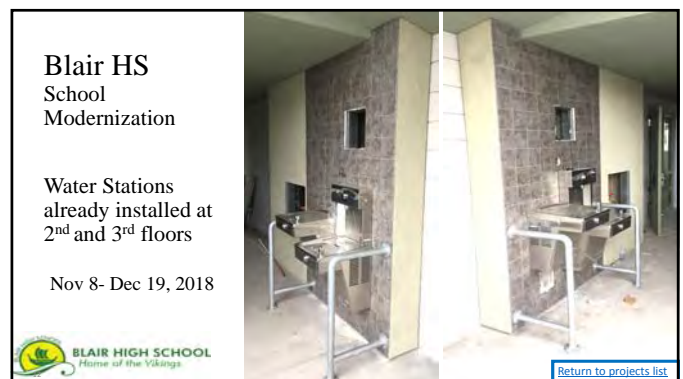
Blair HS School Modernization

Partial view from the N

Nov 8- Dec 19, 2018



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Blair HS School Modernization

2nd floor railing
installation

Nov 8- Dec 19, 2018



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Blair HS School Modernization

Coping along
perimeter walls is
being installed

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Blair HS School Modernization

3rd floor railing
installation

Nov 8- Dec 19, 2018



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Blair HS School Modernization

Coping along
perimeter walls is
being installed

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Blair HS School Modernization

3rd floor roof access
gate installation

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Blair HS - School Modernization- Cafeteria as of 11/29/2018



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Blair HS School Modernization

Ground floor rooms
with ceiling grid and
first coat of painting

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John Muir HS Auditorium

On going work on
floor and balcony
walls

Nov 8- Dec 19, 2018



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John Muir HS

New storm sewer line
along W side of
Auditorium

Nov 8- Dec 19, 2018



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John Muir HS Auditorium

On going work on
balcony ceiling
and walls

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John Muir HS Auditorium

On going work on
floor, acoustic
panels, balcony
walls

Nov 8- Dec 19, 2018

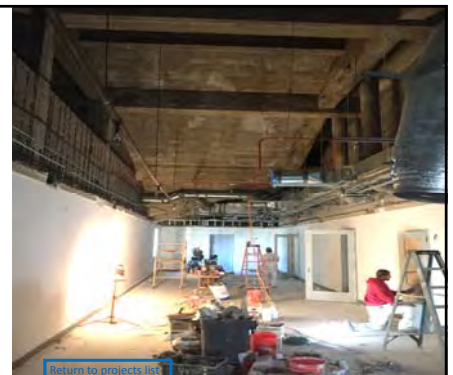


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John Muir HS Auditorium

On going paint &
patch, electrical and
mechanical work
behind balcony area.

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John Muir HS – Auditorium - Status as of 11/28/18

John Muir HS
CafeteriaElectrical fixtures
installation

Nov 8- Dec 19, 2018



JOHN MUIR HIGH SCHOOL

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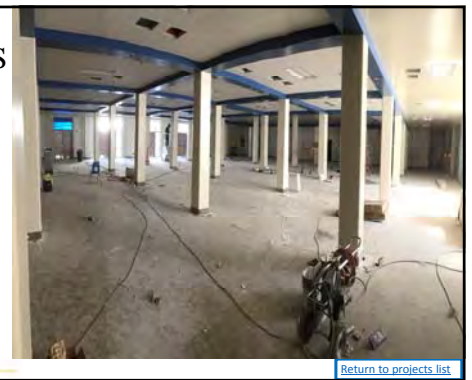
John Muir HS – Auditorium – Stage view as of 11/28/18

John Muir HS
CafeteriaStatus as of
11/28/18

Nov 8- Dec 19, 2018



JOHN MUIR HIGH SCHOOL

[Return to projects list](#)John Muir HS
CafeteriaCeiling tile
installation

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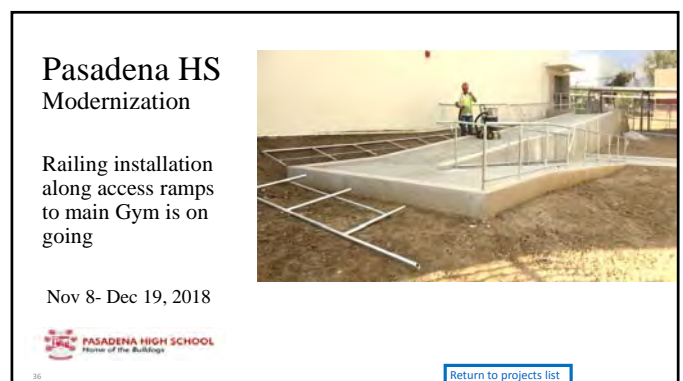
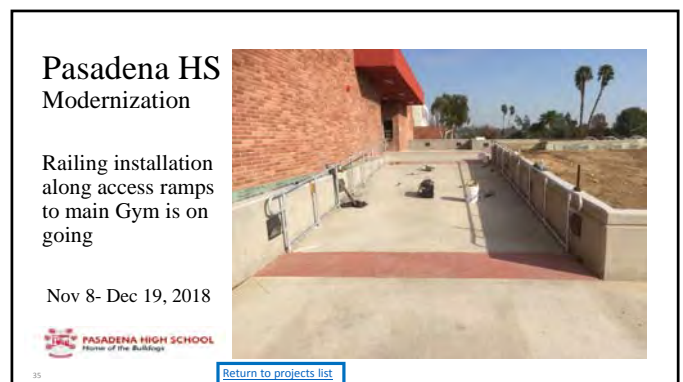


