

# Attachments of Nelson's letter to COC members dated June 19, 2018

## ATTACHMENT No. 1

Report Id: LAGL057C  
Business Unit: 64881  
Budget Period: 17-18

PASADENA UNIFIED SD  
Site Budget Inquiry - Summary

Page: 1  
Run Date: 6/18/2018  
Run Time: 10:19:29AM

<u>Fund</u>	<u>Resource</u>	<u>Goal</u>	<u>Function</u>	<u>Object</u>	<u>School/Loc</u>	<u>Current Budget</u>	<u>Pre Encumbered</u>	<u>Encumbered</u>	<u>Expended</u>	<u>Balance</u>
21.1	95000.0	00000	85000	5220	0000710	10,000.00				10,000.00
Totals:						10,000.00	0.00	0.00	0.00	10,000.00

The Site Budget Inquiry report from PeopleSoft shows that for Budget Period 17-18, Fund 21.1 (Measure TT) had zero expenditures in object code 5220, Travel and Conferences.

Update/Display -- Object

SetID: 64881

Object: 5220

SetID	Obj	Descr
64881	5220	Travel and Conferences

## ATTACHMENT No. 2

# Fund Demand Report



A planning &amp; development tool for financial control of capital programs.

**WARNING: (1)Unposted Changes (2)Reconciliation In Progress (3)Fiscal Year-End Closing in Progress - un-used 17-18 Budgets will be reconciled and rolled forward to FY 18-19**

	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	
21.1 - GOB (Measure TT)	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	Totals
<b>Beginning Balance</b>	-	2,651,767	99,004,245	74,021,561	60,542,466	165,605,917	132,010,916	78,405,012	142,007,135	110,702,189	2,008,195	-
Revenue												
Annual Funding	4,130,124	122,391,651	1,771,218	1,227,307	126,129,282	979,368	758,352	101,865,580	1,441,652	1,084,596	-	361,779,129
<b>Total Funds Available</b>	<b>4,130,124</b>	<b>125,043,418</b>	<b>100,775,463</b>	<b>75,248,867</b>	<b>186,671,748</b>	<b>166,585,285</b>	<b>132,769,268</b>	<b>180,270,593</b>	<b>143,448,787</b>	<b>111,786,785</b>	<b>2,008,195</b>	<b>361,779,129</b>
<b>Project Fund Demand</b>												
ALTA Mod (2)		418,419	269,735	89,532	132,390	5,350,848	3,656,920	178,114	180,550	201,850		10,478,357
BLA HS Science Lab & Main Bldg	-	439,819	298,338	82,464	174,037	128,924	349,470	410,358	3,412,941	22,896,502	-	28,192,853
Blair HS T&F (2)										126,434	-	126,434
BUR ES LS/RENOV (2)		265,003	106,998	110,858	19,431	752	74,000	97,993	132,978	154,000		962,013
CLEVE ES - Student Safety Padding (1) (3)									-	-		-
CLEVE ES Kitchen (2)			37,628	5,220	28,267	900	14,968	366,156	-			453,138
CTE DW (2)			-	292,435	-	1,366,650	986,145	27,560	10,211	54,475	-	2,737,475
DON BEN Camp Mod (2)		1,161	146,591	129,047	61,924	35,037	72,920	68,873	202,999	4,409,800		5,128,352
DON BEN ES HVAC & Kitchen (2)									83,321	275,000	-	358,321
DON BEN HOUSING (2)								257,669	140,109	7,500	-	405,279
DW AS FMP & Bond Proj (1) (3)	-	-	-	-	-	-	-	-	-	-		-
DW FAC ADM (1) (2) (3)	453,760	1,310,946	1,480,381	1,238,277	1,561,562	709,201	1,031,336	1,748,044	2,137,600	3,092,693	5,121,999	19,885,797
DW Growth Portables (2)	-	-	-	-	-	-	-	-	-	-		-
DW Measure (Y) Closeout (1)	-	-	-	-	-	-	-	-	-	-		-
DW ROOF					326,868	63,176	1,790	-				391,834
DW Tech Mod (2)			-	-	-	1,509,315	1,900,000	1,590,685				5,000,000
DW WINDOWS (2)					-	39,773	800	9,430	51,733	46,150		147,886
Edison - Focust Point (5)												-
ELI MS AUD (2)		106,824	314,444	57,692	1,565,648	748,857	4,376,818	141,015	158,347	636,800		8,106,445
ELI MS HVAC (2)										808,700	-	808,700
FIELD ES Cafe (2)		67,675	144,425	79,087	45,350	80,225	1,239,700	1,540,306	274,892	295,777		3,767,437
FRANK ES Cafe/MPR/Windows		143,575	9,123	444,323	1,242,313	15,157	135,186	45,769	79,577	28,373	-	2,143,397
General Fund (2)								-	-			-
HAM ES Cafe		90,957	693,435	274,574	218,263	2,134,823	815,329	24,459	15,965	17,740		4,285,545
HODG ES Remodel (2)		-	-	-	-	-	-	-	-	-		-
JACK ES Mod		262,400	36,174	1,767,109	142,176	21,050	100,585	45,247	295,534	2,651,457	-	5,321,733
JEFF ES MOD (2)		309,237	273,573	98,645	14,786	23,643	44,468	-	-	180,470		944,821
JEFF ES New CC Bldg (2)		101,829	69,431	47,667	54,873	(4,310)	37,305	25,376	-	66,195	-	398,366
JEFF ES Roofing Y (2)			-	-	-	-	-	-				-
JMUIR ADA/CDBG									41,327	22,931	-	64,258
JMUIR BLACK BOX THEATER									3,116,423	476,143		3,592,566
JMUIR CULINARY (2)									7,594	14,013		21,607
JMUIR HS Acad Recon (2)	-	363,465	701,193	633,060	198,913	218,160	116,620	539,731	4,468,848	22,255,795	-	29,495,786
JMUIR HS SEC SYSTEM				14,616	2,642	133,343	28,633	-				179,234
JMUIR HS Y CLOSEOUT (2)			-	-	-	-	-	-				-
LINDA VIS									112,751	120,962	-	233,713
LONGF HVAC (2)										2,243,000	-	2,243,000
LONGFELL ES Kitchen & Cafe Mod		100,908	177,030	78,293	27,757	51,954	17,589	27,700	168,002	1,330,003	-	1,979,236
MAD ES Aud Rest (2)		283,562	258,486	36,591	5,548	2,711	-	9,329	917			597,143
MAD ES Kitch/Cafe (2)		149,033	80,979	58,883	8,793	-	-	-	11,708			309,396
MAD ES MOD (2) (3)		132,132	63,364	675,233	2,118,029	337,097	430,021	47,400	1,000,000	516,898		5,320,174
MARSH GYM RENO									1,249,000	85,935		1,334,935
MARSH HS Sports Comp (2)	-	198,015	555,109	112,578	130,646	328,032	3,184,729	6,011,329	1,984,662	876,547	-	13,381,647



WARNINGS: (1) Budget not balanced. (2) Unposted changes. (3) Aging not developed. (4) Cashflow not positive. (5) Not Working Budget.

WARNING: (1)Unposted Changes (2)Reconciliation In Progress (3)Fiscal Year-End Closing in Progress - un-used 17-18 Budgets will be reconciled and rolled forward to FY 18-19

	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	
21.1 - GOB (Measure TT)	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	Totals
MARSH HVAC									-	999,150	-	999,150
McKin ES Ph I (2)		582,881	556,110	261,587	1,826,114	3,742,954	9,015,420	3,147,978	126,057	753,972	-	20,013,073
McKin ES Ph II (2)		2,176	161,432	251,409	19,415	2,679	-	500	167,010	1,464,667	-	2,069,289
NCAS Plant Replacement (2)										1,500,000	-	1,500,000
NOR COO ALT WING/ADMIN (2)		22,458	55,192	48,344	118,983	97,544	54,503	347,678	490,382	8,142,091	-	9,377,174
PHS Appearance/Signage		945	55,760	20,044	23,410	657	568	2,363	4,134	33,000	-	140,880
PHS CampUpgrd/RestRms		120,163	243,449	190,266	1,568	30,726	147,252	888,038	392,044	1,189,000	-	3,202,506
PHS CW ADA Comp Upgrades (2)		3,944	276,239	31,849	3,968	78,837	227	49,393	39,221	230,000	-	713,678
PHS GYM MOD (2)		8,598	442,324	321,323	39,247	81,049	24,026	130,411	2,200,968	15,176,526	-	18,424,472
PHS KITCHEN (2)					-	-	100,000	-	-	734,900	-	834,900
PHS Security on Campus (2)			102,563	37,774	27,310	46,471	20,660	13,647	-	-	-	248,424
PHS WATER (2)					-	-	-	-	-	-	-	-
PROGRAM CONTINGENCY					-	-	-	-	-	-	-	-
RO CITY HS MODIFICATION (2)					-	-	-	227,608	5,000	392,000	-	624,608
ROOSE ES MPR (2)		8,250	456,693	91,143	257,259	27,738	354,494	132,972	477,072	5,839,000	-	7,644,620
ROOSE ES WATER					-	-	-	-	-	-	-	-
SAN RAFA ES MOD (2)	-	346,761	40,629	129,220	89,069	150,521	49,509	231,961	419,518	339,682	-	1,796,871
SIE MAD LOW PH II HVAC Auditorium			11,750	91,175	18,952	1,035	20,434	84,907	258,435	861,763	-	1,348,451
SIE MAD MS UP CAMP IMPR		1,507,132	1,528,308	221,406	595,393	10,838,030	16,553,870	5,788,387	144,327	1,440,404	-	38,617,257
WASH ES Campus Improve - Meas Y		-	-	-	-	-	-	-	-	-	-	-
WASH ES HVAC WAS ACC (2)					-	-	-	-	-	-	-	-
WASH ES Meter Sep (2)					-	-	-	-	-	-	-	-
WASH ES MPR (2)		228,047	360,757	264,214	31,041	87,623	4,406,501	2,842,887	6,130,014	6,135,500	-	20,486,583
WASH ES New CC (2)					-	-	28,547	3,150	-	98,000	-	129,697
WASH ES Renovate Kinder (2)					-	-	-	-	-	-	-	-
WASH MS HVAC WAS MS (2)					-	-	-	-	-	-	-	-
WASH MS New Constr (2)		378,946	807,518	330,675	87,057	107,913	4,441,965	5,580,786	1,988,329	15,661	2,595,350	16,334,199
WEB ES Aud/Adm/Kitch/Playground (2)		65,047	101,265	140,724	1,576,518	24,505	18,338	25,320	4,328	6,416	-	1,962,462
WILL ES HVAC									2,555	360,000	-	362,555
WILL ES Kinder & Pre-K		3,482	165,232	107,116	1,836,752	1,561,672	104,209	61,424	73,722	172,715	-	4,086,325
WILS MS GYM MOD (2)		109,920	709,057	100,231	82,514	3,728,045	405,524	-	-	-	-	5,135,292
WILS MS HVAC										-	-	-
WILS MS INTERIM (2)									7,400	-	-	7,400
Z - Alt-AVE CS Demo	-	30,654										30,654
Z - Alt-LIN VIST ES-IC		34,800	-									34,800
Z - ALTA Shade Struct		89,612	575									90,187
Z - BLA HS 9thCR (2)		478,206	475,933	191,376	-	-	-	-	-	-	-	1,145,514
Z - BLA HS-BMSC (2)	200	4,377,152	8,066,376	1,372,596	44,246	10,303	-	-	-	-	-	13,870,873
Z - BUR ES EPU		87,606	-									87,606
Z - BUR ES Hodges (2)				50,643	202,441	500	-	-	-	-	-	253,584
Z - CLEVE ES HVAC (2)					-	-	-	-	-	-	-	-
Z - CLEVE ES Mod (2)	-	273,970	19,440	824,569	3,042,011	434,046						4,594,037
Z - CLEVE ES Water (2)					-	-	-	-	-	-	-	-
Z - CTE BLA HS			-	-	-	-	-	-	-	-	-	-
Z - CTE CIS			-	-	-	-	-	-	-	-	-	-
Z - CTE DW RESERVE			-	-	-	-	-	-	-	-	-	-
Z - CTE ELI MS (2)			-	-	-	-	-	29,261	-	-	-	29,261
Z - CTE JMUIR HS			-	-	-	-	-	64,699	24,010	2,000	-	90,709
Z - CTE KLRN TV			-	-	-	-	-	100,507	-	-	-	100,507
Z - CTE MARSH FUND SEC			-	-	-	-	-	850	-	-	-	850
Z - CTE McKIN ES			-	-	-	-	-	51,619	-	-	-	51,619
Z - CTE PHS			-	-	-	-	-	116,593	-	-	-	116,593

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	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Totals
21.1 - GOB (Measure TT)	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	
Z - CTE PHS PRINT SHOP MOD			-	-								-
Z - CTE RO CITY HS			-	-	-	-	-	227,608	5,000	-	-	232,608
Z - CTE ROP			-	-	-	-	-	-	-	-	-	-
Z - CTE SIE MAD MS			-	-	-	-	-	38,113	-	-	-	38,113
Z - CTE WASH MS			-	-	-	-	-	34,572	-	-	-	34,572
Z - CTE WILS MS			-	-	-	-	-	-	-	-	-	-
Z - DON BEN DROP OFF					-	-	-	-				-
Z - DON BEN SS		171,780	1,663									173,442
Z - DSC CUL ACAD (2) (3)	96,644	860,319	298,298	7,179	-	(14,100)						1,248,340
Z - DW BOG CLK SPKR		1,436,405	-									1,436,405
Z - DW ECM09 (2)	-	3,324,553	1,612,516	52,444	978							4,990,491
Z - DW EXT IMPROV	-	33,772	-	-	-							33,772
Z - E-RATE ALTA ES								88,088	-	-		88,088
Z - E-RATE BLA HS								403,083	25,594	-		428,677
Z - E-RATE BURBANK								-	-			-
Z - E-RATE CLEVE ES								101,114	12,178	-		113,292
Z - E-RATE DON BEN								140,295	7,384	-		147,679
Z - E-RATE DSC								-	-			-
Z - E-RATE ED CTR								-	-			-
Z - E-RATE ELI MS								242,432	12,760	-		255,192
Z - E-RATE FIELD ES								107,628	5,665	-		113,292
Z - E-RATE FOCUS PT								-	-			-
Z - E-RATE FRANK ES								164,241	8,644	-		172,886
Z - E-RATE HAM ES								131,574	6,925	-		138,499
Z - E-RATE HODGES								-	-			-
Z - E-RATE JACK ES								123,962	6,524	-		130,487
Z - E-RATE JEFF ES								149,018	7,843	-		156,861
Z - E-RATE JMUIR HS								485,754	70,088	-		555,842
Z - E-RATE LOMA ALTA (2)								116,338	(52,691)	-		63,647
Z - E-RATE LONGFELL ES (2)								63,452	66,905	-		130,358
Z - E-RATE MAD ES								45,416	50,684	-		96,100
Z - E-RATE MARSF FUND SEC								329,716	98,475	-		428,192
Z - E-RATE McKIN ES								168,594	19,815	-		188,409
Z - E-RATE NOR COO ALT								139,186	7,326	-		146,511
Z - E-RATE PHS								612,016	32,211	-		644,227
Z - E-RATE RO CITY HS								127,768	6,725	-		134,493
Z - E-RATE ROOSE ES								91,295	4,805	-		96,100
Z - E-RATE SAN RAFA ES								84,964	9,966	-		94,930
Z - E-RATE SIE MAD MS (2)								304,371	(4,373)	-		299,998
Z - E-RATE SIERRA MADRE ES								-	-			-
Z - E-RATE WASH ACC								239,265	12,593	-		251,858
Z - E-RATE WASH MS (2)								235,433	26,056	-		261,489
Z - E-RATE WEB ES (2)								132,683	6,983	-		139,666
Z - E-RATE WILLARD 25.0 (2)								-	-	-		-
Z - E-RATE WILSON 25.0 (2)								-	-	-		-
Z - ELI MS Field Bleachers (2)		28,112	2,455	7,814	0	54,454	-					92,835
Z - ELI MS KITCHEN (2)					-	6,000	-	-				6,000
Z - ELI MS LS (2)		154,651	53,732	412,964	605	-						621,952
Z - FIELD ES Water Meter		-	39,013									39,013
Z - FRANK ES LIBR ADD		595,547	1,578									597,124
Z - HAM ES WATER					-	56,828	-					56,828
Z - JMUIR HS Art Turf	254,485	805,064	-	-	-							1,059,549

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<b>21.1 - GOB (Measure TT)</b>	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	
Z - JMUIR HS Bldg G (2)			13,680	349,999	40,604							404,282
Z - LO ALT ES Meter Sep		-	27,356									27,356
Z - LO ALT ES MOD		120,113	26,990	23,900	-							171,002
Z - LO ALT ES Pre K Con	13,582	168,447	-									182,030
Z - LO ALT ES Ret Wall		222,836	790,746	-								1,013,583
Z - LONGFELL ES CC Mod (2)		53,328	243,233	2,814	-							299,375
Z - MARSH HS Elec Upgrds (2)		58,574	37,419	11,498	245,310							352,802
Z - MARSH HS Libr Imp (2)		141,349	61,337	1,547,472	10,059							1,760,215
Z - MARSH HS Meteor Sep		-	21,090	-								21,090
Z - MARSH HS Window Replace (2)		213,674	1,390,672	163,516	-							1,767,862
Z - McKIN ES WATER					-	112,485	-					112,485
Z - NOR COO ALT Shad Struct (2)		71,454	4,256	-	-							75,710
Z - NOR COO ALT Water Meter (2)			21,400	-	-	-	-					21,400
Z - PHS ASF	26,286	1,243,480	1,035									1,270,800
Z - PHS FIELD (2)	8,150	611,546	6,380	-	-	-						626,077
Z - PHS FIRE ALARM (2)					36,005	-	0	-				36,005
Z - ROOSE ES Auto Dr Opnrs		98,844	-									98,844
Z - SAN RAFA ES PHASE I	-	99,940	301									100,241
Z - SIE MAD LOW PH I New Const (2)		196,755	522,725	629,943	2,728,786	4,538	2,875					4,085,621
Z - WEB ES Kitchen (2)		13,681	6,178	-	-							19,858
Z - WEB ES Play Equip		18,750	-									18,750
Z - WEB ES Shade Structure		-	132,613	-								132,613
Z - WILL ES Ext Upgr	308,704	346,023	2,647									657,374
Z - WILL ES Field	8,453	114,731	-	-	-	-						123,183
Z - WILL ES Pow & FA Upg		161,200	229,997	2,500								393,697
Z - WILL ES-MU	35,423	322,393	28,540									386,356
Z - WILL ES-Water Meter			47,115	-								47,115
Z - WILS MS CR DEMO	-	77,201										77,201
Z - WILS MS Paint & Wind Re	272,670	501,938	-									774,607
Z - WILS MS WATER		-	79,225	-								79,225
Z(MTT) - JACK ES Ph I		143,168	23,861	25,339	-							192,368
Z(MTT) - JMUIR HS KITCHEN					-	6,000	-					6,000
Z(MTT) - MAD ES Windows		123,838	669,795	65,151	-							858,784
Z12.0 - WILL ES CC FUND 12.0		-	3,017	-								3,017
<b>Total Project Fund Demand</b>	<b>1,478,357</b>	<b>26,039,173</b>	<b>26,753,902</b>	<b>14,706,401</b>	<b>21,065,830</b>	<b>34,574,369</b>	<b>54,364,255</b>	<b>38,263,458</b>	<b>32,746,599</b>	<b>109,778,590</b>	<b>7,717,349</b>	<b>367,488,283</b>
<b>Ending Balance</b>	<b>2,651,767</b>	<b>99,004,245</b>	<b>74,021,561</b>	<b>60,542,466</b>	<b>165,605,917</b>	<b>132,010,916</b>	<b>78,405,012</b>	<b>142,007,135</b>	<b>110,702,189</b>	<b>2,008,195</b>	<b>(5,709,154)</b>	<b>(5,709,154)</b>

## ATTACHMENT No. 3



Consolidated Budget Status Report  
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures  
WARNING: (1) Reconciliation in Progress (2) Unposted Changes

	Budget (includes all funding sources)				Commitments	Expenditures							
School/Project Name/Cost Group/Object Code/Contract Name	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Paid	In Process for PMT	Held Retention	Construction Withholds	Total Expenditures	Remaining Against Committed	% Budget Spent	Remaining Against Budget
Altadena Elementary School													
Addition of 3 Shade Stuctures (95022.0) Total	90,187	-	-	90,187	90,187	90,187	-	-	-	90,187	-	100.0%	-
Measure T E-Rate (95180.0) Total	90,000	17,183	-	107,183	107,183	107,183	-	-	-	107,183	-	100.0%	-
Modernization Project (95068.0) (2) Total	7,984,932	2,040,000	454,732	10,479,664	10,297,650	10,295,409	518	-	-	10,295,927	1,723	98.2%	183,737
	8,165,119	2,057,183	454,732	10,677,034	10,495,020	10,492,779	518	-	-	10,493,297	1,723	98.3%	183,737
Aveson Charter School (Noyes)													
Portable N Demolition Project (95029.0) Total	30,654	-	-	30,654	30,654	30,654	-	-	-	30,654	-	100.0%	-
	30,654	-	-	30,654	30,654	30,654	-	-	-	30,654	-	100.0%	-
Blair High School													
04A Modernization of Main Building (95056.0) (2) Total	12,058,297	387,891	16,883,692	29,329,880	26,596,187	17,991,794	596,133	-	-	18,587,927	8,008,260	63.4%	10,741,953
04b Track and Field (95005.0) (2) Total	-	-	1,226,341	1,226,341	1,091,358	700,629	282,377	47,642	-	1,030,647	60,711	84.0%	195,694
Blair Middle School Campus (95001.0) (2) Total	18,555,111	110,303	50	18,665,464	18,665,464	18,665,464	-	-	-	18,665,464	-	100.0%	(0)
Measure T E-Rate (95180.0) Total	270,000	200,508	-	470,508	470,508	470,508	-	-	-	470,508	-	100.0%	-
PROJECT CNLD - New 9th Grade Classroom Wing (9505 (2) Total	9,725,008	(8,328,314)	(249,915)	1,146,779	1,146,779	1,146,779	-	-	-	1,146,779	-	100.0%	-
	40,608,416	(7,629,612)	17,860,168	50,838,972	47,970,297	38,975,175	878,509	47,642	-	39,901,325	8,068,971	78.5%	10,937,647
Burbank Elementary School													
Electrical Panel Upgrade (95064.0) Total	88,364	-	-	88,364	88,364	88,364	-	-	-	88,364	-	100.0%	-
Lunch Shelter/Renovation (95131.0) (2) Total	1,398,224	(6,565)	(429,646)	962,013	980,349	785,736	120,989	-	-	906,725	73,624	94.3%	55,288
Renovation of Hodges (old 95140.0 merged om new 95 (2) Total	250,000	6,565	(2,981)	253,584	253,584	253,584	-	-	-	253,584	-	100.0%	(0)
	1,736,587	0	(432,627)	1,303,960	1,322,297	1,127,685	120,989	-	-	1,248,673	73,624	95.8%	55,287
Career Technical													
Career Technical Education Projects (95145.0) (2) Total	15,000,000	(12,239,236)	(23,289)	2,737,475	2,683,000	2,683,000	-	-	-	2,683,000	(0)	98.0%	54,475
CTE KLRN TV (95145.0) Total	2,800,000	(2,699,493)	-	100,507	100,507	100,507	-	-	-	100,507	-	100.0%	-
	17,800,000	(14,938,728)	(23,289)	2,837,982	2,783,507	2,783,507	-	-	-	2,783,507	(0)	98.1%	54,475
Central Kitchen													
Culinary Academy/Kitchen Construction (95007.0) (2) (3) Total	1,262,440	-	(14,100)	1,248,340	1,248,340	1,248,340	-	-	-	1,248,340	-	100.0%	-
	1,262,440	-	(14,100)	1,248,340	1,248,340	1,248,340	-	-	-	1,248,340	-	100.0%	-
Cleveland Elementary School													
CLEVE - Student Safety Wall & Flooring Padding (1) (3) Total	8,550	-	-	8,550	8,506	8,506	-	-	-	8,506	-	99.5%	44
Measure T E-Rate (95180.0) Total	115,200	26,234	-	141,434	141,434	141,434	-	-	-	141,434	-	100.0%	-
Modernize Kitchen (95121.0) (2) Total	620,711	(167,573)	-	453,138	110,125	110,125	-	-	-	110,125	-	24.3%	343,013
New Classroom Wing (95031.0) (2) Total	3,850,205	186,321	565,282	4,601,808	4,601,809	4,601,809	-	-	-	4,601,809	-	100.0%	(0)
	4,594,666	44,982	565,282	5,204,931	4,861,874	4,861,874	-	-	-	4,861,874	-	93.4%	343,057
District Service Center													
Facilities Administration (95000.0) (2) Total	12,000,000	278,302	6,535,194	18,813,496	14,483,871	13,698,255	2,553	-	-	13,700,808	783,062	72.8%	5,112,687
	12,000,000	278,302	6,535,194	18,813,496	14,483,871	13,698,255	2,553	-	-	13,700,808	783,062	72.8%	5,112,687
District-Wide													
Bogen Clock Speaker System (95032.0) Total	1,436,405	-	-	1,436,405	1,436,405	1,436,405	-	-	-	1,436,405	-	100.0%	-
DW - PRI 0 - Roofing (95135.0) Total	452,023	(48,679)	-	403,344	403,341	403,341	-	-	-	403,341	-	100.0%	3
DW - PRI 0 - Windows (95136.0) (2) Total	6,739,563	-	(6,591,677)	147,886	116,236	116,236	-	-	-	116,236	-	78.6%	31,650
Energy Conservation Measures (95019.0) (2) Total	5,233,990	-	-	5,233,990	5,233,991	5,233,991	-	-	-	5,233,991	-	100.0%	(0)
Exterior Improvements (95036.0) Total	33,772	-	-	33,772	33,772	33,772	-	-	-	33,772	-	100.0%	-
	13,895,754	(48,679)	(6,591,677)	7,255,398	7,223,745	7,223,745	-	-	-	7,223,745	-	99.6%	31,653
Don Benito Elementary School													
11 HVAC and Kitchen (95146.0) (2) Total	156,674	-	201,647	358,321	186,335	136,706	10,791	-	-	147,496	38,839	41.2%	210,824
Interim Housing (95181.0) (2) Total	3,521	-	401,758	405,279	626,064	397,779	-	-	-	397,779	228,285	98.1%	7,500
Measure T E-Rate (95180.0) Total	151,200	(1,158)	-	150,042	150,042	150,042	-	-	-	150,042	-	100.0%	-
New Admin Bldg (95097.0) (2) Total	4,167,054	94,308	866,990	5,128,352	925,345	763,117	6,189	-	-	769,306	156,039	15.0%	4,359,046
Playground Structures (95043.0) Total	173,442	-	-	173,442	173,442	173,442	-	-	-	173,442	-	100.0%	-
	4,651,891	93,150	1,470,394	6,215,435	2,061,228	1,621,085	16,980	-	-	1,638,065	423,163	26.4%	4,577,370



Consolidated Budget Status Report  
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WARNING: (1) Reconciliation in Progress (2) Unposted Changes

School/Project Name/Cost Group/Object Code/Contract Name	Budget (includes all funding sources)				Commitments	Expenditures							
	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget		Paid	In Process for PMT	Held Retention	Construction Withholds	Total Expenditures	Remaining Against Committed	% Budget Spent	Remaining Against Budget
Eliot Middle School													
08 Eliot New HVAC (95146.0) (2) Total	-	2,927	1,499,418	1,502,345	1,494,902	389,565	-	42,769	-	432,334	1,062,568	28.8%	1,070,012
Auditorium/Cafe Modernization (95015.0) (2) Total	5,793,171	1,165,055	1,148,219	8,106,445	7,571,827	7,523,723	222	-	-	7,523,945	47,882	92.8%	582,500
Career Technical Education (95145.0) (2) Total	250,000	(220,739)	-	29,261	29,261	29,261	-	-	-	29,261	-	100.0%	-
Field Bleacher Replacement & ADA Upgrades (95053.0) (2) Total	110,925	(55,544)	37,454	92,835	92,835	92,835	-	-	-	92,835	-	100.0%	-
Kitchen Modernization (95147.0) (2) Total	906,889	(6,299)	(894,590)	6,000	6,000	6,000	-	-	-	6,000	-	100.0%	-
Lunch Shelter (95034.0) (2) Total	615,298	6,299	355	621,952	616,602	616,602	-	-	-	616,602	-	99.1%	5,350
Measure T E-Rate (95180.0) Total	264,000	4,318	-	268,318	268,318	268,318	-	-	-	268,318	-	100.0%	-
	7,940,283	896,016	1,790,856	10,627,155	10,079,743	8,926,303	222	42,769	-	8,969,293	1,110,450	84.4%	1,657,861
Field Elementary School													
Measure T E-Rate (95180.0) Total	115,200	(95)	-	115,105	115,105	115,105	-	-	-	115,105	-	100.0%	-
Modernization (95069.0) (2) Total	1,981,281	461,375	1,324,781	3,767,437	3,513,307	3,500,205	-	-	-	3,500,205	13,102	92.9%	267,231
Water Meter Separation (95106.0) Total	39,013	-	-	39,013	39,013	39,013	-	-	-	39,013	-	100.0%	-
	2,135,494	461,279	1,324,781	3,921,555	3,667,425	3,654,323	-	-	-	3,654,323	13,102	93.2%	267,231
Franklin Elementary School													
Measure T E-Rate (95180.0) Total	180,000	13,338	-	193,338	193,338	193,338	-	-	-	193,338	-	100.0%	-
Modernize Cafe/MPR/Windows (95066.0) Total	1,693,674	449,722	-	2,143,396	2,140,809	2,140,809	-	-	-	2,140,809	-	99.9%	2,587
New Library/Shade Structure (95035.0) Total	597,125	(0)	-	597,124	593,078	593,078	-	-	-	593,078	-	99.3%	4,047
	2,470,799	463,060	-	2,933,859	2,927,225	2,927,225	-	-	-	2,927,225	-	99.8%	6,634
Hamilton Elementary School													
Hamilton ES - PRI 0 - HVAC (95155.0) (2) Total	127,235	-	(127,235)	-	-	-	-	-	-	-	-	-	-
Measure T E-Rate (95180.0) Total	144,000	5,758	-	149,758	149,758	149,758	-	-	-	149,758	-	100.0%	-
Modernization MPR/Café (95071.0) Total	4,063,023	222,522	-	4,285,545	4,226,308	4,226,308	-	-	-	4,226,308	-	98.6%	59,237
	4,334,258	228,280	(127,235)	4,435,303	4,376,066	4,376,066	-	-	-	4,376,066	-	98.7%	59,237
Jackson Elementary School													
13 Modernization / Parking Lot (95052.0) Total	3,473,558	1,848,175	-	5,321,733	3,688,059	3,200,413	18,803	-	-	3,219,216	468,844	60.5%	2,102,518
Measure T E-Rate (95180.0) Total	133,200	(626)	-	132,574	132,574	132,574	-	-	-	132,574	-	100.0%	-
Phase I Completed Projects (95020.0 / 95039.0 / 95 Total	192,814	(446)	-	192,368	192,368	192,368	-	-	-	192,368	-	100.0%	-
	3,799,572	1,847,103	-	5,646,675	4,013,002	3,525,355	18,803	-	-	3,544,158	468,844	62.8%	2,102,518
Jefferson Elementary School													
Measure T E-Rate (95180.0) Total	162,000	(2,629)	-	159,371	159,371	159,371	-	-	-	159,371	-	100.0%	-
Modernization (95079.0) (2) Total	4,714,851	15,000	(3,785,029)	944,822	806,389	806,389	-	-	-	806,389	-	85.3%	138,433
New Child Care Center (95073.0) (2) Total	4,252,224	(3,797,050)	(56,808)	398,366	333,153	332,171	-	-	-	332,171	982	83.4%	66,195
	9,129,075	(3,784,679)	(3,841,837)	1,502,558	1,298,912	1,297,930	-	-	-	1,297,930	982	86.4%	204,628
John Muir High School													
03a Modernization, Abatement & Kitchen (95051.0) (2) Total	15,738,144	14,568,228	-	30,306,372	28,358,515	17,241,500	1,212,788	688,263	4,497	19,147,049	9,211,467	63.2%	11,159,323
03b JMuir Black Box Theater Project (95183.0) Total	3,512,537	80,029	-	3,592,566	3,535,591	3,349,244	6,249	159,856	-	3,515,349	20,242	97.9%	77,216
03c Bldg D Accessibility / CDBG Project (95812.0) Total	175,608	(111,350)	-	64,258	42,558	42,558	-	-	-	42,558	-	66.2%	21,700
Artificial Surface Field & Track (95004.0) Total	1,935,720	187,182	-	2,122,903	2,122,903	2,122,903	-	-	-	2,122,903	-	100.0%	-
Building G & L Window Replacement (95125.0) (2) Total	437,940	-	(33,658)	404,282	404,282	404,282	-	-	-	404,282	-	100.0%	-
Career Technical Education (95145.0) Total	3,700,000	(3,609,291)	-	90,709	90,596	90,596	-	-	-	90,596	-	99.9%	113
JMuir Culinary Arts Project (95184.0) (2) Total	1,450,000	(1,280,552)	(147,841)	21,607	21,606	21,606	-	-	-	21,606	-	100.0%	1
Kitchen Moderniation (95154.0) Total	834,900	(828,900)	-	6,000	6,000	6,000	-	-	-	6,000	-	100.0%	-
Measure T E-Rate (95180.0) Total	570,000	38,751	-	608,751	608,751	608,751	-	-	-	608,751	-	100.0%	-
Security Sytem (95132.0) Total	179,234	-	-	179,234	159,785	159,785	-	-	-	159,785	-	89.1%	19,449
	28,534,083	9,044,096	(181,499)	37,396,681	35,350,586	24,047,224	1,219,037	848,119	4,497	26,118,878	9,231,708	69.8%	11,277,803
Linda Vista Elementary School													
Interior Structural Cleanup (95014.0) Total	34,800	-	-	34,800	34,800	34,800	-	-	-	34,800	-	100.0%	-
Linda Vista ES Modernization (95188.0) Total	612,233	(378,520)	-	233,713	137,250	137,250	-	-	-	137,250	-	58.7%	96,463
	647,033	(378,520)	-	268,513	172,050	172,050	-	-	-	172,050	-	64.1%	96,463





