



**PASADENA UNIFIED SCHOOL DISTRICT (PUSD)  
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING  
Meeting Minutes of May 17, 2017**

**Location:** Pasadena Unified School District Education Center, Room 229, 351 S. Hudson Ave., Pasadena, CA. 91109

**Date & Time of meeting:** May 17, 2017 at 6:30 p.m.

**Present:** Clifton Cates, Quincy Hocutt, Glen DeVeer, Diana Verdugo, Willie Ordonez, Jen Wang, Joelle Morisseau-Phillips, Mikala Rahn, and Gretchen Vance

**Absent:** Geoffrey Commons.

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

**Pasadena Unified School District (PUSD) Facilities Committee Liaison:** Steven Cole

**PUSD Staff:** Nelson Cayabyab, Chief Facilities Officer.

*(Abbreviations used in these minutes: PUSD - Pasadena Unified School District and COC – Citizen's Oversight Committee.)*

**I. CALL TO ORDER**

*Mr. Cates*

The meeting was called to order at 6:30 PM

Mr. Cates acknowledged the courtesy of the District's decision to provide a professional stenographer for the production of the meeting's verbatim transcript to assist in the preparation of the minutes of the Committee.

**II. Approval of minutes of the February, March and April, 2017 meetings**

*Ms. Wang*

The February 15, March 15 and April 19, 2017 meeting minutes were unanimously approved by the COC members.

**III. BUSINESS**

**A. Preparation of meeting minutes.**

*Mr. Cates*

- i. *District's plan to use a private stenographer.*

Mr. Cates noted the COC's good fortune of having a stenographer to provide a verbatim transcript of the meeting.

- ii. *Cost of Stenographer*

- iii. *Source of funding.*

Mr. Cates noted that the cost of the stenographer's service would be paid for by the District from the remaining Measure Y funds. Mr. Cates refrained from issuing an opinion on whether or not payment for the stenographer services from Measure Y funds was appropriate, as the COC only has oversight responsibility for Measure TT funds, not over Measure Y funds that may be still unspent.

**B. Proposition TT Financial Report.**

*Mr. Cates*

- i. *District's response to outstanding requests for information.*

A discussion ensued in which the request for 10 key items of information in a useful format was reiterated. The Board Liaison added that a report that could be largely produced via the existing systems was preferable to alleviate the workload of both the COC and District Staff. Ms. Kenne also noted that it would be useful to have information regarding the construction status of the projects, perhaps prepared separately from the financial report. Mr. Cayabyab noted that much of the information being asked for was available. It was agreed that Ms. Kenne would present at the June 2017 meeting two separate reports with much of the information the COC is asking for.

The objective of the COC's requested report is to provide a high-level summary of the status of projects at each school showing what progress is being made both financially and physically.

**C. COC letter to Superintendent re outstanding requests for information and administrative support of the COC by the District**

*Mr. Cates*

Mr. Cates noted that both of these matters were discussed in item III.B. Ms. Wang asked if an answer to the COC's letter had been received, Mr. Cates read his letter to Superintendent McDonald of May 11, 2017 and the Superintendent's response. Both of these letters are posted on the COC website at: <https://www.pusd.us/Page/6054>

**D. Other outstanding requests for information**

*Mr. Cates*

- i. *How the numbers contained in April 2017 "Spend-out Plan" were derived and reconciliation with last approved budget.*
- ii. *Norma Coombs project information, including reconciliation with numbers shown on the "Spend-out Plan"*

Mr. Hocutt stated that a new "spend-out plan" had been developed by Facilities Staff and presented to the Board requesting a prioritization of projects. This plan notes that \$126 million remains to be spent from the original bond amount of \$350 million. Much of the \$126 million is already earmarked on existing contracts but a priority is needed for remaining projects. Facilities staff provided a suggested priority and it is awaiting Board reprioritization. It was noted during the discussion that this new plan differs significantly from the budget plan currently posted on the COC website.

The COC discussed the difficulty of understanding how a budgeted item can increase or decrease without adequate explanation. The new proposed budget for Norma Coombs is now higher than the old budget by approximately \$2 million and the COC has requested an explanation of the difference, how it was determined, and what the extra money would be spent on. It is within the purview of the COC to ensure that funds are spend on items that are allowed under the restrictions of Measure TT. The Board Liaison agreed that it is important to be transparent about changes begin made to commitments that were made in 2012.

Ms. Vance made a request for the Board to vet the new proposal carefully with the affected schools and to be very open about the changes that will be made.

Mr. Cayabyab noted that construction costs are rising and that if bids come back for a project higher than expected, that extra money could reduce the funds available for projects at the bottom of the priority list. He also noted that there might be other sources of money for certain projects rather than having to utilize Measure TT funds. Ms. Vance noted that promises of transparency and accountability made under Measure TT called for updating a Facilities Master plan quarterly and annually. But the last time it was updated was in 2012 and voted upon by the Board at that time. Ms. Kenne noted that the Facilities Master Plan must also take into account demographic changes and how that affects facilities needs within the district.

Mr. Cayabyab noted that the priority list was developed with building code compliance as the number one priority, the second was fire-life safety issues and the third priority was classroom related issues.

Mr. Cayabyab explained that the increase in construction costs since 2012 is the main reason why the 2012 budget amounts are not valid for construction projects to be contracted from 2017 on.

Mr. Cates clarified that the Facilities proposal in the spend-out plan (priority list) was not something the COC members were criticizing. Mr. Cates also stated that Mr. Cayabyab had done all that he can do by essentially saying “we have 126 million left, and we have to finish nine projects that are substantially under way, and here's my recommendation for spending the rest”. The COC noted that what it requests at this point is for the Board to act on the spend-out plan so that we will have a new tracking mechanism.

Mr. Cayabyab noted that a consolidation and boundary committee had already started working, which might recommend school closings.

In closing the discussion it was noted that the first 9 of 27 projects on the spend-out plan list consume about 80% of the remaining funds within Measure TT.

iii. *Law requiring separate bids for 3 similar athletic tracks (promised by Facilities on March 15, 2017).*

Mr. Cates stated that there was no need to continue asking for a copy of a law requiring 3 completely separate design fees (at a full architectural charge for each one) for 3 similar athletic tracks, as there did not appear to be one. Mr. Cayabyab noted that Facilities is working on a special purchase agreement with the vendor to install just the tracks, each of which are slightly different.

Mr. Hocutt noted that the proposed spend out plan does not contain the architectural fees for these tracks, but only the construction costs. He also noted that the plan does not contain money to cover Facilities’ administrative salaries.

**E. Uniform standards for Proposition TT expenditures**

*Mr. Cates*

i. *Member-recommended changes.*

Mr. Cates informed the COC that new comments received from COC members would be incorporated into the draft Standards, and a consideration for approval of the Standards would be included in June’s agenda.

**F. Uniform procedures to insure timely Committee and Board review of proposed Proposition TT expenditures.**

*Ms. Kenne, Mr. Cole*

i. *Immediate report by the COC liaison to the Facilities Committee.*

The COC desires to place COC recommendations on approval or non-approval of Board Reports as a standing agenda item in the Facilities meetings, or in the public comments at the beginning of the Facilities meeting. *(The “Facilities meeting” is a monthly meeting of a sub-committee of the Board of Education comprised of three members of the Board, plus the Chief of Facilities. Its purpose is to vet facilities issues and make recommendations for the entire Board of Education to vote upon.)*

ii. *Current status.*

Ms. Kenne stated that she is now on the Facilities Committee and can ensure the COC representative on that committee will have an opportunity to present the COC’s recommendations.

**G. Review of newly proposed expenditures of Proposition funds: Board Reports 1184-F through 1193-F and 114-B.**

*Mr. Cates*

Board Reports 1184 - 1193 were approved (8 in favor, 1 opposed). Board Report 114-B was disapproved unanimously.

The majority of the Board Reports were to continue the existing contracts for the Project Managers overseeing the school construction projects. The salaries for these managers are charged to Measure TT.

Board Report 114-B was a request to fund various attorney fees \* from Measure TT, although many of these activities appear to be general administrative costs. The Committee needs further breakdown information to determine whether all of these costs meet the pre-requisite requirement for utilization of Measure TT funds. Mr. Cole was asked to bring up this request in the next day’s Facility Committee meeting.

(\* “General legal services, informative newsletters, training opportunities, and conferences to help with daily legal concerns.”)

**H. Expenditure of Proposition TT funds on “needs assessments” and new Facilities Master Plan**

*Mr. Cates*

Mr. Cates read parts of the COC’s independent counsel’s response regarding the COC’s inquiries as to the legalities of the charging of “needs assessments” to Measure TT. The main points in counsel’s response were:

- i. “A needs assessment focused on the construction of a new school facility that cannot be funded from Proposition TT due to limited funds or timing constraints would be ineligible for Proposition TT funds.”
- ii. “The expenditure of Proposition TT funds for a new facilities master plan would seem to be outside of the language of the proposition.”

These attorney insights will be incorporated into the proposed guidance Standards to be considered at the next COC meeting.

*(A “needs assessment” is a contracted study by architects and construction specialists as to the current conditions of a property resulting in recommendations for needed work.)*

**I. Report by the Chief of Facilities**

*Mr. Cayabyab*

Mr. Cayabyab had nothing to report regarding construction activity at any of the school sites.

**J. Committee membership**

*Ms. Vance*

- i. *Current status of solicitation and appointment of new members.*

Ms. Vance informed the COC that there are 5 applicants who will be interviewed by Mr. Hocutt, Mr. Cates and Ms. Kenne before submitting their candidacy for approval to the Board of Education.

- ii. *New member orientation package.*

Ms. Vance informed the COC that the Membership sub-committee of the COC had prepared a PowerPoint presentation, but due to the lack of a projector it could not be shown, but she offered to e-mail it to the members. She reviewed the contents of the presentation, noting that it provided a framework for new members to understand the work of the COC, and contained references for the obtaining of the governing documentation relating to the COC's work. Dr. Rahn suggested we project this orientation PowerPoint presentation and review it at the next COC meeting.

Mr. Cates noted that Mr. Commons is no longer a member of the committee, due to three consecutive meeting absences, which per the COC's by-laws results in an automatic removal.

**K. COC Subcommittees**

- i. *Existing and new.*

Mr. Cates listed the existing sub-committees as: Audit, Membership, Minutes, Website, Financial Support, Facilities Committee liaison, and the just created Public Outreach Sub-Committee headed by Ms. Verdugo.

Ms. Rahn offered to be in charge of following up with the COC requests and actions.

- ii. *Participation by all COC members.*

Mr. Cates requested all members to increase their participation level in the activities of the COC, as the workload is increasing.

**L. Report by Board liaison to the COC**

*Ms. Kenne*

A report was not presented at this time.

**M. Report by COC liaison to Facilities Committee**

*Mr. Cole*

A report was not presented at this time.

**N. Report from site council representatives**

*Ms. Verdugo*

Ms. Verdugo informed the COC that Roosevelt Elementary School is "jubilant" about the cafeteria work scheduled to start in June; at Washington they are "happy with what has been going on" with no negative comments about Facilities.

Mr. Cayabyab announced that Facilities will be briefing the Site Council at Longfellow on the school's upcoming modernization, and that similar briefings had already taken place at Don Benito and Norma Coombs. Mr. Cayabyab stated that on May 25, 2017 there would be an instructional meeting with the neighborhoods at San Rafael and Linda Vista.

Ms. Vance noted that the Pasadena High School (PHS) Site Council was very happy with the progress being made on PHS' gym and locker room.

#### **IV. Public Comment**

Ms. Ruthann Aull noted that the meeting had been very informative. She also thanked Mr. Cayabyab for his attendance. Ms. Aull asked to place the Public Comments section at the beginning of the meeting. Mr. Cates granted her petition.

#### **V. Future meeting agenda items, dates, and locations**

The next COC meeting will be held on Wednesday, June 21, 2017 at 6:30 P.M. at the PUSD Education Center on Hudson Avenue.

#### **VI. Adjournment**

The meeting was adjourned at 9:10 PM.

DRAFT

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

**Topic:** AMENDMENT TO CONTRACT RC690:16:17 WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO FOR LEGAL SERVICES THROUGH JUNE 30, 2017.

**RECOMMENDATION:** The Board of Education approve an increase to the Contract RC690:16:17 with Atkinson, Andelson, Loya, Ruud & Romo (AALRR) to provide legal services for Facilities (RC690) through June 30, 2017.

**District Priority/Strategy:** Accountability: Collaborative planning process at the District level to align services, human resources and financial resources to support achievement and instruction goals.

**I. BACKGROUND:**

In the past, Atkinson, Andelson, Loya, Ruud & Romo (AALRR) has provided the District with legal services and representation in administrative and court proceedings, as well as general and construction specific legal services as requested by the District.

**II. STAFF ANALYSIS:**

Staff is recommending that the Governing Board approve the increase for an additional \$200,000.00 to the Contract RC690:16:17 with AALRR for legal services through June 30, 2017. Services include representation for general and construction legal services as well as providing the District with informative newsletters, training opportunities and conferences to help the District with daily legal concerns.

**III. FISCAL IMPACT:**

This amendment to Contract RC690:16:17 increases by \$200,000.00 for a total not to exceed \$570,000.00. Funds in the not to exceed \$200,000.00 are available in the Facilities administration Measure TT account.

**Pasadena Unified School District  
Board of Education Agenda: May 25, 2017  
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

**Funding code: 21.1-95000.0-00000-85000-5820-0000710**

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

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**I. BACKGROUND:**

In the past, Atkinson, Andelson, Loya, Ruud & Romo (AALRR) has provided the District with legal services and representation in administrative and court proceedings, as well as construction specific legal services as requested by the District.

**II. STAFF ANALYSIS:**

Staff is recommending that the Governing Board approve the increase for an additional \$200,000.00 to the Contract RC690:16:17 with AALRR for legal services through June 30, 2017. Services include representation for construction legal services.

**Attachment:** Agreement for Special Services - RC690:16:17

**III. FISCAL IMPACT:**

This amendment to Contract RC690:16:17 increases by \$200,000.00 for a total not to exceed \$570,000.00. Funds in an amount not to exceed \$200,000.00 are available in the Facilities administration Measure TT account.

**Pasadena Unified School District  
Board of Education Agenda: May 25, 2017  
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

**Funding code:** 21.1-95000.0-00000-85000-5820-0000710

Originated by: Nelson M. Cayabyab, Chief Facilities Officer

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

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

**Topic: APPROVAL OF BID AWARD TO SHENK DEVELOPERS, INC. FOR THE NORMA COOMBS ES – NEW CLASSROOM AND ADMINISTRATION BUILDINGS PROJECT, BID NO 03-16/17 FOR THE CONTRACTED AMOUNT OF \$6,593,000.00**

**Recommendation:** The Board of Education approves the Bid Award to Shenk Developers, Inc. for the Norma Coombs ES – New Classroom and Administration Buildings Project, Bid No. 03-16/17 for the contracted amount of \$6,593,000.00.

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

**I. BACKGROUND**

On May 8, 2012 the Governing Board of the Pasadena Unified School District approved Project Assignment Agreement 79-4 (PAA 79-4 w/ later amendments PAA 79-5 & PAA 79-6) with Flewelling & Moody Architects for the Norma Coombs ES Classroom and Administration Buildings Project. Project construction documents have been completed and the project has been bid with bids opened on May 18, 2017 (Bid No. 03-16/17). The results of the Bid and subsequent analysis of the bid resulted in Shenk Developers being the lowest complying bidder for the Norma Coombs Modernization Project #5 on the MTT List of Priorities and will be funded completed by MTT funds. The Bid amount is well within the projected construction budget of \$6.9million and there will be “NO” projects that will be displaced on the MTT Priority List of projects.

**II. STAFF ANALYSIS**

The scope of work of the modernization includes the addition a new classroom building and a new administration building to the Norma Coombs ES campus. Associated work includes removal of existing classroom and administration bungalows and new parking lot.

The Facilities Committee vetted this Board Report on June 22, 2017.

**Attachments:** Bid Recap Sheet  
Shenk Developers Bid docs.

**III. FISCAL IMPACT**

Of the total \$6.9million total estimated budgeted construction cost the amount of \$6,593,000.00 + Insurance Costs and + 10% contingency will be taken completely from the Norma Coombs budget allocated to include the above costs as well as from the District contingency, if it is needed to complete this project.

**Pasadena Unified School District**  
**Board of Education Agenda:** June 22, 2017  
**Prepared by:** Nelson M. Cayabyab, Chief Facilities Officer

**Funding code:** 21.1-95133.0-00000-85000-6210-0600000

Originator: Nelson M. Cayabyab, Chief Facilities Officer



**0100.6 BID FORM**

**Bid No. 03-16/17**

**Closing Date and Time – April 20, 2017, 2:00 PM**

**TO: Pasadena Unified School District, acting by and through its Governing Board, herein called "District":**

1. Pursuant to, and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the Work at the place where the Work is to be done, and with the Contract Documents, drawings, specifications, addendum, and all other related documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the Work required in connection with 03-16/17 all in strict conformity with the drawings and specifications and other Contract Documents, including all noted addenda numbers 1, 2, 3, 4 on file in the office of the Administrator, Procurement and Contract for the District as listed on Page 3-5, **Bidders Information**, of this document.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in **Section 0100.2 Bidders Information, item #9.**

3. The required security in the amount of at least ten percent (10%) of the total bid is hereto attached.

4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract on the Agreement form attached hereto in accordance with the bid as accepted, and that they will also furnish and deliver to the District the Performance Bond (100%) and Payment Bond (100%), as specified, all within five (5) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

5. All notices or other correspondence should be addressed to the undersigned at the address stated below.

6. The undersigned holds a license: Class A+B, License #: 488298  
License Expiration Date 3/31/18 DIR Registration #: 1000005748

7. The names of all persons interested in the foregoing proposal as principals are as follows:

VAHAK MAGHAKIAN                      HRATCH VORPERIAN  
BERT KAPRIELIAN                      \_\_\_\_\_

**Important Notice:** If Bidder is a corporation, state legal name of corporation, also name corporate officers; if a partnership, state names of partners, if individual, state full name.

**03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings**  
**This form must be completed and submitted with your bid package**

**ATTACHMENT A – BID FORM**

**Bid Number:** 03-16/17 – Norma Coombs ES-New Classroom & Administration Buildings  
**Opening Date:** April 20, 2017  
**Time:** 2:00 PM

**LOCATION OF BID SUBMITTAL AND OPENING:**  
Office of the Administrator, Procurement & Contracts  
Pasadena Unified School District  
351 S. Hudson Avenue, Room 102  
Pasadena, CA 91109

<p><b><u>BASE BID</u></b> <b><u>ALL WORK SHOWN AND DESCRIBED FOR BASE BID</u></b></p> <p>Write out the total amount of your BASE BID: <u>Six Million Five Hundred Ninety Three Thousand &amp; 00/100</u> Dollars</p> <p>Numeric Bid: \$ <u>6,593,000.-</u> (including \$150,000 allowance)</p>
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\*In the event of a conflict between the written and numeric version of the bid, the *written* will prevail.