JOHN MUIR HIGH SCHOOL

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John Muir HS – Cafeteria - Status as of 11/28/18





Pasadena HS Modernization

Railing installation
along stairs leading
to main Gym

Nov 8- Dec 19, 2018



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Pasadena HS Modernization

Trophy cabinet
installation at main
Gym's foyer is on
going

Nov 8- Dec 19, 2018



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Pasadena HS Modernization

Main Gym's foyer
boys restroom

Nov 8- Dec 19, 2018



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Pasadena HS Modernization

Main Gym's office

Nov 8- Dec 19, 2018



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Pasadena HS -Main Gym's foyer girl's restroom



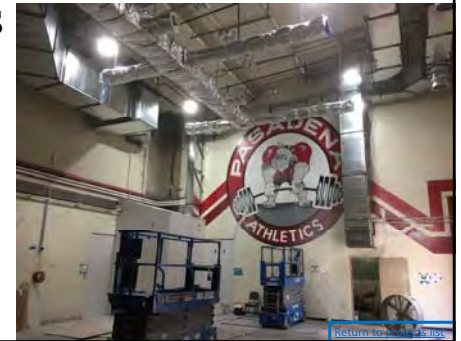
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Pasadena HS Modernization

HVAC duct
installation at small
gym is on going

Nov 8- Dec 19, 2018



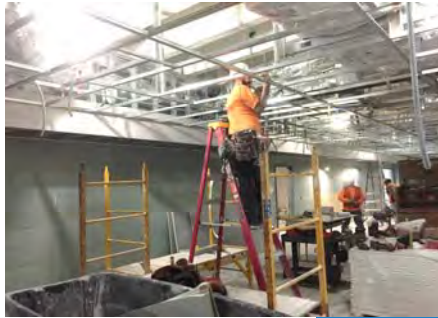
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Pasadena HS Modernization

Boy's locker room

Ceiling frame
installation is on going

Nov 8- Dec 19, 2018



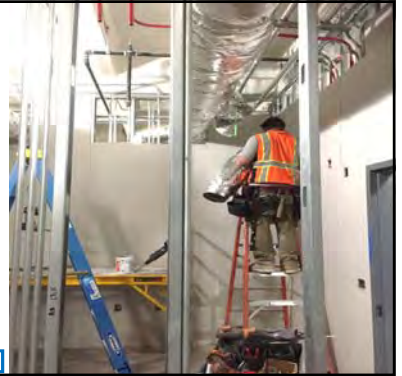
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Pasadena HS Modernization

Girl's locker room

HVAC duct installation is
on going

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Pasadena HS Modernization

Girl's locker room

Electrical & mechanical
installations are on
going

Nov 8- Dec 19, 2018



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Pasadena HS Modernization

New Lockers already
on site

Nov 8- Dec 19, 2018



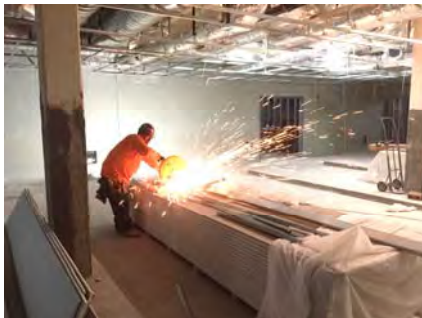
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Pasadena HS Modernization

Girl's locker room

Framing installation is on
going

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Pasadena HS Girl's locker room HVAC duct installation



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N Coombs ES Modernization

Admin Building in full
use

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N Coombs ES Modernization

Classroom in full use

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N Coombs ES Modernization

Admin Building in full
use

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N Coombs ES Modernization

On going site work
in front of the
Admin Building.

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N Coombs ES - Classrooms in full use



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N Coombs ES Modernization

Drop off and parking area

On going installation of
light poles.

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N Coombs ES – S view of Admin Building



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