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WARNING: (1) Reconciliation in Progress (2) Unposted Changes

	Budget (includes all funding sources)				Commitments	Expenditures							
School/Project Name/Cost Group/Object Code/Contract Name	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Paid	In Process for PMT	Held Retention	Construction Withholds	Total Expenditures	Remaining Against Committed	% Budget Spent	Remaining Against Budget
Loma Alta Elementary School													
Measure T E-Rate (95180.0) (2) Total	133,200	(1,814)	(65,670)	65,716	65,716	65,716	-	-	-	65,716	-	100.0%	-
Modernization Project (95033.0) Total	176,310	-	-	176,310	176,310	176,310	-	-	-	176,310	-	100.0%	-
Pre K conversion & Fire sprinkler enclosure (95012 Total	321,154	-	-	321,154	321,154	321,154	-	-	-	321,154	-	100.0%	-
Retaining Wall & Street Improvements (95059.0) Total	1,013,583	-	-	1,013,583	1,013,583	1,013,583	-	-	-	1,013,583	-	100.0%	-
Water Meter Separation (95101.0) Total	27,355	-	-	27,355	27,355	27,355	-	-	-	27,355	-	100.0%	-
	1,671,602	(1,814)	(65,670)	1,604,118	1,604,118	1,604,118	-	-	-	1,604,118	-	100.0%	-
Longfellow Elementary School													
10 Longfellow HVAC (95146.0) (2) Total	2,176,000	67,000	-	2,243,000	2,222,186	304,283	-	15,784	-	320,067	1,902,119	14.3%	1,922,933
Child Care Center (95061.0) (2) Total	299,375	-	-	299,375	299,375	299,375	-	-	-	299,375	-	100.0%	-
Measure T E-Rate (95180.0) (2) Total	133,200	(626)	(129)	132,446	132,574	132,446	-	-	-	132,446	129	100.0%	-
New Kitchen Bldg/Lunch Shelter/Auditorium (95050.0 Total	2,763,811	(784,575)	-	1,979,236	1,379,779	1,185,070	629	5,042	-	1,190,740	189,038	60.2%	788,496
	5,372,386	(718,201)	(129)	4,654,057	4,033,914	1,921,173	629	20,826	-	1,942,628	2,091,286	41.7%	2,711,429
Madison Elementary School													
Bldg A & Auditorium Renovation (95010.0) (2) Total	7,134,266	-	(6,537,123)	597,143	596,259	596,259	-	-	-	596,259	-	99.9%	884
Kitchen Modernization (95048.0) (2) Total	2,949,220	-	(2,639,824)	309,396	309,396	309,396	-	-	-	309,396	-	100.0%	-
Measure T E-Rate (95180.0) Total	97,200	18,124	-	115,324	115,324	115,324	-	-	-	115,324	-	100.0%	-
Modernization (95063.0) (2) Total	3,448,999	871,509	(142,654)	4,177,853	4,167,566	4,041,873	-	-	-	4,041,873	125,693	96.7%	135,981
Window Replacement (95084.0) Total	858,784	-	-	858,784	858,784	858,784	-	-	-	858,784	-	100.0%	-
	14,488,469	889,632	(9,319,602)	6,058,499	6,047,328	5,921,635	-	-	-	5,921,635	125,693	97.7%	136,865
Marshall Fundamental Secondary School													
09 Marshall New AC Project (95146.0) Total	3,512,243	-	-	3,512,243	3,423,445	927,840	-	103,085	-	1,030,925	2,392,520	29.4%	2,481,318
Career Technical Education (95145.0) Total	1,000,000	(999,150)	-	850	850	850	-	-	-	850	-	100.0%	-
Electrical Upgrades (95091.0) (2) Total	395,107	-	(42,306)	352,801	352,801	352,801	-	-	-	352,801	-	100.0%	-
Library Modernization & Site Improvements (95082. (2) Total	1,767,046	-	(6,831)	1,760,215	1,760,215	1,760,215	-	-	-	1,760,215	-	100.0%	-
Marshall Old Gym Renovation Project (95185.0) Total	1,500,000	(165,065)	-	1,334,935	1,334,934	1,333,706	-	-	-	1,333,706	1,228	99.9%	1,229
Measure T E-Rate (95180.0) Total	438,000	(2,957)	-	435,043	435,043	435,043	-	-	-	435,043	-	100.0%	-
Sports Complex (95049.0) (2) Total	13,567,310	(112,663)	(73,000)	13,381,647	12,683,917	12,605,253	259	-	70,795	12,676,307	7,610	94.7%	705,341
Water Meter Separation (95103.0) Total	21,090	-	-	21,090	21,090	21,090	-	-	-	21,090	-	100.0%	-
Window Replacement (95094.0) (2) Total	1,767,862	-	-	1,767,862	1,767,862	1,767,862	-	-	-	1,767,862	-	100.0%	-
	23,968,658	(1,279,835)	(122,136)	22,566,687	21,780,158	19,204,661	259	103,085	70,795	19,378,800	2,401,358	85.9%	3,187,887
McKinley Elementary School													
Career Technical Education (95145.0) Total	250,000	(198,381)	-	51,619	51,619	51,619	-	-	-	51,619	-	100.0%	-
Measure T E-Rate (95180.0) Total	192,000	(577)	-	191,423	191,423	191,423	-	-	-	191,423	-	100.0%	-
Phase I New Construction (95046.0) (2) Total	18,130,406	5,279,621	470,592	23,880,619	23,862,822	23,862,822	-	-	-	23,862,822	-	99.9%	17,796
Phase II Modernization (95123.0) (2) Total	17,907,526	(15,838,237)	-	2,069,289	1,972,349	737,219	14,195	9,187	-	760,601	1,211,749	36.8%	1,308,688
Water Meter Separation (95159.0) Total	121,809	(9,324)	-	112,485	112,485	112,485	-	-	-	112,485	-	100.0%	-
	36,601,741	(10,766,898)	470,592	26,305,435	26,190,699	24,955,568	14,195	9,187	-	24,978,950	1,211,749	95.0%	1,326,484
Norma Coombs Alternative													
05a New CR Wing & Admin Bldg (95133.0) (2) Total	4,036,238	5,267,936	73,000	9,377,174	9,230,482	6,659,571	14,601	235,145	-	6,909,317	2,321,165	73.7%	2,467,858
05b Norma Coombs Central Plant Repl (95146.0) (2) Total	1,500,000	-	-	1,500,000	1,338,097	5,191	3,180	-	-	8,371	1,329,726	0.6%	1,491,629
Measure T E-Rate (95180.0) Total	151,200	(2,345)	-	148,855	148,855	148,855	-	-	-	148,855	-	100.0%	-
Shade Structures/Field Renovation (95023.0) (2) Total	75,710	-	-	75,710	75,710	75,710	-	-	-	75,710	-	100.0%	(0)
Water Meter Separation (95116.0) (2) Total	21,400	-	-	21,400	21,400	21,400	-	-	-	21,400	-	100.0%	-
	5,784,548	5,265,592	73,000	11,123,140	10,814,544	6,910,727	17,781	235,145	-	7,163,653	3,650,891	64.4%	3,959,486
Pasadena High School													
02a Modernize Gymnasium Complex (95075.0) (2) Total	15,805,291	155,956	2,463,225	18,424,472	16,858,265	8,582,023	27,097	308,445	-	8,917,565	7,940,699	48.4%	9,506,907
02b Campus Appearance/Identity (95080.0) Total	1,595,965	(1,455,085)	-	140,880	133,951	107,999	-	-	-	107,999	25,952	76.7%	32,882
02c ADA Upgrade (DSA) (95074.0) (2) Total	843,158	(129,855)	375	713,678	570,735	483,678	-	-	-	483,678	87,057	67.8%	230,000
02d Campus Upgrds/Restrooms Upgrades (95119.0) Total	3,363,799	(161,293)	-	3,202,506	2,265,223	2,032,672	-	-	-	2,032,672	232,551	63.5%	1,169,834



Consolidated Budget Status Report  
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures  
WARNING: (1) Reconciliation in Progress (2) Unposted Changes

	Budget (includes all funding sources)				Commitments	Expenditures							
School/Project Name/Cost Group/Object Code/Contract Name	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Paid	In Process for PMT	Held Retention	Construction Withholds	Total Expenditures	Remaining Against Committed	% Budget Spent	Remaining Against Budget
Artificial Track & Field (95005.0) Total	2,120,835	-	-	2,120,835	2,121,921	2,121,921	-	-	-	2,121,921	-	100.1%	(1,086)
Career Technical Education (95145.0) Total	1,107,565	(990,972)	-	116,593	122,943	116,593	-	-	-	116,593	6,350	100.0%	-
Drainage at Fields (95006.0) (2) Total	1,412,843	-	(680,159)	732,684	732,684	732,684	-	-	-	732,684	-	100.0%	(0)
Fire Alarm Corrections (95161.0) (2) Total	110,817	-	(74,812)	36,005	36,005	36,005	-	-	-	36,005	-	100.0%	-
Kitchen Project (95139.0) (2) Total	834,900	-	-	834,900	445,200	285,459	-	-	-	285,459	159,741	34.2%	549,441
Measure T E-Rate (95180.0) Total	660,000	(5,465)	-	654,535	654,535	654,535	-	-	-	654,535	-	100.0%	-
Security System Upgrades (95117.0) (2) Total	389,400	-	(140,976)	248,424	248,424	248,424	-	-	-	248,424	-	100.0%	-
	28,244,573	(2,586,713)	1,567,653	27,225,513	24,189,887	15,401,993	27,097	308,445	-	15,737,535	8,452,352	57.8%	11,487,979
Roosevelt Elementary School											-		
Auto Door Openers (95062.0) Total	98,844	-	-	98,844	98,844	98,844	-	-	-	98,844	-	100.0%	-
Measure T E-Rate (95180.0) Total	97,200	438	-	97,638	97,638	97,638	-	-	-	97,638	-	100.0%	-
	196,044	438	-	196,481	196,481	196,481	-	-	-	196,481	-	100.0%	-
Roosevelt Elementary School											-		
12 Multi-purpose Facility (95025.0) (2) Total	6,557,157	244,657	842,806	7,644,620	1,961,967	1,830,460	-	-	-	1,830,460	131,507	23.9%	5,814,160
	6,557,157	244,657	842,806	7,644,620	1,961,967	1,830,460	-	-	-	1,830,460	131,507	23.9%	5,814,160
Rose City High School											-		
07 Rose City Modification (95170.0) (2) Total	250,000	363,660	10,947	624,608	450,830	394,541	-	7,175	-	401,716	49,114	64.3%	222,892
Career Technical Education (95145.0) Total	383,000	(150,393)	-	232,608	232,608	232,608	-	-	-	232,608	-	100.0%	-
Measure T E-Rate (95180.0) Total	138,000	(1,355)	-	136,645	136,645	136,645	-	-	-	136,645	-	100.0%	-
	771,000	211,912	10,947	993,860	820,082	763,793	-	7,175	-	770,968	49,114	77.6%	222,892
San Rafael Elementary School											-		
Measure T E-Rate (95180.0) Total	97,200	(751)	-	96,449	96,449	96,449	-	-	-	96,449	-	100.0%	-
Modernization (95030.0) (2) Total	4,027,925	(1,440,247)	(512,592)	2,075,086	1,910,472	1,893,469	210	-	-	1,893,679	16,793	91.3%	181,408
Phase I (95017.0) Total	412,943	-	-	412,943	412,943	412,943	-	-	-	412,943	-	100.0%	-
	4,538,068	(1,440,997)	(512,592)	2,584,478	2,419,864	2,402,861	210	-	-	2,403,071	16,793	93.0%	181,408
Sierra Madre Elementary School											-		
06 Phase II Upgrades (95126.0) Total	665,376	683,075	-	1,348,451	736,353	678,955	1,217	-	-	680,172	56,181	50.4%	668,279
Phase I - New Permanent Classroom Building (95060. (2) Total	4,115,450	(29,828)	(0)	4,085,621	4,074,221	4,074,221	-	-	-	4,074,221	-	99.7%	11,400
	4,780,826	653,246	(0)	5,434,072	4,810,575	4,753,176	1,217	-	-	4,754,393	56,181	87.5%	679,679
Sierra Madre Middle School											-		
Career Technical Education (95145.0) Total	250,000	(211,887)	-	38,113	38,113	38,113	-	-	-	38,113	-	100.0%	-
Measure T E-Rate (95180.0) (2) Total	115,200	219,093	(29,030)	305,263	305,263	305,263	-	-	-	305,263	-	100.0%	-
New MS Campus (95038.0) Total	32,088,340	6,887,866	-	38,976,205	38,681,439	38,517,420	-	-	-	38,517,420	164,019	98.8%	458,786
	32,453,540	6,895,071	(29,030)	39,319,581	39,024,814	38,860,795	-	-	-	38,860,795	164,019	98.8%	458,786
Technology Modification											-		
Technology Modifications (95144.0) Total	5,000,000	(1,923,862)	-	3,076,138	3,075,434	3,075,434	-	-	-	3,075,434	0	100.0%	705
	5,000,000	(1,923,862)	-	3,076,138	3,075,434	3,075,434	-	-	-	3,075,434	0	100.0%	705
Washington Accelerated Elementary School											-		
01 New Classroom/MPR Bldg (95045.0) (2) Total	15,862,128	4,568,197	188,831	20,619,155	19,813,553	19,509,605	56,064	-	58,884	19,624,553	189,000	95.2%	994,602
Campus Improvements - Measure Y Total	403,989	42,486	-	446,475	439,681	439,681	-	-	-	439,681	-	98.5%	6,794
Measure T E-Rate (95180.0) Total	259,200	(3,312)	-	255,888	255,888	255,888	-	-	-	255,888	-	100.0%	-
New Child Care Center (95067.0) (2) Total	2,245,881	-	(2,116,184)	129,697	214,307	110,056	201	1,722	-	111,980	102,328	86.3%	17,717
	18,771,198	4,607,370	(1,927,354)	21,451,214	20,723,429	20,315,230	56,265	1,722	58,884	20,432,102	291,328	95.2%	1,019,113
Washington Middle School											-		
Career Technical Education (95145.0) Total	1,750,000	(1,715,428)	-	34,572	34,572	34,572	-	-	-	34,572	-	100.0%	-
Measure T E-Rate 95180.0 (2) Total	270,000	-	13,359	283,359	283,359	283,359	-	-	-	283,359	-	100.0%	-
New Constr. & Mod. (95081.0) (2) Total	18,907,195	210,000	(2,782,996)	16,334,199	14,034,937	13,822,334	-	-	-	13,822,334	212,603	84.6%	2,511,865
	20,927,195	(1,505,428)	(2,769,637)	16,652,131	14,352,868	14,140,266	-	-	-	14,140,266	212,603	84.9%	2,511,865
Webster Elementary School											-		
Aud/AdminBldg/Kitchen/Playground (95047.0) (2) Total	3,450,386	101,181	(1,589,104)	1,962,462	1,962,326	1,958,710	-	-	-	1,958,710	3,616	99.8%	3,752





Consolidated Budget Status Report  
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures  
WARNING: (1) Reconciliation in Progress (2) Unposted Changes

	Budget (includes all funding sources)				Commitments	Expenditures							
School/Project Name/Cost Group/Object Code/Contract Name	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Paid	In Process for PMT	Held Retention	Construction Withholds	Total Expenditures	Remaining Against Committed	% Budget Spent	Remaining Against Budget
Kitchen Modernization (95083.0) (2) Total	1,535,960	(1,491,248)	(24,854)	19,858	19,858	19,858	-	-	-	19,858	-	100.0%	-
Measure T E-Rate 95180.0 (2) Total	144,000	-	6,744	150,744	150,744	150,744	-	-	-	150,744	-	100.0%	-
Playground Equipment (95047.0) Total	18,750	-	-	18,750	18,750	18,750	-	-	-	18,750	-	100.0%	-
Preschool Shade Structure (95105.0) Total	183,613	(51,000)	-	132,613	132,613	132,613	-	-	-	132,613	-	100.0%	-
	5,332,709	(1,441,066)	(1,607,214)	2,284,428	2,284,292	2,280,676	-	-	-	2,280,676	3,616	99.8%	3,752
Willard Elementary School											-		
Child Care Center (12.0) Total	192,705	(20,263)	-	172,442	169,425	169,425	-	3,017	-	172,442	(3,017)	100.0%	-
Exterior Upgrade & Window Replacement (95008.0) Total	693,217	(8,804)	-	684,413	684,413	684,413	-	-	-	684,413	-	100.0%	-
Field Installation/Irrigation & Demo (95003.0) Total	168,183	-	-	168,183	168,183	168,183	-	-	-	168,183	-	100.0%	-
Kinder and Pre-K Complex (95115.0) Total	3,735,484	350,841	-	4,086,325	4,066,204	4,065,084	1,120	-	-	4,066,204	-	99.5%	20,121
Multi-Use Room (95002.0) Total	438,337	-	-	438,337	438,337	438,337	-	-	-	438,337	-	100.0%	-
New HVAC (95187.0) Total	633,561	-	-	633,561	464,404	42,459	2,220	-	-	44,679	419,725	7.1%	588,882
Power & Fire Alarm Upgrade (95065.0) Total	400,000	(6,302)	-	393,698	393,698	393,698	-	-	-	393,698	-	100.0%	-
Water Meter Separation (95108.0) Total	47,115	-	-	47,115	47,115	47,115	-	-	-	47,115	-	100.0%	-
	6,308,602	315,472	-	6,624,074	6,431,779	6,008,715	3,340	3,017	-	6,015,071	416,708	90.8%	609,003
Wilson Middle School											-		
Classroom Demolition (95028.0) Total	87,624	-	-	87,624	87,624	87,624	-	-	-	87,624	-	100.0%	-
Gym/Locker RM Courtyard Mod (95113.0) (2) Total	3,333,830	1,687,292	114,170	5,135,292	5,043,755	5,034,805	-	-	-	5,034,805	8,949	98.0%	100,487
Interim Housing (95181.0) (2) Total	-	200,000	(192,600)	7,400	7,400	7,400	-	-	-	7,400	-	100.0%	-
Painting & Window Replacement (95009.0) Total	1,178,777	-	-	1,178,777	1,178,777	1,178,777	-	-	-	1,178,777	-	100.0%	-
Water Meter Separation (95109.0) Total	123,853	(44,628)	-	79,225	79,225	79,225	-	-	-	79,225	-	100.0%	-
	4,724,084	1,842,664	(78,430)	6,488,318	6,396,781	6,387,831	-	-	-	6,387,831	8,949	98.5%	100,487
Totals	390,228,521	(12,105,526)	5,322,349	383,445,344	351,524,856	307,925,166	2,378,604	1,627,131	134,176	312,065,078	39,459,778	81.4%	71,380,266

## ATTACHMENT No. 4

Site Budget Inquiry - Summary (PeopleSoft)

Priority	Resource School / Project Name	Expended during current Fiscal Year	Total Current MTT Budget Requirements in PeopleSoft (Sum of Pre- / Encumbrances & Unencumbered Site Balance)	Proposed Changes (including 9% contingencies)	MTT Priority List Plan	Daily Cash Balance 6/11/2018 \$69,845,984.95
	95068.0 ' Altadena Modernization	18,902.80	182,947.20	-182,947.20	0.00	
P04	95056.0 Blair Modernization	12,520,739.33	10,375,762.67	4,370,384.33	14,746,147.00	
P04a	95005.0 ' Blair Track	76,905.12	49,528.88	0.00	49,528.88	
	95131.0 ' Burbank Lunch Shelter	21,909.94	132,090.06	0.00	132,090.06	
	95121.0 ' Cleveland Kitchen Modernization	1,517.00	2,483.00	0.00	2,483.00	
P11	95146.0 Don Benito HVAC	53,384.77	221,615.23	2,600,000.00	2,821,615.23	
	95181.0 Don Benito Interim Housing	0.00	7,500.00	750,000.00	757,500.00	
	95097.0 ' Don Benito Modernization	43,824.88	4,365,975.12	-4,150,000.00	215,975.12	
P08	95146.0 Eliot HVAC	4,647.50	804,052.50	71,963.00	876,015.50	
	95015.0 ' Eliot Modernization	49,358.17	15,113.83	-521.17	14,592.66	
	95000.0 ' Facilities Admin.	1,410,283.81	1,682,409.19	0.00	1,682,409.19	
	95069.0 ' Field Modernization	25,153.99	270,623.01	-270,623.01	0.00	
	95066.0 ' Franklin Modernization	25,785.17	2,587.83	-2,587.83	0.00	
	95071.0 ' Hamilton Cafeteria	2,689.35	15,050.65	-15,050.65	0.00	
P03b	95183.0 J. Muir Black Box Theater	232,821.15	243,321.85	0.00	243,321.85	
P03c	95812.0 J. Muir Bldg D ADA	1,230.56	21,700.44	-21,700.44	0.00	
	95184.0 J. Muir Culinary	14,012.26	0.74	-0.74	0.00	
	95145.0 J. Muir HS District-Wide CTE	1,887.00	113.00	-113.00	0.00	
P03a	95051.0 ' J. Muir Modernization	9,154,351.71	13,101,443.29	0.00	13,101,443.29	
P13	95052.0 ' Jackson Modernization	490,860.60	2,160,596.40		2,160,596.40	
	95073.0 ' Jefferson Childcare Center	-0.02	66,195.02	-66,195.02	0.00	
	95079.0 Jefferson Modernization	3,846.09	176,623.91	0.00	176,623.91	
	95188.0 Linda Vista Modernization	24,498.78	96,463.22	-96,463.22	0.00	
P10	95146.0 Longfellow HVAC	303,844.50	1,939,155.50	0.00	1,939,155.50	
	95050.0 ' Longfellow Kitchen/Auditorium	527,919.37	802,083.63	0.00	802,083.63	
	95010.0 ' Madison Bldg A	32.51	0.49	-0.49	0.00	

	95063.0 ' Madison Modernization	93,511.40	135,980.60	0.00	135,980.60
	95145.0 Marshall District-Wide CTE	0.00	14,475.00	-14,475.00	0.00
P09	95146.0 Marshall HVAC	74.00	999,076.00	89,924.00	1,089,000.00
	95185.0 ' Marshall Old Gym Renovation	84,706.39	1,228.61	-1,228.61	0.00
	95049.0 ' Marshall Sports Complex	100,152.88	849,394.12	-769,394.12	80,000.00
	95046.0 McKinley Phase I	735,665.98	18,306.02	-18,306.02	0.00
	95123.0 McKinley Phase II	126,146.65	1,338,520.35	0.00	1,338,520.35
P05a	95133.0 ' Norma Coombs Admin & Classrm Bldg	4,861,487.48	3,207,603.52	0.00	3,207,603.52
P05b	95146.0 Norma Coombs HVAC	3,193.16	1,496,806.84	0.00	1,496,806.84
P02c	95074.0 ' Pasadena High School ADA	0.00	230,000.00	20,702.00	250,702.00
P02b	95080.0 ' Pasadena High School Campus Identity	118.06	32,881.94	1,650,000.00	1,682,881.94
P02a	95075.0 ' Pasadena High School Gym Modernization	5,331,966.51	9,844,559.49	1,151,291.00	10,995,850.49
	95139.0 Pasadena High School Kitchen	0.00	200,000.00	0.00	200,000.00
P02d	95119.0 Pasadena High School Restrooms	19,166.00	1,169,834.00	105,190.00	1,275,024.00
P12	95025.0 ' Roosevelt	24,840.00	5,814,160.00	-5,700,000.00	114,160.00
	95145.0 Rose City District-Wide CTE	0.00	8,000.00	-8,000.00	0.00
P07	95170.0 ' Rose City Modernization	226,724.92	165,275.08	-140,000.00	25,275.08
	95030.0 ' San Rafael Modernization	158,064.74	181,617.26	213,745.00	395,362.26
P06	95126.0 ' Sierra Madre ES Phase II	186,486.04	675,276.96	-554,000.00	121,276.96
	95038.0 Sierra Madre MS (New)	984,684.02	455,719.98	-124,219.98	331,500.00
P01	95045.0 ' Washington Accelerated	4,736,340.09	1,399,659.91	270,322.00	1,669,981.91
	95136.0 Washington AES District-Wide Windows	0.00	10,150.00	-10,150.00	0.00
	95067.0 ' Washington Children's Center	78,359.96	590,990.04	0.00	590,990.04
	95081.0 ' Washington Middle Modernization	34,506.26	2,560,843.74	0.00	2,560,843.74
	95145.0 Washington MS District-Wide CTE	0.00	30,000.00	-30,000.00	0.00
	95136.0 Washington MS District-Wide Windows	0.00	36,000.00	0.00	36,000.00
	95047.0 Webster Modernization	2,664.00	3,752.00	-3,752.00	0.00
	95187.0 ' Willard HVAC	39,904.23	320,095.77	0.00	320,095.77
	95115.0 ' Willard Kinder & Pre-K	148,519.83	24,195.17	40,000.00	64,195.17
	95113.0 ' Wilson Gym Modernization	10,376.67	272,703.33		272,703.33

## ATTACHMENT No. 5

Budget vs. Commitments and Expenditures  
MTT PRIORITY LIST OF PROJECTS (as per Board Report 3/29/18)

DRAFT

Project Name	Total Fund 21.1 Measure TT Account Ability	Total Budget- Peoplesoft (as of 3/29/18 Board Report)	Total Budget All Funds-AA	Difference	Other Funding	Over/(short) in Peoplesoft	Notes
1 Washington Accelerated Elementary School - New Classroom/MPR Bldg (95045.0) (2)	\$ 20,486,583.00	\$ 20,512,402.00	\$ 20,645,113.00	(\$132,711.00)	\$132,572.00	(\$139.00)	\$132,711.00 Developer Fees
2a Pasadena High School - Modernize Gymnasium Complex (95075.0) (2)	\$ 18,255,746.00	\$ 18,264,746.00	\$ 18,255,746.00	\$9,000.00	\$0.00	\$9,000.00	Fund 25.0 Budget adjustment differential
2b Pasadena High School - Campus Appearance/Identity (95080.0) (2)	\$ 140,080.00	\$ 1,661,230.00	\$ 140,080.00	\$1,521,150.00	\$0.00	\$1,521,150.00	Part of Plan to increase FY 18-19
2c Pasadena High School - ADA Upgrade (DSA) (95074.0) (2)	\$ 713,678.00	\$ 713,678.00	\$ 713,678.00	\$0.00	\$0.00	\$0.00	
2d Pasadena High School - Campus Upgrds/Restrooms Upgrades (95119.0) (2)	\$ 3,202,506.00	\$ 3,202,506.00	\$ 3,202,506.00	\$0.00	\$0.00	\$0.00	Other funding = \$301,203 from 40.2 Asset Sale Proceeds, \$16,847 from 21.0 Measure Y, \$228,424 from 14.0 Deferred Maintenance, \$4,050 from 01.0 General Fund. Un-posted budget adjustment will allocate \$14,000 to other priority projects for FY 18-19
3a John Muir High School - Modernization, Abatement & Kitchen (95051.0) (2)	\$ 29,495,786.00	\$ 29,509,786.00	\$ 30,306,372.00	(\$796,586.00)	\$810,586.00	\$14,000.00	Un-posted budget adjustment will allocate \$150,000 to other priority projects for FY 18-19
3b John Muir High School - JMuir Black Box Theater Project (95183.0)	\$ 3,592,566.00	\$ 3,742,566.00	\$ 3,592,566.00	\$150,000.00	\$0.00	\$150,000.00	Un-posted budget adjustment will allocate \$123,333 to other priority projects for FY 18-19
3c John Muir High School - Bldg D Accessibility / CDBG Project (95812.0)	\$ 64,258.00	\$ 187,591.00	\$ 64,258.00	\$123,333.00	\$0.00	\$123,333.00	Un-posted budget adjustment will add budget here for FY 18-19
4a Blair High School - Modernization of Main Building (95056.0) (2)	\$ 28,229,351.00	\$ 28,229,351.00	\$ 28,266,471.00	(\$37,120.00)	\$37,119.00	(\$1.00)	\$37,120 Fund 21.0 and 25.0 Budget adjustment differential
4b Blair High School - Track and Field (95005.0) (2)	\$ 124,424.00	\$ 83,263.00	\$ 1,004,355.00	(\$921,092.00)	\$885,546.00	(\$35,546.00)	and Fund 25.0 for other funding
5a Norma Coombs Alternative - New CR Wing & Admin Bldg (95133.0)	\$ 9,304,174.00	\$ 9,183,883.00	\$ 9,304,174.00	(\$120,291.00)	\$0.00	(\$120,291.00)	Un-posted budget adjustment will add budget here for FY 18-19
5b Norma Coombs - Norma Coombs Central Plant Repl (95146.0)	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$0.00	\$0.00	\$0.00	
6 Sierra Madre Elementary School (Lower) - Phase II - HVAC Auditorium Upgrades (95126.0) (2)	\$ 1,348,451.00	\$ 1,348,451.00	\$ 1,348,451.00	\$0.00	\$0.00	\$0.00	
7 Rose City High School - Rose City Modification (95170.0) (2)	\$ 624,608.00	\$ 567,974.00	\$ 624,608.00	(\$56,634.00)	\$0.00	(\$56,634.00)	Unposted budget
8a Eliot Middle School - Auditorium/Cafe Modernization (95015.0) (2) (3)	\$ 8,106,445.00	\$ 8,101,095.00	\$ 8,106,444.00	(\$5,349.00)	\$0.00	(\$5,349.00)	Unposted budget
8b Eliot Middle School - Eliot New HVAC (95146.0) (2)	\$ 801,275.00	\$ 1,490,254.00	\$ 1,494,920.00	(\$4,666.00)	\$801,275.00	\$796,609.00	\$801,275 Prop 39 Fund
9 Marshall Fundamental Secondary School - Marshall New AC Project (95146.0)	\$ 999,150.00	\$ 999,150.00	\$ 3,512,243.00	(\$2,513,093.00)	\$2,513,093.00	\$0.00	Other funding = Prop 39
10 Longfellow ES - Longfellow HVAC (95146.0)	\$ 2,243,000.00	\$ 2,201,000.00	\$ 2,243,000.00	(\$42,000.00)	\$0.00	(\$42,000.00)	Un-posted budget adjustment will add budget here for FY 18-19
11 Don Benito Elementary School - HVAC and Kitchen (95146.0) (2)	\$ 358,321.00	\$ 2,858,321.00	\$ 358,321.00	\$2,500,000.00	\$0.00	\$2,500,000.00	will add budget for FY 18-19
12 Roosevelt Elementary School - Multi-purpose Facility (95025.0) (2)	\$ 7,644,620.00	\$ 105,206.00	\$ 7,644,620.00	(\$7,539,414.00)	\$0.00	(\$7,539,414.00)	Budget will be adjusted FY 18-19
TOTAL	\$ 137,235,022.00	\$ 134,462,453.00	\$ 142,327,926.00	\$ (7,865,473.00)	\$ 5,180,191.00	(\$2,685,282.00)	

Totals

\$ 268,924,906.00

#VALUE!