<p><b>Please sign and date this page:</b></p> <p><b>Company Name:</b> <u>SHENIK DEVELOPERS</u></p> <p><b>Authorized Signature:</b> <u>V. Maghak</u></p> <p><b>Printed Name:</b> <u>VAHAK MAGHAKIAN</u></p> <p><b>Date:</b> <u>5/18/2017</u></p>
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**03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings**

This form must be completed and submitted with your bid package

1/4

**0100.7 DESIGNATION OF SUBCONTRACTORS**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
EARTHWORK ASPHALT FLATWORK	CALIFORNIA PAVING & GRADING	3253 VERDUO RD LOS ANGELES CA 90005	A 384051	Kent.Dennis@calpave.com 818.956.5939	100000 508
ABATEMENT ASBESTOS/LEAD	ACT	1698 WEST 9TH UPLAND, CA 91786	B42062	wayne@actbestos.com 909.946.3800	100000 3567
DEMOLITION	NH ENVIRON-MENTAL	229 N. CALIFORNIA CITY OF INDUSTRIAL CA 91744	A A84458	ehurtado@nhenvironmental.com 626.961.7000	100000 11312
LANDSCAPING IRRIGATION	AGRO-TECH LANDSCAPE CONST. CO	4620 QUARTZ HILL ROAD QUARTZ HILL, CA 93586	C27, C61 D63 608361	lilianac@agrotechlandscap.com 661.943.5121	10000 13978
<del>STRUCTURAL STEEL</del>	<del>DRAGON STEEL INC</del>	<del>9077 DELARMO AVE SUN VALLEY, CA 91352</del>	<del>921528</del>	<del>info@dragonsteel.com 818.252-4840</del>	<del>10000 10223</del>
STRUCTURAL STEEL	CARSCO	9231 LISI OAKS BL SUN VALLEY, CA 91352	209850	cahychan@aol.com 818.767.5408	100000 4833
FENCES, HANDRAILS METALS	DUNN'S FENCE	4751 CHAMBER AVE LA VERNE, CA 91750	988434	dunnsfence@msn.com 626.523.7240	100000 9442

\* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The

2/4

**0100.7 DESIGNATION OF SUBCONTRACTORS**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
WOOD FRAMING	BASE FRAMING INC	299 W. HILLCREST SUITE 212 DR THOUSAND OAKS, CA	356328	tam@baseframing.com 805.446.3185	100003021
CONCRETE WORKS	BCD, INC.	15217 S. WESTERN GARDENA, CA 90249	964503	peter@probed.com 310.771.0910	1000048881
DRY WALLING PLASTER	RUTHERFORD COMPANY, INC	2107 CRYSTAL ST LOS ANGELES CA 90039	B, C9, C35 399033	rrutherford@rutherfordco.net 323.666.5285	1000012233
CASEWORK	K&Z CABINETS COMPANY	1450 S. GROVE AVE ONTARIO, CA 91761	319196	dchan@k2cabt.com 909.947.3587	100000291
ROOFING & SHEET METAL	LETNER ROOFING	1490 CLASER DRANGE, CA 92867	689961	jscott@letner.com 714.633.0030	1000002763
PAINTING	D&M PAINTING	1759 N. BATAVIA ORANGE, CA 92865	C33 388648	jasmind@mmpaint.com 714.997.8131	1000011265
ACOUST. CEILING & TACKLE WALLS	EXCEL ACOUSTICS	357 N. SHERIDAN #116 CORONA, CA 92880	C2, B 724511	contracts@excelacoustics.com (951) 371.5500	1000006577

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3/4

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Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
HVAC & EMS	LIBERTY CLIMATE CONTROL	2447 N. CHICO AVE S EL MONTE CA 91733	C20 327683	chris@libertyclimate.com 626.525.3131	100000 3471
PLUMBING & SITE UTILITIES	AVS PLUMBING	2781 WOODLYN RD PASADENA, CA 91107	C36 586370	avsplumbing@aol.com 818.388.1223	10000 32081
ELECTRICAL	RYAN SONS ELECT., INC	12939 ARROYO ST SILMAR, CA 91342	C10 17091	dede@ryansons.com 818.365.3030	1000003 506
FIRE ALARM	COSCO FIRE PROTECTION	1075 W CAMPBELL RD Bldg. D, RLSA CA 92821	C16 577621	cjass@coscofire.com 714.989.1860	1000002 305
ELECT. LOW VOLTAGE DATA, PA, SEC	CHECKPOINT COMM. INC	15412 ELECTRONIC LN, SUITE 102 MOUNT. RAINIER, CA 92049	C7, C10 545003	jshoaff@checkpoint.com 714.892.5050	10000015 31

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4/4

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Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
DOORS & HARDWARE	CONSTRUCTION HARDWARE CO	216 PACIFIC ST POMONA, CA 91768	D 515824	whorly@constructionhardwareco.com 909.594.9093	1000000757
AL. WINDOWS GLAZING	SLATER GLASS	145 E. SAINT JOSEPH ST ARCADIA, CA 91006	C17 893323	rita@slaterglass.com 826.254.0614	1000004146
<del>FLOORING</del>	<del>INFTILE CO.</del>	<del>9713 ORANGE TER. PICO RIVERA CA 90660</del>	<del>C15, C54 665139</del>	<del>jessie@inftile.com 562.942.2519</del>	<del>1000006128</del>
CARPET, NET FLOORING CER. TILING	GENESIS FLOOR COVERINGS, INC	11023 E. SAUSON UNIT 21 SANTA FE SPRINGS CA 90670	C15 483027	cborunda@sbcglobal.net 909.684.2299	1000004026

*[Handwritten signature]*

\* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The

information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

**SHENK REAL ESTATE DEVELOPMENT INC.**

Proper Name of Bidder:

dba **SHENK DEVELOPERS**

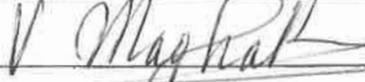
Date:

**5/18/2017**

Name:

**VAHAK MAGHAKIAN**

Signature of Bidder Representative:



Address:

**210 N. CENTRAL AVE. # 225**

Phone:

**GLENDALE CA. 91203**

**(818) 500-0990**

Proper Name of Bidder:

dba **SHENK REAL ESTATE DEVELOPMENT INC**  
**SHENK DEVELOPERS**

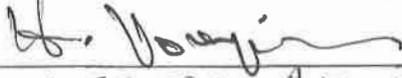
Date:

**5/8/2017**

Name:

**HRATCH VORPERIAN**

Signature of Bidder Representative:



Address:

**210 N CENTRAL AVE # 225**

Phone:

**GLENDALE CA. 91203**

**(818) 500-0990**

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership, if bidder is an individual, his signature shall be placed above.

03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings

This form must be completed and submitted with your bid package

**0100.8 BID BOND (10%)**

Name of Principal Shenk Developers

Address 210 North Central Avenue, Suite 225

City of Glendale, State of California

as Principal, and The Guarantee Company of North America USA a corporation organized and existing under the laws of the State of Michigan, legally doing business in California as an admitted surety insurer at:

Address 6303 Owensmouth Avenue, 10th Floor

City of Woodland Hills, State of California, as Surety, are indebted to Pasadena Unified School District hereinafter called the District, in the sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the Principal submitted to the District for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL** has submitted the accompanying bid dated MAY 18, 2011 for:

**03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings**

**NOW THEREFORE**, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written Contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract or in the event of the withdrawal of said bid within the period specified or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

**03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings**

**This form must be completed and submitted with your bid package**

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the  
20th day of April, 2017.

Shenk Developers

(Corporate Seal)

BY

Principal  
V. Maghakian  
VAHAK MAGHAKIAN  
(Typed or Printed Name)

MANAGING DIRECTOR  
(Title)

The Guarantee Company of North America USA

(Corporate Seal)

BY

Surety  
William Syrkin  
(Typed or Printed Name)

Attorney-In-Fact  
(Title)

Address: 550 North Brand Blvd., Suite 1100

City, State, Zip: Glendale, CA 91203

Phone Number: (818) 844-4100

E-Mail: Wsyркиn@mcsins.com

(Attach Attorney-In-Fact Certificate)

09-16/17 - Norma Coombs ES-New Classroom & Administration Buildings

This form must be embossed with corporate seal when completed and submitted with your bid package



**POWER OF ATTORNEY**

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**Millennium Corporate Solutions, LLC**  
**William Syrkin, Sergio D. Bechara, Rebecca Ann Haas-Bates, Richard Leroy Adair**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**STATE OF MICHIGAN**  
**County of Oakland**

**Stephen C. Ruschak, President & Chief Operating Officer**

**Randall Musselman, Secretary**

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said



*Cynthia A. Takai*  
**Notary Public, State of Michigan**  
**County of Oakland**

*My Commission Expires February 27, 2018*  
**Acting in Oakland County**

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 20th day of April, 2017

**Randall Musselman, Secretary**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On April 20, 2017 before me, Corinne L. Hernandez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature Corinne L. Hernandez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Partner —  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer Is Representing: The Guarantee Company of North America USA

Signer Is Representing: \_\_\_\_\_



**0100.10 NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the MANAGING DIRECTOR [Title] of SHENK DEVELOPERS [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/18/2017 [Date], at GLENDALE [City], CA. [State].

Signed: V. Maghakian

Typed Name: VAHAK MAGHAKIAN

03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings

This form must be completed and submitted with your bid package.

**0100.11 CONTINUITY WORK AGREEMENT (CWA)**

**CERTIFICATION REQUIREMENTS**

This certifies and confirms SHENK DEVELOPERS (bidder), has read and agrees to, abide by and be bound to the Continuity Work Agreement (CWA) as entered into between District/Owner and the Los Angeles/Orange County Building Trades Council on September 12, 2012, and amended from time to time by the parties or interpreted pursuant to its terms thereof.

The obligation to abide and be bound by the Continuity Work Agreement shall extend to all Work covered by the Contract undertaken by bidder on the NORMA COOMBS E.S Project, pursuant to Bid No. 03-16/17. Bidder shall require all subcontractors of whatever tier to become similarly bound for all their Work within the scope of the Continuity Work Agreement by executing a Letter of Assent in terms substantially identical to Attachment A – Letter of Assent of the CWA.

"The signature below binds bidder to all the above conditions and bidder certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Date: <u>5/18/2017</u>	By: <u>V. Maghakian</u> <u>MANAGING DIRECTOR</u> <u>VAHAK MAGHAKIAN</u> Signature and Title of Bidder Representative
------------------------	---

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)  
(Failure to submit this form shall render your bid non-responsive)

**END OF DOCUMENT**

**03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings**

This form must be completed and submitted with your bid package.

**0100.12 ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING  
INDEMNITY FORM**

TO: Pasadena Unified School District

RE: Project Number 2332.600, BID NO. 03-16/17

Construction Contract for NORMA COOMBS E.S.-NEW CLASSROOM & ADMIN. BUILDINGS

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

SHENK DEVELOPERS  
Contracting Party

VAHAK MAGHAKIAN / MANAGING DIRECTOR  
Name of Agent/Title

03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings

This form must be completed and submitted with your bid package.

**0100.13 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT**

Each bidder must complete this form in order to comply with the Pasadena Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, et seq.)

Project Name: NORMA COOMBS ES - NEW CLASSROOM & ADMINISTRATION BUILDINGS

Bid No.: 03-16/17

DSA No.: 03-115288

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. Check only one of the following:

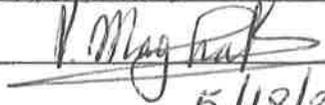
The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which represents approximately \_\_\_\_\_ percent (\_\_\_\_%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: SHENK DEVELOPERS

Name: VAHAK MAGHAKIAN

Title: MANAGING DIRECTOR

Signature: 

Date: 5/18/2017

03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings

This form must be completed and submitted with your bid package.

**0200.4 CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

NAME VAHAK MAGHAKIAN FOR SHENK DEVELOPERS  
TITLE MANAGING DIRECTOR  
SIGNATURE V. Maghakian

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings**

This form must be completed and submitted with your bid package.

**0200.6 BIDDERS REFERENCE LIST**

Bidder Name: SUNK DEVELOPERS Bid No.: 03-16/17

Owner:	PUSD (PASADENA USD)
Contact:	GEORGE KUITER - OWNER REP
Phone number:	818-266-5332
Value of Contract:	\$10,500,000 Description of Work:
WASHINGTON MS NEW GYMNASIUM BLDG & PLAYFIELDS CONSTRUCTION, WITH LANDSCAPING & SITEWORK	

Owner:	PUSD (PASADENA USD)
Contact:	KRIS ZAZIRSKY - OWNER REP
Phone number:	661-373-7498
Value of Contract:	\$2650,000 Description of Work:
SIERRA MADRE E.S. NEW CLASSROOMS BLDG & PRE SCHOOL FACILITIES w LANDSCAPING & SITEWORK	

Owner:	GUSD (GLENDALE USD)
Contact:	TIM MAWHINNEY - OWNER REP
Phone number:	818-247-2450
Value of Contract:	\$2,150,000 Description of Work:
NEW LANDSCAPING/LANDSCAPING OF THE ENTIRE CAMPUS AREA w/ BASKETBALL COURTS & NEW RESTROOMS	

Owner:	NORANGE COUNTY COMM. COLLEGE DISTRICT
Contact:	CHRIS FILERA - FACILITIES MGR.
Phone number:	714-808-4896
Value of Contract:	\$5,200,000 Description of Work:
CONSTRUCTION OF THE NEW AQUATIC CENTER (COMPETITION POOL & BOAT BLDG), TENNIS COURTS, LANDSCAPING/PARKING LOT	

Owner:	GUSD (GLENDALE USD)
Contact:	PATRICK KENNEDY
Phone number:	(360) 667-5209
Value of Contract:	\$6,000,000 Description of Work:
MODERNIZATION PROJECT OF THE ENTIRE SCHOOL ADMIN ANNEX, INTERIM HOUSING, LANDSCAPING, SITEWORK	

03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings  
 This form must be completed and submitted with your bid package.

**0200.7 CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Pasadena Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: 5/18/2017

SHENIC DEVELOPERS  
CONTRACTOR

By: [Signature]  
Signature

**03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings**  
This form must be completed and submitted with your bid package.

**0200.8 CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Pasadena Unified School District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: 5/18/2017 SHENK DEVELOPERS  
CONTRACTOR  
By: V. Magrath  
Signature

**03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings**  
This form must be completed and submitted with your bid package.

**0200.9 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**  
**CONTRACTOR CLOSE-OUT STATEMENT**

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Project Name: NORMA COOMBS ES - NEW CLASSROOM & ADMINISTRATION BUILDINGS

Bid No.: 03 - 16/17

DSA No.: 03 - 115298

Name	Address/Phone	Category of Work*	\$ Amount of Contract

\* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. \_\_\_\_\_ equaled \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which represents approximately \_\_\_\_\_ percent (\_\_\_\_%) of the total Contract price including change orders for the Project.

Company: SHENK DEVELOPERS

Name: VAHAK MACHAKIAN

Title: MANAGING DIRECTOR

Signature: *V. Machakian*

Date: 5/18/2017

03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings

**0200.10 CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

SHENK DEVELOPERS certifies that it has performed one of the following:  
[Name of contractor/consultant]

- Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Pasadena Unified School District, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

- 1. The installation of a physical barrier at the worksite to limit contact with pupils.
- 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date MAY 18, 2017

SHENK DEVELOPERS  
[Name of Contractor/Consultant]

V. Maghakian  
By its: MANAGING DIRECTOR  
VAHAK MAGHAKIAN

**03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings**

**ATTACHMENT A:**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

HRATCH VORPBIAN  
VANAK MAHAKIAN  
BERT KAPRIELIAN

**03-16/17 - Norma Coombs ES-New Classroom & Administration Buildings**

California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters or credit, or any other security mutually agreed to by the Contractor and the District.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The escrow agreement used for the purposes of this Section 6e shall be substantially similar to the form set forth in California Public Contract Code Section 22300(f).

**7. TIME PERIOD FOR COMPLETION OF THE WORK**

The time period for completion of the Work shall be the number of consecutive calendar days stated in the General Contract and shall commence from the Starting Date. By executing the General Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. Any extension thereto shall be authorized under Change Order only in accordance with Sections 8, 9 and 10 below. Time is of the essence in the performance of the Contract.

IT IS AGREED BY THE CONTRACTOR AND THE DISTRICT THAT, IF THE PROJECT FAILS TO REACH SUBSTANTIAL COMPLETION WITHIN THE CONTRACT TIME PLUS ANY AUTHORIZED EXTENSIONS OF TIME HEREUNDER, THEN (a) AS COMPENSATION TO THE DISTRICT FOR THE LOSS OF THE BENEFICIAL USE OF THE PROJECT DURING THE PERIOD OF THE DELAY, THERE SHALL BE ASSESSED AGAINST CONTRACTOR AND ITS SURETY AS LIQUIDATED DAMAGES, BUT NOT AS A PENALTY, THE AMOUNT STATED IN THIS CONTRACT FOR EACH DAY THEREAFTER UNTIL THE DATE THAT PHYSICAL COMPLETION OF THE WORK AND THE PROJECT HAS REACHED SUBSTANTIAL COMPLETION. IT IS HEREBY AGREED BY THE CONTRACTOR AND THE DISTRICT THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGE TO THE DISTRICT SHOULD THE ENTIRE WORK AND PROJECT NOT BE COMPLETED WITHIN THE TIME PERIOD SPECIFIED PLUS ANY AUTHORIZED EXTENSIONS OF TIME HEREUNDER AND THE DISTRICT BE DEPRIVED OF THE BENEFICIAL OCCUPANCY OF THE PROJECT AS A RESULT THEREOF. THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION 7 REPRESENT THE PARTIES' REASONABLE ESTIMATE OF THE DAMAGES THAT THE DISTRICT WILL INCUR IF ITS BENEFICIAL USE OF THE PROJECT IS DELAYED BEYOND THE EXPIRATION OF THE CONTRACT TIME AND SUCH LIQUIDATED DAMAGES DO NOT CONSTITUTE A PENALTY. THE PAYMENT OF THE AMOUNTS DESCRIBED IN THIS SECTION 7 AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE DISTRICT PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

CONTRACTOR'S INITIALS: \_\_\_\_\_



DISTRICT'S INITIALS: \_\_\_\_\_

The District may deduct liquidated damages described in this Section 7 from any unpaid amounts then or thereafter due the Contractor under this Agreement in accordance with Section 6d hereof. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the District at the demand of the District, together with interest thereon from the date of

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

**Topic:** APPROVAL OF CMAS PROPOSAL PREPARED BY GARLAND COMPANY, INC. FOR ROOFING MATERIAL FOR THE BLAIR HIGH SCHOOL MODERNIZATION PROJECT

**RECOMMENDATION:** The Board of Education approves a CMAS (California Multiple Award Schedule – Contract #4-01-56-0006A, Supplement No. 4) proposal prepared by the Garland Company, Inc. for roofing material (only) for Blair High School Modernization Project in the amount of \$242,064.04.

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

**I. BACKGROUND**

Pinner Construction is currently under contract with the District to perform construction scope of work for the Blair High School Modernization project (Bid No. 02-16/17). Roofing material for the project was not included in the Pinner Construction bid; the roofing material is to be provided by the District with installation by Pinner Construction. This is done to provide for competitive pricing of the roofing material via the CMAS (California Multiple Award Schedule – Contract #4-01-56-0006A, Supplement No. 4) bid process.

**II. STAFF ANALYSIS**

Staff recommends the approval of the Garland Company proposal under the CMAS contract mentioned above, in the amount of \$242,064.00 in the purchase of roofing material for the Blair High School Modernization project.

The Facilities Committee vetted this Board Report on June 22, 2017.

**Attachments:** Garland Company, Inc. Proposal for Blair Modernization Project  
CMAS Contract # 4-01-56-0006A

**III. FISCAL IMPACT**

Funds in the amount of \$242,064.04 (not to exceed) are available in the Measure TT account. This was originally part of the project budget. The CMAS process saved the district some funds as opposed to having the general contractor include this in their original project bid cost estimate.

**Pasadena Unified School District**  
**Board of Education Agenda: June 22, 2017**  
**Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

**Funding code: 21.1-95056.0-00000-85000-6270-0800000**

Originator: Nelson Cayabyab, Chief Facilities Officer



# THE GARLAND COMPANY, INC.

## HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197  
PHONE: (216) 641-7500 • FAX: (216) 641-0633  
NATIONWIDE: 1-800-321-9336

Sean Magee  
Mobile: 310 420 0713  
Fax 562 597 6468  
smagee@garlandind.com

From: Sean Magee  
Date: May 2017

Re: Pasadena USD CMAS PO FOR Blair High School

CMAS Material Order

Request for Purchase Order #

Ship to Pasadena USD: Blair High School 1135 South Euclid Ave Pasadena CA 91106

**The following material is in accordance with the terms and conditions of CMAS contract #4-01-56-0006A, Supplement #4 and GSA Schedule #GS-07F-0130K.**

<u>Product</u>	<u>Quantity</u>	<u>CMAS Contract Line Number</u>	<u>CMAS Price</u>	<u>Total Extended</u>
All Knight Primer	48	Ln.292	\$324.72	\$15,586.56
StressPly E	30	Ln. 28	\$282.15	\$8464.50
StressBase 80	317	Ln. 224	\$194.04	\$61,510.68
StressPly Plus FR Mineral	635	Ln. 23	\$202.95	\$128,873.25
Green-Lock Flashing Adhesive	10	Ln. 258	\$258.39	\$2583.90
			Total Material	\$217,018.89
			Tax 8.75	\$18,989.15
			Freight Est.	\$6056
			Grand Total	\$242,064.04

Please issue PO with reference to Garland CMAS Contract number 4-01-56-0006A. Should you have any additional questions please contact me or Garland Customer Service at 800 762 8225.

Sincerely,  
Colonel Sean Magee

April 23, 2015

Mr. Chuck Ripepi  
The Garland Company, Inc.  
3800 E 91<sup>st</sup> Street  
Cleveland, OH. 44105

**Subject: RENEWAL of The Garland Company, Inc.'s California Multiple Award Schedule (CMAS)**

**CMAS Contract No.:** 4-01-56-0006A, SUPPLEMENT NO. 4  
**CMAS Contract Term:** April 23, 2015 through April 30, 2020  
**Base GSA Schedule No.:** GS-07F-0130K

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) contract for the term identified above. The contract has been awarded the same contract number as the original CMAS contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: 1) this acceptance letter, 2) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), 3) CMAS terms and conditions, 4) Federal GSA terms and conditions, and 5) product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at [www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx](http://www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx), then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

**THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q2-2015 (APR-JUN)**  
**DUE BY JULY 15, 2015.**

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4408. Thank you for your continued cooperation and support of the CMAS Program.

  
YOLANDA TUTT, Program Analyst  
California Multiple Award Schedules Unit

State of California  
**MULTIPLE AWARD SCHEDULE**  
**The Garland Company, Inc.**

CONTRACT NUMBER:	<b>4-01-56-0006A</b>
SUPPLEMENT NO.:	4
CMAS CONTRACT TERM:	4/23/2015 through 4/30/2020
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-0130K
BASE SCHEDULE HOLDER:	The Garland Company, Inc.

This contract provides for the purchase and warranty of roofing and flooring materials. (See page 2 for restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 4-30-20. In addition, this supplement replaces in its entirety The Garland Company, Inc's existing California Multiple Award Schedule (CMAS) that expires on 4-30-15. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010 products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Effective Date: **4/23/2015**  
YOLANDA TUTT, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

**CMAS PRODUCT & SERVICE CODES**

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Construction Flooring-Epoxy  
Construction Roofing-Material

**AVAILABLE PRODUCTS AND/OR SERVICES**

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov).

**EXCLUDED PRODUCTS AND/OR SERVICES**

Installation services, and public works service with a requirement for State contractor licensing are not available under this contract.

**CMAS BASE CONTRACT**

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-07F-0130K (The Garland Company, Inc.) with a GSA term of 1/20/2015 through 1/19/2020. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be mailed to the following address, or faxed to (216) 883-2055:

The Garland Company, Inc.  
3800 E 91<sup>st</sup> Street  
Cleveland, OH 44105  
Attn: Steve Rojek

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (216) 430-3613  
E-mail: [srojek@garlandind.com](mailto:srojek@garlandind.com)

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at [www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](http://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml).

The Board of Equalization's list is available at [www.boe.ca.gov/cgi-bin/deliq.cgi](http://www.boe.ca.gov/cgi-bin/deliq.cgi).

**CALIFORNIA SELLER'S PERMIT**

The Garland Company, Inc.'s California Seller's Permit No. is 30651030. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov).

**CONTRACT PRICES**

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

**DARFUR CONTRACTING ACT**

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at [www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf).

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

**DELIVERY**

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) must follow the instructions below for shipping charges exceeding \$50.

All shipments will be made by ground transportation unless otherwise ordered on the Std. 65.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the Contract/Delegation Purchase Order (Std. 65) in the format shown below.

**Shipping Instructions:**

Supplier route via: \_\_\_\_\_  
Carrier's telephone number: \_\_\_\_\_

Annotate bill(s) of lading as follows:

"Freight for account of State of California. Tender Number: \_\_\_\_\_ applies. State of California Purchase Order Number: \_\_\_\_\_ SHIP FREIGHT COLLECT." Estimated Freight charges: \_\_\_\_\_

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

*The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).*

**Shipping Instructions:**

Supplier route via United Parcel Service (ground).  
State of California, Department of \_\_\_\_\_ of \_\_\_\_\_  
UPS account number applies.  
State of California Purchase Order Number \_\_\_\_\_  
SHIP COLLECT. Estimated UPS charges: \_\_\_\_\_

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

**Contractor Note:** Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the contractor.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**HOW TO USE CMAS CONTRACTS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this contract is \$100.00

**ORDERING PROCEDURES**

**1. Order Form**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

<http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx>

**2. Purchase Orders**

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services  
Procurement Division, Data Management Unit  
PO Box 989052, MS #2-203  
West Sacramento, CA 95798-9052  
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

**3. Service and Delivery after Contract Expiration**

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

**4. Multiple Contracts on STD. 65 Order Form**

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

**5. Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

**CONTRACTOR OWNERSHIP INFORMATION**

The Garland Company, Inc. is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners: [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx) then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: <http://www.dgs.ca.gov/ofs/Pricebook.aspx>

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**SPECIAL MANUFACTURED GOODS**

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**UPDATES AND/OR CHANGES**

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

**SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

**STATEWIDE PROCUREMENT REQUIREMENTS**

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

**ETHNICITY/RACE/GENDER REPORTING  
REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this contract are 1.5%-10 days; net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Std. 204)**

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:  
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

**Orders from Local Government Agencies:**

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**4. Contractor Invoices**

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

**6. Credit Card**

The Garland Company, Inc. accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

**7. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

**8. Leasing**

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is [www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx](http://www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx). Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov) for further information.

**9. Maintenance Tax**

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the taxed consumables for State accounting purposes.

**CONTRACTOR QUARTERLY REPORT PROCESS**

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services  
Procurement Division – CMAS Unit  
Attention: Quarterly Report Processing  
PO Box 989052, MS #2-202  
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663  
CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), and then select "For Suppliers/Contractors".

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS**

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4**

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**AGENCY RESPONSIBILITY**

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

**FEDERAL DEBARMENT**

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 202  
West Sacramento, CA 95605-2811

Phone # (916) 375-4363  
Fax # (916) 375-4663

## ATTACHMENT A

### ADA NOTICE

Procurement Division (State Department of General Services)  
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891  
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379  
TTY: 1-800-735-2929 or 1-888-877-5378  
Speech-to-Speech: 1-800-854-7784

## ATTACHMENT B

### CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: \_\_\_\_\_

Reporting Calendar Year: \_\_\_\_\_

Revision

Contract Number: \_\_\_\_\_

Reporting Quarter: Q1 (Jan-Mar)

For Questions Regarding This Report Contact:

Q2 (Apr-Jun)

Name: \_\_\_\_\_

Q3 (Jul-Sep)

Phone Number: \_\_\_\_\_

Q4 (Oct-Dec)

E-mail: \_\_\_\_\_

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES							
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ \_\_\_\_\_

LOCAL GOVERNMENT AGENCY PURCHASES							
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number	

Total Local Government Agency Dollars for Quarter: \$ \_\_\_\_\_ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ \_\_\_\_\_

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ \_\_\_\_\_

# ATTACHMENT B

## CMAS QUARTERLY BUSINESS ACTIVITY REPORT

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### Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

**Notes:**

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
  - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - b) **"Buyer"** means the State's authorized Contracting official.
  - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
  - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
  - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
  - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
  - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
  - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
 

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
  - a) these General Provisions – Non-IT Commodities;
  - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
  - c) federal GSA (or other multiple award) terms and conditions;

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
GENERAL PROVISIONS - NON-IT COMMODITIES**

- d) Statement of Work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.

**12. PACKING AND SHIPMENT:**

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
  - i) show the number of the container and the total number of containers in the shipment; and
  - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

**13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

**14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.

**15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any

payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

**16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

**17. INSPECTION, ACCEPTANCE AND REJECTION:**

- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

**18. SAMPLES:**

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

**19. CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.
- 20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 21. INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
- 22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
- 23. TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- i) Stop work as specified in the Notice of Termination.
  - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
  - iii) Terminate all subContracts to the extent they relate to the work terminated.
  - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.
- 24. TERMINATION FOR DEFAULT:**
- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
  - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
  - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
- i) Completed Goods, and
  - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**25. FORCE MAJEURE:**

Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or Contractual capacity.

If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

**26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

**27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or

installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

**28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

**29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

**30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

**32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

**33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

**34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

**35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

**36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
- b) Contractor may be required to furnish a bond to the State, against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
  - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
  - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
  - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
  - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
  - iii) The modification by the State of the equipment furnished hereunder or of the software; or
  - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

**37. EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

**38. DISPUTES:**

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

### 39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
42. **NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.
43. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
44. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- i) the assignee has not been injured thereby, or
  - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i) the dangers of drug abuse in the workplace;
    - ii) the person's or organization's policy of maintaining a drug-free workplace;
    - iii) any available counseling, rehabilitation and employee assistance programs; and,
    - iv) penalties that may be imposed upon employees for drug abuse violations.
  - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
    - i) will receive a copy of the company's drug-free policy statement; and,
    - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 47. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

**53. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

**54. DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

**55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract;

(2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and

(5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**56. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

**ADDITIONAL CMAS TERMS AND CONDITIONS**

**57. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:**

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

**58. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**

a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.

b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

c) The Contractor hereby certifies by signing this Contract that:

i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.

ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.

d) Laws to be Observed

i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

ii) Worker's Compensation Insurance

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

**59. CMAS -- TERMINATION OF CMAS CONTRACT:**

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**60. CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

**61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

**63. CMAS -- CONFLICT OF INTEREST:**

- a) Current State Employees (Public Contract Code Section 10410):
  - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
  - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
  - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
  - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

**64. CMAS -- SUBCONTRACTING REQUIREMENTS:**

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

**65. CMAS -- RENTAL AGREEMENTS:**

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

securing the faithful performance of the Contract by the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**  
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:**  
In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract

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

**Topic:** APPROVAL OF SCHNEIDER ELECTRIC TO PERFORM ENERGY SYSTEM UPGRADES FOR ELIOT MIDDLE SCHOOL MAXIMIZING PROP 39 FUNDING.

**RECOMMENDATION:** The Board of Education Approve Schneider Electric to perform energy system upgrades at Elliot Middle School maximizing prop 39 funds.

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

**I. BACKGROUND**

On January 26, 2016, Pasadena Unified School District released a Request for Qualifications (RFQ) and selected Schneider Electric as one of two (initially three and two remain) energy services partners to help the District enhance the learning environment, increase efficiencies, and upgrade antiquated equipment. Additionally, PUSD tasked Schneider Electric to maximize the District's Proposition 39 (Clean Energy Jobs Act) funding. Prop 39 funding is available for eligible projects that improve energy efficiency and expand clean energy generation in schools. In order to receive funding, school districts must submit an Energy Expenditure Plan (EEP) to the California Energy Commission (CEC) for approval. Schneider Electric submitted the District's Prop 39 EEP on May 23, 2017 and is currently awaiting approval.

Schneider Electric evaluated Eliot Arts Magnet Academy School's energy-consuming systems in terms of age, condition, and performance. Based on this evaluation and direction from Pasadena USD, the following measures were developed:

- Chiller Replacement
- Fan Coil Valve Replacement
- Building Automation System Upgrade
- Exterior LED Fixture Upgrades
- Utility Meters with Energy Dashboard
- Bert Plug Load Management

**II. STAFF ANALYSIS**

District staff recommends approving the Schneider Electric to perform energy conservation measures. The total contract proposal is \$1,490,254 in which amount not to exceed \$796,609 will be paid through Measure TT funds and the remainder in the amount of \$693,645 from Prop 39 funding.

The Facilities Committee vetted this board report on June 22, 2017.

**Attachment:** Eliot Middle School Prop 39 Energy Service Contract

**III. FISCAL IMPACT**

Funds in the total project amount not to exceed of \$796,609.00 are available in the Measure TT Account for the Eliot Middle School project.

**Pasadena Unified School District**  
**Board of Education Agenda:** *June 22, 2017*  
**Prepared by:** *Nelson M. Cayabyab, Chief Facilities*  
Officer

**Funding Code:** 21.1-950150-00000-55000-6285-0700000

Originator: Nelson M. Cayabyab, Chief Facilities Officer



# ENERGY SERVICES CONTRACT

This is an energy services contract (Contract”) by and between Schneider Electric Buildings Americas, Inc., a Delaware corporation (“ESCO”) and Pasadena Unified School District, a public school district organized and existing under the laws of the State of California (“Customer”), dated June 22, 2017 (the “Date of Commencement”) whereby ESCO agrees to provide and perform the energy conservation measures (“ECMs”) set forth in the attached schedules and exhibit(s) which are listed below and incorporated fully herein, subject to the terms and conditions set forth herein. The initial contract, "Investment Grade Audit Agreement" was approved by the Customer's governing board on November 17, 2017.

- Schedule A: Scope of Work**
- Schedule B: Projected Savings**
- Schedule C: Methodology and Baseline**
- Schedule D: Cost Breakout**
- Form 1: CERTIFICATION REGARDING CONTRACTOR REGISTRATION**

<b>Pasadena Unified School District</b>	<b>Schneider Electric Buildings Americas, Inc.</b>
By _____ (Signature)	By _____ (Signature)
Print Name _____	Print Name _____
Title _____	Title _____

## RECITALS

- A. Customer and ESCO entered into that Investment Grade Audit Agreement approved by the Customer's governing board on November 17, 2017, under which ESCO assessed the amount of energy Customer uses and identified ways to reduce energy use and costs in its facilities. The terms and conditions of the Investment Grade Audit Agreement are incorporated herein.
- B. ESCO and Customer desire to enter into this Contract under the terms and conditions contained herein, including compliance with Proposition 39 funding requirements, to carry out the energy efficiency projects contemplated in the Investment Grade Audit Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Contract, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

## DEFINITIONS

- 1. “Actual Savings” is defined as the sum of the total savings realized using the procedures defined in Schedule C plus all adjustments.

2. "Annual Projected Savings" is the amount of energy savings projected by ESCO for a twelve (12) month period beginning on the Projected Savings Commencement Date and any subsequent twelve (12) month anniversary thereafter.
3. "Audit Agreement" refers to Investment Grade Audit Agreement entered into on November 17, 2017 between the Customer and ESCO.
4. "Change Order" is defined as a written change in the Project executed by both parties.
5. "Contract Documents" consist of this Contract with the terms and conditions set forth herein, the Schedules identified above, other documents listed in the Contract and any mutually agreed upon written modification issued after execution of this Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complementary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
6. "Date of Commencement" is the date provided on the first page of this contract.
7. "Day" as used herein shall mean calendar day unless otherwise specifically designated.
8. "Energy Audit" refers to the Investment Grade Audit conducted by ESCO, which used a combination of methodology, including an energy survey and energy analysis to meet Proposition 39 guidelines.
9. "Excess Savings" is the amount of Actual Savings in excess of the Projected Savings to date, including any savings achieved during construction.
10. "Plan" refers to the Customer's energy efficiency plan submitted for approval by the California Energy Commission in order to secure funding under Proposition 39.
11. "Projected Savings" is the sum of the projected annual savings for each year of the term as set forth in Schedule B unless terminated earlier in accordance with the Contract Documents.
12. "Projected Savings Commencement Date" means the first day of the first utility billing period following the month in which ESCO delivers to Customer the project warranty letter, which designates when the project goes into the warranty period.
13. "Project" refers to Work, as set forth in Schedule A: Scope of Work, done on Customer's facilities.
14. "Proposition 39" means Proposition 39 (California Clean Energy Employment Act) and California Public Resource Code sections 26200 *et seq.*, including supporting Guidelines approved December, 2013, and most recently amended July 2016.
15. "Substantial Completion" refers to and shall mean the date the individual scopes of work are sufficiently implemented in accordance with the Contract Documents that Customer may utilize the Project for the use for which it is intended, and is fully complete except for minor items, adjustments and/or corrections.
16. "Warranty Period" is as defined in Article 4.3.
17. "Work" means the services required by the Contract Documents, and includes all labor, materials, equipment and services provided or to be provided by ESCO to fulfill ESCO'S obligations. The Work may constitute the whole or a part of the Project.

# TERMS AND CONDITIONS OF CONTRACT

## ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within 365 days from Date of Commencement (the “Contract Time”), subject to adjustments of this Contract Time as provided in the Contract Documents.

## ARTICLE 2 – CONTRACT SUM AND PAYMENTS

2.1 The total of all Contract payments for the Work shall be **\$1,490,254** (the “Contract Sum”), which is comprised of \$693,645 of Proposition 39 funding and \$796,609 of Measure TT funding. Construction progress payments (“Progress Payments”) shall be made to ESCO monthly based on the percentage completion of items delineated on a “Schedule of Values” completed during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer subject to Customer’s approval at the beginning of Project implementation. The Schedule of Values will be based upon the Contract Sum less the project mobilization payment.

2.2 ESCO shall submit “Payment Request Forms” and supporting documentation to Customer and Progress Payments shall be made to ESCO on a monthly basis during construction. Customer shall promptly forward payment to ESCO in an amount equal to the value of services rendered since the last interim payment as shown on the Schedule of Values provided during installation. Customer’s Progress Payments shall be subject to retention withheld equal to ten percent (10%) of each Progress Payment (“Retention”). Retention withheld by the Customer shall be disbursed to ESCO as part of the Final Payment due to ESCO.

2.3 If any payment to ESCO is late due to late funding from Proposition 39 funds, Customer shall not be subject to a late penalty. If any payment is over sixty (60) days late from the date the District receives the invoice and the delay is not attributable to the delay in availability of Proposition 39 funds, Customer shall pay to ESCO a 1% late penalty per month and ESCO reserves the right to terminate this Contract due to non-payment upon seven (7) days prior written notice to Customer. Customer shall not be subject to any late payment penalty for an invoice if the District has a good faith dispute about the invoice, including amount charged, or the services rendered.

2.4 Within ten (10) days of Commencement, Customer shall make payment to ESCO for expenses incurred to date in the amount of \$34,357, the amount stated in the Investment Grade Audit Contract and a 10% Project Mobilization payment. Remaining Project costs and invoicing will be in accordance with Article 2.

2.5 Payments may be withheld or reduced on account of (1) Defective Work (as defined in Article 3.2) not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the “Subcontractor(s)” or for labor, materials or equipment, (4) repeated failure to carry out the Work in accordance with the Contract Documents, or (5) rejection of all or a portion of the Plan by the California Energy Commission (“CEC”).

2.6 Final Payment shall not become due until: (1) 30 days after acceptance by the Board and filing of the Notice of Completion with the County Recorder’s Office; and (2) ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

2.7 The making of Final Payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are

unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

### **ARTICLE 3 – CUSTOMER**

3.1 Except for permits and fees, which are the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in facilities. In the event that any of the Work requires DSA approval, ESCO will be responsible for submission of applications.

3.2 If within the Warranty Period, ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents (“Defective Work”) or repeatedly fails to carry out the Work in accordance with the Contract Documents, and if ESCO does not correct or diligently commence to correct such failure within the notice period provided in this section 3.2, Customer, upon seven (7) days prior written notice to ESCO, may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 Customer agrees to repair or replace as necessary any defective existing equipment that is intended to be reused.

3.4 Information under Customer’s control shall be furnished by Customer with reasonable promptness as requested by ESCO.

3.5 Customer shall notify ESCO in writing of any or all uses or restrictions in usage of all areas of Customer’s facility.

3.6 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents.

3.7 Contractor acknowledges that this Contract, once fully executed and approved by the Customer’s Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act), excluding material that is marked as “proprietary.” Customer shall use reasonable efforts to prevent or limit disclosure of proprietary or confidential information.

### **ARTICLE 4 – ESCO**

4.1 ESCO shall supervise and direct the Work, using ESCO’s skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. ESCO shall comply with the submission and reporting requirements of Proposition 39 and Proposition 39 Guidelines. ESCO shall maintain accurate records of the Project and shall make those records available for inspection by Customer and other appropriate agencies, during regular business hours and upon reasonable notice to ESCO.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 ESCO warrants to Customer for a period of one (1) year from the date of Substantial Completion that the materials and equipment manufactured by ESCO will be of good quality and new unless the

Contract Documents require or permit otherwise, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO'S warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or for ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER. ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

4.4 Unless otherwise provided in the Contract Documents, ESCO shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits, licenses and inspections necessary for proper execution and completion of the Work.

4.5 ESCO shall comply with and give notices, required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work, including but not limited to data and reports to CEC required under Proposition 39.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees, shall defend suits or claims for infringement or patent rights, and shall hold Customer harmless from loss on account thereof.

4.9 Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the contract price for the specific product, equipment, material or service work performed that gives rise to the claim, excluding third party claims for personal injury, death or property damage or as may be required by law.

## **ARTICLE 5 – DISPUTE RESOLUTION**

5.1 To the extent allowed by applicable law, any controversy or claim arising out of or relating to this Contract, or Contract Documents, or any breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5.2 The arbitration proceeding location shall be in the county in which the Project is located.