## ATTACHMENT No. 6

<u>Fund</u>	<u>Resource</u>	<u>Function</u>	<u>Object</u>	<u>Location</u>	<u>Position Description</u>	<u>Employee Name</u>	<u>Current POS %</u>	<u>Current FTE</u>	<u>Current Salary</u>	<u>Proposed POS %</u>	<u>Proposed FTE</u>	<u>Action</u>	<u>Comments</u>
21.1	95000.0	85000	2210	710	CONSTRUCTION SPECIALIST	PEREZ ESCALONA,MIGUEL VICENTE	100	1	\$79,200	100	1	Change	CHARGE 10% TO GENERAL FUND 01.0 RESOURCE 81500.0
21.1	95000.0	85000	2210	710	CONSTRUCTION SPECIALIST	BARRETT,SHIRLY D	100	1	\$79,800	100	1	Change	CHARGE 10% TO GENERAL FUND 01.0 RESOURCE 81500.0
21.1	95000.0	85000	2210	710	CONSTRUCTION SPECIALIST	FRAZIER,JESSICA	100	1	\$79,200	100	1	Change	CHARGE 10% TO GENERAL FUND 01.0 RESOURCE 81500.0
21.1	95000.0	85000	2310	710	CHIEF FACILITIES OFFICER	CAYABYAB,NELSON M.	85	0.85	\$162,180	60	0.6	Change	CHARGE 40% TO GENERAL FUND 01.0 RESOURCE 81500.0. RRM
21.1	95000.0	85000	2310	710	EXECUTIVE SECRETARY	ZENDEJAS,NADIA	100	1	\$67,536	100	1	Change	CHARGE 15% TO GENERAL FUND01.0 RESOURCE 81500.0
21.1	95000.0	85000	2410	710	ACCTS PAYABLE SPECIALIST	CHILD, ANGELA L	100	1	\$52,908	100	1		
21.1	95000.0	85000	2410	710	ACCTS PAYABLE SPECIALIST	AZARIAN, ANAHIT A	100	1	\$52,908	100	1		
21.1	95000.0	85000	2410	710	FISCAL SERVS. TECHNICIAN	MILLARES, MARIA SOCORRO	100	1	\$48,696	100	1		





Pasadena Unified School District (PUSD)

CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING

**DRAFT** Meeting Minutes of April 18, 2018

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

**Date & Time of meeting:** April 18, 2018 at 6:30 p.m.

**Members Present:** Quincy Hocutt, Jen Wang, Willie Ordonez, Mikala Rahn, Diana Verdugo, Robin Salzer, Camille Dudley, Daniel Stuart, Stephen Aquino, and Chip Ossman.

**Members Absent:** Francis Boland, James Vitale and Raphael Henderson.

**Pasadena Unified School District (PUSD) Board Member Liaison to COC:** Kimberly Kenne

**PUSD Staff:** Nelson M. Cayabyab, Chief Facilities Officer; Miguel Perez Escalona, Construction Specialist and Nadia Zendejas, Executive Secretary.

**I. CALL TO ORDER**

*Mr. Hocutt*

Mr. Hocutt called the meeting to order at 6:37 p.m.

**II. PUBLIC COMMENT**

*Mr. Hocutt*

There were no public comments.

**III. Business**

a. Approval of March Minutes

Ms. Wang moved to approve the March 21, 2018 Meeting Minutes as submitted. Ms. Verdugo seconded. Vote: 7 to 0; 1 abstain (Mr. Ossman) (Ms. Rahn and Mr. Stuart arrived late to the meeting they were not present for this agenda item)

b. Introduction of new COC Members

Members provided quick self-introductions. Pictures and contact information is now on the COC webpage.

Assignments to COC committees

Mr. Hocutt e-mailed all the members a proposed subcommittee spreadsheet. He asked for volunteers to be part of the "minutes sub-committee" and there were none. .

Mr. Hocutt appointed Mr. Aquino to the board reports analysis sub-committee.

c. Election of new Vice-Chair

Mr. Hocutt asked for volunteers to serve as the new vice-chair of the COC. Mr. Stuart volunteered and Ms. Verdugo moved to select Mr. Stuart for the vice-chair position.

Vote: 8 to 0; 2 abstained (Ms. Rahn was not present to vote on this agenda item)

d. Definition of "malfeasance" – misappropriation of public funds

For the record, Mr. Hocutt provided a response to a former member's resignation letter regarding the definition of the word "malfeasance." The definition of malfeasance by the Legal Information Institute is "intentional conduct that is wrongful or unlawful, especially by officials or public employees." COC members were encouraged to keep this definition in mind.

- e. "How to help" the PUSD  
Mr. Hocutt reminded the committee that this item was not approved for continuation of effort at the last meeting.
- f. Discussion of costs of operation of the COC "website."  
Mr. Hocutt clarified that the COC does not have their own website but has a webpage within the main PUSD website.  
Mr. Cayabyab confirmed that an old website was created at the beginning of the bond project for promotional purposes for passage of the bond. He also confirmed that the costs within Facilities Administration (*and therefore charged to Measure TT*) for legal fees and that promotional website have been cumulative since the beginning of the bond.
- g. Request for review and accounting of expenses contained in the budget item for "Facilities Administration" in the new spend out plan.  
Mr. Stuart reiterated that the Measure TT spend-plan that was approved by the board contained no line item for the 20 million dollar proposed budget for Facilities Administration. He requested a breakdown of the 11 million dollars that have already been spent, including to whom were they paid and for what services. He asked for a plan for expenditure of the remaining funds.  
Mr. Cayabyab stated that the cost for the facilities administration is to pay for the project inspectors, salary of the staff, project managers, and printing of the plans to support the bond measure. He added that this is in place of having a bond management construction company doing this work for the district.
- h. Advise the Board of significant mathematical errors in the Spend Out plan and request corrections  
Mr. Stuart commented that the spend-out plan that was presented to the Board contained math errors. Concerning the installation of security cameras, the sub-total was included in the total, thereby doubling the number. The decision to include security cameras in the budget potentially became a lower priority item because the board saw it as twice as expensive.  
Mr. Cayabyab informed the Committee that the reason for the increase in security related totals is because the scope of work was changed because of recent school incidents that have occurred in the country. He added that what was included in the grand security total number was safety locks for each of the doors, and also intrusion alarms that could be installed in addition to the security cameras.
- i. Request for bids supporting costs of security cameras and a comparison to similar expenses in other school districts.  
Mr. Stuart asked Mr. Cayabyab if there is a current version of the security proposal that has been made available. He likes the idea of the schools being safer and could the Board put it on the list of priorities. He noted it might make a difference if the proposal were 2.7 versus 1.3 million (due to the math error.)
- j. Discussion re potential school closures, if any, and its effect upon spending of TT funds.  
Dr. Rahn informed the committee that the District will not close any schools as the decision was made by the Board to table this item for an entire school year. She stated she was part of the consolidation and boundary realignment committee, and that although recommendations for closure had been made, the Board felt there was limited time to implement such a plan. There will be no closed schools for 2018-2019. She reminded the Committee that closure of schools is not within the purview of the committee.



It was noted that the COC has requested from the board an updated Facilities Master Plan but this has not happened.

Mr. Stuart asked why the Facilities' department internal staff could not update the facilities master plan rather than having to pay an outside company to do it. Dr. Rahn added that such a directive needs to come from the board.

A discussion ensued of the difficulty of developing construction project budgets without having a plan for which schools would remain open and perhaps require construction. It was determined that Dr. Rahn would develop a proposed plan in conjunction with the Chair and Vice Chair to present to the Board for consideration.

- k. Brief on the legal fees moved out of TT that were expended in support of 7-11 committees:

1. What is the amount, what periods of time does it cover, how was the determination made of the amount?

Mr. Cayabyab informed the committee that the Fund 21.1 Measure TT was reimbursed for the 7-11 committee expenditures and staff provided the board with a transmittal sheet from the inception of the 7-11 committee to date showing the transfer of the expenditures out of the Measure TT to the general fund and the reimbursement of the Measure TT funds.

Mr. Cayabyab reported that the total expenditures were \$69,456.26 and he would provide copies of the transmittal sheets to the COC committee for their review.

2. What is the status of future moves to be made, including those for training seminars and general legal fees unrelated to construction issues?

Mr. Hocutt asked if there are any future expenditures for other general legal fees or training seminar fees to be paid out of the Measure TT fund?

Mr. Cayabyab responded that there is no plan to pay for legal fees other than the legal expenditures that are construction related, but did not respond to such past fees.

- l. Discussion of "Process" on how to determine appropriate percentages for charges against Measure TT by Facilities staff personnel

Mr. Hocutt asked the committee if anyone had suggestions on the proper way to do this so that this board would be satisfied with the percentages.

Mr. Salzer suggested employees use time cards.

Ms. Bradford suggested they start by asking Nelson what he thinks the percentage should be as a starting point.

Mr. Hocutt suggested that individuals could be asked to make some estimates themselves or the COC could interview the individuals.

Dr. Rahn commented that she does not believe this falls under the committee's purview. She recommended the committee request that the Board's Facilities Committee do this work because they are the right body to make this decision.

Mr. Ossman confirmed that he would be at the facilities committee meeting. He will ask this question of the facilities committee and report back to the committee next month.

Mr. Cayabyab proposed that he will present to the Facilities committee his view of what the appropriate charge should be per employee and if the Facilities committee approves it he will share it with the COC. He will revisit the percentages every six months. The committee listened to Mr. Cayabyab's proposal and he will proceed with his proposal.

- m. Resolution of charges for COC support charged to Measure TT, and how the decision was reached to dismiss transcriptionist without discussion, consultation or notification to the COC.

- 1. There is the need for microphones/good equipment/typing of verbatim from transcript, including time markers.

- 2. Discussion of how to prepare minutes with no verbatim transcript.

A suggestion was made that there be no audio recording of the meeting. Instead, the committee could proceed through the meeting per the agenda and if there were something that someone would specifically like to have reflected on the minutes, they could send an e-mail to whoever is doing the minutes after the meeting and request for their item be added.

There was extended discussion on a process ranging from posting the audio recording, to not having an audio recording, to having a summary produced for each agenda item.

Dr. Rahn moved there be an audio recording of the meeting to be posted on the website and that Ms. Zendejas and Dr. Rahn would take notes of the meeting and confer with each other and produce a set of draft meeting minutes. Mr. Stuart seconded the motion. Vote: 9 to 1.

- n. Discussion of Acceptance by the Board of the Spend Out plan resulting in the need for production of Budget Status Reports and enhanced Construction Status reports, and their formats, in support of that plan.

This item will be included in Ms. Kenne's report.

- o. Discussion of Altadena library board and violation of state law

Mr. Hocutt shared with the committee that the Altadena Board violated the law and Brown Act and that subsequently the Chair had been forced out.

- p. Discussion of letter by private citizen to PUSD Board

Per Mr. Hocutt this item was skipped.

- q. Review of new Board Reports.

Dr. Rahn proposed that this item be near the top on the agenda due to its importance.

All board reports were ultimately recommended for Board approval.

#### **IV. Report By Chief of Facilities**

Mr. Perez presented the committee with a presentation of photographs of current construction progress.

#### **V. Report by Board Liaison to the COC**

Ms. Kenne reported that the Board response to the COC annual report will be on the Facilities Committee agenda tomorrow. Upon approval by that committee, the response will go to the full board on April 26, 2018.

Ms. Kenne noted that at the March 29, 2018 meeting the board approved the Measure TT spend out plan projects 1 to 13 and 15a.

She ended her report by informing the committee that the District is starting to look into asset management. Dr. McDonald has stated that the District wants to look into how the District can get ongoing income from District properties, rather than obtaining a one-time income from selling a property.



#### **VI. Report by COC Liaison to**

#### **Facilities Committee**

There was no report from Mr. Ossman because the facilities committee meeting is not scheduled until tomorrow.

#### **VII. Next meeting date: May 16, 2018**

The next meeting will be held at Washington Elementary, including a tour of the new construction

#### **VIII. Adjournment**

The meeting adjourned at 9:17 p.m.

Pasadena Unified School District (PUSD)  
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING

DRAFT Meeting Minutes of May 16, 2018

**Location:** Washington Accelerated Elementary School 1520 N. Raymond Ave. Pasadena, CA. 91103

**Date & Time of meeting:** May 16, 2018 at 5:30 p.m.

**Members Present:** Quincy Hocutt, Jen Wang, Willie Ordonez, Mikala Rahn, Diana Verdugo, Robin Salzar, Stephen Aquino, Chip Ossman, Francis Boland, James Vitale and Raphael Henderson.

**Members Absent:** Daniel Stuart

**Pasadena Unified School District (PUSD) Board Member Liaison to COC:** Kimberly Kenne

**PUSD Staff:** Nelson M. Cayabyab, Chief Facilities Officer; Miguel Perez Escalona, Construction Specialist and Nadia Zendejas, Executive Secretary.

## **I. CALL TO ORDER**

Mr. Hocutt called the meeting to order at 6:00 p.m.

## **II. PUBLIC COMMENT**

There were no public comments.

## **III. Report by Board Liaison to the COC**

Ms. Kenne informed the committee that the board response to the COC was affirmed the Facilities committee on 4/19 and then presented to the board of education at the 4/26/2018 Board Of Education's regular meeting.

She added that the Bid for the Norma Coombs project was turned down. A energy conservation resolution was passed on May 10, 2018 special board meeting and the contract was awarded to Schneider electric.

Tonight is Ms. Kenne's last COC meeting the new board liaison will be Ms. Michelle Bailey.

## **IV. Business**

### **a. Approval of April Minutes**

The meeting minutes for April were not ready for approval. This item was tabled for the June meeting.

Mr. Hocutt asked if staff can complete the first draft of the meeting minutes 10 days after the meeting.

### **b. Review of new Board Reports**

Board Reports 1296-F, 1297-F and 1298-F were not forwarded to the COC for their review but at the meeting staff informed the committee of what the board reports entailed of.

Mr. Cayabyab will pull the board report 1299-F to further analyze the PJHM architect's proposal for the Washington Child Care portables project.

After discussion on the board reports with the exception of Board Report 1299-F which is being pulled all board was unanimously recommended to move forward for the facilities committee review and approval.

c. Review of Facilities Sub-Committee Liaison comments

Ms. Kenne reported there were three main areas in the Board's response to the COC's annual report. The first one was about making adjustments to the salary percentages for 17/18 fiscal year as well as the legal fees for the 7-11 committee for the 16/17 and 17/18 school years. The changes to the staff percentages is estimated at about \$50,000.00 to be reimbursed back to Measure TT. The second was regarding proposed changes to the monthly project status reports and also about having monthly budget reports that will include all of the Measure TT history so that people can have an idea of the entire Measure TT. She added that it would be nice to see post construction projects added to the construction status report so that all projects that are currently being worked on until they are closed out will show a status of them on this report. The third area talks about timing and communication for example making sure that the monthly status budget reports are on the agenda for facilities.

Mr. Cayabyab informed the committee that from now on projects that are coming up the pipeline both the facilities and COC committees will be briefed on one month before submitting it for board approval. He added that when the COC request for information from staff they will provide the items in time before the COC meets.

ACTION: Mr. Hocutt requested that the committee members provide him with input regarding the 17 recommendations and the response by the board and let him know if they agree or disagree or what they think.

d. Review current status of response requested from the Board of Education concerning the COC's Annual Report recommendations

Mr. Cayabyab informed the committee that from now on projects that are coming up the pipeline both the facilities and COC committees will be briefed on one month before submitting it for board approval. He added that when the COC request for information from staff they will provide the items in time before the COC meets.

ACTION: Mr. Hocutt requested that the committee members provide him with input regarding the 17 recommendations and the response by the board and let him know if they agree or disagree or what they think.

e. Discuss best practices process for COC's future communications with the PUSD Board, Administration and Facilities Dept.

Per Mr. Hocutt since Mr. Stuart was not present at this meeting he recommends discussing this item at next month's meeting.

He also asked the committee to let him know if they have any preferences about sharing the COC's concerns to the board via a Friday Communique.

ACTION: Add School site council discussion onto June's meeting agenda.

## **Old Business**

a. Follow up items

1. Break out of contents of the Facilities Admin. Budget

Mr. Hocutt asked why only three project managers were charged to the facilities administration account? Per Mr. Cayabyab responded that the rest of the project managers are charged to their perspective project sites budget and it varies from different sites and project manager.

2. Status of reconciliation of PeopleSoft and “Accountability”

Mr. Cayabyab received a proposal from Colbi Technologies in the amount of \$5,000.00 to assist with reconciling the accountability software with the district’s people soft budgets. He asked the COC how they would like staff to proceed?

Mr. Hocutt reported that he is fine with receiving the expenditure report per month from the facilities accounting staff.

3. Status of removal of “web page” charges from TT Funds

Ms. Kenne confirmed that the project manager who was paid for managing the COC web-site will no longer get paid for doing this. She added that the expenditures for the previous charges on the TT bond were appropriate expenditure of the bond

4. Status of RFP for auditors

The COC will form a committee to conduct the oral interviews and selection of the auditors who responded to the RFP. Staff informed the COC that a total of three audit firms who responded to the request for proposal. Staff will schedule the interviews and inform the COC of the selected dates for the interviews.

5. Status of Measure TT funds spent on legal fees of 7-11 committees

i. Identify amounts, coverage period and other details.

Staff informed the COC that the district has already reimbursed the Measure TT bond for the 16/17 expenditures on the legal fees for the 7-11 committee.

6. Status of remaining legal fee transfers to be made including, those for training

Seminars and general legal fees unrelated to Measure TT construction issues.

The committee agreed that there are no more funds that have been identified to transfer the expenditures of the Measure TT bond fund for fees made for training seminars and other fees unrelated to the Measure TT construction issues.

7. Discussion of process for determining the percentage of staff personnel time to be funded by Measure TT funds.

Ms. Kenne informed the committee that the percentage of staffs is a good correlation of the staff’s time spent on Measure TT and general fund work duties. She added that the accounting staff paid out of the Measure TT bond fund is appropriate at 100% because the accounting staff exclusively work on Measure TT bonds.

ACTION: Mr. Hocutt asked the committee to let him know in writing what they think about the staff percentages and how they were determined and whether or not they appear to be adequate to the members of the COC. Mr. Hocutt would like their input on the following three questions:

Are they OK with how the percentages were determined?

Are they OK with how far back they go?

Are they OK with the percentages themselves?



- b. Discuss need for production of Budget Status Reports and improved Construction Status Reports in support of Spend-Out plan approved by Board.

Mr. Ossman will ask the facilities committee at tomorrow's meeting if where is the budget showing all of the projects budgeted vs. what's left to spent?

Ms. Kenne added that on the current budget report the first column identifies everything that is left to spent but it doesn't tell you what the expenditures per project year to date.

She would like to see the following items added:

A column for all funds available to spend, changes to the budget that are not reflected in the budget system yet, actual planned spending by project. She would like to see a simplified accountability report that shows the budgets cleaned up for all projects.

Mr. Cayabyab affirmed that this is possible to do.

#### **V. Construction Status Report by Chief of Facilities**

Mr. Perez presented the committee with the construction status report for the month of May.

He added that currently there are many HVAC and EMS upgrades projects that will start as soon as school is out for summer and they will be completed by the time school starts in August.

Ms. Kenne added that she would like to see all projects all the way to the final close out added to this report.

#### **VI. Next meeting date: June 20, 2018**

The next meeting will be held at the main district headquarters offices in the board room 236 at 6:30 p.m.

#### **VII. Adjournment**

The meeting adjourned at 9:15 p.m.

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

**Topic:** APPROVAL TO RENEW THE CONSULTANT AGREEMENT WITH DONALD B. BLAYNEY FOR PROJECT MANAGER SERVICES.

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the Consultant Agreement with Donald B. Blayney, for Project Manager Inspection Services (DSA General Inspector – Class 1) for the 2018-2019 Fiscal Year in the amount not to exceed \$58,776.00

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

**I. BACKGROUND**

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

**II. STAFF ANALYSIS**

Donald B. Blayney was identified as a top candidate that met the qualifications for the Project Manager with background emphasis in Inspection Services. District Staff recommends that the Board approve the Consultant Agreement with Donald B. Blayney, for Project Manager Services (DSA General Inspector- Class 1) for the term commencing on July 1, 2018 through the completion of the Norma Coombs ES New Classroom & Administration Bldg. project.

This Board Report was vetted by the Facilities Committee on May 17, 2018.

**Attachment:** Consultant Agreement for Donald B. Blayney

**III. FISCAL IMPACT**

The contractual services are estimated to cost approximately \$58,776.00 (not-to-exceed) at a set rate of \$79.00 per hour for the term commencing July 1, 2018 through completion of the Norma Coombs ES New Classroom & Administration Bldg. project. These funds are available in the Measure TT Facilities administration account.

**Pasadena Unified School District  
Board of Education Agenda: May 24, 2018  
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

**Funding Code:** 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

**APPROVED** by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.

**Pasadena Unified School District**  
**Board of Education Agenda:** May 24, 2018  
**Prepared by:** Nelson M. Cayabyab, Chief Facilities Officer

**Funding Code:** 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

**PROJECT MANAGER  
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July in the year 2018 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and Donald B. Blayney, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

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

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

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1<sup>st</sup>, 2018 and shall terminate upon completion of the NORMA COOMBS NEW CLASSROOM & ADMINISTRATION BLDG PROJECT, unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$79.00 per hour. No reimbursement will be made for any expenses above this total compensation amount. For the term commencing July 1, 2018 through completion of the NORMA COOMBS NEW CLASSROOM & ADMINISTRATION BLDG PROJECT the estimated costs is \$58,776.00 (Not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT.

Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

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

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

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

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

## **ARTICLE III**

### **TERMINATION**

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

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

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

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

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

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

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

#### **ARTICLE V** **ACCOUNTING RECORDS OF THE CONSULTANT**

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

#### **ARTICLE VI** **ADDITIONAL CONSULTANT SERVICES**

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

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

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

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

## **INDEMNITY AND INSURANCE**

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

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

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

c. **Not Used**

d. **Not Used**

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

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

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

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

c. NOT USED

d. NOT USED

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

## **ARTICLE VII MISCELLANEOUS**

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

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

TO THE DISTRICT:

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



TO CONSULTANT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

By: Donald B Blaney  
Donald B. Blaney

DISTRICT:

Pasadena Unified School District

By: Nelson Cayabyab 5/25/18  
Nelson Cayabyab  
Chief Facilities Officer

## **Attachment A**

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

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

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

**Topic:** APPROVAL TO RENEW THE CONSULTANT AGREEMENT WITH GEORGE KWITER DBA GYK CONSULTING FOR PROJECT MANAGER SERVICES.

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the Consultant Agreement with George Kwiter dba GYK Consulting, for Project Manager Services (Contractor's License and Cost Estimating) in the amount not to exceed \$55,056.00

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

**I. BACKGROUND**

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management. George Kwiter was hired as this additional project manager. During this period, services have been provided for Marshall, Muir, Willard and Wilson and others. Many projects under Measure TT have and continue to benefit from his skills and knowledge of school construction.

**II. STAFF ANALYSIS**

George Kwiter dba GYK Consulting, who was identified as one of the top candidates that met the qualifications for the Project Manager has provided services since July 2013. He has done an excellent job representing the District the past 12 months. He holds a contractor's license and is very well versed in costs estimating and scope of work analysis from a contractor's perspective. District Staff recommends that the Board approve the renewal of George Kwiter's dba GYK Consulting contract for Project Management Services only until the completion of the John Muir High School and Pasadena High School Construction projects during the 2018-2019 Fiscal Year.

This Board Report was vetted by the Facilities committee on May 17, 2018.

**Attachments:** Consultant Agreement for George Kwiter, dba GYK Consulting.

**III. FISCAL IMPACT**

The contractual services are estimated to cost approximately \$55,056.00 (not to exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2018 through the completion of the John Muir and Pasadena High Schools construction projects during the 2018-2019 fiscal year. These funds are available in the Measure TT- Facilities Administration account.

**APPROVED** by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.

**Pasadena Unified School District**  
**Board of Education Agenda: May 24, 2018**  
**Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

**Funding code: 21.1- 95000.0-00000-85000-6265-0000710**

Originator: Nelson M. Cayabyab, Chief Facilities Officer

**APPROVED** by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.

**PROJECT MANAGER  
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July in the year 2018 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **George Kwitter dba GYK Consulting**, an individual, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

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

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

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1<sup>st</sup>, 2018 and shall terminate upon the completion of the John Muir High School and Pasadena High School Construction Projects ("Period of Performance"), unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service. CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00

per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2018 through the completion of the John Muir High School and Pasadena High School Construction Projects, the estimated costs is \$55,056.00 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

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

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

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

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

## **ARTICLE III**

### **TERMINATION**

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

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

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

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

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

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

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

#### **ARTICLE V** **ACCOUNTING RECORDS OF THE CONSULTANT**

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

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



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

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

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

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

## **ARTICLE VII**

### **INDEMNITY AND INSURANCE**

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

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

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

c. **Not Used**

d. **Not Used**

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

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

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

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

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

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

## **ARTICLE VIII**

### **MISCELLANEOUS**

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

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

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

TO THE DISTRICT:

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

TO CONSULTANT:

George Kwiter  
dba GYK Consulting  
225 S Lake Avenue, #300  
Pasadena, CA 91101

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

By: \_\_\_\_\_  
George Kwiter  
dba GYK Consulting

DISTRICT:

Pasadena Unified School District

By:  \_\_\_\_\_  
Nelson Cayabyab  
Chief Facilities Officer

## **Attachment A**

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

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

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

**Topic:** APPROVAL TO RENEW THE CONSULTANT AGREEMENT WITH KRZYSZTOF J. ZAZIRSKI DBA T24 CONSULTING, INC. FOR PROJECT MANAGER SERVICES.

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the Consultant Agreement with Krzysztof J. Zazirski dba T24 Consulting, Inc. for Project Manager Services (Technology/Mechanical Engineering Processes) in the amount not exceed \$113,088.00

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

**I. BACKGROUND**

The Facilities Organization was approved by the Board January 13, 2009 and revised March 2011 to include Project Managers to assist on all district-wide projects. Since April 2, 2012, Kris Zazirski, dba T24 Consulting, Inc., has been serving as a Project Manager. During this period, services have been provided for Altadena, Blair, Muir and other projects. Many projects under Measure TT have and continue to benefit from his skills and knowledge of school construction.

**II. STAFF ANALYSIS**

At the February 28, 2012 Facilities Committee approved a revised staffing plan, which reflected adding additional Project Managers in lieu of filling the vacant Owners Representative position. This revised plan reduced the management costs for Measure TT projects. Mr. Kris Zazirski, dba T24 Consulting, Inc., was identified as one of the top candidates that met the qualifications for the Project Manager. T24 Consulting, Inc. has done an excellent job representing the District the past 12 months. District Staff recommends that the Board approve the renewal of T24 Consulting, Inc.'s Agreement for Project Management Services for the 2018-2019 Fiscal Year.

This Board Report was vetted by the Facilities Committee on May 17, 2018.

**Attachment:** Consultant Agreement for Krzysztof J. Zazirski, dba T24 Consulting, Inc.

**III. FISCAL IMPACT**

The contractual services are estimated to cost approximately \$113,088.00 (not-to-exceed) at a set rate of \$76.00 per hour for the term commencing July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019 these funds are available in the Measure TT Facilities administration account.

APPROVED by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.

**Pasadena Unified School District**  
**Board of Education Agenda: May 24, 2018**  
**Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

**Funding Code: 21.1-95000.0-00000-85000-6265-000710**

Originator: Nelson Cayabyab, Chief Facilities Officer

APPROVED by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.



**PROJECT MANAGER  
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July in the year 2018 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and Krzysztof J. Zazirski dba **T24 Consulting, Inc**, an individual, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

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

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1<sup>st</sup>, 2018 and shall terminate on June 30<sup>th</sup>, 2019 unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$76.00

per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019 the estimated costs is \$113,088.00 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

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

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

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

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

## **ARTICLE III**

### **TERMINATION**

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

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

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

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

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

#### **ARTICLE IV**

#### **CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS**

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

#### **ARTICLE V**

#### **ACCOUNTING RECORDS OF THE CONSULTANT**

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

#### **ARTICLE VI**

#### **ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT

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

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

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

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

## **ARTICLE VII**

### **INDEMNITY AND INSURANCE**

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

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

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

c. **Not Used**

d. **Not Used**

2. **INSURANCE.** CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which

may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

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

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

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

c. NOT USED

d. NOT USED

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

## **ARTICLE VIII**

### **MISCELLANEOUS**

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

CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

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

TO THE DISTRICT: PASADENA UNIFIED SCHOOL DISTRICT  
740 W. Woodbury Road  
Pasadena, CA 91103  
Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT: Krzysztof J. Zazirski  
T24 Consulting, Inc.  
20555 Romar Ln  
Santa Clarita, CA 91350

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

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

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

inserted, then upon application of either PARTY the Agreement shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

By: \_\_\_\_\_

Krzysztof J. Zagirski, President  
T24 Consulting, Inc.