## **ARTICLE 6 – SUBCONTRACTS**

6.1 A Subcontractor is a person or entity who has been hired by ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements, ESCO shall, prior to the start of Work, furnish in writing to Customer the names, licenses, addresses and contact information of the Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer, and (2) to allow the Subcontractor the benefit of all rights, remedies and redress afforded to ESCO by these Contract Documents.

6.3 ESCO shall select its Subcontractors by a competitive process of its own choosing, which may include evaluation by the "best value" criteria defined in the Public Contract Code Section 20133(c)(1) as a value determined by objective criteria related to price, features, functions, and life-cycles costs.

## **ARTICLE 7 – CHANGES IN THE WORK**

7.1 Customer may request changes in Work consisting of additions, deletions or modifications, whereby, the Contract Sum and Contract Time shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 Notwithstanding anything to the contrary contained in the Contract Documents, changes to the Contract Sum and Contract Time shall be changed only by Change Order.

7.3 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

7.4 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason other than suspension or delay due to the acts and/or omissions of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption and the Contract Sum shall be equitably adjusted to recover ESCO'S costs of demobilization, delay and remobilization related to such suspension or delay. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent and efforts commercially reasonable. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate this Contract and recover from Customer payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination and damages.

## **ARTICLE 8 – TIME**

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Article 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, which are beyond the control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S Work to cover such delay.

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Payments may be withheld on account of (1) Defective Work not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, (4) repeated failure to carry out the Work in accordance with the Contract Documents, or (5) rejection of all or a portion of the Plan by the Energy Commission.

9.3 Upon Substantial Completion, ESCO will issue a certificate of Substantial Completion to Customer.

9.4 Final payment shall not become due until (1) 30 days after acceptance by the Board and filing of the Notice of Completion with the County Recorder's Office; and (2) ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

## **ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The scope of work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" includes, but is not limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any Hazardous Materials already located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer warrants and represents Customer has not received notice of any violation of the Hazardous Materials laws in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to this Contract.

10.4 Should ESCO become aware of or suspect the presence of Hazardous Materials beyond those to

be addressed in Schedule A during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for abatement, cleanup, or removal of the Hazardous Materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of Hazardous Materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Sum for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of Hazardous Materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

## **ARTICLE 11 – INSURANCE AND BONDS**

11.1 ESCO shall maintain adequate levels and types of insurance coverage appropriate to its business and profession and as may be required by applicable law and the Contract Documents. Such insurance shall be in companies authorized to do business in the jurisdiction in which the Project is located with an A.M. Best's rating of at least A- VII and as a minimum shall include Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles and Commercial General Liability covering public liability, property damage and completed operations with limits not less than \$2,000,000 per occurrence. Certificates of such insurance shall be provided to Customer prior to commencement of the Work.

11.2 Within ten (10) days following approval of the Contract, ESCO shall provide payment and performance bonds for 100% of the Contract Sum to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract.

## **ARTICLE 12 – TERMINATION OF THE CONTRACT**

12.1 If Customer (1) fails to make payments to ESCO for the Work as required in this Contract, through no fault of ESCO, or (2) fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer fourteen (14) business days to cure, terminate the Contract and recover from Customer payment for (i) all Work up to and including the date of termination completed in accordance with the Construction Documents and free from defects and (ii) for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead and profit and the costs ESCO actually incurs in cancelling subcontracts or supply contracts entered into up to and including the date of termination.

12.2 If ESCO breaches a material provision of this Contract, Customer, after delivery of written notice and providing ESCO fourteen (14) days to cure such breach, may make good such deficiencies or repairs or replacements itself at the expense of ESCO, who will either (i) have the cost of such deficiencies or repairs or replacements deducted from payment then or thereafter due ESCO or (ii), if no payments are due to ESCO, will pay the cost of such deficiencies or repairs or replacements to Customer upon demand. If Customer chooses not to make such repairs or replacements, it may terminate the

Contract.

12.3 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

12.4 If State funding of Proposition 39 projects for the Work is insufficient or is not appropriated for reasons not due to errors by ESCO, Customer may terminate this Contract upon seven (7) days' written notice to ESCO and pay ESCO for all Work completed in accordance with the Construction Documents and free from defects up to the date of termination, together with the costs ESCO actually incurs in cancelling subcontracts or supply contracts entered into with respect to the Work. ESCO shall make reasonable efforts to mitigate its costs.

## **ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS**

13.1 If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

13.2 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

13.3 This Contract shall be governed by the laws of the state where the Project is located.

13.4 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

13.5 ESCO agrees to complete and submit the following documents, as required by Customer upon receipt of a NOTICE TO PROCEED: Prevailing Wage Certification, Workers' Compensation Certification, Fingerprinting/Criminal Background Investigation Certification, Drug-Free Workplace / Tobacco-Free Environment Certification, Insurance Certificates and Endorsements.

13.6 This Contract, along with the Master Contract and Contract Documents, sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.

13.7 On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

13.8 To the extent Labor Code Section 1725.5 is applicable to the Contract, ESCO shall be responsible for ensuring that it and all subcontractors are currently and properly registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Prior to commencing the Work, ESCO must complete, execute, and submit to the District the "Certification Regarding Contractor Registration" form included in the Required Contract Forms. Notwithstanding anything to the contrary, if at any time during the performance of the Work, ESCO or any of its subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Contract and/or replace the ESCO or

subcontractor with an ESCO or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.

# SCHEDULE A: SCOPE OF WORK

ESCO acknowledges that all Work must qualify as an eligible project under Proposition 39; and that the Scope of Work may be amended to reflect changes in funding allocation and Customer's energy expenditure plan, upon mutual agreement of the Parties and a written amendment to this Contract related to any changes in scope, payment and duration. Prior to commencement of any Work, Customer shall review and approve the Project.

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform the following:

## Scope of Work

### ECM 1 – REPLACE EXTERIOR LIGHTING WITH LEDS

This scope will replace the following external fixtures with LED.

Building	EXISTING FIXTURE TYPE	Qty	Proposed Fixture	Qty
A	Architectural Post Top - Could Not Verify	4	Green Creative - 57938 - 45HID/830/277V/EX39	4
A	Architectural Wall Mount - Could Not Verify	3	Green Creative - 57938 - 45HID/830/277V/EX39	3
A	A Base Fixture w/ (1) 42w CFL	1	ALUMEN8 - E-CF 11 L40-LC-AC-U	1
A	ROUND 15" WALL PACK W/ (2) 32W 4-PIN CFL'S	15	D407-LED-20-40-UNV-W-O-BZ	15
A	Bollard w/ (1) 42w CFL	2	Sylvania LED13PAR30LN/DIM/830/NFL25 13Watt 3000K	2
A	WELL LIGHT W/ (1) 150 MH	22	Sylvania LED13PAR30LN/DIM/830/NFL25 13Watt 3000K	22
A	Canopy w/ (3) 26w 4 Pin CFL's	1	ALUMEN8 - E-CF 11 L40-LC-AC-U	1
A	SMALL WALL PACK W/ (2) 13W 2-PIN CFL'S	2	OLWP 11 PE BZ	2
A	6" EXTERIOR RECESSED CAN W/ (1) 42W CFL	6	27CDLA8/840/277V	6
A	MEDIUM WALL PACK W/ (1) 100W MH	1	Deco D402-LED-40-30-UNV-BZ	1
B	ROUND 15" WALL PACK W/ (2) 32W 4-PIN CFL'S	16	D407-LED-20-40-UNV-W-O-BZ	16
B	Canopy w/ (3) 26w 4 Pin CFL's	3	ALUMEN8 - E-CF 11 L40-LC-AC-U	3
B	SMALL WALL PACK W/ (2) 13W 2-PIN CFL'S	1	OLWP 11 PE BZ	1
B	POST TOP W/ 42W SCREW-IN CFL LAMP	3	Green Creative - 57938 - 45HID/830/277V/EX39	3
C & D	Canopy w/ (3) 26w 4 Pin CFL's	5	ALUMEN8 - E-CF 11 L40-LC-AC-U	5
C & D	ROUND 15" WALL PACK W/ (2) 32W 4-PIN CFL'S	7	D407-LED-20-40-UNV-W-O-BZ	7
C & D	EXTERIOR A-BASE W/ (2) 100W SCREW-IN INCADESCENT LAMPS	3	FFLED18 (2 heads)	3
E	ROUND 15" WALL PACK W/ (2) 32W 4-PIN CFL'S	3	D407-LED-20-40-UNV-W-O-BZ	3
E	Canopy w/ (3) 26w 4 Pin CFL's	2	ALUMEN8 - E-CF 11 L40-LC-AC-U	2
F	ROUND 15" WALL PACK W/ (2) 32W 4-PIN CFL'S	5	D407-LED-20-40-UNV-W-O-BZ	5
G	ROUND 15" WALL PACK W/ (2) 32W 4-PIN CFL'S	1	D407-LED-20-40-UNV-W-O-BZ	1
G	A Base Fixture w/ (1) 42w CFL	1	ALUMEN8 - E-CF 11 L40-LC-AC-U	1
J	Canopy w/ (3) 26w 4 Pin CFL's	12	ALUMEN8 - E-CF 11 L40-LC-AC-U	12
J	ROUND 15" WALL PACK W/ (2) 32W 4-PIN CFL'S	7	D407-LED-20-40-UNV-W-O-BZ	7
Site	POST TOP W/ 42W SCREW-IN CFL LAMP	7	Green Creative - 57938 - 45HID/830/277V/EX39	7

Lunch	1X4 EXTERIOR SURFACE WRAP W/ (2) 32W T8 FLUORESCENT LAMPS	2	Cree WS4-47L-40K-10V-FD-SSL	2
		135		135

**Lighting Exclusions and Clarifications:**

- Painting and patching
- As a 'replace-in-kind' project, DSA submission and approval are not required and no DSA related fees are included
- Scope assumes that the existing electrical wiring conductors, conduit, raceways, electrical grounding, circuit breakers, lighting luminaires, and controls, are in operable condition and in compliance with existing codes
- All circuitry is capable of being de-energized: no work will be performed on energized circuits
- ESCO will document and submit to the Customer any major components or wiring discovered to be in need of repair during installation. Any such repairs will be the responsibility of the Customer to remedy in a timely manner
- ESCO is not responsible for existing damage to affected areas. Both pre and post conditions will be documented
- Identification, testing, and abatement of hazardous material is not included

**ECM 2 – BUILDING AUTOMATION SYSTEM UPGRADE**

A new Schneider Electric SmartStruxure Building Automation System (BAS) is to be installed. The BAS will be controllable from the existing central workstation located on the customer’s WAN/LAN. The central workstation will provide continuous access to the system with a user-friendly graphical Windows interface. A web enabled interface will also be included to provide web access to the system for up to 10 simultaneous users. Control zones will be programmed for temperature setup and temperature setback. Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each control zone will be provided.

ESCO will provide site-specific on-site training for BAS operation. This includes, but is not limited to, system architecture, controller and override panel operation, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting. The training duration shall be a minimum of 8 hours.

Hot Water Plant – The hot water plant presently consists of two boilers with parallel constant volume 15HP hot water distribution pumps. The existing LCX800 controller shall be replaced with a new Schneider Electric DDC controller. The existing relays, sensors, and wiring shall be reused. A new 2-position isolation valve will be installed on each boiler, and VFDs will be installed on each hot water pump to allow for variable volume pumping. A hot water bypass valve will also be added to maintain minimum flow through the boilers.

Chilled Water Plant –The chilled water plant presently consists of two air-cooled chillers and three variable volume chilled water distribution pumps with existing VFDs. Chiller 2 shall be replaced as part of the mechanical scope of this project. The existing i2 controller(s) shall be replaced with new Schneider Electric DDC b3 controller(s). The existing enclosure, existing conduit, control wiring, relays, VFD’s and sensors will be reused. New current transducers will be installed on the power feeds for each chiller to measure chiller run load amps. Variable volume chilled water pumping will be implemented in the chilled water plant. A chilled water bypass valve will also be added to maintain minimum flow through the chillers.

Auditorium – The auditorium air handler consists of a variable volume supply fan, variable volume relief fan with full economizer, a dedicated chilled water system with air cooled chiller, and zoned hot water

reheat. This system is currently controlled by 2 Schneider Electric b3 controllers, communicating through a bCX controller. The b3920 controllers will remain, as well as all the current field devices and programming. The bCX will be removed, and the b3's will be wired to the BACnet communication port of the nearest Automation server to be installed as part of this project and integrated into the new SmartStruxure BAS.

Fan Coil Units – Buildings A, B, and E are served by 59 constant volume fan coil units with a chilled water coil, hot water coil, and a fixed minimum outside air damper. The existing TCX850 controllers will be replaced with new Schneider Electric b3 controllers. The existing panel, communication and I/O wiring, fan relay, supply temperature sensor, and room sensor will be reused. The existing floating point hot water valve and chilled water valve valves will be replaced with new proportional signal control valves. New current sensing relays will be installed for fan status.

Heating/Ventilation Units – The Gym building (Building B) is served by 5 constant volume units with supply fans, return fans, gas heating, and modulating economizer dampers. The existing TCX850 controllers will be replaced with new Schneider Electric b3 controllers. The existing panel, communication and I/O wiring, relays, supply temperature sensor, actuators, and room sensor will be reused.

Roof Top Units – Building J is served by 4 constant volume roof top units with supply fans, DX cooling, gas heating, and factory controlled economizer dampers. The existing TCX850 controllers will be replaced with new Schneider Electric b3 controllers. The existing panel, communication and input/output wiring, relays, supply temperature sensor, and room sensor will be reused. New current sensing relays will be installed for fan status.

Wall Packages Units – Buildings C and D are served by 6 constant wall packaged heat pump units with supply fans, DX cooling, and auxiliary heating currently controlled by conventional thermostats. The thermostats will be removed and new Schneider Electric controllers will be installed to control the units. New current sensing relays will be installed for fan status.

Exterior Lighting Control Throughout the school, 8 mechanical and electronic time clocks are used to schedule the exterior lights. These time clocks will be removed and replaced by relays to enable/disable the exterior lighting circuits from the new Schneider Electric BAS.

Utility Metering and BAS Dashboard New meters will be installed on the school's electric, water, and gas service and monitored by the BAS. New outside air temperature and humidity sensors will also be installed. A dashboard display monitor will be installed in the school lobby to display the campus metering and BAS information.

### **BAS Exclusions / Clarifications**

The following items are excluded from ESCO's scope of work:

- ESCO will not be responsible for any modification or extension of the existing WAN/LAN for execution of this project. ESCO will utilize only the owner's existing wired WAN/LAN infrastructure to accomplish the scope of work and will not utilize the owner's IEEE 802.11 wireless network for WAN/LAN connectivity. Specifically, ESCO will not employ IEEE 802.11 (Wi-Fi) thermostats in the execution of this project.
- Portable classrooms with unused or partially filled low voltage conduit connected to buildings with WAN/LAN connectivity will be incorporated into the system through the use of a field communications bus wherever possible. New conduit will be installed above ground between adjacent portable buildings where there is insufficient existing conduit to run the communications bus wiring. Where it is not feasible to run communication bus wiring through new or existing conduit to portable buildings, a wired or wireless gateway will be used. The wireless gateways will use ZigBee wireless communication protocol and will not interfere with or use the district Wi-Fi network. No new trenched/underground conduit will be necessary in the scope of work for this project.
- Asbestos abatement of any kind.
- Air flow testing and balancing on HVAC equipment will not be included as part of the controls work.

- Repair of existing HVAC and control equipment beyond the Scope of Work is excluded. ESCO will reuse existing equipment for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices need repair or replacement, this will be the responsibility of the customer. ESCO will create an EDR (equipment deficiency report) to give customer written notification if such equipment or devices are found.
- ESCO will not add or control any window units via the building automation system.
- ESCO will not control any self-contained units (units with integral control, not for remote control) via the building automation system.
- Exhaust fans controlled by occupancy sensors or local switches and exhaust fans that do not exhaust to the exterior of the building will not be integrated with the building automation system.
- ESCO is not responsible for existing safeties on equipment or any life safety equipment. If ESCO is to replace a starter with a VFD, ESCO will tie-in existing safety circuit into the VFD safety circuit. ESCO will not be responsible for the functionality of the existing safety devices. Pre and post testing of these smoke, fire, and life safety systems will be the responsibility of the customer and the sequence will be provided to ESCO.
- Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
- ESCO will only control equipment and/or devices shown in the Scope of Work, unless devices are not suitable for automated control. Equipment and devices not in the Scope of Work are excluded.
- If equipment/devices controlled by the existing BAS are not in the Scope of Work, ESCO is not responsible for their functionality.
- Conduit will only be used from controller panels to the lower of a finished ceiling or 8' for all low voltage wiring, and shall be in compliance with local codes and authorities having jurisdiction.
- ESCO will make the final decision for controller selection, point configurations, and end devices selection based on current standards and engineering practices of ESCO.
- ESCO will not be responsible for controlling the HVAC equipment located in buildings without WAN/LAN network communication. Owner is responsible for providing wired WAN/LAN access for the BAS in all necessary facilities per the scope of work. These buildings are excluded from the scope of work should WAN/LAN connectivity not be provided.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
- Matching of paint color or ceiling tile color and pattern shall be limited by current commercial availability. Variations in replacement paint color and ceiling tile color due to age, wear, and dirt shall be minimized where possible. Similar or complementary tiles shall be provided where exact matches are not available. Custom paint colors and custom tiles are excluded.
- Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc. due to the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat) will be performed by the owner. Where existing sensors/thermostats are not compliant with local code or ADA 2010 requirements, the new sensors/thermostats will be lowered accordingly. In these instances, blank cover plates and/or wire mold may be used to facilitate the installation of these sensors in a location other than the original.
- Unless specified in the controls scope or in the mechanical scope, the repair or replacement of non-functional actuators, dampers, and valves are the responsibility of the owner.
- Demolition of the existing BAS will be performed as needed to implement the new DDC system (reuse of enclosures, wire, and end devices will be determined by ESCO), the total demolition will be the responsibility of the owner, unless otherwise stated.

### **ECM 3 – CHILLER REPLACEMENT**

Eliot Arts Magnet Academy is currently served by two air-cooled chillers, one with magnetic bearing compressors and one with standard compressors. This project will replace chiller #1 with a new, magnetic bearing air cooled chiller to serve existing loads. New chiller shall be furnished and installed in existing location, making fence and pad modifications as required by code and manufacturer specifications. Scope shall include additional piping, fittings and insulation required to reconnect to existing chilled water loop and to reconfigure chilled water system to include a bypass between the supply and return headers.

Scope shall also include new accessories: two PT ports, two thermal wells, thread-o-let, two manual shut-off butterfly valves and any other accessories required for a complete installation. As part of installation, chilled water system shall be drained and refilled as required. New chiller shall be tested and balanced upon completion.

**ECM 4 – VARIABLE FLOW HOT WATER AND CHILLED WATER PLANT CONVERSION**

This scope of work will include installation of two DDC-actuated 6” CHW isolation valves and one DDC-actuated 3” CHW bypass valve at the existing chilled water plant (refer to ECM 3 above).

This scope of work will also replace existing 2-way, DDC-actuated chilled and hot water valves for 69 fan coil units: 138 valves in total. New valves shall be installed in existing locations, connected to existing hydronic piping. Any insulation damaged during installation shall be repaired or replaced. Water shall be drained and refilled as required.

Finally, this scope of work will install hot water isolation valves for two existing boilers and VFDs for three existing hot water pumps. Scope of work includes additional piping, fittings and insulation required to reconfigure hot water system to include a bypass between the supply and return headers. Scope of work shall also include installation of two DDC-actuated, 5” hot water isolation valves and one DDC-actuated 4” hot water bypass valve. Any hot water piping insulation damaged as part of installation shall be repaired or replaced. Hot water shall be drained and refilled as required.

**ECM 5 – PLUG LOAD MANAGEMENT**

This scope will install Bert plug load management outlets on the devices listed below. Each Bert plug will be configured with a unique MAC address and labeled with the end device intended to be controlled. Software will be provided to interface with the associated devices.

End Device	# of Bert Plugs
Projector	17
Mini-Fridge	4
Chrg Cart	8
	29

**ECM 6 – FACTORY TRAINING (ADVANCED COMMUNICATIONS TROUBLESHOOTING)**

This scope provides enrollment in the Schneider Electric factory training class, Advanced BACnet Communications. This is a 20-hour course taught in the Schneider Electric learning center located in Carrollton, TX. This course is designed for individuals that already have a strong grasp of general troubleshooting and of BACnet. It will focus on performing communication troubleshooting for systems that use BACnet/IP and BACnet MS/TP over RS-485. The class’s interactive format will guide students through the process of using hardware and software tools to record, analyze, and diagnose both logical and electrical networking issues. Upon completion of this course, students should be comfortable with BACnet protocol analysis and oscilloscope based RS-485 waveform analysis. Travel expenses are excluded.

**GENERAL SCOPE EXCLUSIONS:**

- Night/holiday work unless otherwise specified in the Scope of Work.
- Additional labor cost due to restriction of allowable work hours.
- Costs incurred due to lack of access to required areas or due to access to storage areas to which

materials are to be delivered.

- Costs of providing access, access control, or security escorts not specified in the Scope of Work.
- Hazardous materials testing and abatement not specified in the Scope of Work.
- Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
- Testing, adjusting, and balancing of existing systems not identified in these documents as included in the Scope of Work.
- Commissioning of existing systems not identified in these documents as included in the Scope of Work.
- Upgrading existing mechanical systems to provide ventilation rates in compliance with current Codes and Standards unless indicated herein to be included.
- Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
- Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area.
- Waste disposal other than that required to accomplish the Scope of Work.
- Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.
- The cost for utilities including natural or propane gas, fuel oil, electricity, potable or nonpotable water during the construction period.
- The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period.
- Cost escalation of materials as a result of a delay in the construction schedule caused by Customer action or inaction.
- Fees for third party engineers acting as Customer's agent.
- Water treatment equipment not specified in the Scope of Work.
- Structural modifications not specified in the Scope of Work.
- Building envelope modifications not specified in the Scope of Work.
- Replacement of ductwork and diffusers not specified in the Scope of Work.
- Replacement of piping not specified in the Scope of Work.
- Ductwork and piping insulation not specified in the Scope of Work.
- Electrical systems not specified in the Scope of Work.
- Equipment replacement and their components not specified in the Scope of Work

# SCHEDULE B: PROJECTED SAVINGS

The Projected Savings provided by ESCO will be as follows:

	Measured Savings	Non-Measured Savings	Annual Projected Savings	Cumulative Projected Savings
0	\$0	\$0	\$0	
1	\$0	\$18,105	\$18,105	\$18,105
2	\$0	\$18,105	\$18,105	\$36,210
3	\$0	\$18,105	\$18,105	\$54,315
4	\$0	\$18,105	\$18,105	\$72,420
5	\$0	\$18,105	\$18,105	\$90,525
6	\$0	\$18,105	\$18,105	\$108,630
7	\$0	\$18,105	\$18,105	\$126,735
8	\$0	\$18,105	\$18,105	\$144,840
9	\$0	\$18,105	\$18,105	\$162,945
10	\$0	\$18,105	\$18,105	\$181,050
11	\$0	\$18,105	\$18,105	\$199,155
12	\$0	\$18,105	\$18,105	\$217,260
13	\$0	\$18,105	\$18,105	\$235,365
14	\$0	\$18,105	\$18,105	\$253,470
15	\$0	\$18,105	\$18,105	\$271,575
Total	\$0	\$271,575	\$271,575	

The procedure used to calculate savings is described in Schedule C.

# SCHEDULE C: METHODOLOGY AND BASELINE

## NON-MEASURED SAVINGS

- A. Overview of M&V Plan, and Savings Calculation
- B. Annual Non-Measured Savings
- C. Performance Period Validation Activities

### A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Customer and ESCO agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by Customer or ESCO, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Schedule B. Section B details the agreed upon savings by measure and by category.

### B. Annual Non-Measured Savings

#### Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Projected Savings Commencement Date. The annual savings in the table below for each measure will be claimed for each Year after the Projected Savings Commencement Date.

School	Description	Annual Cost Savings
Eliot Arts Magnet Academy	Chiller Replacement	\$9,822.72
Eliot Arts Magnet Academy	Exterior LED Replacements	\$6,752.28
Eliot Arts Magnet Academy	Plug Load Management	\$624.24
Eliot Arts Magnet Academy	EMS Controls Upgrade	\$906.53

Any savings accrued prior to the Projected Savings Commencement Date will be considered Excess Savings.

### C. Performance Period Validation Activities

Although no measurements will be performed to determine the magnitude of the achieved savings, ESCO will perform the validation exercises required by the Proposition 39 guidelines and will notify Customer of the effectiveness of Customer's utilization of the Utility Cost Savings measures in Paragraph B.

## SCHEDULE D: COST BREAKOUT

The following chart breaks down the total cost of the turnkey project at Eliot Arts Magnet Academy.

<b>Scope of Work</b>	<b>Project Cost</b>	<b>% of Total Project Cost</b>
Chiller Replacement	\$316,566	21.2%
Fan Coil Valve Replacement	\$102,459	6.9%
Building Automation System Upgrade	\$419,975	28.2%
Exterior LED Upgrade	\$62,592	4.2%
Plug Load Management	\$4,827	0.3%
<b>Subtotal Contracts</b>	<b>\$906,419</b>	<b>60.8%</b>
Investment Grade Audit / Energy Expenditure Plan	\$34,357	2.3%
Engineering / Pre-Construction Services	\$37,639	2.5%
Final Design Engineering	\$15,995	1.1%
Contract Management	\$17,946	1.2%
Site Supervision	\$83,006	5.6%
Acceptance Testing & Commissioning	\$29,591	2.0%
Safety	\$13,133	0.9%
Warranty	\$2,356	0.2%
Bonds & Insurance	\$19,484	1.3%
Prop 39 M&V Services	\$6,929	0.5%
Training	\$8,658	0.6%
<b>Subtotal Direct Expense</b>	<b>\$269,093</b>	<b>18.1%</b>
G&A Overhead	<b>\$209,828</b>	<b>14.0%</b>
Profit	<b>\$104,914</b>	<b>7.0%</b>
<b>Total Project Cost</b>	<b>\$1,490,254</b>	<b>100%</b>

## FORM 1: CERTIFICATION REGARDING CONTRACTOR REGISTRATION

**District:** Pasadena Unified School District  
**Contractor:** Schneider Electric Buildings Americas, Inc.  
**Contract:** Energy Services Contract dated June 22, 2017

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) I am a duly-authorized representative of the Contractor and, in that capacity, I have executed this certification on behalf of the Contractor.
- (ii) The Contractor is aware and acknowledges that, on and after March 1, 2015, and except as authorized by Business and Professions Code Section 7029.1 and Public Contract Code Section 20103.5, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iii) The Contractor is aware and acknowledges that, on and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iv) The Contractor is aware and acknowledges that, notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District may cancel the Contract and/or replace the Contractor or Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5, and the Contractor and/or its surety shall be responsible for any and all associated costs incurred by the District.
- (v) The Contractor and each Subcontractor who will perform any of the Work are duly registered with the DIR pursuant to Labor Code Section 1725.5.
- (vi) Evidence (in the form described in the note below) that the Contractor and each Subcontractor are duly registered with the DIR pursuant to Labor Code Section 1725.5 is attached to this certification.

Representative Name: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Note:** This certification must be accompanied by print-outs of the applicable screens on the DIR website evidencing that the Contractor and all Subcontractors are currently registered pursuant to Labor Code Section 1725.5.

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

**Topic:** APPROVAL OF SCHNEIDER ELECTRIC TO PERFORM ENERGY SYSTEM UPGRADES FOR MARSHALL FUNDAMENTAL SCHOOL MAXIMIZING PROP 39 FUNDING.

**RECOMMENDATION:** The Board of Education Approve Schneider Electric to perform energy system upgrades at Marshall Fundamental School maximizing prop 39 funds.

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

**I. BACKGROUND:**

On January 26, 2016, Pasadena Unified School District released a Request for Qualifications (RFQ) and selected Schneider Electric as one of two (initially there were three and only two remain) energy services partners to help the District enhance the learning environment, increase efficiencies, and upgrade antiquated equipment. Additionally, PUSD tasked Schneider Electric to maximize their Proposition 39 (Clean Energy Jobs Act) funding. Prop 39 funding is available for eligible projects that improve energy efficiency and expand clean energy generation in schools. In order to receive funding, school districts must submit an Energy Expenditure Plan (EEP) to the California Energy Commission (CEC) for approval. Schneider Electric submitted the District's Prop 39 EEP on May 23, 2017 and is currently awaiting approval.

Schneider Electric evaluated Marshall Fundamental School's energy-consuming systems in terms of age, condition, and performance. Based on this evaluation and direction from Pasadena USD, the following measures were developed:

- Rooftop HVAC Replacement
- Building Automation System Upgrade
- Interior LED Lamp Upgrades with Occupancy/Dimming Controls
- Exterior LED Fixture Upgrades
- Utility Meters with Energy Dashboard
- Bert Plug Load Management

**II. STAFF ANALYSIS:**

District staff recommends approving the Schneider Electric to perform energy conservation measures. The total contract proposal is \$3,423,371 in the amount not to exceed \$910,278 will be paid through Measure TT funds and the remainder in the amount of \$2,513,093 from Prop 39 funding.

This Board Report was vetted at the Facilities Committee meeting on June 22, 2017.

**Attachment:** Marshall Prop 39 Energy Service Contract

**III. FISCAL IMPACT:**

Funds in the total project amount not to exceed of \$910,278.00 are available in the Measure TT Account for the Marshall Fundamental School project.

**Pasadena Unified School District**  
**Board of Education Agenda:** *June 22, 2017*  
**Prepared by:** *Nelson M. Cayabyab, Chief Facilities Officer*

**Funding Code:** 21.1-950150-00000-85000-6285-0950000

Originator: Nelson M. Cayabyab, Chief Facilities Officer



# ENERGY SERVICES CONTRACT

This is an energy services contract (Contract”) by and between Schneider Electric Buildings Americas, Inc., a Delaware corporation (“ESCO”) and Pasadena Unified School District, a public school district organized and existing under the laws of the State of California (“Customer”), dated June 22, 2017 (the “Date of Commencement”) whereby ESCO agrees to provide and perform the energy conservation measures (“ECMs”) set forth in the attached schedules and exhibit(s) which are listed below and incorporated fully herein, subject to the terms and conditions set forth herein. The initial contract, "Investment Grade Audit Agreement" was approved by the Customer's governing board on November 17, 2017.

- Schedule A: Scope of Work**
- Schedule B: Projected Savings**
- Schedule C: Methodology and Baseline**
- Schedule D: Cost Breakout**
- Form 1: CERTIFICATION REGARDING CONTRACTOR REGISTRATION**

<b>Pasadena Unified School District</b>	<b>Schneider Electric Buildings Americas, Inc.</b>
By _____ (Signature)	By _____ (Signature)
Print Name _____	Print Name _____
Title _____	Title _____

## RECITALS

- A. Customer and ESCO entered into that Investment Grade Audit Agreement approved by the Customer's governing board on November 17, 2017, under which ESCO assessed the amount of energy Customer uses and identified ways to reduce energy use and costs in its facilities. The terms and conditions of the Investment Grade Audit Agreement are incorporated herein.
- B. ESCO and Customer desire to enter into this Contract under the terms and conditions contained herein, including compliance with Proposition 39 funding requirements, to carry out the energy efficiency projects contemplated in the Investment Grade Audit Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Contract, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

## DEFINITIONS

- 1. “Actual Savings” is defined as the sum of the total savings realized using the procedures defined in Schedule C plus all adjustments.

2. "Annual Projected Savings" is the amount of energy savings projected by ESCO for a twelve (12) month period beginning on the Projected Savings Commencement Date and any subsequent twelve (12) month anniversary thereafter.
3. "Audit Agreement" refers to Investment Grade Audit Agreement entered into on November 17, 2017 between the Customer and ESCO.
4. "Change Order" is defined as a written change in the Project executed by both parties.
5. "Contract Documents" consist of this Contract with the terms and conditions set forth herein, the Schedules identified above, other documents listed in the Contract and any mutually agreed upon written modification issued after execution of this Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complementary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
6. "Date of Commencement" is the date provided on the first page of this contract.
7. "Day" as used herein shall mean calendar day unless otherwise specifically designated.
8. "Energy Audit" refers to the Investment Grade Audit conducted by ESCO, which used a combination of methodology, including an energy survey and energy analysis to meet Proposition 39 guidelines.
9. "Excess Savings" is the amount of Actual Savings in excess of the Projected Savings to date, including any savings achieved during construction.
10. "Plan" refers to the Customer's energy efficiency plan submitted for approval by the California Energy Commission in order to secure funding under Proposition 39.
11. "Projected Savings" is the sum of the projected annual savings for each year of the term as set forth in Schedule B unless terminated earlier in accordance with the Contract Documents.
12. "Projected Savings Commencement Date" means the first day of the first utility billing period following the month in which ESCO delivers to Customer the project warranty letter, which designates when the project goes into the warranty period.
13. "Project" refers to Work, as set forth in Schedule A: Scope of Work, done on Customer's facilities.
14. "Proposition 39" means Proposition 39 (California Clean Energy Employment Act) and California Public Resource Code sections 26200 *et seq.*, including supporting Guidelines approved December, 2013, and most recently amended July 2016.
15. "Substantial Completion" refers to and shall mean the date the individual scopes of work are sufficiently implemented in accordance with the Contract Documents that Customer may utilize the Project for the use for which it is intended, and is fully complete except for minor items, adjustments and/or corrections.
16. "Warranty Period" is as defined in Article 4.3.
17. "Work" means the services required by the Contract Documents, and includes all labor, materials, equipment and services provided or to be provided by ESCO to fulfill ESCO'S obligations. The Work may constitute the whole or a part of the Project.

# TERMS AND CONDITIONS OF CONTRACT

## ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within 547 days from Date of Commencement (the “Contract Time”), subject to adjustments of this Contract Time as provided in the Contract Documents.

## ARTICLE 2 – CONTRACT SUM AND PAYMENTS

2.1 The total of all Contract payments for the Work shall be **\$3,423,371** (the “Contract Sum”), which is comprised of \$2,513,093 of Proposition 39 funding and \$910,278 of Measure TT funding. Construction progress payments (“Progress Payments”) shall be made to ESCO monthly based on the percentage completion of items delineated on a “Schedule of Values” completed during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer subject to Customer’s approval at the beginning of Project implementation. The Schedule of Values will be based upon the Contract Sum less the project mobilization payment.

2.2 ESCO shall submit “Payment Request Forms” and supporting documentation to Customer and Progress Payments shall be made to ESCO on a monthly basis during construction. Customer shall promptly forward payment to ESCO in an amount equal to the value of services rendered since the last interim payment as shown on the Schedule of Values provided during installation. Customer’s Progress Payments shall be subject to retention withheld equal to ten percent (10%) of each Progress Payment (“Retention”). Retention withheld by the Customer shall be disbursed to ESCO as part of the Final Payment due to ESCO.

2.3 If any payment to ESCO is late due to late funding from Proposition 39 funds, Customer shall not be subject to a late penalty. If any payment is over sixty (60) days late from the date the District receives the invoice and the delay is not attributable to the delay in availability of Proposition 39 funds, Customer shall pay to ESCO a 1% late penalty per month and ESCO reserves the right to terminate this Contract due to non-payment upon seven (7) days prior written notice to Customer. Customer shall not be subject to any late payment penalty for an invoice if the District has a good faith dispute about the invoice, including amount charged, or the services rendered.

2.4 Within ten (10) days of Commencement, Customer shall make payment to ESCO for expenses incurred to date in the amount of \$42,891, the amount stated in the Investment Grade Audit Contract and a 10% Project Mobilization payment. Remaining Project costs and invoicing will be in accordance with Article 2.

2.5 Payments may be withheld or reduced on account of (1) Defective Work (as defined in Article 3.2) not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the “Subcontractor(s)” or for labor, materials or equipment, (4) repeated failure to carry out the Work in accordance with the Contract Documents, or (5) rejection of all or a portion of the Plan by the California Energy Commission (“CEC”).

2.6 Final Payment shall not become due until: (1) 30 days after acceptance by the Board and filing of the Notice of Completion with the County Recorder’s Office; and (2) ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

2.7 The making of Final Payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are

unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

### **ARTICLE 3 – CUSTOMER**

3.1 Except for permits and fees, which are the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in facilities. In the event that any of the Work requires DSA approval, ESCO will be responsible for submission of applications.

3.2 If within the Warranty Period, ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents (“Defective Work”) or repeatedly fails to carry out the Work in accordance with the Contract Documents, and if ESCO does not correct or diligently commence to correct such failure within the notice period provided in this section 3.2, Customer, upon seven (7) days prior written notice to ESCO, may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 Customer agrees to repair or replace as necessary any defective existing equipment that is intended to be reused.

3.4 Information under Customer’s control shall be furnished by Customer with reasonable promptness as requested by ESCO.

3.5 Customer shall notify ESCO in writing of any or all uses or restrictions in usage of all areas of Customer’s facility.

3.6 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents.

3.7 Contractor acknowledges that this Contract, once fully executed and approved by the Customer’s Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act), excluding material that is marked as “proprietary.” Customer shall use reasonable efforts to prevent or limit disclosure of proprietary or confidential information.

### **ARTICLE 4 – ESCO**

4.1 ESCO shall supervise and direct the Work, using ESCO’s skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. ESCO shall comply with the submission and reporting requirements of Proposition 39 and Proposition 39 Guidelines. ESCO shall maintain accurate records of the Project and shall make those records available for inspection by Customer and other appropriate agencies, during regular business hours and upon reasonable notice to ESCO.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 ESCO warrants to Customer for a period of one (1) year from the date of Substantial Completion that the materials and equipment manufactured by ESCO will be of good quality and new unless the

Contract Documents require or permit otherwise, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO'S warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or for ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER. ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

4.4 Unless otherwise provided in the Contract Documents, ESCO shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits, licenses and inspections necessary for proper execution and completion of the Work.

4.5 ESCO shall comply with and give notices, required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work, including but not limited to data and reports to CEC required under Proposition 39.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees, shall defend suits or claims for infringement or patent rights, and shall hold Customer harmless from loss on account thereof.

4.9 Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the contract price for the specific product, equipment, material or service work performed that gives rise to the claim, excluding third party claims for personal injury, death or property damage or as may be required by law.

## **ARTICLE 5 – DISPUTE RESOLUTION**

5.1 To the extent allowed by applicable law, any controversy or claim arising out of or relating to this Contract, or Contract Documents, or any breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5.2 The arbitration proceeding location shall be in the county in which the Project is located.

## **ARTICLE 6 – SUBCONTRACTS**

6.1 A Subcontractor is a person or entity who has been hired by ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements, ESCO shall, prior to the start of Work, furnish in writing to Customer the names, licenses, addresses and contact information of the Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer, and (2) to allow the Subcontractor the benefit of all rights, remedies and redress afforded to ESCO by these Contract Documents.

6.3 ESCO shall select its Subcontractors by a competitive process of its own choosing, which may include evaluation by the "best value" criteria defined in the Public Contract Code Section 20133(c)(1) as a value determined by objective criteria related to price, features, functions, and life-cycles costs.

## **ARTICLE 7 – CHANGES IN THE WORK**

7.1 Customer may request changes in Work consisting of additions, deletions or modifications, whereby, the Contract Sum and Contract Time shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 Notwithstanding anything to the contrary contained in the Contract Documents, changes to the Contract Sum and Contract Time shall be changed only by Change Order.

7.3 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

7.4 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason other than suspension or delay due to the acts and/or omissions of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption and the Contract Sum shall be equitably adjusted to recover ESCO'S costs of demobilization, delay and remobilization related to such suspension or delay. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent and efforts commercially reasonable. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate this Contract and recover from Customer payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination and damages.

## **ARTICLE 8 – TIME**

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Article 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, which are beyond the control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S Work to cover such delay.

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Payments may be withheld on account of (1) Defective Work not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, (4) repeated failure to carry out the Work in accordance with the Contract Documents, or (5) rejection of all or a portion of the Plan by the Energy Commission.

9.3 Upon Substantial Completion, ESCO will issue a certificate of Substantial Completion to Customer.

9.4 Final payment shall not become due until (1) 30 days after acceptance by the Board and filing of the Notice of Completion with the County Recorder's Office; and (2) ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

## **ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The scope of work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" includes, but is not limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any Hazardous Materials already located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer warrants and represents Customer has not received notice of any violation of the Hazardous Materials laws in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to this Contract.