DISTRICT:

By: \_\_\_\_\_

Nelson Cayabyab  
Chief Facilities Officer  
Pasadena Unified School District



### **Attachment A**

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

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

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

**Topic:** APPROVAL TO RENEW THE CONSULTANT AGREEMENT WITH SARKIS “SAM” MAISSIAN DBA UNIVERSAL CONSTRUCTION FOR PROJECT MANAGER SERVICES (SUPERINTENDENT).

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the Consultant Agreement with Sarkis “Sam”Maissian, dba Universal Construction, for Project Manager Services (Superintendent) in the amount not to exceed \$110,112.00

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

**I. BACKGROUND**

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

**II. STAFF ANALYSIS**

Sarkis “Sam”Maissian, dba Universal Construction was identified as a top candidate that met the qualifications for the Project Manager with background emphasis as Superintendent. District Staff recommends that the Board approve the Consultant Agreement with Sarkis “Sam”Maissian, dba Universal Construction, for Project Manager Services for the 2018-2019 fiscal year.

This Board Report was vetted by the Facilities Committee on May 17, 2018.

**Attachment:** Consultant Agreement for Sarkis “Sam”Maissian, dba Universal Construction

**III. FISCAL IMPACT**

The contractual services are estimated to cost approximately \$ 110,112.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019. These funds are available in the Measure TT Facilities administration account.

**Pasadena Unified School District  
Board of Education Agenda: May 24, 2018  
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

**Funding code:** 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson Cayabyab, Chief Facilities Officer

**APPROVED** by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.

**PROJECT MANAGER  
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July in the year 2018 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **Sam Maissian, dba Universal Construction**, an individual, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

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

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1<sup>st</sup>, 2018 and shall terminate on June 30<sup>th</sup>, 2019, unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019 the estimated costs is \$ 110,112.00 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

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

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

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

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

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

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

## **ARTICLE III**

### **TERMINATION**

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

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

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

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

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

#### **ARTICLE IV**

#### **CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS**

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

#### **ARTICLE V**

#### **ACCOUNTING RECORDS OF THE CONSULTANT**

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

#### **ARTICLE VI**

#### **ADDITIONAL CONSULTANT SERVICES**

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

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

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

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

## INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

## **ARTICLE VII** **MISCELLANEOUS**

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

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

TO THE DISTRICT:

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

TO CONSULTANT:

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

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

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

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

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

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

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

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

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

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

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



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


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

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


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

CONSULTANT:

DISTRICT:

By:  5-29-18  
Sarkis "Sam" Maissian

Pasadena Unified School District

By:  5-25-18  
Nelson Cayabyab  
Chief Facilities Officer

## **Attachment A**

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

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

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

**Topic:** APPROVAL TO RENEW THE CONSULTANT AGREEMENT WITH NED KHACHIKIAN, DBA NED K. CONSTRUCTION SERVICES INC. FOR PROJECT MANAGER SERVICES INSPECTION SERVICES (DSA PROJECT INSPECTOR-CLASS 1).

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the Consultant Agreement with Ned Khachikian, dba Ned K. Construction Services Inc., for Project Manager Inspection Services (DSA Project Inspector – Class 1) in the amount not to exceed \$124,992.00

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

**I. BACKGROUND**

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

**II. STAFF ANALYSIS**

Ned K. Construction Service Inc. was identified as a top candidate that met the qualifications for the Project Manager with background emphasis in Inspection Services. District Staff recommends that the Board approve the Consulting Contract with Ned Khachikian, dba Ned K. Construction Services Inc., for Project Manager Services for the term commencing on July 1, 2018 through June 30, 2019.

This Board Report was vetted by the Facilities Committee on May 17, 2018.

**Attachments:** Consultant Agreement for Ned Khachikian, dba Ned K. Construction Services Inc.

**III. FISCAL IMPACT**

The contractual services are estimated to cost approximately \$124,992.00 (not-to-exceed) at a set rate of \$84.00 per hour for the term commencing July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019. These funds are available in the Measure TT Facilities administration account.

**Pasadena Unified School District  
Board of Education Agenda:** May 24, 2018  
**Prepared by:** Nelson M. Cayabyab, Chief Facilities Officer

**Funding code:** 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

**APPROVED** by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.

**PROJECT MANAGER  
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July in the year 2018 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **Ned Khachikian dba Ned K. Construction Services, Inc.**, a corporation, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

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

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1<sup>st</sup>, 2018 and shall terminate on June 30, 2019, unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$84.00 per hour. No reimbursement will be made for any expenses above this total compensation amount. For the term commencing July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019 the estimated costs is \$124,992.00 (Not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

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

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

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

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

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

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

## **ARTICLE III**

### **TERMINATION**

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

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

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

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

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

#### **ARTICLE IV**

#### **CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS**

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

#### **ARTICLE V**

#### **ACCOUNTING RECORDS OF THE CONSULTANT**

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

#### **ARTICLE VI**

#### **ADDITIONAL CONSULTANT SERVICES**

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

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

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

## INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

## **ARTICLE VII** **MISCELLANEOUS**

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

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

TO THE DISTRICT:

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



TO CONSULTANT:

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

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

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

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

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

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

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

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

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

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

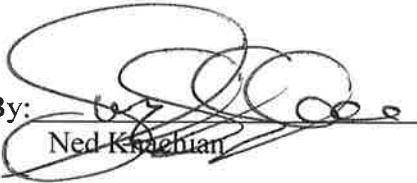
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13. Each PARTY warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective PARTY.

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

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

CONSULTANT:

By:  5/24/18  
Ned Kachian

DISTRICT:

Pasadena Unified School District

By:  5/25/18  
Nelson Cayabyab  
Chief Facilities Officer

## **Attachment A**

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

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

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

**Topic:** APPROVAL TO RENEW THE CONSULTANT AGREEMENT WITH JAMES VAN TRUNG VU FOR PROJECT MANAGER SERVICES.

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the Consultant Agreement with James Vantrung Vu, for Project Manager Services (Engineer) in the amount not to exceed \$110,112.00

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

**I. BACKGROUND**

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

**II. STAFF ANALYSIS**

James Vantrung Vu was identified as a top candidate that met the qualifications for the Project Manager with the background emphasis in Engineering. District Staff recommends that the Board approve the Consultant Contract with James Vantrung Vu, for Project Manager Services for the term commencing on July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019.

This Board Report was vetted by the Facilities Committee on May 18, 2017.

**Attachments:** Consultant Agreement for James Vantrung Vu.

**III. FISCAL IMPACT**

The contractual services are estimated to cost approximately \$110,112.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019. These funds are available in the Measure TT Facilities administration account.

**Pasadena Unified School District  
Board of Education Agenda: May 24, 2018  
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

**Funding code:** 21.1-95000.0-00000-85000-6265-0000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

**APPROVED** by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.

**PROJECT MANAGER  
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July in the year 2018 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **James Vantrung Vu** , an individual, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

**ARTICLE I**

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

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1<sup>st</sup> , 2018 and shall terminate on June 30<sup>th</sup> , 2019, unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1<sup>st</sup> , 2018 through June 30<sup>th</sup> , 2019 the estimated costs is \$110,112.00(not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

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

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

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

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

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

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

## **ARTICLE III**

### **TERMINATION**

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

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

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

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

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

#### **ARTICLE IV**

#### **CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS**

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

#### **ARTICLE V**

#### **ACCOUNTING RECORDS OF THE CONSULTANT**

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

#### **ARTICLE VI**

#### **ADDITIONAL CONSULTANT SERVICES**

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

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

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

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

## INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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



c. NOT USED

d. NOT USED

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

## **ARTICLE VII** **MISCELLANEOUS**

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

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

TO THE DISTRICT:

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

TO CONSULTANT:

James Vantrung Vu  
5728 Brianhead Dr.  
Corona, CA. 92880

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

By:  5-29-18  
James Vantrung Vu

DISTRICT:

Pasadena Unified School District

By:  5-25-18  
Nelson Cayabyab  
Chief Facilities Officer

## **Attachment A**

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

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

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

**Topic:** APPROVAL TO RENEW THE CONSULTANT AGREEMENT WITH RICHARD KENT FOR PROJECT MANAGER SERVICES.

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the Consultant Agreement with Richard Kent for Project Manager Services in the amount not to exceed \$55,056.00

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

**I. BACKGROUND**

The Facilities Organization was approved by the Board January 13, 2009 and revised March 2011 to include Project Managers to assist on all district-wide projects. Since July 1, 2011, Richard Kent has been serving as a Project Manager. During this period, services have been provided for Blair, Sierra Madre, McKinley and other projects. Many projects under Measure TT have and continue to benefit from his skills and knowledge of school construction.

**II. STAFF ANALYSIS**

In March 2011, the Facilities Subcommittee authorized the Chief Facilities Officer to directly hire the best-qualified Project Managers to assist on the Measure TT Construction Projects. Mr. Kent was identified as one of the top candidates that met the qualifications for the Project Manager. Mr. Kent has done an excellent job representing the District the past 12 months. District Staff recommends that the Board approve the renewal of Richard Kent's contract for Project Management Services until the completion of the following construction projects: Longfellow, Jackson ES, McKinley bathroom project during the 2018-2019 Fiscal Year.

This Board Report was vetted by the Facilities Committee on May 17, 2018.

**Attachment:** Consultant Agreement for Richard Kent.

**III. FISCAL IMPACT**

The contractual services are estimated to cost approximately \$55,056.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1<sup>st</sup>, 2018 through the completion of the following construction projects: Longfellow, Jackson ES, McKinley bathroom project. These funds are available in the Measure TT Facilities administration account.

**APPROVED by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.**

**Pasadena Unified School District**  
**Board of Education Agenda:** May 24, 2018  
**Prepared by:** Nelson M. Cayabyab, Chief Facilities Officer

**Funding code:** 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

APPROVED by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.

**PROJECT MANAGER  
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July in the year 2018 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **Richard Kent**, an individual, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

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

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1<sup>st</sup>, 2018 and shall terminate upon the completion of the following construction projects: Longfellow, Jackson ES, McKinley bathroom project, unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1<sup>st</sup>, 2018 through the completion of the following construction projects: Longfellow, Jackson ES, McKinley bathroom project the estimated costs is \$55,056.00 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT.

Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

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

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

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

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

## **ARTICLE III**

### **TERMINATION**

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

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

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



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

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

#### **ARTICLE IV**

#### **CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS**

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

#### **ARTICLE V**

#### **ACCOUNTING RECORDS OF THE CONSULTANT**

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

#### **ARTICLE VI**

#### **ADDITIONAL CONSULTANT SERVICES**

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

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

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

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

## INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

## **ARTICLE VII MISCELLANEOUS**

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

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

TO THE DISTRICT:

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

TO CONSULTANT:

Richard Kent  
3003 Sleepy Hollow Street  
Simi Valley, CA 93065

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

By:  6-7-18  
Richard Kent

DISTRICT:

Pasadena Unified School District

By:  5-25-18  
Nelson Cayabyab  
Chief Facilities Officer

## **Attachment A**

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

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

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

**Topic:** APPROVAL TO RENEW THE CONSULTANT AGREEMENT WITH ANSON RANE FOR PROJECT MANAGER SERVICES (ARCHITECTURE).

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the Consultant Contract with Anson Rane, for Project Manager Services (Architecture) in the amount not to exceed \$110,112.00

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

**I. BACKGROUND**

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$120 million), the Board of Education approved of staff adding a consultant for project management.

**II. STAFF ANALYSIS/DISCUSSION**

Anson Rane was identified as a top candidate that met the qualifications for the Project Manager with background emphasis in Architecture. District Staff recommends that the Board approve the Consulting Contract with Anson Rane, for Project Manager Services for the 2018-2019 Fiscal Year.

This Board Report was vetted by the Facilities Committee on May 17, 2018.

**Attachment:** Consultant Agreement for Anson Rane.

**III. FISCAL IMPACT**

The contractual services are estimated to cost approximately \$110,112.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019. These funds are available in the Measure TT Facilities administration account.

**Pasadena Unified School District  
Board of Education Agenda: May 24, 2018  
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

**Funding code:** 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson Cayabyab, Chief Facilities Officer

APPROVED by the Board of  
Education of the Pasadena  
Unified School District on the  
above mentioned date.

**PROJECT MANAGER  
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July in the year 2018 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **Anson Rane**, an individual, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

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

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1<sup>st</sup>, 2018 and shall terminate on June 30<sup>th</sup>, 2019, unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019 the estimated costs is \$110,112.00(not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,



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

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

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

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

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

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

## **ARTICLE III**

### **TERMINATION**

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

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

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

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

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

#### **ARTICLE IV**

#### **CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS**

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

#### **ARTICLE V**

#### **ACCOUNTING RECORDS OF THE CONSULTANT**

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

#### **ARTICLE VI**

#### **ADDITIONAL CONSULTANT SERVICES**

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

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

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

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

## INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

## **ARTICLE VII** **MISCELLANEOUS**

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

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

TO THE DISTRICT:

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

TO CONSULTANT:

Anson Rane  
5850 Irvine Ave.  
North Hollywood, CA 91601  
Phone: (949) 836-7811

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

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

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

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

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

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

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

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

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

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



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

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

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

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

CONSULTANT:

By:   
Anson Rane

DISTRICT:

Pasadena Unified School District

By:  5/25/18  
Nelson Cayabyab  
Chief Facilities Officer

## **Attachment A**

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

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

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

**Topic:** APPROVAL OF TO AWARD RFP NO. 02-17/18 PUPIL TRANSPORTATION SERVICES TO FIRST STUDENT FOR THE 2018-2019 SCHOOL YEAR

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the proposal for pupil transportation services with First Student.

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

**I. BACKGROUND**

On April 5, 2018 a Request for Proposal (RFP) was issued Pupil Transportation Services. The DISTRICT is interested in obtaining competitive proposals for k -12 pupils geographically residing within the Pasadena Unified School District. Services that the DISTRICT may require will be providing regular home-to –school, special education home- to –school and extracurricular pupil transportation. Based on these requirements the DISTRICT received two (2) responses Santa Barbara Transportation Corp DBA: Student Transportation of America and First Student. After reviewing and comparing the list of services and prices from each of the two (2) companies a determination was made to contract with Universal.

**II. STAFF ANALYSIS**

District staff recommends approving the contract with First Student to provide Pupil transportation Services that will include special education home- to school transportation and extracurricular pupil transportation. The contract No. for Student First Contract will be assigned the contract number RC 1128.

The Facilities Committee vetted this Board Report on June 21, 2018.

**Attachments:** Price sheet  
Bid Recap Sheet

**III. FISCAL IMPACT**

Cost will be determined per district needs

**Pasadena Unified School District**  
**Board of Education Agenda:** June 28, 2018  
**Prepared by:** Nelson Cayabyab, Chief Facilities Officer

Funding Code: 01.0-07230.0-00000-0000-5850-000000212

Originator: Nelson Cayabyab, Chief Facilities Officer



RFP RECAP NO. 02-17/18												
PUPIL TRANSPORTATION SERVICES												
RFP DUE DATE AND TIME: 05/15/18, 2pm												
	FIRM NAME	Time Stamp	Addendum	1 Original 2 Copies	Proposal Form / Price Schedule	Proposed School Bus Inventory and Property Summary	Additional Property Summary	Non Collusion Affidavit	Criminal Records Check	Contractor's Certificate Regarding Workers Comp	Proposal Questionnaire	Bid Bond (10%)
1	Santa Barbara Transporation Corp DBA: Student Transporation of America	05/15/18 1:10pm	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2	First Student	05/15/18 9:22am	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3												
4												
5												
6												
7												
8												
9												
10												

## **VII. PROPOSAL FORM/PRICE SCHEDULE**

(All Proposal forms/price schedules are required to be submitted with your proposal package)

Proposed prices must be submitted per daily rate. A separate proposal price for hours in excess of the base price is to be submitted as well. A response to the last column must be provided should the District no longer be able to provide bus parking as described under the section of Special Provisions- Parking. Please enter these amounts on the form below. The form may not be altered.

**All noted addenda numbers** 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ on file in the office of the Administrator, Procurement and Contracts for the District, as listed on Page 4, Instruction to Bidders/Request for Information of this document.

The District reserves the right to require that the Bidder add and delete buses to or from service at the rates specified below. The number of buses required at the start of the agreement term may be more or less than current service levels.

BASED ON 180 SCHOOL DAYS AND APPROXIMATELY 24 DAYS DURING SUMMER SCHOOL SESSION

**ALL BUSES MUST BE EQUIPPED WITH AIR CONDITIONING**

### **A. REGULAR HOME-TO-SCHOOL TRANSPORTATION:**

<b>REGULAR HOME-TO-SCHOOL TRANSPORTATION</b>			<b>RATES</b>	<b>PARKING ON DISTRICT PROPERTY</b>	<b>PARKING OFF DISTRICT PROPERTY</b>
7R	84 passenger	Unlimited	Daily Rate	\$ 583.20 /day	\$ N/A /day
8R	84 passenger	In excess of 8.5 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
9R	84 passenger	4 hour limited	Daily Rate	\$ 495.08 /day	\$ N/A /day
10R	84 passenger	In excess of 4 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
11R	84 passenger	2 hour limited	Daily Rate	\$ 406.77 /day	\$ N/A /day
12R	84 passenger	In excess of 2 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour

<b>REGULAR HOME-TO-SCHOOL TRANSPORTATION</b>			<b>RATES</b>	<b>PARKING ON DISTRICT PROPERTY</b>	<b>PARKING OFF DISTRICT PROPERTY</b>
13R	78 passenger	Unlimited	Daily Rate	\$ 583.20 /day	\$ N/A /day
14R	78 passenger	In excess of 8.5 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
15R	78 passenger	4 hour limited	Daily Rate	\$ 495.08 /day	\$ N/A /day
16R	78 passenger	In excess of 4 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
17R	78 passenger	2 hour limited	Daily Rate	\$ 406.77 /day	\$ N/A /day
18R	78 passenger	In excess of 2 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour

<b>REGULAR HOME-TO-SCHOOL TRANSPORTATION</b>			<b>RATES</b>	<b>PARKING ON DISTRICT PROPERTY</b>	<b>PARKING OFF DISTRICT PROPERTY</b>
19R	36 passenger	Unlimited	Daily Rate	\$ 448.71 /day	\$ N/A /day
20R	36 passenger	In excess of 8.5 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
21R	36 passenger	4 hour limited	Daily Rate	\$ 372.99 /day	\$ N/A /day
22R	36 passenger	In excess of 4 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
23R	36 passenger	2 hour limited	Daily Rate	\$ 339.11 /day	\$ N/A /day
24R	36 passenger	In excess of 2 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour

<b>REGULAR HOME-TO-SCHOOL TRANSPORTATION</b>			<b>RATES</b>	<b>PARKING ON DISTRICT PROPERTY</b>	<b>PARKING OFF DISTRICT PROPERTY</b>
25R	20 passenger	Unlimited	Daily Rate	\$ 411.41 /day	\$ N/A /day
26R	20 passenger	In excess of 8.5 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
27R	20 passenger	4 hour limited	Daily Rate	\$ 336.79 /day	\$ N/A /day
28R	20 passenger	In excess of 4 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
29R	20 passenger	2 hour limited	Daily Rate	\$ 302.94 /day	\$ N/A /day
30R	20 passenger	In excess of 2 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour

**B. SPECIAL EDUCATION TRANSPORTATION**

<b>SPECIAL EDUCATION TRANSPORTATION</b>			<b>RATES</b>	<b>PARKING ON DISTRICT PROPERTY</b>	<b>PARKING OFF DISTRICT PROPERTY</b>
S1	50 passenger	Unlimited	Daily Rate	\$ 448.71 /day	\$ N/A /day
S2	50 passenger	In excess of 8.5 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
S3	50 passenger	4 hour limited	Daily Rate	\$ 372.99 /day	\$ N/A /day
S4	50 passenger	In excess of 4 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
S5	50 passenger	2 hour limited	Daily Rate	\$ 339.11 /day	\$ N/A /day
S6	50 passenger	In excess of 2 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour

<b>SPECIAL EDUCATION TRANSPORTATION</b>			<b>RATES</b>	<b>PARKING ON DISTRICT PROPERTY</b>	<b>PARKING OFF DISTRICT PROPERTY</b>
S7	36 passenger	Unlimited	Daily Rate	\$ 448.71 /day	\$ N/A /day
S8	36 passenger	In excess of 8.5 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
S9	36 passenger	4 hour limited	Daily Rate	\$ 372.99 /day	\$ N/A /day
S10	36 passenger	In excess of 4 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
S11	36 passenger	2 hour limited	Daily Rate	\$ 339.11 /day	\$ N/A /day
S12	36 passenger	In excess of 2 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour

<b>SPECIAL EDUCATION TRANSPORTATION</b>			<b>RATES</b>	<b>PARKING ON DISTRICT PROPERTY</b>	<b>PARKING OFF DISTRICT PROPERTY</b>
S13	20 passenger	Unlimited	Daily Rate	\$ 411.41 /day	\$ N/A /day
S14	20 passenger	In excess of 8.5 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
S15	20 passenger	4 hour limited	Daily Rate	\$ 336.79 /day	\$ N/A /day
S16	20 passenger	In excess of 4 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour
S17	20 passenger	2 hour limited	Daily Rate	\$ 302.94 /day	\$ N/A /day
S18	20 passenger	In excess of 2 hrs.	Hourly Rate	\$ 51.40 /hour	\$ N/A /hour

**C. WHEEL CHAIR BUS TRANSPORTATION**

<b>WHEEL CHAIR TRANSPORTATION</b>			<b>RATES</b>	<b>PARKING ON DISTRICT PROPERTY</b>	<b>PARKING OFF DISTRICT PROPERTY</b>
W1	8 chair Passenger bus	Unlimited	Daily Rate	\$ 452 /day	\$ N/A /day
W2	4 chair Passenger bus	Unlimited	Daily Rate	\$ 452 /day	\$ N/A /day

**D. FIELD TRIP – ATHLETIC AND EXTRA CURRICULAR TRIPS**

**ON NON-SCHOOL DAYS DURING REGULAR SCHOOL YEAR AND ALL OTHER DAYS  
OUTSIDE OF THE REGULAR SCHOOL YEAR: MINIMUM FOUR (4) HOURS.**

<b>FIELD TRIP – ATHLETIC AND EXTRA CURRICULAR TRIPS TRANSPORTATION</b>		<b>RATES</b>	<b>PARKING ON DISTRICT PROPERTY</b>	<b>PARKING OFF DISTRICT PROPERTY</b>
F1	90 passenger	Hourly Rate	\$ N/A /hour	\$ N/A /hour
F2	84 passenger	Hourly Rate	\$ 58.92 /hour	\$ N/A /hour
F3	50 passenger	Hourly Rate	\$ 58.92 /hour	\$ N/A /hour
F4	36 passenger	Hourly Rate	\$ 58.92 /hour	\$ N/A /hour
F5	20 passenger	Hourly Rate	\$ 58.92 /hour	\$ N/A /hour

\* Charge for late notice or cancellation of a scheduled trip:

\* **CANCELLATION CHARGE:** This charge shall be applicable only when the District's notice of cancellation of a scheduled trip is not given to the Contractor at least two (2) hours prior to the time of the first scheduled pupil pick up.

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

**Topic:** APPROVAL OF TO AWARD RFP NO. 02-17/18 PUPIL TRANSPORTATION SERVICES TO FIRST STUDENT FOR THE 2018-2019 SCHOOL YEAR

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the proposal for pupil transportation services with First Student.

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

**I. BACKGROUND**

On April 5, 2018 a Request for Proposal (RFP) was issued Pupil Transportation Services. The DISTRICT is interested in obtaining competitive proposals for k -12 pupils geographically residing within the Pasadena Unified School District. Services that the DISTRICT may require will be providing regular home-to –school, special education home- to –school and extracurricular pupil transportation. Based on these requirements the DISTRICT received two (2) responses Santa Barbara Transportation Corp DBA: Student Transportation of America and First Student. After reviewing and comparing the list of services and prices from each of the two (2) companies a determination was made to contract with Universal.

**II. STAFF ANALYSIS**

District staff recommends approving the contract with First Student to provide Pupil transportation Services that will include special education home- to school transportation and extracurricular pupil transportation. The contract No. for Student First Contract will be assigned the contract number RC 1128.

The Facilities Committee vetted this Board Report on June 21, 2018.

**Attachment:** Price sheet, Bid Recap Sheet

**III. FISCAL IMPACT**

Cost will be determined per district needs

**Pasadena Unified School District  
Board of Education Agenda:** June 28, 2018  
**Prepared by:** Nelson Cayabyab, Chief Facilities Officer

Funding Code: 01.0-07230.0-00000-0000-5850-000000212

Originator: Nelson Cayabyab, Chief Facilities Officer

RFP RECAP NO. 02-17/18												
PUPIL TRANSPORTATION SERVICES												
RFP DUE DATE AND TIME: 05/15/18, 2pm												
	FIRM NAME	Time Stamp	Addendum	1 Original 2 Copies	Proposal Form / Price Schedule	Proposed School Bus Inventory and Property Summary	Additional Property Summary	Non Collusion Affidavit	Criminal Records Check	Contractor's Certificate Regarding Workers Comp	Proposal Questionnaire	Bid Bond (10%)
1	Santa Barbara Transporation Corp DBA: Student Transporation of America	05/15/18 1:10pm	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2	First Student	05/15/18 9:22am	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
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**BOARD OF EDUCATION  
PASADENA UNIFIED SCHOOL DISTRICT  
PASADENA, CALIFORNIA**

**Topic:** APPROVAL OF JPA FOR COVINA- VALLEY UNIFIED SCHOOL DISTRICT & LOS ANGELES SCHOOL DISTRICTS ROUTINE AND DEFERRED MAINTENANCE SERVICES CONTRACT.

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the JPA for Covina- Valley Unified School District & Los Angeles School Districts Routine and Deferred Maintenance Services Contract.

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

**I. BACKGROUND**

Covina Valley Unified School District is acting as a lead Agency in regards to a county wide (Los Angeles County School district and deferred maintenance contract for services) The reasoning behind the contract/ award is to creates the ease of access regarding basic labor services in regards to school district standard routine and deferred maintenance projects. The goal is to create continuity of quality, labor services in conjunction with ease of access and extended workmanship warranties.

The contract includes ten-year warranties for all labor services and thirty-year warranties on materials, project management, no cost design service, local inventory, and no cost warehousing for owner supplied goods. The contract addresses Prop 65 compliancy and LEED compliant applications. The materials will be sold at a 35 percent less publish price list.

**II. STAFF ANALYSIS**

District staff recomends participation in the Covina Valley Unified School Dsitric JPA for Deferred Maintenance Constract for Services

The Facilities Committee vetted this Board Report on June 28, 2018.

**Attachment:** Notice & Due Diligence Worksheet, Board Matters, Bid Documents, Award and Service Provider Info.

**III. FISCAL IMPACT**

N/A

**Pasadena Unified School District  
Board of Education Agenda:** June 28, 2018  
**Prepared by:** Nelson Cayabyab, Chief Facilities Officer

Funding code: N/A

Originator: Nelson Cayabyab, Chief Facilities Officer

## **Notice Calling for Bids**

ABC Unified, Acton-Aqua Dulce Unified, Alhambra Unified, Antelope Valley Joint Union High, Arcadia Unified, Azusa Unified, Baldwin Park Unified, Bassett Unified, Bellflower Unified, Beverly Hills Unified, Bonita Unified, Burbank Unified, Castaic Unified, Centinela Valley Union High, Charter Oak Unified, Claremont Unified, Compton Unified, Covina-Valley Unified, Culver City Unified, Downey Unified, Duarte Unified, East Whittier City, Eastside Union, El Monte City, El Monte Union High, El Rancho Unified, El Segundo Unified, Garvey, Glendale Unified, Glendora Unified, Gorman Joint, Hacienda La Puente Unified, Hawthorne, Hermosa Beach City, Hughes-Elizabeth Lakes Union, Inglewood Unified, Keppel Union, La Canada Unified, Lancaster, Las Virgenes Unified, Lawndale Elementary, Lennox, Little Lake City, Long Beach Unified, Los Angeles Unified, Los Nietos Unified, Lowell Joint, Lynwood Unified, Manhattan Beach Unified, Monrovia Unified, Montebello Unified, Mountain View, Newhall, Norwalk-La Mirada Unified, Palmdale, Palos Verdes Peninsula Unified, Paramount Unified, Pasadena Unified, Pomona Unified, Redondo Beach Unified, Rosemead, Rowland Unified, San Gabriel Unified, San Marino Unified, Santa Monica-Malibu Unified, Saugus Union, South Pasadena Unified, South Whittier, Sulphur Springs Union, Temple City Unified, Torrance Unified, Valle Lindo, Walnut Valley Unified, West Covina Unified, Westside Union, Whittier City, Whittier Union High, William S. Hart Union High, Wilsona, Wiseburn Unified School Districts

### **Surfacing and Ancillary Services District Wide Bid #17-18-101**

#### **1.1 BID TIME, DATE AND PLACE:**

- A. Bid Opening Date and Time Deadline: **November 8, 2017 at 2:00 PM PST**
- B. Place of Bid Receipt: Covina-Valley Unified School District (LEAD AGENCY) 519 E. Badillo St., Covina, CA 91723, Purchasing Dept.
- C. Project Name: Surfacing and Ancillary Services District Wide Bid #17-18-101
- D. Mandatory Pre-Bid Conference: **October 19, 2017 at 2:00 PM PST**  
519 E. Badillo St., Covina, CA 91723, Purchasing Conference Room

#### **1.2 SUMMARY OF WORK:**

Project Description:

This project consists of replacing, repairing or maintaining Surfacing and Ancillary Services at all sites throughout the District on an as needed basis.

#### **1.3 NOTICE:**

- A. NOTICE IS HEREBY GIVEN that the above named school districts of Los Angeles County, California, acting by and through their Governing Boards, hereinafter referred to as "DISTRICTS" will receive sealed bids for award of a contract for the above-named Project up to, but not later than the bid deadline.
- B. Bid documents shall be available on file at the Covina-Valley Unified School District.
- C. Bids shall be received in the place identified above. Whether or not bids are opened exactly at the time fixed in this notice, no bids will be received after the bid deadline.
- D. The bid package will be available at <http://www.c-vusd.org> for downloading.
- E. Pursuant to the requirements of Labor Code Section 1770 et. Seq., the successful bidder and each of its subcontractors of any tier performed for each craft or type of worker needed to execute the contract ("prevailing wages").
- F. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.
- G. Each BIDDER must post a bid bond or other security in the amount of **10%** of the amount of the bid with the bid. The value of the bid will be based on a hypothetical project identified in the bid documents.
- H. Each BIDDER, simultaneously with the execution of the Contract Agreement, will be required to furnish a Labor and Material Performance Bond in an amount equal to five million dollars (\$5,000,000) each, ten million dollars (\$10,000,000) total. Said Bonds shall be from an admitted California Surety satisfactory to the DISTRICTS and listed in the Federal Register, issued by the Department of Treasury and licensed in California. Said Bonds shall remain in full force and effect through the entire contract period.
- I. The BIDDER shall be a licensed contractor pursuant to the Business and Professions Code: Div. 3, Ch. 9, Article 4 and be licensed in the applicable classifications for the trades for which the contractor is submitting a bid. The required license is B.
- J. This project has 3% Disabled Veteran Business Enterprise participation goals.
- K. Questions about this PROJECT should be directed to:  
Contact: Robin Harbert Email Address: [rharbert@c-vusd.org](mailto:rharbert@c-vusd.org)  
Lead Agency: Covina-Valley Unified School District
- L. No Bid may be withdrawn until sixty (60) days after the Bid Opening Date.
- M. The DISTRICTS reserves the right to reject any and all bids or to waive irregularities in any bid.
- N. Covina-Valley Unified School District is an "equal opportunity" employer.
- O. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at the time of bid.