10.4 Should ESCO become aware of or suspect the presence of Hazardous Materials beyond those to

be addressed in Schedule A during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for abatement, cleanup, or removal of the Hazardous Materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of Hazardous Materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Sum for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of Hazardous Materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

## **ARTICLE 11 – INSURANCE AND BONDS**

11.1 ESCO shall maintain adequate levels and types of insurance coverage appropriate to its business and profession and as may be required by applicable law and the Contract Documents. Such insurance shall be in companies authorized to do business in the jurisdiction in which the Project is located with an A.M. Best's rating of at least A- VII and as a minimum shall include Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles and Commercial General Liability covering public liability, property damage and completed operations with limits not less than \$2,000,000 per occurrence. Certificates of such insurance shall be provided to Customer prior to commencement of the Work.

11.2 Within ten (10) days following approval of the Contract, ESCO shall provide payment and performance bonds for 100% of the Contract Sum to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract.

## **ARTICLE 12 – TERMINATION OF THE CONTRACT**

12.1 If Customer (1) fails to make payments to ESCO for the Work as required in this Contract, through no fault of ESCO, or (2) fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer fourteen (14) business days to cure , terminate the Contract and recover from Customer payment for (i) all Work up to and including the date of termination completed in accordance with the Construction Documents and free from defects and (ii) for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead and profit and the costs ESCO actually incurs in cancelling subcontracts or supply contracts entered into up to and including the date of termination.

12.2 If ESCO breaches a material provision of this Contract, Customer, after delivery of written notice and providing ESCO fourteen (14) days to cure such breach, may make good such deficiencies or repairs or replacements itself at the expense of ESCO, who will either (i) have the cost of such deficiencies or repairs or replacements deducted from payment then or thereafter due ESCO or (ii) , if no payments are due to ESCO, will pay the cost of such deficiencies or repairs or replacements to Customer upon demand. If Customer chooses not to make such repairs or replacements, it may terminate the

Contract.

12.3 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

12.4 If State funding of Proposition 39 projects for the Work is insufficient or is not appropriated for reasons not due to errors by ESCO, Customer may terminate this Contract upon seven (7) days' written notice to ESCO and pay ESCO for all Work completed in accordance with the Construction Documents and free from defects up to the date of termination, together with the costs ESCO actually incurs in cancelling subcontracts or supply contracts entered into with respect to the Work. ESCO shall make reasonable efforts to mitigate its costs.

## **ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS**

13.1 If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

13.2 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

13.3 This Contract shall be governed by the laws of the state where the Project is located.

13.4 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

13.5 ESCO agrees to complete and submit the following documents, as required by Customer upon receipt of a NOTICE TO PROCEED: Prevailing Wage Certification, Workers' Compensation Certification, Fingerprinting/Criminal Background Investigation Certification, Drug-Free Workplace / Tobacco-Free Environment Certification, Insurance Certificates and Endorsements.

13.6 This Contract, along with the Master Contract and Contract Documents, sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.

13.7 On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

13.8 To the extent Labor Code Section 1725.5 is applicable to the Contract, ESCO shall be responsible for ensuring that it and all subcontractors are currently and properly registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Prior to commencing the Work, ESCO must complete, execute, and submit to the District the "Certification Regarding Contractor Registration" form included in the Required Contract Forms. Notwithstanding anything to the contrary, if at any time during the performance of the Work, ESCO or any of its subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Contract and/or replace the ESCO or

subcontractor with an ESCO or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.

# SCHEDULE A: SCOPE OF WORK

ESCO acknowledges that all Work must qualify as an eligible project under Proposition 39; and that the Scope of Work may be amended to reflect changes in funding allocation and Customer's energy expenditure plan, upon mutual agreement of the Parties and a written amendment to this Contract related to any changes in scope, payment and duration. Prior to commencement of any Work, Customer shall review and approve the Project.

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform the following:

## Scope of Work

### ECM 1 – REPLACE EXTERIOR LIGHTING WITH LEDS

This scope will replace the following external fixtures with LED.

Building	EXISTING FIXTURE TYPE	Qty	Proposed Fixture	Qty
A	POST TOP W/ 100w Lamp - Could Not Verify	2	Green Creative - 57938 - 45HID/830/277V/EX39	2
A	Pendant Fixture w/ (1) 64w CFL	1	Sylvania LED13PAR30LN/DIM/830/NFL25 13Watt 3000K	1
A	SMALL WALL PACK W/ (2) 13W 2-PIN CFL'S	1	OLWP 11 PE BZ	1
A	MEDIUM WALL PACK W/ (1) 42w CFL	30	Deco D402-LED-40-30-UNV-BZ	30
A	MEDIUM WALL PACK W/ (1) 100W MH	15	Deco D402-LED-40-30-UNV-BZ	15
A	MEDIUM WALL PACK W/ (1) 250W MH	1	Deco D402-LED-40-30-UNV-BZ	1
A	12" CANOPY FIXTURE W/ (1) 100W INCADESCENT EMERGENCY	2	ALUMEN8 - E-CF 11 L40-LC-AC-U w/ EMERGENCY BACKUP	2
A	LARGE "U" BRACKET FLOOD W/ (1) 250W MH	4	FFLED80T	4
A&B	12" CANOPY FIXTURE W/ (2) 23W CFL'S	6	ALUMEN8 - E-CF 11 L40-LC-AC-U	6
Canopy	12" CANOPY FIXTURE W/ (2) 23W CFL'S	8	ALUMEN8 - E-CF 11 L40-LC-AC-U	8
Lunch	MEDIUM WALL PACK W/ (1) 100W MH	14	Deco D402-LED-40-30-UNV-BZ	14
B	SMALL WALL PACK W/ (1) 23W SCREW-IN CFL	1	OLWP 11 PE BZ	1
B	EXTERIOR A-BASE W/ (2) 100W SCREW-IN INCADESCENT LAMPS	2	FFLED18 (2 heads)	2
B	MEDIUM WALL PACK W/ (1) 100W MH	3	Deco D402-LED-40-30-UNV-BZ	3
B	MEDIUM WALL PACK W/ (1) 42w CFL	3	Deco D402-LED-40-30-UNV-BZ	3
B	12" CANOPY FIXTURE W/ (2) 23W CFL'S	1	ALUMEN8 - E-CF 11 L40-LC-AC-U	1
Parking	SHOEBOX POLE LT (1) HEAD W/ 250W MH	4	Visionaire BSX-3-XX-48LC-7-5K-UNV-BOA6- -DIM-BZ-WSC-40	4
C	8" EXTERIOR RECESSED CAN W/ (2) 16W 2-PIN CFL'S and EMERGENCY	2	27CDLA8/840/277V	2
C	MEDIUM WALL PACK W/ (1) 42w CFL and EMERGENCY	6	Deco D402-LED-40-30-UNV-BZ	6
C	MEDIUM WALL PACK W/ (1) 100W MH	1	Deco D402-LED-40-30-UNV-BZ	1

D	12" CANOPY FIXTURE W/ (2) 23W CFL'S	5	ALUMEN8 - E-CF 11 L40-LC-AC-U	5
D	MEDIUM WALL PACK W/ (1) 42w CFL	5	Deco D402-LED-40-30-UNV-BZ	5
D	SMALL WALL PACK W/ (2) 13W 2-PIN CFL'S	2	OLWP 11 PE BZ	2
D	MEDIUM WALL PACK W/ (1) 100W MH	5	Deco D402-LED-40-30-UNV-BZ	5
D	LARGE "U" BRACKET FLOOD W/ (1) 250W MH	4	FFLED80T	4
G	MEDIUM WALL PACK W/ (1) 42w CFL	2	Deco D402-LED-40-30-UNV-BZ	2
G	FULL CUTOFF WALL PACK W/ (1) 50W MH	12	Deco D402-LED-40-30-UNV-BZ	12
		<b>148</b>		<b>148</b>

## **ECM 2 – REPLACE INTERIOR EXISTING FIXTURE LAMPS WITH LEDS**

This scope will replace lamps in the following fixtures with high efficiency LED equivalents. Also, lighting occupancy sensors, dimming switches, and daylighting controls will be installed per the minimum requirements of Title 24.

Building	Room #	EXISTING FIXTURE	Qty	Proposed Fixture	Qty
Building A North Wing 1st Floor	1st Floor Corridor	1X4 STRIP W/ (1) 25W T8 FLUORESCENT LAMPS	36	Luxul Lamp Replacement (1 for 1)	36
Building A North Wing 1st Floor	CR #123	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A North Wing 1st Floor	Storage Closet	A-BASE W/ 42W CFL LAMP	5	TCP LED7A19D41K	5
Building A North Wing 1st Floor	CR #125	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A North Wing 1st Floor	CR #126	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A North Wing 1st Floor	Restroom	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	1	Luxul Lamp Replacement (1 for 1)	1
Building A North Wing 1st Floor	Restroom	1X4 SURFACE ANGLE WALL MOUNT W/ (2) 25W T8 FLUORESCENT LAMPS	3	Luxul Lamp Replacement (1 for 1)	3
Building A North Wing 1st Floor	Storage Closet	A-BASE W/ 150W INCANDESCENT LAMP	1	TCP LED7A19D41K	1
Building A North Wing 1st Floor	CR #124	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A North Wing 1st Floor	CR #124 Closet	A-BASE W/ 42W CFL LAMP	2	TCP LED7A19D41K	2
Building A North Wing 2nd Floor	2nd Floor Corridor	1X4 STRIP W/ (1) 25W T8 FLUORESCENT LAMPS	36	Luxul Lamp Replacement (1 for 1)	36
Building A North Wing	Girls and Boys 2nd	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	8	Luxul Lamp Replacement (1 for 1)	8

2nd Floor	Floor Restroom				
Building A North Wing 2nd Floor	Storage Closet	A-BASE W/ 42W CFL LAMP	2	TCP LED7A19D41K	2
Building A North Wing 2nd Floor	CR #221	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A North Wing 2nd Floor	CR #219	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A North Wing 2nd Floor	CR #219 Closet	A-BASE W/ 42W CFL LAMP	1	TCP LED7A19D41K	1
Building A North Wing 2nd Floor	CR #220	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A North Wing 2nd Floor	CR #220 Closet	A-BASE W/ 42W CFL LAMP	2	TCP LED7A19D41K	2
Building A North Wing 2nd Floor	Wheelchair Lift	2X4 SURFACE MOUNT W/ (2) 25W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building A West Wing Basement	Corridor	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	3	Luxul Lamp Replacement (1 for 1)	3
Building A West Wing Basement	Storage Closet	A-BASE W/ 42W CFL LAMP	5	TCP LED7A19D41K	5
Building A West Wing Basement	Cafeteria	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	38	Luxul Lamp Replacement (1 for 1)	38
Building A West Wing Basement	Cafeteria Office	A-BASE W/ 42W CFL LAMP	7	TCP LED7A19D41K	7
Building A West Wing Basement	Kitchen	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	7	Luxul Lamp Replacement (1 for 1)	7
Building A West Wing Basement	Kitchen Hood	A-BASE W/ 150W INCANDESCENT LAMP	6	TCP LED7A19D41K	6
Building A West Wing Basement	CR #101	2X4 SURFACE MOUNT W/ (2) 25W T8 FLUORESCENT LAMPS	3	Luxul Lamp Replacement (1 for 1)	3
Building A West Wing Basement	CR #101	2X4 RECESSED TROFFER W/ (2) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A West Wing Basement	Computer Lab	2X4 SURFACE MOUNT W/ (2) 25W T8 FLUORESCENT LAMPS	12	Luxul Lamp Replacement (1 for 1)	12
Building A West Wing Basement	Corridor	2X4 RECESSED TROFFER W/ (2) 25W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building A West Wing Basement	Corridor	A-BASE W/ 42W CFL LAMP	1	TCP LED7A19D41K	1
Building A West Wing Basement	Mechanical Room	A-BASE W/ 42W CFL LAMP	5	TCP LED7A19D41K	5
Building A West Wing Basement	Mechanical Room	1X4 STRIP W/ (2) 25W T8 FLUORESCENT LAMPS	17	Luxul Lamp Replacement (1 for 1)	17
Building A West Wing Basement	Mechanical Room	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	5	Luxul Lamp Replacement (1 for 1)	5

Building A West Wing Basement	Mechanical Room	SMALL KNUCKLE FLOOD W/ (1) 100W MH	2	FFLED18	2
Building A West Wing 1st Floor	1st Floor Corridor	1X4 STRIP W/ (1) 25W T8 FLUORESCENT LAMPS	106	Luxul Lamp Replacement (1 for 1)	106
Building A West Wing 1st Floor	1st Floor Corridor	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building A West Wing 1st Floor	Auditorium Restrooms	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	3	Luxul Lamp Replacement (1 for 1)	3
Building A West Wing 1st Floor	Art Room	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A West Wing 1st Floor	Art Room	A-BASE W/ 42W CFL LAMP	3	TCP LED7A19D41K	3
Building A West Wing 1st Floor	Nurse	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	5	Luxul Lamp Replacement (1 for 1)	5
Building A West Wing 1st Floor	Nurse Restroom	INTERIOR CANOPY W/ (1) 42w CFL LAMP	2	TCP LED7A19D41K	2
Building A West Wing 1st Floor	Main Office	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	17	Luxul Lamp Replacement (1 for 1)	17
Building A West Wing 1st Floor	Main Office Closet	A-BASE W/ 42W CFL LAMP	6	TCP LED7A19D41K	6
Building A West Wing 1st Floor	Electric Room	A-BASE W/ 42W CFL LAMP	1	TCP LED7A19D41K	1
Building A West Wing 1st Floor	Counselor Offices	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	5	Luxul Lamp Replacement (1 for 1)	5
Building A West Wing 1st Floor	Counselor Offices	2X4 RECESSED TROFFER W/ (2) 25W T8 FLUORESCENT LAMPS	9	Luxul Lamp Replacement (1 for 1)	9
Building A West Wing 1st Floor	Storage Closet	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	1	Luxul Lamp Replacement (1 for 1)	1
Building A West Wing 1st Floor	CR #116	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building A West Wing 1st Floor	CR #114	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	8	Luxul Lamp Replacement (1 for 1)	8
Building A West Wing 1st Floor	Restrooms	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	8	Luxul Lamp Replacement (1 for 1)	8
Building A West Wing 1st Floor	Staff Lounge	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	5	Luxul Lamp Replacement (1 for 1)	5
Building A West Wing 1st Floor	Library	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	18	Luxul Lamp Replacement (1 for 1)	18
Building A West Wing 1st Floor	Library	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	3	Luxul Lamp Replacement (1 for 1)	3
Building A West Wing 1st Floor	Library	A-BASE W/ 42W CFL LAMP	6	TCP LED7A19D41K	6
Building A West Wing	CR #115	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6

1st Floor					
Building A West Wing 1st Floor	CR #112	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A West Wing 1st Floor	CR #112	A-BASE W/ 42W CFL LAMP	2	TCP LED7A19D41K	2
Building A West Wing 1st Floor	CR #113	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	18	Luxul Lamp Replacement (1 for 1)	18
Building A West Wing 1st Floor	CR #113 Closet	A-BASE W/ 42W CFL LAMP	3	TCP LED7A19D41K	3
Building A West Wing 1st Floor	CR #110	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A West Wing 1st Floor	CR #110 Closet	A-BASE W/ 42W CFL LAMP	2	TCP LED7A19D41K	2
Building A West Wing 1st Floor	CR #111	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	21	Luxul Lamp Replacement (1 for 1)	21
Building A West Wing 1st Floor	CR #111 Closet	A-BASE W/ 42W CFL LAMP	5	TCP LED7A19D41K	5
Building A West Wing 1st Floor	Staff Restroom	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building A West Wing 1st Floor	Girls Restroom	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	8	Luxul Lamp Replacement (1 for 1)	8
Building A West Wing 2nd Floor	2nd Floor Corridor	1X4 STRIP W/ (1) 25W T8 FLUORESCENT LAMPS	64	Luxul Lamp Replacement (1 for 1)	64
Building A West Wing 2nd Floor	Restrooms	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building A West Wing 2nd Floor	Storage Closet	A-BASE W/ 42W CFL LAMP	1	TCP LED7A19D41K	1
Building A West Wing 2nd Floor	CR #210	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building A West Wing 2nd Floor	CR #211	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building A West Wing 2nd Floor	CR #212	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building A West Wing 2nd Floor	CR #213	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	5	Luxul Lamp Replacement (1 for 1)	5
Building A West Wing 2nd Floor	CR #213 Closet	A-BASE W/ 42W CFL LAMP	2	TCP LED7A19D41K	2
Building A West Wing 2nd Floor	CR #214	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building A West Wing 2nd Floor	CR #214	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building A West Wing 2nd Floor	CR #215	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A	CR #216	1X8 PENDANT W/ (4) 25W T8	4	Luxul Lamp Replacement (1 for 1)	4

West Wing 2nd Floor		FLUORESCENT LAMPS			
Building A West Wing 2nd Floor	CR #217	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building A West Wing 2nd Floor	CR #218	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building A West Wing 2nd Floor	300/301	A-BASE W/ 42W CFL LAMP	13	TCP LED7A19D41K	13
Building A West Wing 2nd Floor	300/301	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	3	Luxul Lamp Replacement (1 for 1)	3
Building B	CR #139	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	8	Luxul Lamp Replacement (1 for 1)	8
Building B	CR #139 Closet	A-BASE W/ 42W CFL LAMP	2	TCP LED7A19D41K	2
Building B	Corridor	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building B	Restroom	A-BASE W/ 150W INCANDESCENT LAMP	6	TCP LED7A19D41K	6
Building B	Girls Locker Room	A-BASE W/ 42W CFL LAMP	38	TCP LED7A19D41K	38
Building B	Locker Room Storage	A-BASE W/ 42W CFL LAMP	4	TCP LED7A19D41K	4
Building B	Girls Locker Room	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building B	Boys Locker Room	A-BASE W/ 42W CFL LAMP	35	TCP LED7A19D41K	35
Building B	Boys Locker Room	2X4 SURFACE MOUNT W/ (2) 25W T8 FLUORESCENT LAMPS	5	Luxul Lamp Replacement (1 for 1)	5
Building B	Boys Locker Room	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	9	Luxul Lamp Replacement (1 for 1)	9
Building B	Dance	2X4 RECESSED TROFFER W/ (2) 25W T8 FLUORESCENT LAMPS	20	Luxul Lamp Replacement (1 for 1)	20
Building B	Dance	EXISTING EXIT SIGN WITH NO EGRESS LIGHTING	3	Lithonia Lighting 2-Light LED White with Green Stencil Exit Sign/Emergency Light Combo	3
Building B	Weight Room	A-BASE W/ 65W CFL LAMP	6	TCP LED7A19D41K	6
Building B	CR #139	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	8	Luxul Lamp Replacement (1 for 1)	8
Building C	CR #108	2X4 RECESSED TROFFER W/ (3) 32W T8 FLUORESCENT LAMPS	24	Luxul Lamp Replacement (1 for 1)	24
Building C	CR #109	2X4 RECESSED TROFFER W/ (3) 32W T8 FLUORESCENT LAMPS	24	Luxul Lamp Replacement (1 for 1)	24
Building C	Storage Closets	A-BASE W/ 65W CFL LAMP	5	TCP LED7A19D41K	5
Building D	CR #106	2X4 RECESSED TROFFER W/ (3) 32W T8 FLUORESCENT LAMPS	24	Luxul Lamp Replacement (1 for 1)	24
Building D	CR #107	2X4 RECESSED TROFFER W/ (3) 32W T8 FLUORESCENT LAMPS	24	Luxul Lamp Replacement (1 for 1)	24
Building D	CR #107 Storage Closet	A-BASE W/ 65W CFL LAMP	2	TCP LED7A19D41K	2
Building D	Kiln Room	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building D	Storage Closet	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building C & D	Exit Signs	EXISTING EXIT SIGN WITH NO EGRESS LIGHTING	8	Lithonia Lighting 2-Light LED White with Green Stencil Exit Sign/Emergency Light Combo	8
Building C	Restrooms	A-BASE W/ 65W CFL LAMP	4	TCP LED7A19D41K	4

& D					
Building E	Corridor	1X4 STRIP W/ (1) 25W T8 FLUORESCENT LAMPS	38	Luxul Lamp Replacement (1 for 1)	38
Building E	Storage Closets	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	3	Luxul Lamp Replacement (1 for 1)	3
Building E	CR #130	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building E	CR #129	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building E	CR #129 Closet	A-BASE W/ 42W CFL LAMP	2	TCP LED7A19D41K	2
Building E	CR #128	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building E	CR #127	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building E	Electric Room	A-BASE W/ 42W CFL LAMP	1	TCP LED7A19D41K	1
Building E	CR #225	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building E	CR #225 Closet	A-BASE W/ 42W CFL LAMP	1	TCP LED7A19D41K	1
Building E	CR #226	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building E	CR #223	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building E	CR #224	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building E	Restroom	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building F	CR #142	1X8 PENDANT W/ (4) 25W T8 FLUORESCENT LAMPS	6	Luxul Lamp Replacement (1 for 1)	6
Building F	CR #142 Closet	A-BASE W/ 42W CFL LAMP	1	TCP LED7A19D41K	1
Building J	CR #134	1X8 PENDANT W/ (4) 32W T8 FLUORESCENT LAMPS	8	Luxul Lamp Replacement (1 for 1)	8
Building J	CR #134	1X8 WALL MOUNT UPLIGHT W/ (4) 32W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building J	CR #134	1X2 RECESSED TROFFER W/ (1) 34W U-BEND FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building J	CR #134 Closet	2X4 RECESSED TROFFER W/ (2) 25W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building J	CR #133	1X8 PENDANT W/ (4) 32W T8 FLUORESCENT LAMPS	8	Luxul Lamp Replacement (1 for 1)	8
Building J	CR #133	1X8 WALL MOUNT UPLIGHT W/ (4) 32W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building J	CR #133	1X2 RECESSED TROFFER W/ (1) 34W U-BEND FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building J	CR #132	1X8 PENDANT W/ (4) 32W T8 FLUORESCENT LAMPS	8	Luxul Lamp Replacement (1 for 1)	8
Building J	CR #132	1X8 WALL MOUNT UPLIGHT W/ (4) 32W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building J	CR #132	1X2 RECESSED TROFFER W/ (1) 34W U-BEND FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building J	CR #132 Closet	2X4 RECESSED TROFFER W/ (2) 25W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building J	CR #131	1X8 PENDANT W/ (4) 32W T8 FLUORESCENT LAMPS	8	Luxul Lamp Replacement (1 for 1)	8
Building J	CR #131	1X8 WALL MOUNT UPLIGHT W/ (4) 32W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building J	CR #131	1X2 RECESSED TROFFER W/ (1) 34W U-BEND FLUORESCENT LAMPS	4	Luxul Lamp Replacement (1 for 1)	4
Building J	Restrooms	6" INTERIOR RECESSED CAN W/ (1) 32W SCREW-IN FLUORESCENT LAMP	2	TCP LED7A19D41K	2
Building J	Restrooms	6"X4 RECESSED TROFFER W/ (1) 25W T8	7	Luxul Lamp Replacement (1 for 1)	7

		FLUORESCENT LAMP IN HARD LID			
Building J	Electric Room	1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	2	Luxul Lamp Replacement (1 for 1)	2
Building G	Kitchen	6" INTERIOR RECESSED CAN W/ (1) 32W SCREW-IN FLUORESCENT LAMP	13	TCP LED7A19D41K	13
Building G	Kitchen Hood	A-BASE W/ 150W INCANDESCENT LAMP	1	TCP LED7A19D41K	1
			<b>1137</b>	<b>0</b>	<b>1,137</b>

**Lighting Exclusions and Clarifications:**

- Painting and patching
- As a 'replace-in-kind' project, DSA submission and approval are not required and no DSA related fees are included
- Scope assumes that the existing electrical wiring conductors, conduit, raceways, electrical grounding, circuit breakers, lighting luminaires, and controls, are in operable condition and in compliance with existing codes
- All circuitry is capable of being de-energized: no work will be performed on energized circuits
- ESCO will document and submit to the Customer any major components or wiring discovered to be in need of repair during installation. Any such repairs will be the responsibility of the Customer to remedy in a timely manner
- ESCO is not responsible for existing damage to affected areas. Both pre and post conditions will be documented
- Identification, testing, and abatement of hazardous material is not included

**ECM 3 – BUILDING AUTOMATION SYSTEM UPGRADE**

Roof Top Units – Buildings A, B, C, D, and G are served by 65 constant volume roof top units with supply fans, DX cooling, gas heating, and OEM controlled economizer dampers. The existing roof top units are controlled by TCX850 controllers, mounted in enclosures on the side of the rooftop units. As part of this project, the mechanical contractor will replace all 65 of the roof top units. The existing TCX850 controllers will be replaced with new Schneider Electric b3 controllers. The existing panel, communication and I/O wiring, relays, and room sensor will be reused. New current sensing relays will be installed for fan status and new supply air temperature sensors will be installed. Space occupancy will be detected by the unit controller through the new lighting occupancy sensors. The existing CO2 controllers will be reused and terminated to the new economizer controllers in the new roof top units.

Split System Units – Buildings A, B, and G are served by served by 27 constant volume split system heat pump units with supply fan, DW cooling/heating, and manual outside air dampers. The existing units are controlled by TCX850 controllers, mounted in enclosures in the space. As part of this project, the mechanical contractor will replace all 27 of the split system heat pump units. The existing TCX850 controllers will be replaced with new Schneider Electric b3 controllers. The existing panel, communication and I/O wiring, relays, and room sensor will be reused. New current sensing relays will be installed for fan status and new supply air temperature sensors will be installed. Space occupancy will be detected by the unit controller through the new lighting occupancy sensors.

Split System Economizer Units – There are 5 split systems heat pump units in Building A that will be replaced with constant volume split system heat pump units with supply fan, DW cooling/heating, and economizer dampers. The existing units are controlled by TCX850 controllers, mounted in enclosures in the space. The existing TCX850 controllers will be replaced with new Schneider Electric b3 controllers. The existing panel will be removed and replaced, the existing room sensor and wiring will be reused. New current sensing relays will be installed for fan status and new supply air temperature sensors will be installed. Space occupancy will be detected by the unit controller through the new lighting occupancy sensors.

Exterior Lighting Control Throughout the school, 16 mechanical and electronic time clocks are used to schedule the exterior lights. These time clocks will be removed and replaced by relays to enable/disable the exterior lighting circuits from the new Schneider Electric BAS.

Utility Metering and BAS Dashboard New meters will be installed on the school's electric, water, and gas service and monitored by the BAS. New outside air temperature and humidity sensors will also be installed. A dashboard display monitor will be installed in the school lobby to display the campus metering and BAS information.

### **BAS Exclusions / Clarifications**

The following items are excluded from Schneider Electric's scope of work:

- ESCO will not be responsible for any modification or extension of the existing WAN/LAN for execution of this project. ESCO will utilize only the owner's existing wired WAN/LAN infrastructure to accomplish the scope of work and will not utilize the owner's IEEE 802.11 wireless network for WAN/LAN connectivity. Specifically, the BAS Contractor will not employ IEEE 802.11 (Wi-Fi) thermostats in the execution of this project.
- Portable classrooms with unused or partially filled low voltage conduit connected to buildings with WAN/LAN connectivity will be incorporated into the system through the use of a field communications bus wherever possible. New conduit will be installed above ground between adjacent portable buildings where there is insufficient existing conduit to run the communications bus wiring. Where it is not feasible to run communication bus wiring through new or existing conduit to portable buildings, a wired or wireless gateway will be used. The wireless gateways will use ZigBee wireless communication protocol and will not interfere with or use the district Wi-Fi network. No new trenched/underground conduit will be necessary in the scope of work for this project.
- Asbestos abatement of any kind.
- Air flow testing and balancing on HVAC equipment will not be included as part of the controls work.
- Repair of existing HVAC and control equipment beyond the Scope of Work is excluded. ESCO will reuse existing equipment for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices need repair or replacement, this will be the responsibility of the customer. ESCO will create an EDR (equipment deficiency report) to give customer written notification if such equipment or devices are found.
- ESCO will not add or control any window units via the building automation system.
- ESCO will not control any self-contained units (units with integral control, not for remote control) via the building automation system.
- Exhaust fans controlled by occupancy sensors or local switches and exhaust fans that do not exhaust to the exterior of the building will not be integrated with the building automation system.
- ESCO is not responsible for existing safeties on equipment or any life safety equipment. If ESCO is to replace a starter with a VFD, ESCO will tie-in existing safety circuit into the VFD safety circuit. ESCO will not be responsible for the functionality of the existing safety devices. Pre and post testing of these smoke, fire, and life safety systems will be the responsibility of the customer and the sequence will be provided to ESCO.
- Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
- ESCO will only control equipment and/or devices shown in the Scope of Work, unless devices are not suitable for automated control. Equipment and devices not in the Scope of Work are excluded.
- If equipment/devices controlled by the existing BAS are not in the Scope of Work, ESCO is not responsible for their functionality.
- Conduit will only be used from controller panels to the lower of a finished ceiling or 8' for all low voltage wiring, and shall be in compliance with local codes and authorities having jurisdiction.
- ESCO will make the final decision for controller selection, point configurations, and end devices selection based on current standards and engineering practices of ESCO.
- ESCO will not be responsible for controlling the HVAC equipment located in buildings without WAN/LAN network communication. Owner is responsible for providing wired WAN/LAN access for

the BAS in all necessary facilities per the scope of work. These buildings are excluded from the scope of work should WAN/LAN connectivity not be provided.

- Matching of paint color or ceiling tile color and pattern shall be limited by current commercial availability. Variations in replacement paint color and ceiling tile color due to age, wear, and dirt shall be minimized where possible. Similar or complementary tiles shall be provided where exact matches are not available. Custom paint colors and custom tiles are excluded.
- Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc. due to the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat) will be performed by the owner. Where existing sensors/thermostats are not compliant with local code or ADA 2010 requirements, the new sensors/thermostats will be lowered accordingly. In these instances, blank cover plates and/or wire mold may be used to facilitate the installation of these sensors in a location other than the original.
- Unless specified in the controls scope or in the mechanical scope, the repair or replacement of non-functional actuators, dampers, and valves are the responsibility of the owner.
- Demolition of the existing BAS will be performed as needed to implement the new DDC system (reuse of enclosures, wire, and end devices will be determined by ESCO), the total demolition will be the responsibility of the owner, unless otherwise stated.

**ECM 4 – HVAC ROOFTOP REPLACEMENT**

Existing packaged DX/gas rooftop units and split system heat pumps with roof-mounted outdoor units shall be replaced. Scope of work comprises 73 packaged rooftop units and 27 split system heat pumps throughout the campus.

Each existing DX/gas rooftop unit shall be disconnected and removed. New units shall be installed in existing locations, reusing vibration isolators and other supports after verifying integrity. New supply and return flexible duct sections shall be installed to connect to existing ductwork. Reuse existing barometric relief damper, repairing as required.

Each heat pump split system shall be disconnected and removed. New units shall be installed in existing locations, reusing vibration isolators, other supports and existing refrigerant piping after cleaned, purged with nitrogen and verified for integrity. New indoor units shall be installed in existing locations, provided with new, manufacturer-sized thermal expansion valve and reconnected to refrigerant piping. Suction line shall be re-insulated with 1” closed-cell elastomeric. New units shall be reconnected to existing outside air intake using existing ductwork where available. Existing barometric relief dampers in space shall be reused, repairing as required. Both indoor and outdoor units shall be provided with new electrical whips and disconnects.

**ECM 5 – PLUG LOAD MANAGEMENT**

This scope will install Bert plug load management outlets on the devices listed below. Each Bert plug will be configured with a unique MAC address and labeled with the end device intended to be controlled. Software will be provided to interface with the associated devices.

End Device	# of Bert Plugs
Projector	57
Mini-Fridge	19
Chrg Cart	41
Snack Vend	1
Soda Vend	1

**SCOPE EXCLUSIONS:**

- Night/holiday work unless otherwise specified in the Scope of Work.
- Additional labor cost due to restriction of allowable work hours.
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work.
- Hazardous materials testing and abatement not specified in the Scope of Work.
- Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
- Testing, adjusting, and balancing of existing systems not identified in these documents as included in the Scope of Work.
- Commissioning of existing systems not identified in these documents as included in the Scope of Work.
- Upgrading existing mechanical systems to provide ventilation rates in compliance with current Codes and Standards unless indicated herein to be included.
- Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
- Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area.
- Waste disposal other than that required to accomplish the Scope of Work.
- Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.
- The cost for utilities including natural or propane gas, fuel oil, electricity, potable or nonpotable water during the construction period.
- The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period.
- Cost escalation of materials as a result of a delay in the construction schedule caused by Customer action or inaction.
- Fees for third party engineers acting as Customer's agent.
- Water treatment equipment not specified in the Scope of Work.
- Structural modifications not specified in the Scope of Work.
- Building envelope modifications not specified in the Scope of Work.
- Replacement of ductwork and diffusers not specified in the Scope of Work.
- Replacement of piping not specified in the Scope of Work.
- Ductwork and piping insulation not specified in the Scope of Work.
- Electrical systems not specified in the Scope of Work.
- Equipment replacement and their components not specified in the Scope of Work

**SCHEDULE B: PROJECTED SAVINGS**

The Projected Savings provided by ESCO will be as follows:

	Measured Savings	Non-Measured Savings	Annual Projected Savings	Cumulative Projected Savings
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0	\$0	\$0	\$0	
1	\$0	\$73,930	\$73,930	\$73,930
2	\$0	\$73,930	\$73,930	\$147,860
3	\$0	\$73,930	\$73,930	\$221,790
4	\$0	\$73,930	\$73,930	\$295,720
5	\$0	\$73,930	\$73,930	\$369,650
6	\$0	\$73,930	\$73,930	\$443,580
7	\$0	\$73,930	\$73,930	\$517,510
8	\$0	\$73,930	\$73,930	\$591,440
9	\$0	\$73,930	\$73,930	\$665,370
10	\$0	\$73,930	\$73,930	\$739,300
11	\$0	\$73,930	\$73,930	\$813,230
12	\$0	\$73,930	\$73,930	\$887,160
13	\$0	\$73,930	\$73,930	\$961,090
14	\$0	\$73,930	\$73,930	\$1,035,020
15	\$0	\$73,930	\$73,930	\$1,108,950
Total	\$0	\$1,108,950	\$1,108,950	

The procedure used to calculate savings is described in Schedule C.

# SCHEDULE C: METHODOLOGY AND BASELINE

## NON-MEASURED SAVINGS

- A. Overview of M&V Plan, and Savings Calculation
- B. Annual Non-Measured Savings
- C. Performance Period Validation Activities

### A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Customer and ESCO agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by Customer or ESCO, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Schedule B. Section B details the agreed upon savings by measure and by category.

### B. Annual Non-Measured Savings

#### Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Projected Savings Commencement Date. The annual savings in the table below for each measure will be claimed for each Year after the Projected Savings Commencement Date.

School	Description	Annual Cost Savings
Marshall Fundamental	HVAC replacements	\$48,030.82
Marshall Fundamental	Exterior LED Replacements	\$6,591.67
Marshall Fundamental	Interior LED Replacements	\$12,785.92
Marshall Fundamental	Plug Load Management	\$2,669.12
Marshall Fundamental	BAS Controls	\$3,852.87

Any savings accrued prior to the Projected Savings Commencement Date will be considered Excess Savings.

### C. Performance Period Validation Activities

Although no measurements will be performed to determine the magnitude of the achieved savings, ESCO will perform the validation exercises required by the Proposition 39 guidelines and will notify Customer of the effectiveness of Customer's utilization of the Utility Cost Savings measures in Paragraph B.

## SCHEDULE D: COST BREAKOUT

The following chart breaks down the total cost of the turnkey project at Marshall Fundamental School.

<b>Scope of Work</b>	<b>Project Cost</b>	<b>% of Total Project Cost</b>
Roof Top Unit (RTU) Replacement	\$1,035,757	30.3%
Building Automation System Upgrade	\$521,031	15.2%
Interior LED Upgrade	\$420,731	12.3%
Exterior LED Upgrade	\$68,391	2.0%
Plug Load Management	\$19,307	0.6%
<b>Subtotal Contracts</b>	<b>\$2,065,217</b>	<b>60.3%</b>
Investment Grade Audit / Energy Expenditure Plan	\$42,891	1.3%
Engineering / Pre-Construction Services	\$86,135	2.5%
Final Design Engineering	\$96,166	2.8%
Contract Management	\$41,677	1.2%
Site Supervision	\$189,325	5.5%
Acceptance Testing & Commissioning	\$68,351	2.0%
Safety	\$30,175	0.9%
Warranty	\$5,367	0.2%
Bonds & Insurance	\$44,393	1.3%
Prop 39 M&V / Services	\$16,576	0.5%
Training	\$19,978	0.6%
<b>Subtotal Direct Expense</b>	<b>\$641,035</b>	<b>18.7%</b>
G&A Overhead	<b>\$478,080</b>	<b>14.0%</b>
Profit	<b>\$239,040</b>	<b>7.0%</b>
<b>Total Project Cost</b>	<b>\$3,423,371</b>	<b>100%</b>

## FORM 1: CERTIFICATION REGARDING CONTRACTOR REGISTRATION

**District:** Pasadena Unified School District  
**Contractor:** Schneider Electric Buildings Americas, Inc.  
**Contract:** Energy Services Contract dated June 22, 2017

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) I am a duly-authorized representative of the Contractor and, in that capacity, I have executed this certification on behalf of the Contractor.
- (ii) The Contractor is aware and acknowledges that, on and after March 1, 2015, and except as authorized by Business and Professions Code Section 7029.1 and Public Contract Code Section 20103.5, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iii) The Contractor is aware and acknowledges that, on and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iv) The Contractor is aware and acknowledges that, notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District may cancel the Contract and/or replace the Contractor or Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5, and the Contractor and/or its surety shall be responsible for any and all associated costs incurred by the District.
- (v) The Contractor and each Subcontractor who will perform any of the Work are duly registered with the DIR pursuant to Labor Code Section 1725.5.
- (vi) Evidence (in the form described in the note below) that the Contractor and each Subcontractor are duly registered with the DIR pursuant to Labor Code Section 1725.5 is attached to this certification.

Representative Name: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Note:** This certification must be accompanied by print-outs of the applicable screens on the DIR website evidencing that the Contractor and all Subcontractors are currently registered pursuant to Labor Code Section 1725.5.

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

**Topic:** APPROVAL OF CONTRACT INCREASE TO THE ARCHITECTURAL & ENGINEERING SERVICE AGREEMENT WITH WLC ARCHITECTS AT LONGFELLOW ELEMENTARY SCHOOL

**RECOMMENDATION:** The Board of Education approve the increase of Contract to the Architectural & Engineering Service Agreement with WLC Architects for the Longfellow Elementary New Kitchen Building and lunch shelter project.

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

**I. BACKGROUND**

On July 28, 2016 the Board of Education approved to amend the Architectural & Engineering service agreement with WLC Architects for architectural/engineering services in design at Longfellow Elementary School in the amount of \$52,640.00

**II. STAFF ANALYSIS**

District staff recommends approving the added architectural and engineering design services proposal for Phase 1 work and the proposed Facilities Site Master Plan. WLC will provide Pasadena Unified School District with architectural and engineering design services including but not limited to preparing plans and specifications with WLC Architects for the Longfellow Elementary School Modernization Project.

The Facilities Committee vetted this Board Report on June 22, 2017.

**Attachment:** WLC Architectural Proposal.

**III. FISCAL IMPACT**

Funds in the not to exceed amount \$445,195.00 are available from the MTT Modernization funding Longfellow account.

**Pasadena Unified School District  
Board of Education Agenda: June 22, 2017  
Prepared by: *Nelson M. Cayabyab, Chief Facilities Officer***

**Funding Code:** 21.1-95050.0-00000-85000-6210-0380000

Originator: Nelson M. Cayabyab, Chief Facilities Officer



April 6, 2017

Mr. Nelson Cayabyab  
Chief Facilities Officer  
Pasadena Unified School District  
740 West Woodbury Road  
Pasadena, CA 91103

Re: Architectural/Engineering Services Fee Proposal  
Longfellow Elementary School Addition and Modernization  
Pasadena Unified School District  
Project 1615700.06

Dear Mr. Cayabyab:

WLC Architects, Inc. is pleased to submit a proposal to provide architectural/engineering design services to the Pasadena School District for Phase 1.

Phase 1 will include the addition of the Kitchen Building, lunch shade structure, covered metal walkway connecting the new kitchen facilities to the existing building, the modernization to the existing Auditorium, the parking lot expansion, the playground asphalt pavement resurfacing/replacement, and accessibility upgrades at Longfellow Elementary School.

Please refer to the attached approved Option 1 conceptual site plan for the Phase 1 work and the proposed Facilities Site Master Plan.