## AGREEMENT

THIS AGREEMENT, dated the 19<sup>th</sup> day of January, 2018, in the County of Los Angeles, State of California, is by and between COVINA-VALLEY UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT"), and KYA Service, LLC, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as Surfacing and Ancillary Services District Wide Bid #17-18-101 according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice to Bid, Instructions for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, Bidding and Contract Requirements, General Conditions, Supplementary Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.
3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Not to Exceed Five Hundred Thousand Dollars (\$500,000) for projects completed in the first year of a potential five year contract.



4. The work shall be commenced on or before the tenth (10th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed on an as needed basis during the term of the contract.
5. The Initial term of the agreement shall commence on February 1, 2018 and shall terminate on January 31, 2019. The Initial term may be extended upon mutual consent of the DISTRICT and CONTRACTOR for an additional four (4) terms of one (1) year each commencing February 1<sup>st</sup> and ending January 31<sup>st</sup> of the following year ("Additional Terms") in accordance with the terms agreed to by DISTRICT and CONTRACTOR.

Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1000) for each calendar day of delay within each phase until work is completed and accepted. Liquidated damages for concurrent phases will accumulate per phase. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- i. Cease operations as directed by DISTRICT in the notice;
- ii. Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- iii. Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees, PROJECT MANAGER and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated

losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- i. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
- ii. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,
- iii. failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- iv. any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- v. any breach of duty, obligation or requirement under the Project Documents;
- vi. any failure to coordinate the work of other contractors;
- vii. any failure to provide notice to any party as required under the Project Documents;
- viii. any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- ix. any failure to protect the property of any utility company or property owner.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents, employees, or PROJECT MANAGER on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents, employees, or PROJECT MANAGER in any action, suit or other proceedings as a result thereof.



8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverages as set forth in Articles 16, 17, 18 and 19 of the General Conditions and as further set forth in the Supplementary Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.
9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.
11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR KYA Services LLC

SIGNATURE

SIGNATURE

Robert McEntire

Edwin Jay

PRINT NAME

PRINT NAME

Chief Business Officer

Director

TITLE

TITLE



984827

Contractor's License No.

46-2267568

Tax ID/Social Security No.

1000003379

DIR Registration No.

226229

DIR Project ID No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

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

**Topic:** APPROVAL OF CHANGE ORDER NO. 12 WITH G2K CONSTRUCTION FOR THE WASHINGTON ACCELERATED ELEMENTARY SCHOOL– NEW CONSTRUCTION/ CAMPUS ENRICHMENT PROJECT.

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves Change Order No. 12 with G2K Construction for the Washington Accelerated Elementary School – New Construction/ Campus Enrichment in the amount of \$49,530.71

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

**I. BACKGROUND**

On June 26, 2014 The Board of Education approved the contract for Construction for the Washington Accelerated Elementary School – New Construction/ Campus Enrichment project to G2K Construction in the amount of \$14,439,000.00. There were ten previous change orders in the amount of \$1,860,196.48 bringing the total value to \$16,299,196.48

**II. STAFF ANALYSIS**

District staff recommends the approval of Change Order No. 12 with G2K Construction for the Washington Accelerated Elementary School – New Construction/Campus Enrichment in the amount of \$49,530.71. This change order represents unforeseen conditions and Architect/ District requested scope changes and approved construction coordinated design items. With this change order (No. 12) the total contract value for the project will be \$16,348,727.19 and the total change order percentage will be approximately 13.2% at approximately 98.5% completion of the overall project. Note: A resolution was done and approved by the board for the Change Orders exceeding the 10% limit (Reference Resolution #\_\_\_\_\_, dated approval date of \_\_\_\_\_).

The Facilities Committee vetted this Board Report on June xx, 2018

**Attachments:** Change Order No. 12

**III. FISCAL IMPACT**

Funds in an amount not to exceed \$49,530.71 are available in the Washington Elementary School Measure TT Account.

**Pasadena Unified School District**  
**Board of Education Agenda:** June 28, 2018  
**Prepared by:** Nelson M. Cayabyab, Chief Facilities Officer

**Funding code:** 21.1-95045.0-00000-85000-6270-0750000

Originator: Nelson Cayabyab, Chief Facilities Officer



## CHANGE ORDER NUMBER 12

**Distribution to:**

Owner: Pasadena Unified School District  
Architect: LPA, Inc.  
Contractor: G2K Construction, Inc.  
Inspector of Record: Ned Khachikian

**PROJECT:** Washington Accelerated Elementary School

**INITIATION DATE:** June 12, 2018  
**OWNER:** Pasadena Unified School District  
**ARCHITECT:** LPA, Inc.  
**CONTRACTOR:** G2K Construction, Inc.  
**D.S.A. File:** File # 19-80; A# 03-113658  
**CONTRACT DATE:** Nov. 03, 2014  
**COMPLETION DATE:** Dec. 21, 2016

**You are directed to make the following changes in this contract:**

**DETAILED DESCRIPTION OF CHANGES**

**ITEM NO. 01: COP 142R1 HVAC Duct Revisions at Shear Wall Penetrations**

Provide revisions to HVAC ducting at shear wall penetrations per DSA requirements

**REQUESTED BY:** G2K Construction, Inc.

**REASON FOR CHANGE:** Coordination of HVAC with DSA shear wall requirements.

**TOTAL DOLLAR AMOUNT OF CHANGE**.....\$4,039.28  
**CHANGE IN CONTRACT TIME** .....Zero Calendar days

**ITEM NO. 02: COP 231R1 Power/Low Voltage Fire Alarm Connection for Gas Shutoff**

Provide fire alarm connection/relay for gas shut off at kitchen hood assembly

**REQUESTED BY:** G2K Construction, Inc.

**REASON FOR CHANGE:** Fire alarm connection / relay for gas shut off required for fire alarm system.

**TOTAL DOLLAR AMOUNT OF CHANGE**.....\$2,822.04  
**CHANGE IN CONTRACT TIME** .....Zero Calendar days

**ITEM NO. 03: COP 240 Upgrade Light Fixtures at Stairways**

Provide exterior grade housings for exterior stair light fixtures.

REQUESTED BY: Owner

REASON FOR CHANGE: Exterior grade fixture housings required at exterior stair conditions.

TOTAL DOLLAR AMOUNT OF CHANGE.....\$1,012.70  
CHANGE IN CONTRACT TIME .....Zero Calendar days

**ITEM NO. 04: COP 241 Additional Building Signage**

Provide additional building identification signage per Fire Department direction / requirement

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Additional building identification signage required by Pasadena Fire Department

TOTAL DOLLAR AMOUNT OF CHANGE.....\$387.72  
CHANGE IN CONTRACT TIME .....Zero Calendar days

**ITEM NO. 05: COP 244 Add Door Astragal at Kitchen Service Doors**

Provide door astragal at Kitchen service door entrance.

REQUESTED BY: Owner

REASON FOR CHANGE: Door astragal needed for additional door / entrance security.

TOTAL DOLLAR AMOUNT OF CHANGE.....\$261.60  
CHANGE IN CONTRACT TIME .....Zero Calendar days

**ITEM NO. 6: COP 247R1 Removal of Contaminated Asphalt (Phase II)**

Remove and dispose of contaminated asphalt at Phase II

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Unforeseen condition - asphalt removed for Phase II work was contaminated (petromat) and thicker than anticipated requiring addition processing for handling and proper disposal.

TOTAL DOLLAR AMOUNT OF CHANGE.....\$19,791.79  
CHANGE IN CONTRACT TIME .....Zero Calendar days

**ITEM NO. 07: COP 248 Cost to Install Temporary Sound Barrier for Phase II Work**

Labor only cost to install sound blankets along fence line between now occupied Bldg 'C' Classroom Building and ongoing Phase II site work.

REQUESTED BY: Owner

REASON FOR CHANGE: Needed for sound mitigation to ensure acceptable sound levels in the classroom environment.

TOTAL DOLLAR AMOUNT OF CHANGE.....\$1,771.14  
CHANGE IN CONTRACT TIME .....Zero Calendar days

**ITEM NO. 08: COP 250 Roof Duct Supports**

Provide and install roof duct supports where required.

REQUESTED BY: Owner

REASON FOR CHANGE: Roof duct support system revised for compliance with roof system / roof warranty.

TOTAL DOLLAR AMOUNT OF CHANGE.....\$10,004.08  
CHANGE IN CONTRACT TIME .....Zero Calendar days

**ITEM NO. 09: COP 251 Remobilization for Phase II Asphalt Paving**

Remobilization of grading and excavation equipment for phasing of site work to mitigate construction impact to ongoing school activities / facilities.

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Remobilization of grading and excavation equipment required for phasing of site work to mitigate construction impact to ongoing school activities / facilities.

TOTAL DOLLAR AMOUNT OF CHANGE.....\$2,743.22  
CHANGE IN CONTRACT TIME .....Zero Calendar days

**ITEM NO. 10: COP 252 Revise Location of Light Fixtures at Teacher Smart Board Locations**

Costs associated with relocation of ceiling light fixtures at Teacher Smart Board locations.

REQUESTED BY: Owner

REASON FOR CHANGE: Lighting layout revised to provide enhanced lighting at teacher smart board area

TOTAL DOLLAR AMOUNT OF CHANGE.....\$4,443.00  
CHANGE IN CONTRACT TIME.....Zero Calendar days

**ITEM NO. 11: COP 253 Provide Additional Electrical / Low Voltage Relays for Elevator**

Provide new conduit pathway to existing P.A. termination cabinet for connection of new P.A. and Clock systems (existing conduit do not provide adequate pathway / capacity).

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Additional relays at existing electrical panel required for elevator controls.

TOTAL DOLLAR AMOUNT OF CHANGE.....\$2,254.14  
CHANGE IN CONTRACT TIME.....Zero Calendar days

Not valid until approved by the School District, Contractor and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time. The Architect has reviewed the figures submitted by the Contractor, and they have been reviewed and approved by the School District; we believe this request is valid and recommend your approval for acceptance.

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the terms herein and in compliance with the applicable sections of the contract documents. This change order is hereby agreed to, accepted, and approved, all in accordance with the General Conditions of the contract documents.

The original Contract Price was .....\$14,439,000.00

Net change by previously authorized Change Orders .....\$1,860,196.48

The Contract Price prior to this Change Order was .....\$16,299,196.48

The Contract Price will be increased by this Change Order.....\$ 49,530.71

The Contract Price including this Change Order will be .....\$16,348,727.19

The Contract Time is changed by a total of Zero calendar days, therefore, the Date of Substantial Completion from the previously approved date of Dec. 21, 2016 remains unchanged.

<b>ARCHITECT:</b> LPA, Inc. 5161 California Ave. Suite 100 Irvine, CA 92617	<b>CONTRACTOR:</b> G2K Construction, Inc. 28348 Roadside Dr. Suite 205 Agora Hills, CA 91301	<b>OWNER:</b> Pasadena Unified School District 351 So. Hudson Avenue Pasadena, CA 91103
By:	By:	By:
DATE:	DATE:	DATE:

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

**Topic:** APPROVE THE ADDED CONSTRUCTION ADMINISTRATION SERVICES DUE TO AN EXTENSION IN THE CONSTRUCTION SCHEDULE WITH LPA FOR THE WASHINGTON ACCELERATED ELEMENTARY SCHOOL PROJECT.

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District Education approves the extended construction administration schedule with LPA Architects for contract administration services from January 1, 2018 to May 31, 2018 in the amount not to exceed \$48,000.00

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

**I. BACKGROUND**

LPA's original contract with PUSD stipulated an expected construction completion date of August 14, 2016. Previous contract amendments extended LPA's construction administration services through December 31, 2017. This Proposal, in the amount of \$48,000.00, covers continuation of LPA's extended construction administration services through May 31, 2018. The completion of this project, which has now reached Substantial Completion, is extended due to numerous factors that have incurred to date including but not limited to unforeseen soils conditions, District directed changes, weather events and Contractor delays. The major contributing factor to the delays is with the general contractor's inability to meet deadlines and resulted in the Surety Company having to take over the remaining of the project to completion.

**II. STAFF ANALYSIS**

District staff recommends approving the additional construction administration services and additional bidding / project administration services for LPA at the Washington Accelerated Elementary School project.

This Board Report was vetted by the Facilities Committee on June xx, 2017

**Attachment:** LPA Inc. Additional Services Proposal

**III. FISCAL IMPACT**

Funds in the amount not to exceed \$48,000.00 are available in the Measure TT Account for the Washington Accelerated Elementary School project.

**Pasadena Unified School District**  
**Board of Education Agenda:** June 28, 2018  
**Prepared by:** Nelson Cayabyab, Chief Facilities Officer

**Funding Code:** 21.1-95045.0-00000-85000-6210-0750000

Originator: Nelson Cayabyab, Chief Facilities Officer

DRAFT



p. 949.261.1001  
w. lpainc.com

f. 949.260.1190  
e. lpa@lpainc.com

5161 California Avenue, Suite 100, **Irvine**, California 92617

May 17, 2018

Mr. Nelson Cayabyab  
**Chief of Facilities**  
Pasadena Unified School District  
740 Woodbury Road  
Pasadena, CA 91103

**Re: Washington Accelerated Elementary School  
Extended Construction Administration Schedule  
Additional Services Proposal (January 01, 2018 – May 31, 2018)  
LPA Project No. 29045.20**

Dear Nelson:

Please accept this proposal for the continuation of LPA's construction administration services for the above referenced project.

As you know, the construction schedule for the Washington Accelerated ES has now extended beyond the original contract's adjusted date of January 31, 2017 as negotiated between PUSD and G2K. This revised proposal covers LPA's continued Construction Administration (CA) services from January 01, 2018 through May 31, 2018.

As a reminder, the schedule's extension can be attributed to numerous factors incurred to date. These factors include, but are not limited to the following: delays due to unforeseen soils conditions and underground structures, significant weather events, lack of coordination by the Contractor in effectively managing sub-contractors, poorly drafted RFIs requiring multiple iterations to address basic questions, review and processing of numerous change order proposals, fragmented and/or incomplete submittals, ongoing submittals and addressing project components not constructed in conformance with the contract documents and constructed elements in non-conformance with testing/inspection requirements. LPA has expended an extraordinary effort to respond to the issues above beyond that which is typically necessary during the construction phase for a similar type project. There is every indication these issues will continue, and that LPA will need to provide on-going CA services to meet the demands of this very challenging project.

In accordance with our master agreement dated June 15, 2009, Exhibit B, Item No.15, the Architect is entitled to additional compensation for providing contract administration services after the construction contract time has been exceeded. Additionally, Item No.5 of Exhibit B indicates additional services are also warranted when architectural services are made necessary as a result of major defects in the work caused by the Contractor in the performance of its construction contract.

This revised fee is predicated upon LPA's historical efforts expended during the first quarter of 2018 and assumes the challenges of interfacing with the present General Contractor will continue through the duration of the project. We are proposing a monthly contract for extended Construction Administration services as summarized below:

- Monthly Fee of \$11,000.00 X 3 months = \$33,000.00 Total (Jan 01, 2018 thru March 31, 2018).
- Monthly Fee of \$7,500.00 X 2 months = \$15,000.00 Total (April 1 2018 thru May 31 2018).

The total fee request to extend LPA's CA services from Jan. 1, 2018 to May 31, 2018 is \$48,000.00.

Please note that these extended services for CA commenced January 1, 2018. LPA has been invoicing for the services but has recently experienced delays in reimbursement due to not having final approval of this latest request. Anything to expedite the issuance of an approved district PO will be appreciated. In advance, thank you.



**Pasadena Unified School District  
Washington Accelerated Elementary School  
LPA PROJECT NO. 29045.20**

Page 2

Sincerely,  
LPA, Inc.

A handwritten signature in blue ink, appearing to read 'Brandon de Arakal', written over the typed name.

Brandon de Arakal, AIA, LEED BD&C  
Associate

cc:  
Anson Rane, PUSD  
Jon Mills, LPA



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

**Topic:** APPROVAL TO AMEND CONTRACT PAA 76-2 WITH LPA ARCHITECTS AT THE WASHINGTON ACCELERATED ELEMENTARY SCHOOL PROJECT.

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District Education approves the contract increase with LPA Architects,

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

**I. BACKGROUND**

During the course of the recent construction projects for both the Washington Middle School Gymnasium and the Washington Accelerated Elementary School, certain site work was de-scoped from the respective projects. Such de-scoping was done in the interest of both the timely completion of the main portions of the projects and to in order to phase the work to lessen school site impact during the main project's completion. LPA Architect is the architect of record for both the Washington Middle School and the Washington Accelerated Elementary School projects and has provided a proposal, in the amount of \$49,300.00, for additional architectural and engineering fees for the athletic fields desing at both sites. The design is prepping the package for bidding and project administration for completion of the remaining site work scope for both Washington MS and Washington ACC. Athletic fields.

**II. STAFF ANALYSIS**

District staff recommends approving additional bidding / project administration services for LPA for the remaining site work scope for the Washington Middle School and Washington Accelerated Elementary School

This Board Report was vetted by the Facilities Committee on June xx, 2017

**Attachment:** LPA Inc. Proposal

**III. FISCAL IMPACT**

Funds in the amount not to exceed \$49,300.00 are available in the Measure TT Account for the Washington Accelerated Elementary School project.

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

**Funding Code:** 21.1-95045.0-00000-85000-6210-0750000

Originator: Nelson Cayabyab, Chief Facilities Officer

DRAFT

June 15, 2018

Mr. Nelson Cayabyab  
**Chief of Facilities**  
Pasadena Unified School District  
740 Woodbury Road  
Pasadena, CA 91103

**Re: Washington Accelerated Elementary School  
Phased Summer Work Bid Set  
Additional Services Proposal  
LPA Project No. 29045.20**

Dear Nelson:

Please accept this proposal to prepare a separate bid package for the middle and elementary school sites as outlined below. This package will include the sidewalk and street corner modifications along Raymond Ave. requested by the City of Pasadena. Please note that the sidewalk replacement plans have been reviewed and approved by the City under a separate contract modification and the costs associated with those tasks are not included in this proposal. Briefly, the following proposal covers LPA 's services to repackage the middle and elementary schools' DSA approved drawings and specifications to create a single bid set covering the completion and restoration of the school's field and playground areas that were descoped from their respective sites' general contractors by the school district.

LPA's fee breaks down as follows:

- Civil: \$24,000.00
- Landscape: \$15,000.00
- Irrigation: \$10,300.00

Total fee to prepare the site bid set = \$49,300.00.

We look forward to the District's subsequent approval of this proposal and issuance of an appropriate District P.O. so that we may proceed. Please feel free to contact me with any questions you may have regarding this proposal. In advance, thank you.

Sincerely,  
LPA, Inc.



Brandon de Arakal, AIA, LEED BD&C  
Associate

cc:  
Anson Rane, PUSD  
Jon Mills, LPA

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

**Topic:** APPROVAL TO ACCEPT CUPCCA BID #C05-17/18, 'MUIR HIGH SCHOOL – POOL REPAIRS' PROJECT, AS COMPLETE.

<b>RECOMMENDATION:</b> The Board of Education approves to accept CUPCCA Bid No. C05-17/18, 'Muir High School – Pool Repairs', as complete.
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**District Priority/Strategy:** To ensure a clean, safe, and orderly environment that supports learning.

**I. BACKGROUND**

On December 20, 2017, the District issued a Notice of Award to Caliber Commercial Pool Service for the 'Muir High School – Pool Repairs' project (Bid #C05-17/18) for the total amount of \$112,918.05.

**II. STAFF ANALYSIS**

District staff has determined that all of the work for the 'Muir High School – Pool Repairs' project has been completed and recommends that the Board of Education accept the work by Caliber Commercial Pool Service as complete. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office for Contract CUPCCA Bid #C05-17/18 and to release retention when the required mandatory days have lapsed.

The Facilities Committee vetted this Board Report on June 28, 2018

**III. Fiscal Impact**

N/A

<b>Pasadena Unified School District Board of Education Agenda: ---- Prepared by: <u>Nelson Cayabyab, Chief Facilities Officer</u></b>
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<b>Funding Code:</b> 21.1-95126.0-00000-85000-6275-0500000
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Originator: Nelson Cayabyab, Chief Facilities Officer

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

**Topic:** APPROVAL OF THE CHANGE ORDER NO. 2 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 the Change Order No. 2 with Shenk Developers, Inc. for the Norma Coombs New Classroom and Administration Buildings project in the amount not to exceed \$115,000.00

**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 one previous change orders in the amount of \$32,280.72 bringing the previous total value to \$6,625,280.72.

**II. STAFF ANALYSIS**

District staff recommends the approval of Change Order No. 2 with Shenk Developers for the Norma Coombs – New Classroom and Administration Buildings project in the amount not to exceed \$115,000.00. This change order represents unforeseen conditions and Architect/ District requested scope changes. With this change order (No. 2) the total contract value for the project will be \$6,740,280.72 and the total change order percentage for the project will be approximately 2.3% at approximately 72% completion of the overall project.

This Board Report was vetted by the Facilities Committee on June xx, 2018.

**Attachments:** Change Order No. 2

**III. FISCAL IMPACT**

Funds in an amount not to exceed \$115,000.00 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:** June xx, 2018  
**Prepared by:** Nelson M. Cayabyab, Chief Facilities Officer

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

# 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.....2**  
**Date: June 18, 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 without Allowance:	\$ 6,593,000.00
Original Allowance in Base Contract is:	\$ 150,000.00
Net Change by previously authorized Change Orders:	\$ 32,280.72
The Contract Sum prior to this Change Order was:	\$ 6,625,280.72
Amount used in the Allowance:	\$ 0.00
The Contract Sum will be <u>increased</u> by this Change Order amount:	\$ 114,022.00
The new Contract Sum amount is:	\$ 6,739,302.72
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

  
(Signature)

BY Scott Gaudineer, C-14211

DATE 06/18/2018

## CONTRACTOR

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

\_\_\_\_\_  
(Signature)

BY \_\_\_\_\_

DATE \_\_\_\_\_

*Authorized:*

## OWNER

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

\_\_\_\_\_  
(Signature)

BY Mr. Nelson Cayabyab

DATE \_\_\_\_\_

**NORMA COOMBS ELEMENTARY SCHOOL**  
**New Classroom and Administration Buildings DSA 03-115288 (F&M# 2332.600)**  
**CHANGE ORDER #2**

**ATTACHMENT 'A'**

**Item 1**

Description: Supply and install four (4) additional CCTV cameras ADD \$9,276.00  
including the power supply.  
(Reference: CCD 07B, COR #20R)

Requested by: District

Reason: Added Scope. Cameras were required at additional locations.

**Item 2**

Description: Additional work due to the relocation of the underground ADD \$15,105.00  
water retention system.  
(Reference: COR #26R, RFI's 3, 17, 129, and 131)

Requested by: District

Reason: Drainage system was reconfigured to expedite work while maintaining existing  
buildings functional. Additional piping was required due to reconfiguration.

**Item 3**

Description: Revise suspended ceiling lay-out in classroom ADD \$5,871.00  
Building (4 rooms) and add four (4) light fixtures in.  
(Referenced: CCD 10B, COR #27RR)

Requested by: District

Reason: Ceiling had to be rotated due to needed access to fan coil units thereby requiring  
additional light fixtures.

**Item 4**

Description: Provide and install three (3) attic lights in ADD \$2,830.00  
Administration building.  
(Reference: COR #28RR, RFI 127)

Requested by: District

Reason: Added scope. There was no attic lighting on the original scope of work.

**Item 5**

Description: Ramp addition along Paloma Street between building ADD \$74,594.00  
1 and building 6 entrance.  
(Reference: CCD 11A, COR #29R)

Requested by: District

Reason: Added scope. District required accessibility to existing buildings.

**Item 6**

Description: Add locks to cabinets at Classrooms 01, 02, 03, ADD \$6,346.00  
04, Conference room 08, and Mailroom 05.  
(Reference: COR #30)

Requested by: District

Reason: Added scope. District required lockable cabinets.

**TOTAL CHANGE ORDER AMOUNT: \$114,022.00**

**Time extension added to the contract: ' 0 ' Days**

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

**Topic:** APPROVAL OF THE CITIZEN'S OVERSIGHT COMMITTEE MEMBERS RESIGNATION

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District accepts the resignation of one member of the Citizens' Oversight committee.

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

**I. BACKGROUND**

The voters of the District approved Measure TT, a Proposition 39 General Obligation bond on November 4, 2008. Proposition 39 requires a Citizens Oversight Committee to oversee bond activities. The COC Bylaws state that the Committee shall consist of between 9 and 15 members.

**II. STAFF ANALYSIS**

Staff recommends that the Board of Education hereby accepts the resignation of Mr. Mike Mohit and Ms. Camille Dudley, if the Board accepts their resignations the Committee would stand at 11 members.

The Facilities Committee vetted this Board Report on June 20, 2018

**Attachments:** Emails from COC members Mr. Mike Mohit and Ms. Camille Dudley to COC Chair notifying their resignations.

**III. FISCAL IMPACT**

N/A

**Pasadena Unified School District**  
**Board of Education Agenda:** June 28, 2018  
**Prepared by:** Nelson Cayabyab, Chief Facilities Officer

Funding code: N/A



Report No. 1323-F

Date: June 28, 2018

Originated by: Nelson Cayabyab, Chief Facilities Officer

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

**Topic:** APPROVAL TO AWARD THE BID NO. 03-17/18 TO CHRISTIE WHITE ASSOCIATES FOR PERFORMANCE AUDIT SERVICES FOR PROPOSITION 39 BOND FUNDS FOR FY 2017-2018

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves to award the Bid No. 03-17/18 to Christie White Associates in the amount not to exceed \$10,500.00, for Performance Audit Services for Proposition 39 Bond Funds for FY 2017-2018 (can be renewed annually for the remainder of the MTT Bond Funds or two more years to cover the FYs 19-21).

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

**I. BACKGROUND**

On November 4, 2008, the voters in Pasadena passed the \$350 million Measure TT bond initiative to repair and upgrade Pasadena Unified School District's aging and deteriorating campuses. The California Constitution Article XIII A, Section 1, subdivision (b), paragraph (3), subparagraphs (C & D) require the District to conduct annual independent financial and performance audits of bond funds. Nigro & Nigro, the auditors for Measure TT for FY 2016-2017 contract term ended out. An RFQ process was conducted with COC members and staff and out of the three firms participating, Christie White Associates was selected and is recommended for board approval. The district received RFQs from the following list of firms that made it through the selection and the interview process. See attachment.

**II. STAFF ANALYSIS**

District staff, following the unanimous selection of the designated bid review panel, recommends awarding the Performance and Financial Audit Services for PUSD Proposition 39 Bond Funds for FY 2017-2018 to Christie White Associates. This contract can be renewed annually for the duration of the MTT Bond funds.

The Facilities Committee vetted this Board Report on June 21, 2018.

**Attachments:** 1) Bid participants list.  
2) Christie White Associates proposal for Audit Services.

**III. FISCAL IMPACT**

Funds in the amount not to exceed \$ 11,500.00 are available in the Measure TT account.

**Pasadena Unified School District  
Board of Education Agenda: June 28, 2018  
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

Report No. 1324 -F

Meeting Date: June 28, 2018

Funding code: 2 1. 1-95000.0-00000-85000-5820-0000710

Originator: Nelson Cayabyab, Chief Facilities Officer

**Request for Proposal No. 03-17/18  
FINANCIAL AND PERFORMANCE AUDIT SERVICES OF  
PROPOSITION 39 BOND MEASURE "TT" SCHOOL FACILITIES PROGRAM  
PASADENA UNIFIED SCHOOL DISTRICT**

**PASADENA, CALIFORNIA**

**FOR THE FISCAL YEAR ENDING  
JUNE 30, 2018 WITH AN OPTION TO RENEW THROUGH JUNE 30, 2020**

***Submitted on May 11, 2018 by:***  
**John Whitehouse, CPA, Audit Partner**

**Corporate Office**  
348 Olive Street  
San Diego, California 92103  
E-Mail: [jwhitehouse@christywhite.com](mailto:jwhitehouse@christywhite.com)  
[www.christywhite.com](http://www.christywhite.com)  
Telephone: 619-270-8222  
Fax: 619-260-9085

***Los Angeles Office  
Assigned to Serve  
Pasadena Unified School District***

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## LETTER OF TRANSMITTAL

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May 11, 2018

Pasadena Unified School District  
Attn.: Christine Ward, Director, Procurement & Contracts  
351 South Hudson Avenue, Room 102  
Pasadena, CA 91109

Dear Ms. Ward:

Christy White Associates (CWA) is pleased to respond to your request for proposal for **Pasadena Unified School District's** (the "District's") Annual Independent Financial and Performance Audit of the District's Proposition 39 **Bond Measure TT** School Facilities Program for fiscal year ending June 30, 2018 with an option for renewal through June 30, 2020. In this proposal, we believe that you will find that our firm is not only highly qualified to perform the audit for Pasadena Unified School District, but is prepared to do what it takes to provide the extra level of service required to maintain a long-term business relationship.

CWA has specialized in Local Educational Agency (LEA) audits for over 16 years. Founding partner Christy White has over 30 years of school audit and consulting experience and is joined by two experienced partners and a staff of 25.

CWA audits over 90 school districts annually plus over 25 charter schools, over 50 Proposition 39 bond audits and 6 community college districts. The vast majority of our local educational agencies (LEA) clients require a Single Audit under OMB Uniform Grant Guidance. We also audit several large nonprofit organizations, JPAs and other local governmental entities under Single Audit requirements. Due to our specialization in LEA audits, our staff work year-round on education audits. We have experience auditing and consulting with school districts, for example:

**Sample of CWA's LEA Clients**

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Oak Park Unified School District  
El Monte Union High School District  
South Pasadena Unified School District  
East Whittier City School District  
Culver City Unified School District  
Alhambra Unified School District  
Garden Grove Unified School District  
Redondo Beach Unified School District  
Colton Joint Unified School District (Bond only)  
Glendora Unified School District  
Mt. Baldy Joint Union School District  
Barstow Unified School District

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

SAN DIEGO  
LOS ANGELES  
SAN FRANCISCO/BAY AREA

Corporate Office:  
348 Olive Street  
San Diego, CA 92103

toll-free: 877.220.7229  
tel: 619.270.8222  
fax: 619.260.9085  
www.christywhite.com

*Licensed by the California  
State Board of Accountancy*

Christy White Associates (CWA), a professional corporation, is a California CPA firm with offices located in San Diego, Los Angeles and the San Francisco Bay Area. CWA is licensed with the State Board of Accountancy as a professional accountancy firm and is a certified small business and woman-majority owned firm. Christy White, CPA, is the founding partner and along with Audit Partner John Whitehouse, CPA, will lead the proposed auditing services.

#### ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA

CWA received the RFP addenda issued May 8, 2018.

#### INDEMNITY

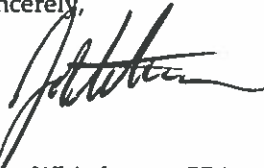
CWA has errors and omissions insurance and will indemnify and hold harmless the District from and against all losses and claims in the execution of our work or the consequences of any negligence or carelessness on our part. We are also fully insured with workers' compensation.

My partners and I have a great deal of interest and commitment to providing excellent auditing services to the District. You can expect that I would personally be overseeing the audits of your district. I am authorized to sign the contract. You will find that the level of partner and manager time afforded by CWA is unmatched by other audit firms. Accompanying me on the audit will be Valerie McMaster-Shaw, Director; and experienced senior and staff auditors. CWA does not subcontract. All of our staff are either CPAs or CPA candidates. We also have a Certified Fraud Examiner on staff, should the need arise.

CWA is committed to meeting all requirements and timelines for the successful completion of the engagement. We accept all of the terms and conditions of the District's Contract and insurance requirements, and it is understood that the District reserves the right to reject this proposal and that this proposal will remain open and not be withdrawn for a period of ninety (90) days after the date scheduled for submission of proposals. Upon concluding the contract terms, CWA will hold a pre-audit meeting and set forth specific work plans and due dates for each major audit area. Regular progress meetings will be held and any issues will be resolved timely and before the release of the final reports.

After reading through our proposal, if you have any questions, please feel free to contact me at 619-270-8222. I would be happy to meet with the Governing Board.

Sincerely,



John Whitehouse, CPA  
Audit Partner  
348 Olive Street, San Diego, CA 92103  
Email: [jwhitehouse@christywhite.com](mailto:jwhitehouse@christywhite.com)  
Office: (619)270-8222  
Fax: (619)260-9085

## TABLE OF CONTENTS

Transmittal Letter.....	i
Qualifications, Related Experience, and References.....	1
Proposed Staffing and Project Organization .....	9
Work Plan/Technical Approach .....	11
Cost and Price of Services .....	15
Exceptions/Deviations .....	16
 <i>Appendices:</i>	
CWA's Financial Statement .....	17
Proposed Staff Resumes	
John Whitehouse, CPA.....	18
Valerie McMasters-Shaw .....	19
Vanessa Pineda .....	20
Natalie Palma .....	21
Insurance Certificates .....	22
Quality Control Peer Review Letter .....	24
Non-Collusion Affidavit .....	25



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## **QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES**

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## QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES

**Mission:** Christy White Associates' promise to our clients is a worthwhile business relationship with responsive, trustworthy advisors and timely delivery of quality assurance, accounting, and consulting services.

**Values:** To carry out our Mission of providing high quality customer care with professional integrity, Christy White Associates follows these guiding principles:

- Provide clients with timely response and cost-conscious service
- Preserve integrity via highly skilled, well-trained staff and a commitment to the ethical practices and standards of our profession
- Deliver unparalleled quality by focusing on the client need

### REGIONAL FIRM

CWA is a regional firm, incorporated in California, licensed with the State Board of Accountancy as a professional accountancy firm and is a certified woman-majority owned firm and a small business enterprise.

### OFFICE LOCATIONS

We serve clients throughout California from our three office locations due to our specialization in governmental auditing, including Single Audits.



San Diego



San Francisco Bay Area



Los Angeles

#### Corporate Office

348 Olive Street  
San Diego, CA 92103

**Telephone:**  
(619) 270-8222

**Fax:**  
(619) 260-9085

The activities performed from the office from which the work will be done (by the San Francisco/Bay Area office) include auditing, accounting, tax and consulting services.

## QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES (CONTINUED)

### RANGE OF ACTIVITIES

Christy White Associates (CWA) was established in 2010, having previously operated for 10 years as the San Diego Office of the former firm of Nigro Nigro & White, PC. CWA has a blend of audit and consulting experience, and with Christy White's abundance of consulting know-how from past audit experience, makes CWA's experience hard to match. CWA has 25 auditors, 5 CPAs and administrative support. CWA anticipates adding more auditors as our practice continues to grow. We are proud to offer our services to all public agencies.

The management and staff of Christy White Associates (CWA) all have a solid foundation in governmental finance including years of experience in governmental agency audits, hands-on business management, and consulting assignments with governmental agencies across California. In particular, it is the technical strength of our managers and their direct personal involvement in all aspects of the engagement that sets CWA apart from other CPA firms.

CWA specializes in local government audits and we are listed in the California State Controller's Office CPA Directory. Annually, we audit over 90 school districts, 3 municipalities, 6 counties and special districts, over 40 Proposition 39 bonds, and over 25 charter schools. Our audit clients range in size from very large governmental agencies to mid-size and small entities.

### ASSURANCES ON ABILITY TO COMPLETE WORK ON TIME AND STAFF CONTINUITY

Neither CWA nor our predecessor firm Nigro Nigro & White, PC (NNW), have defaulted on a contract or experienced fiscal issues, including bankruptcy and receivership. NNW was legally dissolved in 2010 due to partial change in ownership. Christy White, President of CWA was the founding partner of both CWA and NNW. CWA was recognized as the "AICPA successor firm" to NNW. CWA has established a track record of the highest quality control results and performance for over 15 years.

CWA envisions no problems in performing the Statement of Work and meeting all deadlines. Approximately 90% of our revenues are derived from school district audits. We have 4 dedicated and trained partners and 25 staff.

CWA audits governmental entities year round. We have the capacity to meet all of the District's deadlines, and would encourage you to ask our references about their experience. We are a local firm which benefits the District as we have a stake in the same community. Our close proximity means we are readily available to accept meeting requests and will incur no travel costs!

CWA believes that staff continuity year to year is important to maximize our understanding of your operations and minimize the impact of the audit on your staff's workload. Unless the client specifically requests a staffing change, we will ensure that each year the audit will be staffed with returning auditors, to the extent possible. CWA has experienced a low turnover rate which we believe is due in part to our competitive compensation package and the opportunities for advancement afforded by a growing CPA firm.

**CWA does not subcontract.** All of our staff are either CPAs or CPA candidates. We also have a Certified Fraud Examiner on staff, should the need arise.

## QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES (CONTINUED)

### FIRM LICENSE, AFFILIATIONS, ASSOCIATIONS AND TAX IDENTIFICATION NUMBER

CWA is a member of the Private Companies Practice Section (PCPS) and Government Quality Control Center (GQCC) of the American Institute of CPAs, which requires an independent peer review every three years. Christy White Associates is licensed with the California State Board of Accountancy. We are members of the American Institute of CPAs (AICPA) and the California Society of CPAs.

In addition, we are association members with the California Association of School Business Officials, the Government Financial Officers' Association and the Certified Fraud Examiner's Association.

CWA's tax ID number is 47-1136179.

### FIRM INDEPENDENCE

One of the benefits of an audit is having an "independent" assessment of your internal controls and compliance. Our quality control program ensures that we adhere to the strictest standards of auditor independence, including those required by the Standards for Audit of Governmental Organization, Programs, Activities and Functions, published by the United States General Accounting Office. We ensure that all firm partners and any staff working on the engagement do not have any financial or other interests in your organization other than a strictly professional one. Our continued success as your business partner depends upon our independence.

### STATEMENT REGARDING THE STATUS OF ANY LITIGATION, DISCIPLINARY ACTION AND ACCEPTANCE OF AUDIT REPORTS BY THE SCO

CWA has a standing record of performing quality audits. Our clients and the State Controller's Office have accepted all of our audit reports. Additionally, we have not and are not involved in litigation, or any investigation by a state, federal or professional agency.

*CWA meets all specific requirements imposed by federal, state, and local laws, rules and regulations.*

### EQUAL OPPORTUNITY EMPLOYER

CWA is an equal opportunity employer. We do not discriminate based on race, ethnicity, age or religion. We are in compliance with all applicable federal and state laws and regulations relating to equal opportunity employment.

## QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES (CONTINUED)

### CWA'S LEA AUDIT EXPERIENCE

CWA specializes in governmental auditing devoting over 90% of our practice to school district auditing and consulting, which equates to over \$3 million in annual revenues from school district audits. Firm President and founder of CWA, Christy White has over 30 years of school district audit experience garnered from public accounting practice and as a Senior Director at School Services of California for 7 years. Partners Michael Ash, John Whitehouse, and Heather Daud Rubio each have over 10 years of governmental audit experience, both as auditors and working in school districts. In addition, Partner Michael Ash worked with a national CPA firm prior to CWA and internal audit for an international company. Our staff receives a minimum of 80 hours of continuing education annually specifically geared towards school district auditing.

### BOND AUDITING EXPERIENCE - LIST OF PROPOSITION 39 BOND AUDITS PERFORMED

CWA audits over 30 Proposition 39 financial and performance audits annually for our K-14 clients with a listing of our bond audit clients listed below. The bond audits include both financial and performance opinions in accordance with Governmental Auditing Standards. Many of these bond audit clients have been our clients since Proposition 39 became law in 2000.

### LIST OF PROPOSITION 39 BOND AUDITS PERFORMED

#### Bond Audits Currently Conducted by CWA

Acalanes UHSD	Ohlone CCD
Alameda USD	Orland USD
Albany USD	Palo Alto USD
Alhambra USD	Pittsburg USD
Beverly Hills USD	Point Arena SD
Cerritos CCD	Princeton JUSD
Cold Spring SD	Redondo Beach USD
Culver City USD	San Diego CCD
Dixie SD	San Marcos USD
Encinitas ESD	San Mateo - Foster City SD
Escondido JUHSD	Santa Maria JUHSD
Garden Grove USD	Santa Monica-Malibu USD
Glendora USD	South Orange County CCD
Gustine USD	South Pasadena USD
Laytonville USD	South San Francisco USD
Magnolia SD	Sylvan USD
Oak Park USD	West Contra Costa USD
Newark USD	Willits USD
Oceanside USD	Windsor USD

## QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES (CONTINUED)

### RECENT ENGAGEMENTS: EXPERIENCE OF CHRISTY WHITE ASSOCIATES (CWA) STAFF

The listing below illustrates the depth and breadth of CWA's experience as it relates to the proposed audit of the District. Following on the next few pages are more detailed descriptions of some of our governmental audits and the client contact for a reference.

#### Lancaster School District (LSD)

CWA has been the independent auditor for LSD for six years. In addition to the District's financial and federal OMB Uniform Grant Guidance compliance audit, CWA conducts the annual financial and performance audit over the District's Proposition 39 bond funds.

Most of the audit staff included in the proposal have experience on this client. Christy White is the audit partner and our staff accountants lend support.

CWA has delivered all audits on time and we encourage you to contact Dr. Larry Freise for a reference.

Name of Entity: Lancaster School District  
Contact Person: Dr. Larry Freise, Assistant Superintendent, Business Services  
Address: 44711 North Cedar Avenue  
Lancaster, CA 93534  
Phone No.: 661-948-4661 x100  
Email: [freisel@lancsd.org](mailto:freisel@lancsd.org)  
Number of Years Using CWA's Services: 6 (Beginning in 2011-12)  
Number of Audit Hours: 385

#### Glendora Unified School District (GUSD)

CWA has been the independent auditor for GUSD for four years. In addition to the District's financial and federal OMB Uniform Grant Guidance compliance audit, CWA conducts the annual financial and performance audit over the District's Proposition 39 bond funds.

Most of the audit staff included in the proposal have experience on this client. Christy White is the audit partner and our staff accountants lend support.

CWA has delivered all audits on time and we encourage you to contact Marc Chaldu for a reference.

Name of Entity: Glendora Unified School District  
Contact Person: Marc Chaldu, Assistant Superintendent, Business Services  
Address: 500 N Loraine Avenue  
Glendora, CA 91741  
Phone No.: 626-963-1611  
Email: [mchaldu@glendora.k12.ca.us](mailto:mchaldu@glendora.k12.ca.us)  
Number of Years Using CWA's Services: 4 (Beginning in 2013-14)  
Number of Audit Hours: 272



## QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES (CONTINUED)

### RECENT ENGAGEMENTS: EXPERIENCE OF CWA STAFF (CONTINUED)

#### **Barstow Unified School District (BUSD)**

CWA has been the independent auditor for BUSD for six years. CWA conducts the District's financial, federal OMB Uniform Grant Guidance compliance, and Proposition 39 bond audits.

Most of the audit staff included in the proposal have experience on this client. Christy White is the audit partner and our staff accountants lend support.

CWA has delivered all audits on time and we encourage you to contact Reyna Garcia for a reference.

Name of Entity: Barstow Unified School District  
Contact Person: Reyna Garcia, Business Manager  
Address: 551 S Avenue H  
Barstow, CA 92311  
Phone No.: 760-255-6000  
Fax No.: 760-255-8965  
Email: [reyna\\_garcia@busdk12.com](mailto:reyna_garcia@busdk12.com)  
Number of Years Using CWA's Services: 6 Beginning in 2011-12  
Number of Audit Hours: 237

#### **Mt. Baldy Joint Union School District (MBJUSD)**

CWA has been the independent auditor for MBJUSD for two years. CWA conducts the District's financial and state compliance audits.

Most of the audit staff included in the proposal have experience on this client. Christy White is the audit partner and our staff accountants lend support.

CWA has delivered all audits on time and we encourage you to contact Mitch Hovey for a reference.

Name of Entity: Mt. Baldy Joint Union School District  
Contact Person: Mitch Hovey, Superintendent  
Address: One Mt. Baldy Rd.  
Mt. Baldy, CA 91759  
Phone No.: 909-985-0991  
Email: [mitch\\_hovey@mtbaldy.k12.ca.us](mailto:mitch_hovey@mtbaldy.k12.ca.us)  
Engagement Partner: Christy White  
Number of Years Using CWA's Services: 3 (Beginning in 2014-15)  
Number of Audit Hours: 80

## QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES (CONTINUED)

### RECENT ENGAGEMENTS: EXPERIENCE OF CWA STAFF (CONTINUED)

#### **Acton-Agua Dulce Unified School District (AADUSD)**

CWA has been the independent auditor for AADUSD for five years. CWA conducts the District's financial and state compliance audits. CWA also conducts the annual financial and performance audit over the District's Proposition 39 bond funds.

Most of the audit staff included in the proposal have experience on this client. Christy White is the audit partner and our staff accountants lend support.

CWA has delivered all audits on time and we encourage you to contact Lynn David for a reference.

Name of Entity: **Acton-Agua Dulce Unified School District**  
Contact Person: **Lynn David, Assistant Superintendent, Business Services**  
Address: **3620 Antelope Woods Rd.  
Acton, CA 93510**  
Phone No.: **909-985-0991**  
Email: [lydavid@aadusd.k12.ca.us](mailto:lydavid@aadusd.k12.ca.us)  
Engagement Partner: **Christy White**  
Number of Years Using CWA's Services: **5 (Beginning in 2012-13)**  
Number of Audit Hours: **325**

#### **Alhambra Unified School District (AUSD)**

CWA has been the independent auditor for AUSD for eleven years. CWA conducts the District's financial and state compliance audits.

Most of the audit staff included in the proposal have experience on this client. Christy White is the audit partner and our staff accountants lend support.

CWA has delivered all audits on time and we encourage you to contact Denise R. Jaramillo for a reference.

Name of Entity: **Alhambra Unified School District**  
Contact Person: **Denise R. Jaramillo, Superintendent**  
Address: **1515 West Mission Rd.  
Alhambra, CA 91803**  
Phone No.: **626-943-3330**  
Email: [jaramillo\\_denise@ausd.us](mailto:jaramillo_denise@ausd.us)  
Engagement Partner: **Christy White**  
Number of Years Using CWA's Services: **11 (Beginning in 2006-07)**  
Number of Audit Hours: **335**



## QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES (CONTINUED)

### CPA LICENSE AND STANDING FOR CHRISTY WHITE ASSOCIATES

#### CALIFORNIA BOARD OF ACCOUNTANCY

<b>Licensee Name:</b>	CHRISTY WHITE, ASSOCIATES, A PROFESSIONAL ACCOUNTANCY CORPORATION
<b>License Type:</b>	CPA - Corporation
<b>License Number:</b>	6499
<b>License Status:</b>	<b>CLEAR</b> <a href="#">Definition</a>
<b>Expiration Date:</b>	July 31, 2018
<b>Issue Date:</b>	July 19, 2010
<b>Address:</b>	348 OLIVE STREET
<b>City:</b>	SAN DIEGO
<b>State:</b>	CA
<b>Zip:</b>	92103
<b>County:</b>	SAN DIEGO
<b>Disciplinary Actions/License Restrictions:</b>	No

No records returned

This information is updated Monday through Friday - Last updated: MAY-10-2018

#### CALIFORNIA BOARD OF ACCOUNTANCY

<b>Licensee Name:</b>	JOHN EDWARD WHITEHOUSE
<b>License Type:</b>	Certified Public Accountant
<b>License Number:</b>	117006
<b>License Status:</b>	<b>CLEAR</b> <a href="#">Definition</a>
<b>Experience Completed:</b>	<a href="#">A Definition</a>
<b>Expiration Date:</b>	September 30, 2019
<b>Issue Date:</b>	October 22, 2012
<b>Address:</b>	5192 WINDMILL ST
<b>City:</b>	OCEANSIDE
<b>State:</b>	CA
<b>Zip:</b>	92056
<b>County:</b>	SAN DIEGO
<b>Disciplinary Actions/License Restrictions:</b>	No

No records returned

This information is updated Monday through Friday - Last updated: MAY-10-2018

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## **PROPOSED STAFFING AND PROJECT ORGANIZATION**

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## PROPOSED STAFFING AND PROJECT ORGANIZATION

### SCHOOL DISTRICT AUDIT EXPERIENCE OF PERSONNEL

The firm partners and staff of Christy White Associates bring an extensive background of audit and consulting experience to CWA clients. We have audited local educational agencies throughout California and are familiar with the unique issues relative to school finance, in particular: budgetary constraints, construction accounting, new state program issues, attendance accounting, state funding models and cash flow management. We are familiar with the various organizational structures of local educational agencies, from small and large K-12 districts, community school districts and county offices of education. We are also highly experienced in auditing computerized systems and other uses of technology.

Name	Classification
John Whitehouse, CPA	Partner
Valerie McMasters-Shaw	Director
Vanessa Pineda	Supervisor
Natalie Palma	Senior Accountant



**Partner, John Whitehouse, CPA** has a degree in Business Administration, with an emphasis in Accounting, from California State University San Marcos, and has worked at CWA for over six years. John's responsibilities include planning and performing audit fieldwork, along with information technology support. He has extensive experience in governmental auditing and has taken a leading role in computerized audit techniques. He has supervised and worked on our largest clients, including Garden Grove Unified School District, Sweetwater Union High School District, San Diego Unified School District, South San Francisco Unified School District, Redondo Beach Unified School District, and Mendocino County Office of Education.



**Director, Valerie McMasters-Shaw** has worked at CWA for over five years, coming to CWA with over 11 years of experience with Vavrinek, Trine & Day. Valerie's responsibilities include planning and performing audit fieldwork. She has extensive experience in governmental accounting and auditing. She has supervised and worked on many of our clients, including Anaheim Elementary School District, Garden Grove Unified School District, Lancaster School District, Oak Park Unified School District, Alameda Unified School District, Barstow Unified School District, South Pasadena Unified School District, and WestEd.



**Supervisor, Vanessa Pineda** has a degree in Business Administration, with an option in Accounting, from California State University, Los Angeles. During Vanessa's time at California State University, Los Angeles she was a member of Accounting Society (Treasurer for 1 year), ALPHA, and volunteered preparing taxes in IRS' Volunteer Income Tax Assistance program. Vanessa has experience in K-12 audits, charter schools, County Office of Education and Proposition 39 Bonds. Some of the assigned clients include El Segundo Unified School District, Santa Monica-Malibu School District, Redondo Beach Unified School District, Lennox School District, Alhambra Unified School District, and Glenn County Office of Education.

## PROPOSED STAFFING AND PROJECT ORGANIZATION (CONTINUED)



**Senior Accountant, Natalie Palma** has a degree in Business Administration, with a concentration in Accounting, from University of California, Riverside. Natalie currently resides in La Puente. She has approximately one year of audit experience and has worked on K-12 audits, charter schools, and community colleges. Some of the assigned clients include El Segundo Unified School District, South Orange County Community College District, Santa Monica-Malibu Unified School District, and Garden Grove Unified School District.

### PROJECT MANAGERS

I, John Whitehouse, CPA, will actively manage the audits assisted by Director Valerie McMasters-Shaw. No subcontractors will be used.

### STAFF TRAINING PROGRAMS

CWA's program of staff development includes two full weeks of focused in-house training in the audit of school districts. We also provide opportunities to staff to attend professional training provided by outside providers, such as School Services of California, the California Society of CPAs and CASBO. A sampling of training programs our staff have attended within the last year include:

Sampling of Training Courses Taken by Staff Within the Past Year	Training Provider Organization
<ul style="list-style-type: none"><li>• Annual Government Finance Officers Conference</li><li>• Annual CASBO Conference</li><li>• January, May and Summer Budget Conferences</li><li>• School District Conference</li><li>• Fraud Auditing</li><li>• Charter School Fiscal Management</li><li>• Attendance and ASB Accounting</li></ul>	<ul style="list-style-type: none"><li>• Governmental Finance Officers Association</li><li>• CASBO</li><li>• School Services of California, Inc.</li><li>• California Society of CPAs</li><li>• Association of Certified Fraud Examiners</li><li>• Fiscal Crisis Management &amp; Assistance Team (FCMAT)</li><li>• CASBO</li></ul>

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## WORK PLAN/TECHNICAL APPROACH

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## WORK PLAN/TECHNICAL APPROACH

### SCOPE OF THE AUDITS

The scope of auditing services provided includes the Proposition 39 Measure TT School Facilities required annual financial audits of the Pasadena Unified School District for fiscal years ending June 30, 2018 with an option to renew through June 30, 2020. Additionally the auditor will make a presentation of the final audit report to the Citizen's Bond Oversight Committee of the Pasadena Unified School District prior to December 17th of each year and to the Board of Education.

### PROPOSITION 39 FINANCIAL AUDIT PROCEDURES

CWA believes the key to a good audit is efficiency. This ensures that the audit is thorough without performing unnecessary procedures. By following the professional standards prescribed by *Generally Accepted Auditing Standards* (GAAS) and *Government Auditing Standards*, we are certain that we are meeting our own professional standards for the industry. CWA will conduct the financial audits of the District's Proposition 39 bonds. The audits will be conducted in accordance with *Generally Accepted Government Auditing Standards* and the requirements of Proposition 39, which amended the California Constitution and related enabling legislation, AB 1908 (Chapter 44, Statutes of 2000), contained in the Education Code.

### FINANCIAL AUDIT PROCEDURES

The financial audit will comprise an audit of the proceeds and expenditure of Proposition 39 bonds, including the balance sheet as of June 30 for each fiscal year. The financial audits will be conducted in accordance with *Government Auditing Standards* and include tests of compliance with applicable laws and regulations. In addition we will perform a site walk, assess the timing on the bond sales, review internal controls and test interfund activity.

## WORK PLAN/TECHNICAL APPROACH (CONTINUED)

### SCOPE OF THE PERFORMANCE AUDIT

Our planned bond performance audit procedures will include, but may not be limited as determined by the auditor, the following steps:

1. Internal Control Documentation (includes approvals, compliance, project expenditure tracking)
2. Fraud Risk Assessment and Inquiries
3. Review of applicable legal opinions on the use of bond funds
4. Bond Oversight Committee Minutes Review and Organization
5. Proper deposit of bond proceeds and allocation of investment income to bond fund
6. Substantiation of Expenditures - from a list of expenditures paid by project we:
  - a. Examine invoices, purchase orders and contracts
  - b. Test allowability and compliance with legal requirements
  - c. Test that expenditures are described in budget and facilities planning document
  - d. Evaluation of the allowability of any bond funds used for routine maintenance
  - e. Evaluate use of funds used for charters, related to equity issues in Proposition 39
7. Test of Contracts and Bid Requirements - from a list of contracts we:
  - a. Examine bid documents and contractor selection methods for compliance with PCC and best practices for procurement of materials and services.
  - b. Compare total expenditures to total contract
  - c. Examine change orders for approvals and legal requirements
  - d. Examine bid security and insurance
  - e. Consider fraud risk assessment and incorporate in audit tests
8. Facilities Inspections (i.e.; site walks to verify project expenditures were made)
9. Additional scope items
10. Summarize Results of Audits, preparing:
  - a. Audit opinions
  - b. Supplemental schedules (expenditures by project, a budget to actual comparison)
  - c. Findings and recommendations

These procedures and may be revised by the auditor based on professional judgment. If additional audit procedures are requested by the District or the Citizens' Oversight Committee (COC), including additional meetings with the COC, a contract revision will be submitted based on additional hours expected to be incurred, times our standard hourly rates.

## **WORK PLAN/TECHNICAL APPROACH (CONTINUED)**

### **AUDITOR'S RESPONSIBILITY FOR THE DETECTION OF FRAUD**

CWA plans audit procedures to ensure that the financial statements and compliance areas are materially free of errors and irregularities (i.e., fraud). In doing this, we consider the audit risk of each significant transaction and group of transactions and design tests to ensure the transactions are free of material errors and irregularities. Our procedures are designed in accordance with the clarified Statements on Auditing Standards (SAS).

If fraud is suspected or detected in the preparation of financial statements or the misappropriation of assets, CWA is experienced to bring the matter to the attention of the appropriate level in the organization to ensure it is addressed expediently and that further instances are prevented from occurring as quickly as possible. Each of the firm's partners who will be conducting a majority of the work proposed for Pasadena Unified School District have dealt with issues related to fraud as discovered by the audit and by clients through other means.

### **LEVEL AND NATURE OF SUPPORT REQUIRED**

CWA requests sufficient space in close proximity to the accounting department and access to office equipment (e.g. copiers, phones and fax) be provided. We would also ask that the accounting staff be generally available to answer questions and pull sampled documents throughout the course of the audit. However, we are paperless and have a client portal for ease of document transmission.

### **CWA'S QUALITY CONTROL SYSTEM**

Our quality control systems include policies and procedures on areas such as, leadership, ethical requirements, acceptable of new clients, personnel management, engagement performance, monitoring and communication. We actively monitor compliance with our quality control document through timely review of workpapers, training on new standards, consultation on complex areas and sound human resources practices.

### **CWA'S RECRUITMENT PROGRAM**

CWA actively recruits CPA qualified candidates from our local universities. We participate in on campus interviews, invite the best candidates to tour our offices and meet with our partners and staff. Our hiring process includes a requirement to pass an accounting and auditing test in addition to the oral interview process. We also recruit experienced staff through promotion of our firm and invitations to apply for open positions.



## WORK PLAN/TECHNICAL APPROACH (CONTINUED)

### CWA'S BUDGETING PRACTICES AND OVERRUN POLICY

CWA is the second largest firm in California conducting school district audits. Our firm partners and managers have years of school district audit experience. We believe our proposed hours and budget are reasonable and achievable. We do not bill for "extras" or failure on our part to budget properly. The only time a fee change might be made is if the client significantly changes the scope of the engagement, there are new or complex state/federal requirements or the client is unable to reasonably provide agreed upon information in a timely manner. These types of events rarely happen from our experience. Should an amendment on fees be required, we would meet first with the district to discuss the issues and agree upon a new fee based on a mutual understanding and prior to incurring the added costs.

### WORK PLAN FOR BOND AUDITS AND ESTIMATED HOURS

The proposed work plan below shows the anticipated amount of work by major audit activity for the Proposition 39 audits for the fiscal years ending June 30, 2018 through June 30, 2020. *These hours determine the audit fees we proposed.*

#### Estimated Audit Hours

Audit Work Segment	Estimated Hours of Completion
Planning	6
Supervision and Quality Control Review	5
Meetings	8
Fraud Risk Assessment	3
Internal Control and Risk Assessment	10
Site Walks	6
Review of Budgets	4
Tests of Bids and Contracts	8
Expenditure Tests	16
Other Performance Tests	8
<b>Report Preparation and Review</b>	
Audit Reports, Review and Opinions	14
Management Recommendations	2
Clerical	2
<b>Total Time (Hours)</b>	<b>92</b>

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## **COST AND PRICE OF SERVICES**

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## COST AND PRICE OF SERVICES

### FEE STRUCTURE FOR PASADENA UNIFIED SCHOOL DISTRICT BOND PROGRAM

Following is a list of personnel by classification who will be assigned to the audits, indicating the estimated number of hours and rate per hour for the audits. The rates below include charges for all the audits in the RFP. The hourly billing rates indicated in the schedules below also apply to additional services not included in the original scope of work.

<b><u>Proposed Fees</u></b>					
<b>Classification</b>	<b>2017-18 Billing</b>	<b>Estimated</b>	<b>Optional Renewal Periods</b>		
	<b>Rates</b>	<b>Hours</b>	<b>2017-18 Fee</b>	<b>2018-19 Fee</b>	<b>2019-20 Fee</b>
Partner	\$ 230	10	\$ 2,300	\$ 2,358	\$ 2,419
Manager	160	35	5,600	5,740	5,884
Staff	120	35	4,200	4,284	4,391
Clerical	65	12	780	796	816
	<b>Totals</b>	<b>92</b>	<b>12,880</b>	<b>13,178</b>	<b>13,510</b>
<b>Less: Courtesy Discount</b>			<b>2,380</b>	<b>2,380</b>	<b>2,380</b>
<b>Total Professional Fees - Multi-year*</b>			<b>\$ 10,500</b>	<b>\$ 10,798</b>	<b>\$ 11,130</b>

\* Includes all expenses

### FIXED QUOTED PRICE

CWA is the second largest firm in California conducting school district audits. Our firm partners and managers have years of school district audit experience. We believe our proposed hours and budget are reasonable and achievable. We do not bill for "extras" or failure on our part to budget properly. The only time a fee change might be made is if the client significantly changes the scope of the engagement, there are new or complex state/federal requirements or the client is unable to reasonably provide agreed upon information in a timely manner. These types of events rarely happen from our experience. Should an amendment on fees be required, we would meet first with the district to discuss the issues and agree upon a new fee based on a mutual understanding and prior to incurring the added costs.

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## EXCEPTIONS/DEVIATIONS

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## EXCEPTIONS/DEVIATIONS

There are no exceptions/deviations to declare.

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## APPENDICES

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## **CWA'S FINANCIAL STATEMENT**

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3:51 PM  
01/25/18  
Cash Basis

Christy White Accountancy Corporation  
**Profit & Loss**  
January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	3,924,467.14
Cost of Goods Sold	
Client Printing & Shipping	26,778.51
Consultants	2,600.00
Information Technology	25,605.95
Miscellaneous (Clients)	3,343.69
Personnel Expense	1,023,339.41
Travel (Client)	344,845.02
Total COGS	1,426,512.58
Gross Profit	2,497,954.56
Expense	
Automobile Expense	7,073.11
Depreciation Expense	80,377.00
Facilities	231,135.82
General Administration	120,625.60
Insurance Expense	109,230.87
Marketing & Advertising	84,322.19
Personnel Expenses	892,630.08
Philanthropy	13,743.00
Professional Services	5,444.00
Staff Appreciation	20,063.08
Taxes	9,962.43
Training & Development	57,437.45
Uncategorized Expenses	-488.58
Total Expense	1,631,556.05
Net Ordinary Income	866,398.51
Other Income/Expense	
Other Expense	
Shareholder Compensation	700,277.80
Total Other Expense	700,277.80
Net Other Income	-700,277.80
Net Income	166,120.71



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## **PROPOSED STAFF RESUMES**

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## JOHN WHITEHOUSE, CPA

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### *Audit Partner*

#### **Audit and Information Technology Review Services**

John Whitehouse has worked over 10 years on our largest school agency audits and in conducting information technology review services. This experience has allowed him to achieve a well-rounded view of local education agencies in the areas of financial reporting, Single Audit compliance, accounts payable, accounts receivable, payroll, attendance, categorical programs, fixed asset accounting, revenue limit/state apportionment and others. He is knowledgeable in California Education Code, Public Contract Code, California School Accounting Manual, Federal Uniform Guidance, and Generally Accepted Accounting Principles and auditing standards. The types of audits include:

❖ Financial statement audits	❖ Information technology audits and reviews
❖ State Compliance	❖ Fraud audits
❖ Special audits, including attendance	❖ Proposition 39 bond audits
❖ Internal control reviews	❖ Charter school audits
❖ Federal Uniform Guidance audits	❖ School district audits

#### **Continuing Education and Professional Associations**

In addition to providing continuing education to CPAs in the area of governmental audit and accounting, Mr. Whitehouse annually attends school finance conferences, programs conducted by the California Society of CPAs and conferences of the California Association of School Business Officials (CASBO). He is also a member of the American Institute of Certified Public Accountants (AICPA) and the California Society of Municipal Finance Officers (CSMFO).

#### **Technology Summary**

Extensive knowledge and the ability to quickly learn and master new technology; equally successful in both team and self-directed settings, and proficient in a range of computer systems, tools and testing methodologies.

- ✓ Systems: Windows 7/Windows 10, Mac OS, Windows Server
- ✓ Hardware: Desktops, Laptops, Routers, Servers, Printers, Switches
- ✓ Software: MS Excel, MS Word, MS Powerpoint, MS Outlook, Prosystem Fx Engagement, Crystal Reports, SACS, financial and attendance systems including: AERIES, Chancelory, Zangle, PeopleSoft, Escape, Quickbooks and Oracle R12

#### **Education**

Mr. Whitehouse is a graduate of California State University San Marcos. At California State University San Marcos, he earned a Bachelor of Science Degree in Business Administration, with an emphasis in Accounting. He is a Certified Public Accountant, License #117006.

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## VALERIE MCMASTERS-SHAW

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### *Director/Manager*

#### **Audit and Review Services**

Ms. McMasters-Shaw has over eighteen years of governmental audit and nonprofit accounting experience, starting in 1999 with Vavrinek, Trine & Day and continuing now as CWA's Director in the Los Angeles Office. She has also worked with districts to help implement GASB Statements 34, 45, 54, and 68 as well as performed consulting services to assist districts in the closing of their financial records. Ms. McMasters-Shaw has worked extensively with districts to train and implement attendance and student body accounting systems. Over her years of experience, she has been engaged to conduct many fraud investigations and audits. She has been engaged on many types of audits including:

- School district financial statement audits
- Proposition 39 bond audits
- Compliance and single audits
- Charter school audits
- Joint powers authorities audits
- Non-profit audits
- Commercial audits
- Fraud audits

#### **Continuing Education and Associations**

Ms. McMasters-Shaw regularly attends governmental and not-for-profit accounting and auditing conferences. She is a trainer in CWA's in-house training sessions for audit staff members. Ms. McMasters-Shaw also presents at the Association of California School Administrators' School Business Academy.

#### **Education**

Ms. McMasters-Shaw attended the California State Polytechnic University, Pomona's College of Business Administration, Accounting Program.

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## VANESSA PINEDA

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### *Supervisor*

### *Audit and Review Services*

Vanessa Pineda is a staff accountant with Christy White Associates in Los Angeles, California. Her audit experience has been mainly focused on local education agencies. Vanessa's knowledge expands through OMB Circular A-133 compliance, accounts payable, accounts receivable, payroll, attendance, associated student body as well as a variety of other areas. She also has knowledge of Generally Accepted Accounting Principles, Generally Accepted Government Auditing Standards, the California Education Code, and the California School Accounting Manual. During her time at Christy White Associates, Vanessa Pineda has been on several types of audits including:

- Financial statement audits
- Compliance and A-133 audits
- Special audits, including attendance
- Proposition 39 bond audits
- Charter school audits
- School district audits
- County of office of education audits
- Not-for-profit audits

### *Continuing Education and Associations*

Vanessa Pineda is currently a member of American Institute of Certified Public Accountants (AICPA) and Association of Latino Professionals in Finance and Accounting (ALPFA). Vanessa attended School Services of California (SSC) conferences on school districts and charter schools. She is a participant in Christy White Associates' ongoing in-house training sessions for audit staff.

### *Education*

Vanessa Pineda has a degree in Business Administration, with an option in Accounting, from California State University, Los Angeles. During Vanessa's time at California State University, Los Angeles she was a member of Accounting Society (Treasurer for 1 year), ALPFA, and volunteered preparing taxes in IRS' Volunteer Income Tax Assistance program.

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## NATALIE PALMA

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### *Senior Accountant*

#### **Audit and Review Services**

Natalie is a senior accountant with Christy White Associates in Los Angeles, California. Her audit experience has been mainly focused on local education agencies. Natalie's knowledge expands through OMB Uniform Grant Guidance compliance, accounts payable, accounts receivable, payroll, attendance, associated student body as well as a variety of other areas. She also has knowledge of Generally Accepted Accounting Principles, Generally Accepted Government Auditing Standards, the California Education Code, and the California School Accounting Manual. During her time at Christy White Associates, Natalie has been on several types of audits including:

- Financial statement audits
- Compliance and OMB Uniform Grant Guidance
- Special audits, including attendance
- Proposition 39 bond audits
- Charter school audits
- School district audits
- County of office of education audits
- Not-for-profit audits

Natalie is primarily assigned to our Los Angeles and Orange County audit clients; some of the assigned clients include: East Whittier School District, South Pasadena School District, Buena Park School District, and Anaheim Elementary School District.

#### **Continuing Education and Associations**

Natalie is currently a member of American Institute of Certified Public Accountants (AICPA) and Association of Latino Professionals in Finance and Accounting (ALPFA). She is a participant in Christy White Associates' ongoing in-house training sessions for audit staff.

#### **Education**

Natalie has a degree in Business Administration, with a concentration in Accounting and Auditing, from University of California, Riverside. During Natalie's time at University of California, Riverside she was a member of Accounting Society, ALPFA, the Accounting Society, and volunteered preparing taxes in IRS' Volunteer Income Tax Assistance program.

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## INSURANCE CERTIFICATES

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**CAMICO MUTUAL INSURANCE COMPANY  
DECLARATIONS  
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE POLICY**

Policy Number: CAL108463-07

Effective Date: 08/01/2017 at 12:01 A.M. Standard time at the address shown below  
Expiration Date: 08/01/2018 at 12:01 A.M. Standard time at the address shown below  
Retroactive Date: 08/01/2010

Item 1 - Named Insured: Christy White Associates

Item 2 - Business Address: 348 Olive St

San Diego, CA 92103

Item 3 - Limits of Liability: \$1,000,000 Per Claim  
\$3,000,000 Policy Aggregate

Item 4 - Deductibles: \$10,000 Per Claim Deductible

Item 5 - Total Premium: \$22,770

Item 6 - The policy consists of this Declarations page, and the following policy forms and endorsements:

PL-1000-A	07/14	Accountants Professional Liability Insurance Policy
PL-2001-A (CA)	07/14	State Endorsement - California
PL-1007-A	07/14	Exclusion - Claims Following Insureds Suit for Fees
PL-1034-A	07/14	Excluded Entities
PL-1045-A	07/2014	Cyber CPA Endorsement
PL-1049-A	07/2014	Privacy and Client Network Damage Endorsement
PL-1056-A	06/16	Multiple Claims and Related Acts, Errors and Omissions Amendment

**PLEASE READ THESE DECLARATIONS, THE POLICY AND ENDORSEMENTS CAREFULLY.**

**CAMICO Mutual Insurance Company**

\_\_\_\_\_  
Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  PAYCHEX INSURANCE AGENCY INC 150 SAWGRASS DR ROCHESTER, NY 14620 (877) 362-6785	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (877) 362-6785 <b>FAX (A/C, No):</b> (877) 677-0447	
	<b>E-MAIL ADDRESS:</b> paychex@travelers.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
	INSURER B : TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES** **CERTIFICATE NUMBER: 511686757580332** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		680-5568R081-17	08/15/2017	08/15/2018	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-4493R185-17	08/15/2017	08/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION, CG T4 91.

## CERTIFICATE HOLDER

## CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i>

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## QUALITY CONTROL PEER REVIEW LETTER

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# Grant Bennett Associates

A PROFESSIONAL CORPORATION

## Report on the Firm's System of Quality Control

June 27, 2017

To the Shareholders of Christy White Associates, Inc. and the Peer Review Committee of the California Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Christy White Associates, Inc. (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.



1375 Exposition Boulevard, Suite 230  
Sacramento, CA 95815  
916/922-5109 FAX 916/641-5200

P.O. Box 223096  
Princeville, HI 96722  
888/769-7323

# Grant Bennett Associates

A PROFESSIONAL CORPORATION

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Christy White Associates, Inc. in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Christy White Associates, Inc has received a peer review rating of *pass*.

*Grant Bennett Associates*

GRANT BENNETT ASSOCIATES  
A PROFESSIONAL CORPORATION  
Certified Public Accountants



1375 Exposition Boulevard, Suite 230  
Sacramento, CA 95815  
916/922-5109 FAX 916/641-5200

P.O. Box 223096  
Princeville, HI 96722  
888/769-7323

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## NON-COLLUSION AFFIDAVIT

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**NON-COLLUSION AFFIDAVIT**

(To be Executed by Proposer and Submitted with Proposal)

State of California

County of San DiegoI, John Whitehouse declare as follows:

That I am the Audit Partner of Christy White Associates the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid.

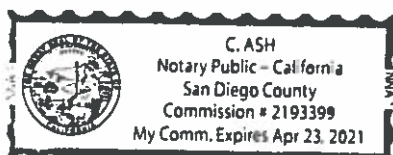
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By:   
Signature of Authorized Agent/OfficerDate: May 11, 2018

Subscribed and sworn to (or affirmed) before me

on this 11 day of May, 2018by Carrie AshProved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.  
Notary Public in and for  
the State of California

(Seal)



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

**Topic:** USA SHADE PROPOSALS FOR MCKINLEY SHADE STRUCTURES

**RECOMMENDATION:** The Board of Education approves the USA SHADE proposal for manufacturing and installation of one 25'x 37' and 4-14x14 shade structures at two locations on the McKinley campus site.

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

**I. BACKGROUND**

McKinley School phase I construction is complete, however did not include any permanent shade structures in the Kindergarten play area or Elementary school play area. Plans for USA SHADE structure installations, for two separate areas on campus, have been approved by DSA. Site plans are attached on the McKinley campus site.

**II. STAFF ANALYSIS**

Site #1: District staff recommends approving the USA SHADE proposal for one 25' x 37' shade structure for the amount of \$32,754. With the appropriate pile foundation as approved per DSA plans. If during pile excavation underground rocks prohibit further drilling, spread footing will be used. The additional cost for each footing will be \$2,000 in the total amount of \$8,000 for four spread footing. This will bring the total cost to \$40,754.

Site #2: District staff also recommends four single post 14'x14' shade structures for the total amount of \$34,051.65 with appropriate pile foundation. If during pile excavation, underground rocks prohibit further drilling, spread footing will be used. The additional cost for each footing will be \$ 1,800 in the total amount of \$7,200 for four spread footing. This will bring the total cost to \$41,251.65.

USA SHADE will manufacture, install shades and clean up the site ready for use.

This Board Report was vetted by the Facilities Committee on June 21, 2018

**Attachment:** 1) USA SHADE proposal for McKinley School.  
2) Site plans for the two proposed locations.

**III. FISCAL IMPACT**

MTT funding sources are available as depicted below, depending on what is encountered on the soils and boring assessment.

Pile footing, \$32,754. + \$34,051.65=\$66,805.65

Spread footing, \$40,754. + \$41,251.65=\$82,005.65

**Pasadena Unified School District**  
**Board of Education Agenda:** June 28, 2016  
**Prepared by:** Nelson Cayabyab, Chief Facilities Officer

Report No. 1325-F

Meeting Date: June 28, 2018

<b>Funding Code:</b> 21.1-95046.0-00000-6275-0730000
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Originator: Nelson Cayabyab, Chief Facilities Officer



**USASHADE**  
& Fabric Structures®



**SHADE**  
STRUCTURES™

A Brand of USA Shade & Fabric Structures

## **COVER SHEET**

### ***PROPOSAL FOR SHADE STRUCTURES***

#### **CORPORATE OFFICE**

##### **Dallas**

8505-A Chancellor Row  
Dallas, TX 75247  
800-966-5005 Phone  
214-905-9514 Fax

#### **REGIONAL OFFICES**

##### **Arizona**

2628-B W. Birchwood Cir.  
Mesa, AZ 85202  
480-446-0066 Phone  
480-446-8679 Fax

##### **West Coast Headquarters**

1085 N. Main St.  
Suite C  
Orange, CA 92867  
714-427-6981 Phone  
714-427-6982 Fax

##### **Napa**

927 Enterprise Way  
Suite A  
Napa, CA 94558  
707-257-7296 Phone  
707-257-7297 Fax

##### **Las Vegas**

6225 S. Valley View Blvd.  
Suite I  
Las Vegas, NV 89118  
702-227-5273 Phone  
702-227-5132 Fax

**CA State Contractor License # 989458**

Date: 4/12/2018

To: Pasadena Unified School District

Attention: Nelson Cayabyab

Phone: (626) 396-5850

Pages including this cover page: 4

**McKinley Elementary School**

Project Name: Upper Playground Shade Structure

Quote Number: BC0084

Nelson,

Please find our proposal for the shade structure at the McKinley Elementary School upper playground, attached below. This proposal is in accordance with the San Joaquin County Office of Education Piggyback Bid. All line items are in reference to that contract and all terms and conditions apply.

Service, quality and attention to detail are the hallmarks of Shade Structures, Inc. Should you have any further questions or immediate needs please do not hesitate to contact me.

Sincerely,

*Ben Cover*

Ben Cover  
Regional Manager  
Phone: (949) 466-4413



# PROPOSAL

Corporate Mailing  
Address:  
8505 Chancellor Row  
Dallas, TX 75247  
(800) 966-5005



**USASHADE**  
& Fabric Structures®




Remittance address:  
Shade Structures, Inc  
P.O. Box 204691  
Dallas, TX 75320-4691

**This is a legal agreement – Please read carefully. Complete and initial all pages**

<b>Purchaser:</b> Pasadena Unified School District <b>Contact:</b> Nelson Cayabyab <b>Phone:</b> (626) 396-5850	<b>Date:</b> 4/12/2018 <b>Quote No.:</b> BC0084	<b>Sales Rep:</b> Ben Cover <b>Phone:</b> 949-466-4413 <b>Email:</b> bcover@usa-shade.com
<b>Billing Information:</b> Pasadena Unified School District 740 W. Woodbury Rd Pasadena Ca, 91103  Contact: Nelson Cayabyab Phone: (626) 396-5850 Fax: Email: cayabyab.nelson@pusd.us	<b>Shipping Information:</b> USA Shade and Fabric Structures 1085 N. Main Street, Suite C Orange, CA 92867  Contact: Ben Cover Phone: (949) 466-4413 Fax: (714) 538-2440 Email: bcover@usa-shade.com	<b>Jobsite Information (including site name):</b> McKinley Elementary School 325 S Oak Knoll Ave, Pasadena, CA 91101  Contact: Nelson Cayabyab Phone: (626) 396-5850 Fax: Email: cayabyab.nelson@pusd.us

## STRUCTURE DETAILS

QTY	DESCRIPTION	DETAILS	
(1)	<b>Hip Shade Structure</b> <b>Model#4013040-13</b> <b>PC#04113245</b> 	Structure Size <b>25 ft. x 37 ft.</b> Number of Posts <b>4</b> Number of Fabric Tops <b>1</b> Fabric Type <b>Colourshade FR™</b> Fabric Color <b>TBD</b> Steel Color <b>TBD</b> Post Attachment Method <b>Embed</b> Entry Height <b>9 ft.</b> Wind load <b>115 MPH</b> Snow load <b>5 Lbs/SFt</b> Notes: If spread footings are required due to unforeseen underground obstacles, price will increase by \$2,000.00 per footing.	<i>Line Item 74:</i> <b>\$32,754.00</b>

## PRICING DETAILS

Miscellaneous			
LINE ITEM	DESCRIPTION	DETAILS	COST
74	25 ft. x 37 ft. DSA	Single Hip Roof	\$32,754.00
Units		Included	<b>PAYMENT TERMS:</b>
Engineering		Included	
Shipping		Included	
Accessories/ Miscellaneous		Included	(1) Upon execution of the Agreement (Deposit)
Sales Tax		9.5%	Included
Installation		Included	(2) Upon issuance of permit, prior to manufacture
			(3) Upon completion of assembly / installation
			<b>NOTES:</b>
<b>TOTAL PRICE</b>		<b>\$32,754.00</b>	

# PROPOSAL

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Dallas, TX 75247  
(800) 966-5005



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& Fabric Structures®



Remittance address:  
Shade Structures, Inc  
P.O. Box 204691  
Dallas, TX 75320-4691

## GENERAL SCOPE OF WORK

DSA/PERMIT REQUIREMENTS			ASSEMBLY REQUIREMENTS		
YES	NO		YES	NO	
X		Purchaser is responsible for DSA/ permit submittal	X		Underground obstacles – by others
	X	USA Shade is responsible for DSA/ permit submittal	X		Dirt Removal & Disposal
ENGINEERING REQUIREMENTS				X	Soil Tests
Building Code		DSA		X	Concrete Cutting
Type of drawings		PC	X		Concrete Truck Access
# of sealed drawings		1	X		Fencing
Calculations Required		On File		X	Special Inspection
			X		Permits (by owner)
PRICING INCLUDES			X		Prevailing Wages & Certified Payroll
YES	NO			X	Union Wages
X		Assembly / Installation		X	Removal of existing structure or poles
X		Shipping and Handling		X	Curb Repair
X		Engineered Drawings		X	Landscaping Repair
X		Sales Tax		X	Electrical hook-up or trenching
	X	DSA/ Permit Submittal		X	Site Plan Approval
	X	DSA/ Permit fees	X		Site Layout/ Verification
	X	Artificial Turf Repair / Replacement	X		Bobcat Access
	X	Zinc / Coastal Primer		X	Liquidated Damages
X		Payment and Performance Bonds		X	Anchor Bolts Included
X		Dig and Pour Footings (inc. Rebar & Concrete)		X	Other special conditions:

# PROPOSAL

Corporate Mailing  
Address:  
8505 Chancellor Row  
Dallas, TX 75247  
(800) 966-5005



**USA SHADE**  
& Fabric Structures®



**Remittance address:**  
Shade Structures, Inc  
P.O. Box 204691  
Dallas, TX 75320-4691

Executed to be effective as of the date executed by the Company:

**NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.**

**PURCHASER:**  
Pasadena Unified School District

Signature: \_\_\_\_\_  
By: (Print) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMPANY:**  
Shade Structures, Inc.

Signature: Ben Cover  
By: (Print) Ben Cover  
Title: Regional Manager  
Date: 10/12/2018

## NOTES:

**1. Please remit PAYMENTS only to :  
Shade Structures, Inc.  
P.O. Box 204691  
Dallas, TX 75320-4691**

**2. Corporate Mailing Address is :  
Shade Structures, Inc.  
dba USA Shade & Fabric Structures  
8505-A Chancellor Row  
Dallas, TX 75247**



# Pasadena Unified School District

## Pictures of Facilities Department Active Projects

6/20/2018



# Pasadena Unified School District

## Project list

[Blair HS](#)

[John Muir HS](#)

[Pasadena HS](#)

[Washington ES](#)

[Norma Coombs ES](#)

# Blair HS

## School Modernization

Ground floor  
On going framing work

May 16 – June 20, 2018



[Return to projects list](#)



# Blair HS

## School Modernization

Ground floor  
On going framing work

May 16 – June 20, 2018



[Return to projects list](#)

# Blair HS

## School Modernization

Ground floor corridor  
MEP installation

May 16 – June 20, 2018



[Return to projects list](#)



# Blair HS

## School Modernization

Ground floor  
New steel structure with  
intumescent paint

May 16 – June 20, 2018



[Return to projects list](#)

# Blair HS

## School Modernization

Ground floor  
New steel structure with  
intumescent paint

May 16 – June 20, 2018



[Return to projects list](#)

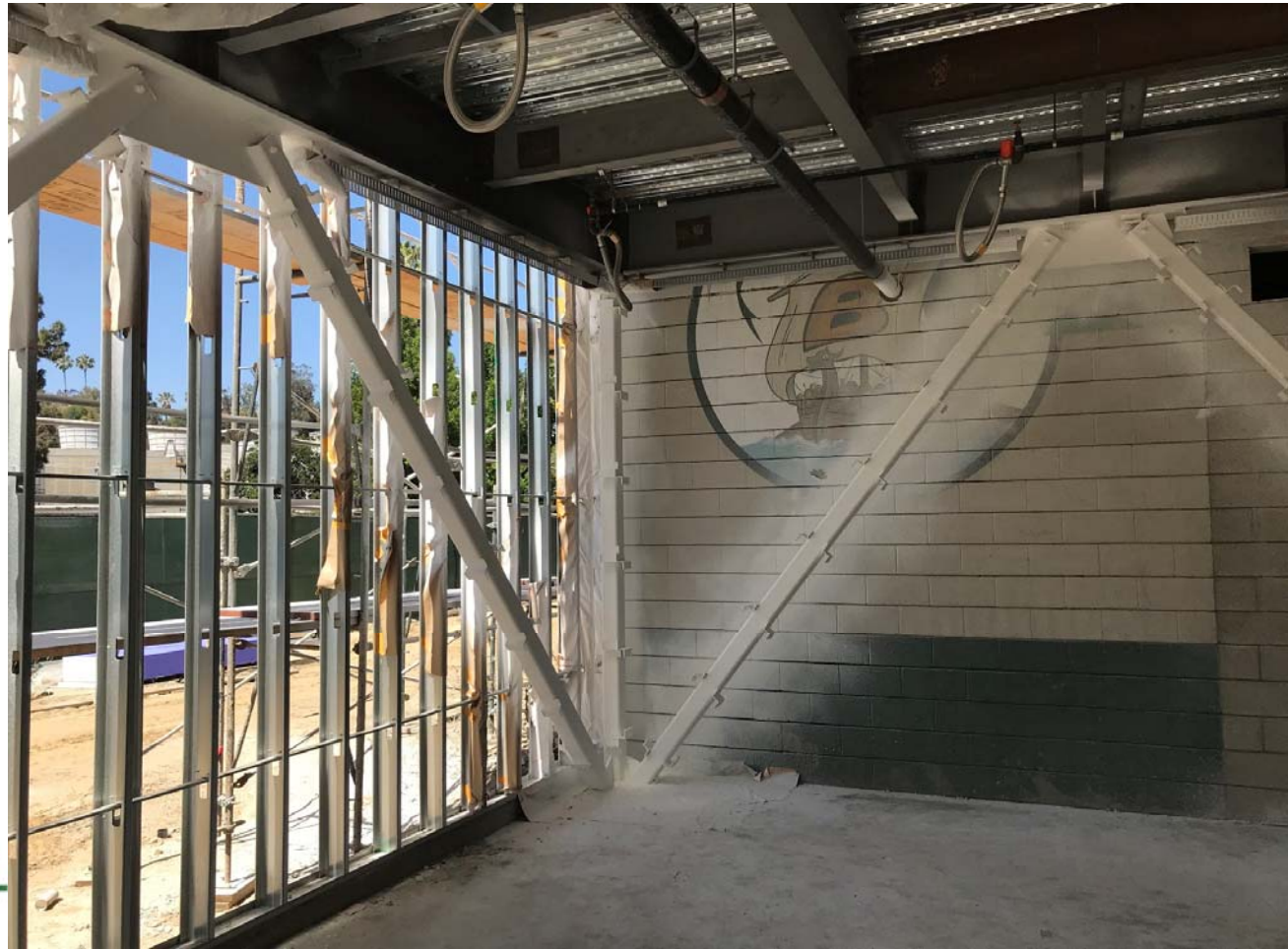


# Blair HS

## School Modernization

Ground floor  
New steel structure with  
intumescent paint

May 16 – June 20, 2018



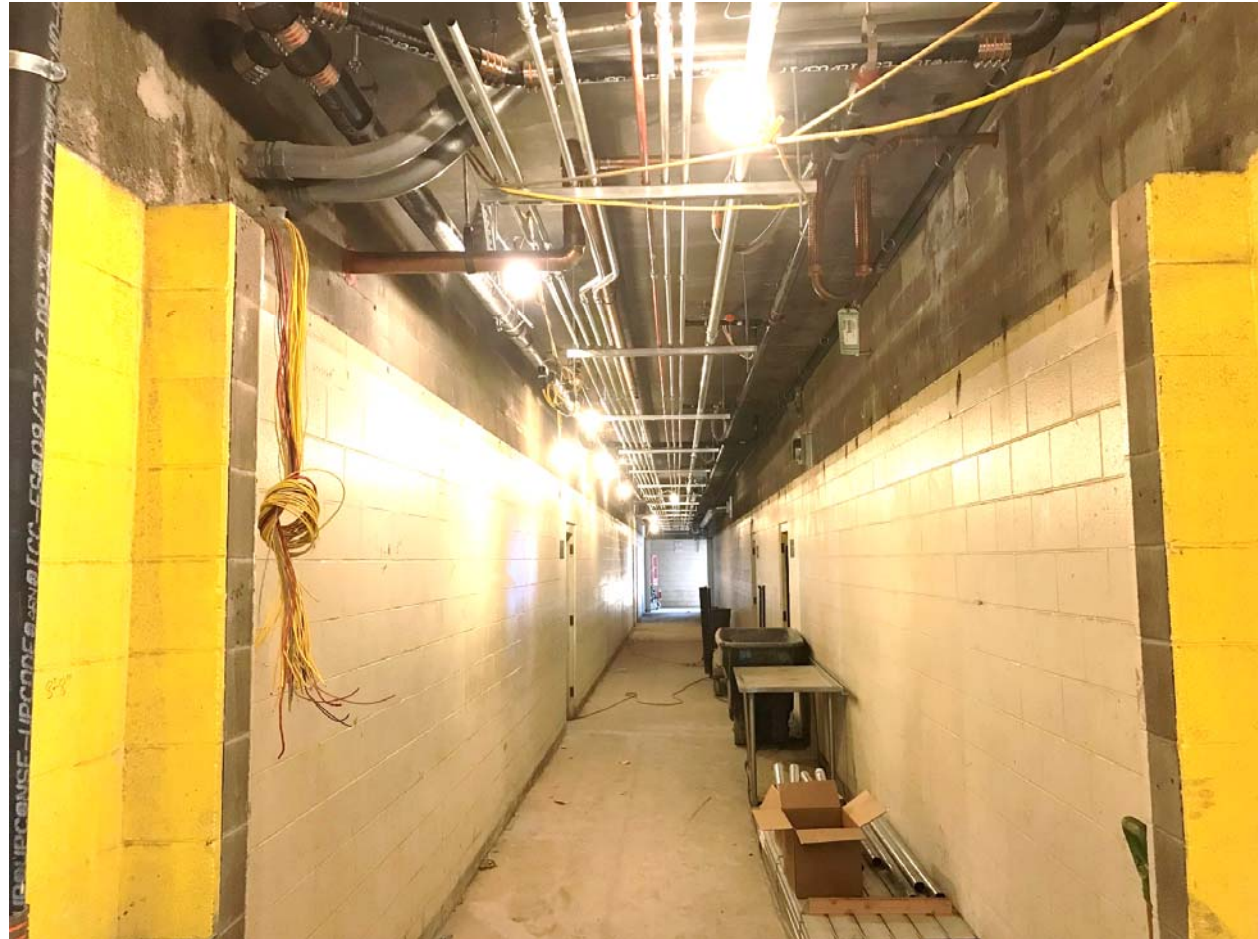
[Return to projects list](#)

# Blair HS

## School Modernization

Ground floor corridor  
MEP installation

May 16 – June 20, 2018



[Return to projects list](#)



# Blair HS

## School Modernization

Ground floor  
Doors and window  
frames installation (on  
going)

May 16 – June 20, 2018

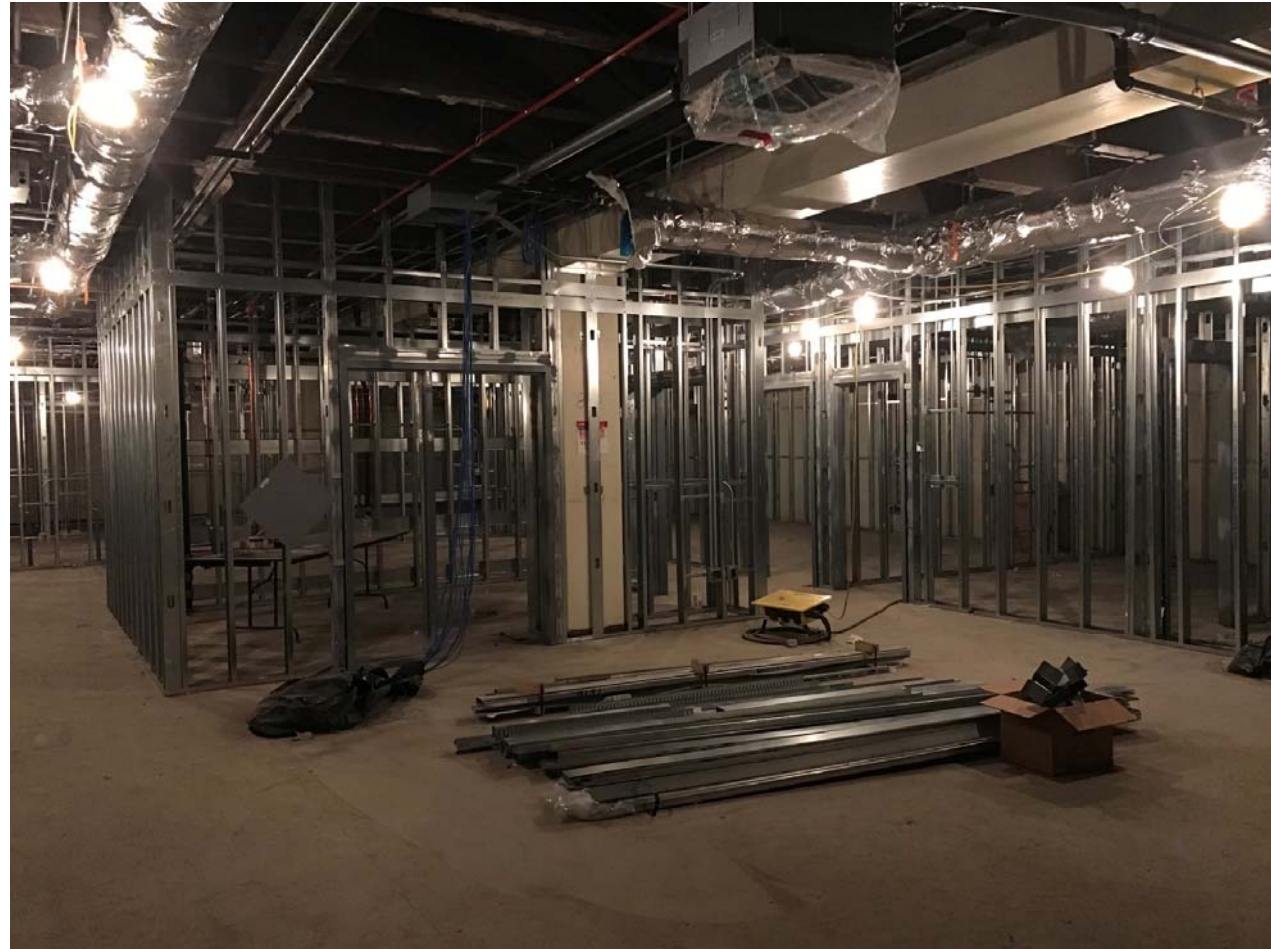


# Blair HS

## School Modernization

2nd floor  
On going framing and  
MEP installation work

May 16 – June 20, 2018



[Return to projects list](#)

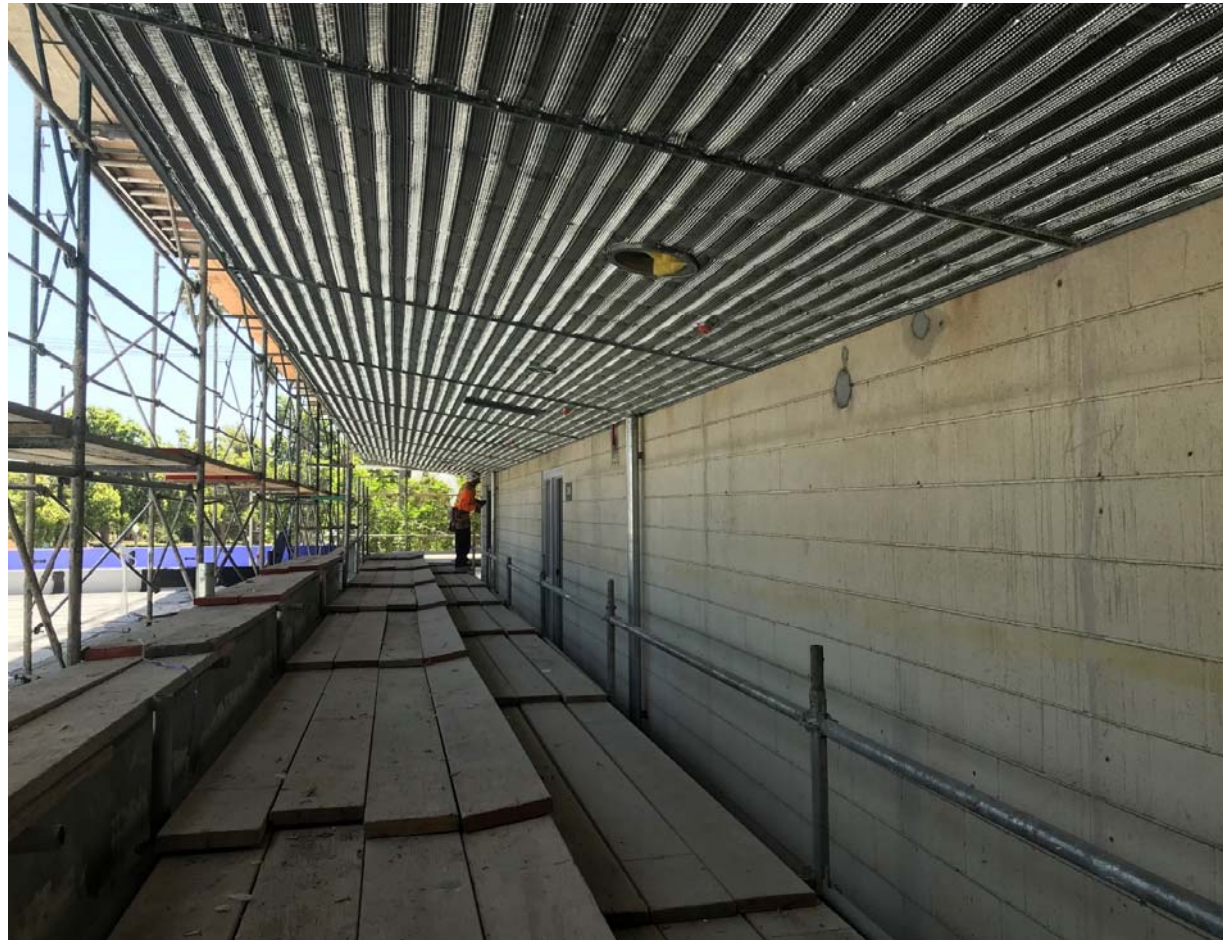


# Blair HS

## School Modernization

2nd floor  
Installation of soffit's  
metal lath

May 16 – June 20, 2018



[Return to projects list](#)

# Blair HS

## School Modernization

2nd floor  
Installation of soffit's  
metal lath

May 16 – June 20, 2018



[Return to projects list](#)



# Blair HS

## School Modernization

Fire sprinkler joint  
ready for installation

May 16 – June 20, 2018



[Return to projects list](#)

# Blair HS

## School Modernization

3rd floor  
Classrooms already painted

May 16 – June 20, 2018



[Return to projects list](#)

# Blair HS

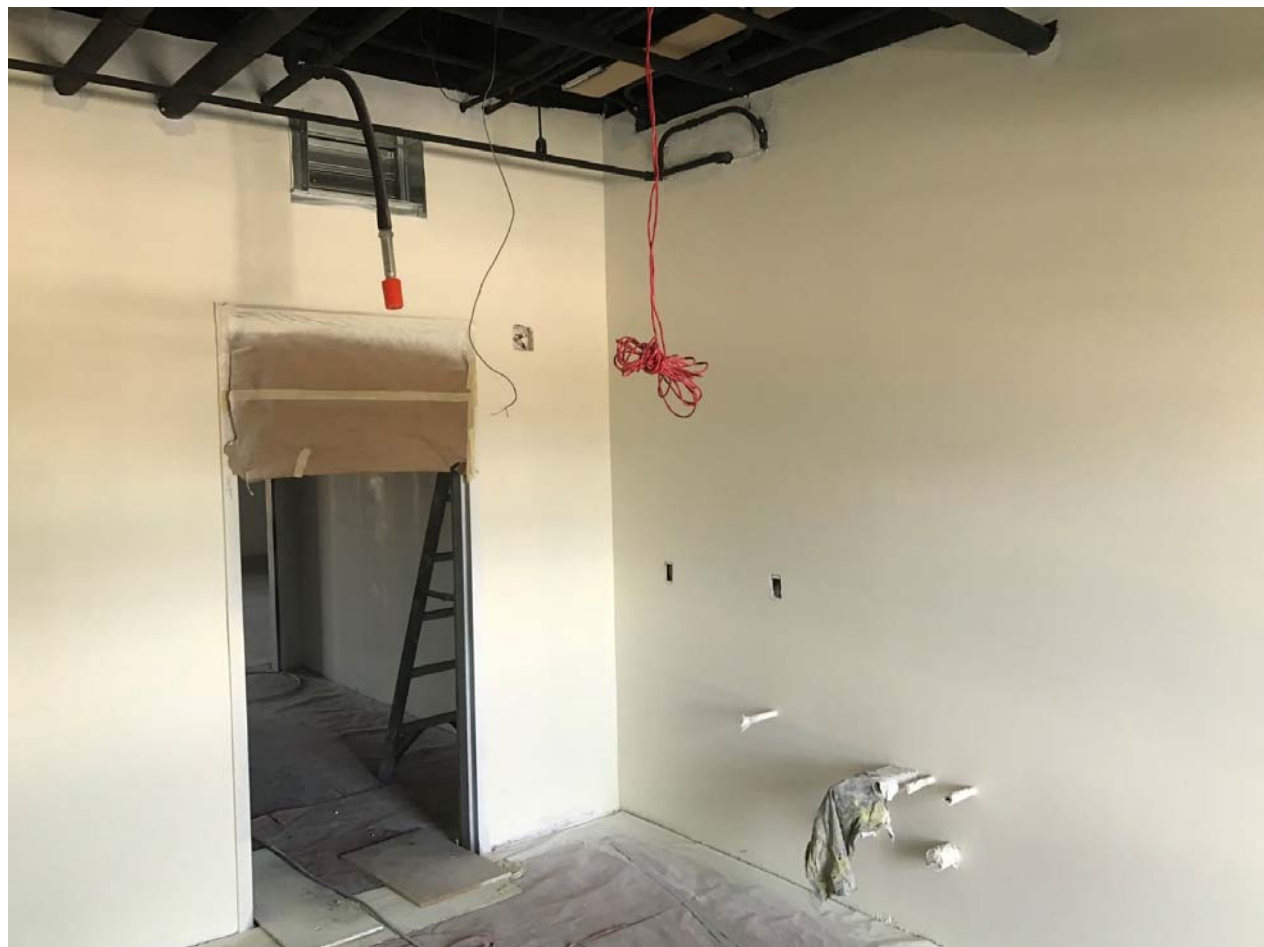
## School Modernization

3rd floor  
Classrooms already painted

May 16 – June 20, 2018



**BLAIR HIGH SCHOOL**  
*Home of the Vikings*



[Return to projects list](#)



# Blair HS

## School Modernization

3rd floor  
Classrooms already painted

May 16 – June 20, 2018



[Return to projects list](#)

# Blair HS

## School Modernization

3rd floor  
Perimeter soffit with  
metal lath installed

May 16 – June 20, 2018



[Return to projects list](#)

# John Muir HS

## Theater

Installation of low  
voltage conduits for  
AV system

May 16 – June 20, 2018



[Return to projects list](#)



# John Muir HS Amphitheater -Retaining walls and planters already poured





# John Muir HS

Amphitheater  
Retaining walls and  
planters already  
poured

May 16 – June 20, 2018



**JOHN MUIR HIGH SCHOOL**  
*Our Children. Learning Today. Leading Tomorrow.*



[Return to projects list](#)



# John Muir HS

Amphitheater  
Retaining walls and  
planters already  
poured

May 16 – June 20, 2018



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[Return to projects list](#)

# John Muir HS

Amphitheater  
Retaining walls  
waterproofed and  
ready for fill and  
compaction

May 16 – June 20, 2018



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[Return to projects list](#)



# John Muir HS Amphitheater -Retaining walls ready for compaction



# John Muir HS

## Amphitheater

Grading, filling and  
compacting

May 16 – June 20, 2018



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[Return to projects list](#)



# John Muir HS

## Amphitheater

Grading, filling and  
compacting

May 16 – June 20, 2018



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[Return to projects list](#)

# John Muir HS

Forming planter in  
front of building A,  
leading to the Quad

May 16 – June 20, 2018



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[Return to projects list](#)



# John Muir HS

Forming planter in  
front of building A,  
leading to the Quad

May 16 – June 20, 2018



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[Return to projects list](#)

# John Muir HS

Food Services  
elevator shaft with  
insulation and partial  
sheathing

May 16 – June 20, 2018



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# John Muir HS

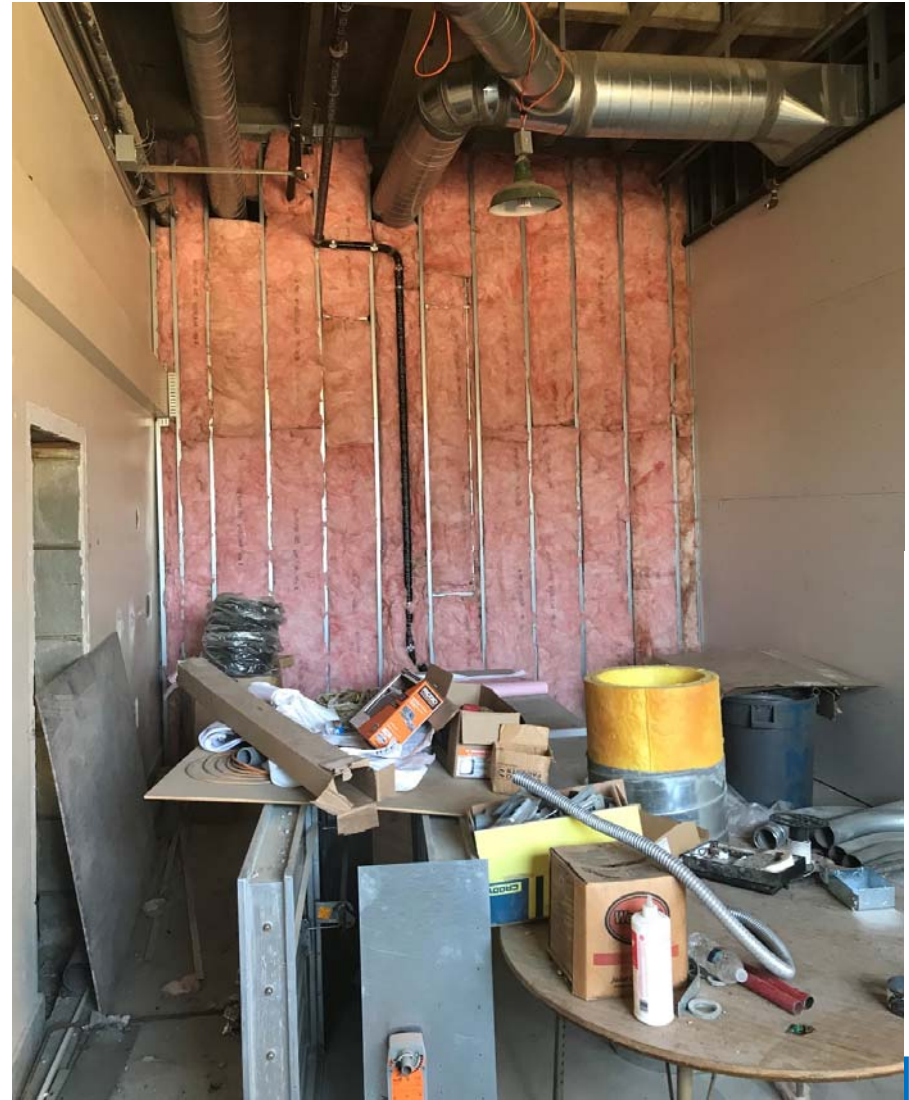
Kitchen wall  
with insulation and  
partial sheathing

May 16 – June 20, 2018



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# John Muir HS

Kitchen wall  
with insulation  
already installed

May 16 – June 20, 2018



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[Return to projects list](#)

# John Muir HS

Backstage walls  
with insulation  
already installed

May 16 – June 20, 2018



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[Return to projects list](#)



# John Muir HS

Auditorium controls  
area walls with  
insulation already  
installed

May 16 – June 20, 2018



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[Return to projects list](#)

# John Muir HS

Backstage received finish painting and is ready for rigging installation.  
Wiring completed, pending connection to AV equipment control box

May 16 – June 20, 2018



[Return to projects list](#)

# John Muir HS Auditorium

Backstage finished  
Steel Structure

May 16 – June 20, 2018



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[Return to projects list](#)





# John Muir HS

Dressing rooms rough  
mechanical and  
electrical completed.  
All structural steel is  
complete

May 16 – June 20, 2018



**JOHN MUIR HIGH SCHOOL**

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[Return to projects list](#)



# John Muir HS

Installation of  
replacement Fire line  
that was discovered to  
be in poor condition

May 16 – June 20, 2018



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[Return to projects list](#)





# Washington ES

Landscaped areas in  
full bloom

May 16 – June 20, 2018

**WASHINGTON** Elementary  
**STEM** Magnet **WASHINGTON ELEMENTARY STEM MAGNET**  
*Science, Technology, Engineering and Mathematics*



[Return to projects list](#)



# Washington ES

Landscaped areas in  
full bloom

May 16 – June 20, 2018

**WASHINGTON** Elementary  
**STEM** Magnet **WASHINGTON ELEMENTARY STEM MAGNET**  
*Science, Technology, Engineering and Mathematics*



[Return to projects list](#)



# Washington ES

Landscaped areas in  
full bloom

May 16 – June 20, 2018

**WASHINGTON** Elementary  
**STEM** Magnet **WASHINGTON ELEMENTARY STEM MAGNET**  
*Science, Technology, Engineering and Mathematics*

[Return to projects list](#)





# Washington ES

Fire entrance fenced,  
and fully paved

May 16 – June 20, 2018

**WASHINGTON** Elementary  
**STEM** Magnet **WASHINGTON ELEMENTARY STEM MAGNET**  
*Science, Technology, Engineering and Mathematics*



[Return to projects list](#)

# Washington ES

Fire entrance fully  
paved

May 16 – June 20, 2018

**WASHINGTON** Elementary  
**STEM** Magnet **WASHINGTON ELEMENTARY STEM MAGNET**  
*Science, Technology, Engineering and Mathematics*



[Return to projects list](#)

# Washington ES

Basketball courts  
fully paved

May 16 – June 20, 2018

**WASHINGTON** Elementary  
**STEM** Magnet **WASHINGTON ELEMENTARY STEM MAGNET**  
*Science, Technology, Engineering and Mathematics*



[Return to projects list](#)



# Washington ES

Basketball courts  
fully paved

May 16 – June 20, 2018

**WASHINGTON** Elementary  
**STEM** Magnet **WASHINGTON ELEMENTARY STEM MAGNET**  
*Science, Technology, Engineering and Mathematics*



[Return to projects list](#)

# Washington ES Multi Purpose Building



**WASHINGTON** ELEMENTARY STEM MAGNET  
Science, Technology, Engineering and Mathematics

May 16 – June 20, 2018

[Return to projects list](#)



# Pasadena HS - Modernization

## Girls' Locker room



**PASADENA HIGH SCHOOL**  
*Home of the Bulldogs*

May 16 – June 20, 2018

[Return to projects list](#)

# Pasadena HS Modernization

Path of travel from  
new gym lobby to  
existing walkway

May 16 – June 20, 2018



**PASADENA HIGH SCHOOL**  
*Home of the Bulldogs*



[Return to projects list](#)



# Pasadena HS Modernization

Path of travel from  
new gym lobby to  
existing walkway

May 16 – June 20, 2018



**PASADENA HIGH SCHOOL**  
*Home of the Bulldogs*



[Return to projects list](#)

# Pasadena HS Modernization

Gyms' front entry  
concrete footings  
poured

May 16 – June 20, 2018



**PASADENA HIGH SCHOOL**  
*Home of the Bulldogs*



[Return to projects list](#)



# Pasadena HS Modernization

Gyms' front entry  
concrete footings  
poured

May 16 – June 20, 2018



**PASADENA HIGH SCHOOL**  
*Home of the Bulldogs*



[Return to projects list](#)

# N Coombs ES Modernization

Site grading W corridor,  
walkway forming.

May 16 – June 20, 2018



**NORMA COOMBS ELEMENTARY SCHOOL**  
Respect. Responsibility. Integrity.



[Return to projects list](#)



# N Coombs ES Modernization

Site grading W corridor,  
walkway forming.

May 16 – June 20, 2018



**NORMA COOMBS ELEMENTARY SCHOOL**  
*Respect. Responsibility. Integrity.*



[Return to projects list](#)

# N Coombs ES Modernization

S corridor walkway  
forming.

May 16 – June 20, 2018



**NORMA COOMBS ELEMENTARY SCHOOL**  
Respect. Responsibility. Integrity.



[Return to projects list](#)



# N Coombs ES Modernization

## Classroom Building

All case work  
installed.

May 16 – June 20, 2018



**NORMA COOMBS ELEMENTARY SCHOOL**  
Respect. Responsibility. Integrity.



[Return to projects list](#)

# N Coombs ES Modernization

## Classroom Building

All case work  
installed.

May 16 – June 20, 2018



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[Return to projects list](#)



# N Coombs ES Modernization

## Classroom Building

All white boards and  
tackable panels installed.

May 16 – June 20, 2018



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[Return to projects list](#)

# N Coombs ES Modernization

Resurfaced  
basketball court

May 16 – June 20, 2018



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[Return to projects list](#)



# N Coombs ES

## Storm Water Infiltration System, Classroom Bldg.



**NORMA COOMBS ELEMENTARY SCHOOL**  
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May 16 – June 20, 2018

[Return to projects list](#)

ANALYSIS OF BOARD REPORTS 1307 - 1325					Date: 06-19-18
THESE BR'S WERE SUBMITTED TO THE COC FOR REVIEW ONE DAY BEFORE THE COC MEETING					
Board Report Item	DESCRIPTION	TT COSTS	Argument <b>FOR</b> Approval	Argument <b>AGAINST</b> Approval	COC RECOMMENDATION for the Facilities Committee
1307-F	Contract for D. Blayney, a project manager for Norma Coombs	\$58,776			Already approved by the Board of Education
1308-F	Contract for George Kwiter, a project manager for Muir and Pasadena High	\$55,056			Already approved by the Board of Education
1309 - F	Contract for Krzysztof Zazirski, a project manager	\$113,088			Already approved by the Board of Education
1310 - F	Contract of Ned Khachikian	\$124,992			Already approved by the Board of Education
1311 - F	Contract for Sarkis Maissian, a project manager	\$110,112			Already approved by the Board of Education
1312 - F	Contract for James vantrung Vu, a project manager.	\$110,112			Already approved by the Board of Education
1313 - F	contract for Richard Ken, a project manager for Longfellow, Jackson, Mckinley bathrooms.	\$55,056			Already approved by the Board of Education
1314 - F	Contract for Anson Rane, a project manager	\$110,112			Already approved by the Board of Education
1315 - F	A waiver of fees for usage of the Blair HS gym for a youth basketball clinic. Scholarships are provided to PUSD studens.	\$0	This is not a TT expense		Approved
1316 - F	This is a BR to provide transportation services for students	\$0	This is not a TT expense.		Approved
1317 - F	This is a joint contract with other school districts to reduce costs for maintenance services	\$0	This is not a TT expense.	Although the BR wording says this is for routine and deferred maintenance, the wording of the contract refers to "surfacing and ancillary services."	Wording ? Is this what it says it is?
1318 - F	A change order for Washington Elementary by G2K construction. It exceeds the 10% threshold. It will be an audit finding.	\$49,531	Largest amount (\$19,000) was for removal of contaminated asphalt.	The question continues: Does this change the spend-out plan budget? One change was for exterior grade light housings for exterior lights. Do we allow any reason for a change order? One change was for a roof duct support system to comply with roof warranty? Is that a question of basic competency? How long after project completion do we pay for change orders - this C.O. process needs review.	Discussion

ANALYSIS OF BOARD REPORTS 1307 - 1325					Date: 06-19-18
THESE BR's WERE SUBMITTED TO THE COC FOR REVIEW ONE DAY BEFORE THE COC MEETING					
Board Report Item	DESCRIPTION	TT COSTS	Argument <b>FOR</b> Approval	Argument <b>AGAINST</b> Approval	COC RECOMMENDATION for the Facilities Committee
<b>1319 - F</b>	Construction was extended at Washington Elementary, so the architect asks for additional fees for administration	<b>\$48,000</b>	Our contracts allow this. Work has been invoiced, but not paid by the District	Reasons for delay: " <i>In accordance with our master agreement dated June 15, 2009, Exhibit B, Item No.15, the Architect is entitled to additional compensation for providing contract administration services after the construction contract time has been exceeded. Additionally, Item No.5 of Exhibit B indicates additional services are also warranted when architectural services are made necessary as a result of major defects in the work caused by the Contractor in the performance of its construction contract.</i> "	<b>Discussion</b>
<b>1320 - F</b>	A proposal by the architects (LPA) for <b>design work</b> at Washington Elementary and Middle school for the <b>athletic fields</b> .	<b>\$49,300</b>	Includes sidewalk and street corner modifications requested by the City of Pasadena.	Is this included in the scope of work in the newly approved Spend-Out plan, or is this additional? It was de-scoped from the original work content for the school. Was that budget reduced accordingly at that time, and now this is being put back? The wording of the BR is somewhat different in scope than the attached documentation.	<b>Discussion</b>
<b>1321 - F</b>	Paperwork for approval of Muir High pool repairs as complete	<b>\$0</b>	No charge. It accepts the pool repairs at Muir High as complete	none	<b>APPROVE</b>
<b>1322 - F</b>	Change # 2 at Norma Coombs by Shenk Developers	<b>\$115,000</b>	NONE.	The only description is for "unforeseen conditions" and undefined architect/District requested scope changes. So this \$115,000 is for a "pig in a poke." If you don't like "Southern", use caveat emptor. Does it change the spend-out plan budget?	<b>Discussion</b>
<b>1323 - F</b>	Acceptance of resignations of COC members by the Board	<b>\$0</b>	Mike Mohit and Camille Dudley have resigned from the COC.		<b>APPROVE</b>
<b>1324 - F</b>	Approval of award to Christie White Associations to perform audit services of Measure TT for the District	<b>\$11,500</b>	Three firms were reviewed and interviewed by the COC and Facilities. CW Associates was voted as the best respondent. This is one of the few administrative expenses that are allowed to be charged to Measure TT.	NONE	<b>APPROVE</b>
<b>1325 - F</b>	This BR is for shade structures at McKinley Elementary	<b>max of \$82,000</b>	This is priority 15A on the spend-out plan. The max amount allows for unforeseen soil conditions.	Is this additional sum added to the budget for McKinley?	<b>Discussion</b>

Construction Status Report June 20, 2018

School/ Resource Code	Project's Scope of Work	Progress/issues June 20, 2018	Project Phase	Date in Phase	Schd. compl. Date actual phase	June 2018 Report Expected date completion total project	Expected date completion total project	%of compl. June'18	Project Mgr.	Architect	Contractor	Inspector
Blair HS/ 95056.0	Modernization of the existing Classroom and Admin Building.	<b>Completed:</b> Storm sewer line N side <b>On going:</b> MEP. Roofing; fire sprinkler line at Lunch shelter; Handrails at stairs Removal of Asphalt Concrete paving at parking area Plaster lath for Steel stud framing at soffit. Interior wall sheathing	CONSTRUCTION	4/4/17	11/21/18	12121 /18	typically 3-4 months after construction completion	62%	Anson & Kris	GKK	Pinner Construction	Ned Kachikian
Blair HS /95005.0	Field & Track upgrade	<b>On Going:</b> Irrigation and turf at North End	CONSTRUCTION	4/15/18	6 /15/18	8/30/18	9/30/18	95%	Anson Rane	PJHM	Byron Davey	Donald B Blayney
John Muir HS / 9505 1 . 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.	<b>On going:</b> fill and compaction behind retaining walls at amphitheater. Insulation in Kitchen and backstage areas. Installation of a watermain along S side of theater. Forming planter foundations. Replacement fire line along S side of Auditorium. Fire Alarm Campu Wide.	CONSTRUCTION	9/19/16	11/30/18	11/30/18	typically 3-4 months after construction completion	Gym: 91% Lockes 91% Bleachers: 75%	George K.	WLC	The Nazerian Group	Knowland Construction Inspections
Norma Coombs ES 95133.0	New admin building and classrooms (4)	<b>Completed:</b> Casework <b>On going:</b> site grading, sidewalk forming	CONSTRUCTION	6/17/17	12/29/18	12 /29/18		72%	Anson, Kris &Sam	Flewelling& Moody	Shenk Development	Donald B. Blayney
Pasadena HS 95075.0	Modernize the existing gym and locker rooms.	<b>Completed:</b> Gym Equipment installation. demolition of ceiling grid and asbestos pipe insulation in Bldg T, Exercise Classrooms T103 & T110 <b>On going:</b> Site work , concrete forming & pouring planters and retaining walls at E & S of Gym. Locker rooms framing, duct work for fire sprinklers. Installtion of electrical conduite & boxes. Patching injection testing cores. Bleacher's parts been delivered for further assembly. Fire proofing steel structure at gym's Lobby.	CONSTRUCTION	11/28/16	Gym mid Aug 2018. Other 1/15/19	1/15/19	typically 3-4 months after construction completion	72%	George K.	F&M	The Nazerian Group	PRIEST Construction Services
Washington ES/95045.0	Modernization •New 10,000 SF Multipurpose & Kitchen Building •New 19 ,000 SF Classroom Building (13 classrooms) •Associated site work and Playground improvements	<b>Completed:</b> Asphalt paving fire lane and basketball courts <b>On going:</b> Perimeter fencing, Pavement markings & signs	CONSTRUCT ION	11/3/14	7/30/18	7/30/18	8/15/18	99%	Anson & Kris	LPA	G2K	Ned Kachikian
Norma Coombs ES /95146.0	Chiller Replacement	<b>Completed :</b> Chiller, boiler, pumps, conduits & wiring removal. <b>On going:</b> Demolition, forming and pouring for concrete pads for new chiller, boiler & pumps	CONSTRUCTION	6/4/18	7/30/18	8/1/18	8/1/18	5%	J. Vu & Anson	Flewelling& Moody	Schneider Electric	Donald B. Blayney
Marshall HS 62300.0 / 95146.0	Lighting upgrade (Interior & Exterior)	Replacing AC unit's and network controllers.	POST CONSTRC	7/1/17	3/15/18	8/1/18	8/1/18	100%	James Vu	Design/ Build Schneider Electric		N/A
Marshall HS 62300.0/ 95146.0	HVAC/EMS Replacement	Replacing chilled/hot water control valves network and central plant controllers.	CONSTRUCTION	7/1/17	8/1/18	8/1/18	8/1/18	10%	James Vu	Design/ Build Schneider Electric		N/A
Eliot MS 62300.0 / 95146.0	Lighting upgrade (Exterior))	Complete	POST CONSTRC	7/1/17	3/15/18	8/1/18	8/1/18	100%	James Vu	Design / Build Schneider Electric		N/A
Eliot MS 62300.0 / 95146.0	EMS Upgrades	On going as planned	CONSTRUCTION	7/11/17	8/11/2018	8/1/18	8/1/18	5%	James Vu	Design/ Build Schneider Electric		N/A
Eliot MS 62300.0 / 95146.0	Chiller Replacement	Complete	POST CONSTRC	7/1/1?	416/2018	8/1/18	8/1/18	95%	James Vu	PJHM	Schneider Electric	Ned Kachikian
Longfellow ES 95146.0	Central Plant Upgrade	<b>On going:</b> Demolition and excavation for new chiller	CONSTRUCTION	2/14/18	811/2018	8/1/18	8/1/18	5%	R. Kent, J. Vu, S.Barret	Design/ Build Southland Industries		Ned Kachikian
Jackson ES 95052.0	Expansion of parking lot and drop-off area. 3 New Portables	Contract awarded. NTP issued	CONSTRUCTION	6/12/18	9/10/18	9/10/18	11/9/18	1%	Kriz Z.	WLC	Nazerian Group	D. Blayney
Don Benito ES 95146.0	Phase II HVAC, Interim kitchen and Kitchen	At DSA	DESIGN		5/15/18	TBD	TBD		Anson, Kris Z	PBWS	TBD	TBD
McKinley ES / 95123.0	Phase II Installation of a Portable restroom bldg. in Kinder area	Pending modification of access ramps. Notice of Non Compliance issued to contractor.	CONSTRUCTION	7/1/16	1/30/18	8/30/18	9/30/18	80%	Ned Kachikia	Onyx Architects	Silver Creek Industries	Ned Kachikian