**Scope of the Work and Services:**

WLC will provide Pasadena School Unified District with architectural and engineering design services including but not limited to preparing plans and specifications.

We anticipate that the projects at Longfellow Elementary Schools will require the following design disciplines:

- Architectural Design
- Civil Engineering
- Landscape Design
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering
- Food Services

Mr. Nelson Cayabyab  
Architectural/Engineering Services Fee Proposal  
Longfellow Elementary School Addition and Modernization  
Pasadena Unified School District  
Project 1615700.06  
April 6, 2017  
Page 2

Our work will be spread across the phases as defined in the Master Agreement and invoices shall be prepared to match the following percentages:

Schematic Design Phase	10%
Design Development Phase	15%
Construction Documents Phase	40%
DSA Approval Phase	5%
Bidding Phase	2%
Construction Administration Phase	20%
Project Closeout Phase	8%
<hr/>	
Total Fee:	100%

**Excluded Services:**

The following services are specifically excluded from the services anticipated within this proposal.

- DSA plan check fees
- DSA inspector of record
- Special Inspection and Material testing
- Topographic and boundary survey engineering
- Site geotech/soil borings
- Fire hydrant flow testing
- Geotechnical investigations
- Hazardous material studies and reports
- SWPPP and WQMP studies
- Seismic safety studies and reports
- Fire sprinkler design
- Commissioning per Green Code
- CDE project review fees
- Utility City/County fees and inspections
- CEQA consultant

**Fee Proposal:**

WLC estimates the professional fees based on a percentage of the construction costs.

**Phase 1:**

1. New Construction:

a. Kitchen Building: Estimated construction cost: 2,000 sf x \$450/sf =	\$ 900,000.00
b. Lunch shade structure and covered walkway: 4,900 sf x \$375/sf =	1,837,500.00
<b>Total New Construction Cost:</b>	<b>\$ 2,737,500.00</b>

2. Modernization:

a. Existing Auditorium: 4,600 sf x \$250/sf =	\$1,150,000.00
b. Site improvements of parking expansion: 19,500 sf x \$10/sf =	195,000.00
c. Site improvements of exterior outdoor amphitheater: 4,200 sf x \$10/sf =	42,000.00
d. Site improvements of playground asphalt pavement resurfacing/replacement: 55,000 sf x \$10/sf =	550,000.00
e. Accessibility upgrades	50,000.00
<b>Total Modernization Construction Cost:</b>	<b>\$ 1,987,000.00</b>

**Phase 1: Total Construction Costs: \$4,724,500.00**

**Phase 1:**

<b>New Construction Sliding Scale</b>	<b>\$ 2,737,500.00</b>
9% of the first \$500,000	45,000.00
8.5% of the next \$500,000	42,500.00
8% of the next \$1,000,000	80,000.00
7% of the next \$4,000,000	51,625.00
<b>Subtotal</b>	<b>\$ 219,125.00</b>

<b>Modernization Sliding Scale</b>	<b>\$ 1,987,000.00</b>
12% of the first \$500,000	60,000.00
11.5% of the next \$500,000	57,500.00
11% of the next \$1,000,000	108,570.00
<b>Subtotal</b>	<b>\$ 226,070.00</b>

Mr. Nelson Cayabyab  
 Architectural/Engineering Services Fee Proposal  
 Longfellow Elementary School Modernization  
 Pasadena Unified School District  
 Project: 1615700.06  
 January 11, 2017  
 Page 4

**Phase 1:**

<b>Total Fee</b>		
New Construction Sliding Scale	\$	219,125.00
Modernization Sliding Scale		226,070.00
<b>Total Fee</b>	<b>\$</b>	<b>445,195.00</b>

**Reimbursable/Additional Expenses:**

Reimbursable expenses will be limited to DSA submittal and bid set printing costs. Other additional services will be proposed by WLC and approved by the Pasadena Unified School District prior to commencing any additional design work.

**Schedule:**

WLC understands that time is of the essence and we are prepared to commence work on the construction document work upon being given a Notice to Proceed. WLC understands that PUSD would like to start construction of the work as soon as possible. Below is the anticipated project schedule:

<u>Task</u>	<u>Proposed Start / Completion Date</u>
Schematic Design Phase	March 2017 / April 2017
Design Development Phase	April 2017 / May 2017
Construction Document Phase	May 2017 / October 2017
Bidding and Negotiation Phase	TBD
Construction Administration Phase	TBD

If this proposal meets your approval, please sign and return it to my office.

Submitted by:

Approved by:

ROBERT J. HENSLEY  
 Architect, AIA  
 LEED™ AP  
 Chairman, Principal

NELSON CAYABYAB  
 Chief Facilities Officer  
 Pasadena Unified School District

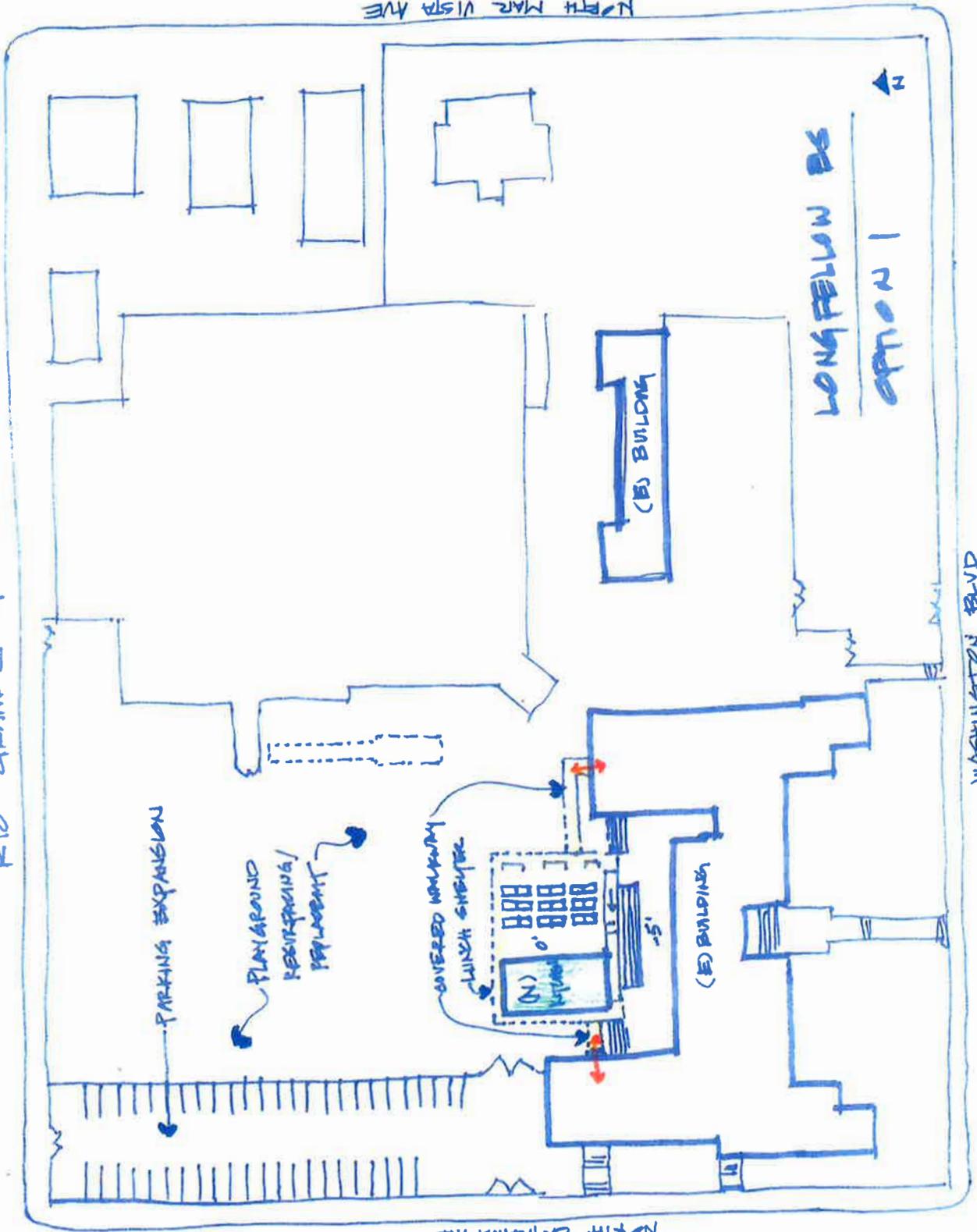
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Attachments: Approved Option 1, Proposed Facilities Site Master Plan

cc: Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.  
 Konni Wong, LEED™ AP BD+C, Project Manager, WLC Architects, Inc.

RIO GRANDE ST

NORTH MAR VISTA AVE

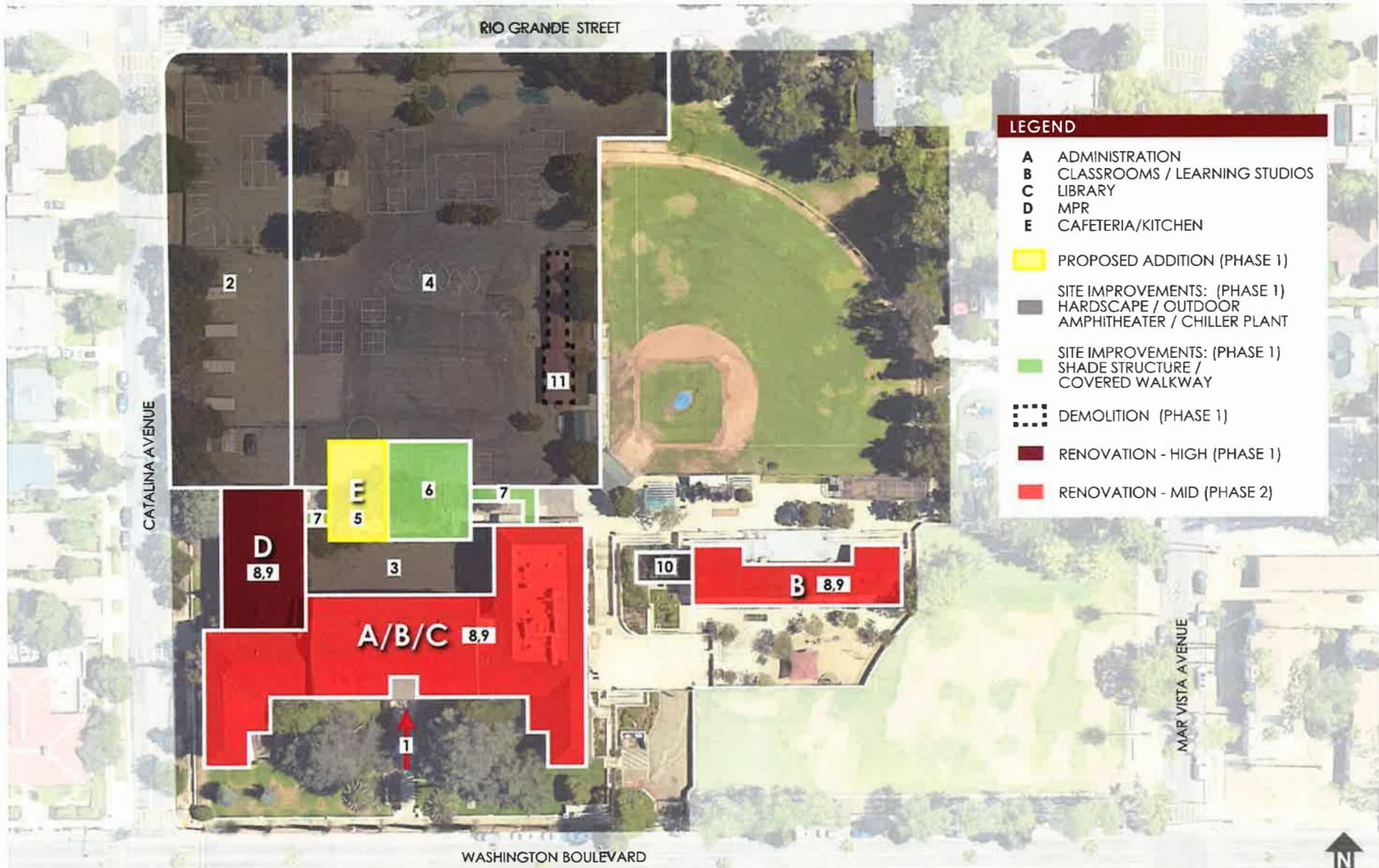


NORTH CATALINA AVE

WASHINGTON BLVD

LONG FELLOW BS  
OPTION 1





**PROPOSED ACTIONS**

- |   |   |   |   |
|---|---|---|---|
| <ul style="list-style-type: none"> <li>1. School Main Entrance</li> <li>2. Proposed Parking Lot Expansion</li> <li>3. Proposed Outdoor Amphitheater</li> <li>4. Hardscape Playground Rework</li> <li>5. Proposed Kitchen Building</li> <li>6. Proposed Shade Structure</li> </ul> | <ul style="list-style-type: none"> <li>7. Proposed Covered Walkway</li> <li>8. Campus-Wide Modernization: Complete Interior Renovation, HVAC Repair, Light Fixture Repair/Replacement, Restroom Facilities, Sinks, Drinking Fountains, Connectivity Between Classrooms, Cabinetry, Exterior Painting, Window Replacement</li> </ul> | <ul style="list-style-type: none"> <li>9. (E) Building – Technology Upgrades and New Flexible Furniture/ Equipment for 21st Century Learning Environment</li> <li>10. Proposed Chiller Plant Replacement</li> </ul> | <ul style="list-style-type: none"> <li>11. Removal of Existing Shade Structure</li> </ul> |
|---|---|---|---|



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

**Topic:** APPROVAL OF ARCHITECTURAL & ENGINEERING SERVICES PROPOSAL WITH WLC ARCHITECTS FOR THE JACKSON MODERNIZATION PARKING LOT EXPANSION PROJECT.

<b>RECOMMENDATION:</b> The Board of Education approves the Architectural & Engineering design services proposal with WLC Architects in the amount not to exceed \$115,611.00
--

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

**I. BACKGROUND**

On November 17, 2016 the board approved, board report 1116-F with WLC Architects for architectural & engineering services due to an increase scope of work on the project resulting from several meetings with the school site council and school staff. This proposal separates the parking lot and site improvements scope of work from the overall project. Staff was directed to hold-off on the new building and kitchen modernization project due to budget constraints and the immediately need of the parking lot and drop-off. The plan is out of DSA and is on the list of priorities for the remaining MTT projects.

**II. STAFF ANALYSIS**

District staff recommends approving the Architectural & Engineering services fee proposal with WLC Architects for Jackson Elementary School parking lot expansion project. The Jackson Parking Lot expansion scope of work includes a new drop-off area, parking lot expansion with landscape areas and rework playfield area.

This Board Report was vetted by the Facilities Committee on June 22, 2017.

**Attachment:** Revised Jackson fee proposal

**III. FISCAL IMPACT**

Funds in an amount not to exceed \$156,611.00 are available in the Measure TT- Jackson Elementary Account.

**Pasadena Unified School District**  
**Board of Education Agenda: *June 22, 2017***  
**Prepared by: *Nelson M. Cayabyab, Chief Facilities Officer***

**Funding Code:** 21.1-95052.0-00000-85000-6210-0280000

Originator: Nelson M. Cayabyab, Chief Facilities Officer



May 25, 2017

Mr. Nelson Cayabyab  
Chief Facilities Officer  
Pasadena Unified School District  
740 Woodbury Road  
Pasadena, CA 91103

Re: Architectural / Engineering Services Fee Proposal  
**Jackson STEM Parking Lot Expansion**  
Project 1612701.06

Dear Mr. Cayabyab:

WLC Architects, Inc. is pleased to submit a proposal to provide architectural/engineering design services to the Pasadena Unified School District for the above mentioned project.

Per your request in February 2017, we have separated the parking lot and site improvements scope of work from the overall project (WLC project number 1612700). Now that the project obtained DSA approval on April 28, 2017, and construction will commence in summer 2018, we will be adjusting our architectural fees. Below is a breakdown of the fees.

Please refer to the attached Exhibit A for the itemized cost breakdown.

**Scope of Work and Services:**

WLC will provide Pasadena Unified School District with architectural and engineering design services including but not limited to preparing plans and specifications.

We anticipate that the projects at Jackson Elementary School will require the following disciplines:

- Architectural Design
- Civil Engineering
- Landscape Design
- Electrical Engineering

Mr. Nelson Cayabyab  
Architectural/Engineering Services Fee Proposal  
Jackson STEM Parking Lot Expansion  
Project 1612701.06  
May 25, 2017  
Page 2

Our work will be spread across the phases as defined in the Master Agreement and invoices shall be prepared to match the following percentages:

Schematic Design Phase	10%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding Phase	5%
Construction Administration Phase	20%
<u>Project Closeout Phase</u>	<u>5%</u>
<b>Total Fee:</b>	<b>100%</b>

**Excluded Services:**

The following services are specifically excluded from the services anticipated within the proposal.

- DSA Plan Check Fees
- DSA Inspector of Record
- Special Inspection and Material Testing
- Topographic and Boundary Survey Engineering
- Site Geotech/Soil Borings
- Fire Hydrant Flow Test
- Geotechnical Investigations
- Hazardous Material Studies and Reports
- SWPPP and WQMP Studies
- Seismic Safety Studies and Reports
- Fire Sprinkler Design
- Commissioning per Green Code
- CDE Project Review Fees
- Utility City/County Fees and Inspections
- CEQA Consultant
- Furniture, Fixtures, and Equipment (FFE)

Mr. Nelson Cayabyab  
 Architectural/Engineering Services Fee Proposal  
 Jackson STEM Parking Lot Expansion  
 Project 1612701.06  
 May 25, 2017  
 Page 3

**Fee Proposal:**

WLC estimates that the professional fees are based on a percentage of the construction costs.

<b>Modernization Sliding Scale</b>	<b>\$</b>	<b>1,355,558.00</b>
12% of the first \$500,000		60,000.00
11.5% of the next \$500,000		57,500.00
11% of the next \$1,000,000		39,111.00
<b>Total Fee</b>	<b>\$</b>	<b>156,611.00</b>

**Reimbursable/Additional Expenses:**

Reimbursable expenses will be limited to DSA submittal and bid set printing costs. Other additional services will be proposed by WLC and approved by Pasadena Unified School District prior to commencing any additional design work.

**Schedule:**

WLC understands that time is of the essence and we are prepared to commence work on the construction documents upon being given a Notice to Proceed. WLC understands the PUSD would like to start construction of the work as soon as possible. Below is the anticipated project schedule:

<b>Task</b>	<b>Scheduled Start</b>	<b>Scheduled Finish</b>
Schematic Design Phase	February 2017	February 2017
Design Development Phase	March 2017	March 2017
Construction Document Phase	April 2017	April 2017
DSA Plan Check Submittal and Approval	April 28, 2017	April 28, 2017
Bidding and Negotiation Phase	Summer 2018	Summer 2018
Construction Administration Phase	Summer 2018	Summer 2018

If this proposal meets your approval, please sign and return it to my office.

Sincerely,

ROBERT J. HENSLEY  
 Architect, AIA  
 LEED™ AP  
 Chairman, Principal

RJH:KW:hb/P01612701x1-prp

Attachment: Exhibit A

Approved by,

NELSON CAYABYAB  
 Chief Facilities Officer  
 Pasadena Unified School District

cc: Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.  
 Konni Wong, LEED™ AP BD+C, Project Manager, WLC Architects, Inc.

<b>JACKSON ES PARKING LOT EXPANSION SCOPE SUMMARY(1612701.02)_May 1, 2017</b>				
<b>Project Description</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Funding Amount</b>
<b>A</b> Site Improvements				
Provide new drop-off area, parking lot expansion with landscape areas. Rework playfield area	65,600	sf	\$12	\$787,200
<b>Subtotal</b>				<b>\$787,200</b>
<b>Construction Cost Subtotal</b>				<b>\$787,200</b>
Site Contingency (Unforeseen Condition)		10%		\$78,720
Small Project Factor		35%		\$275,520
Bond/Insurance		4%		\$31,488
Contractor O,H & P		15%		\$118,080
<b>Construction Cost Total</b>				<b>\$1,291,008</b>
Escalation (5% per year)		5%		\$64,550
<b>PROJECTED CONSTRUCTION COST TOTAL</b>				<b>\$1,355,558</b>

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

**Topic:** APPROVAL OF LEASE OF THREE RELOCATABLE CLASSROOM BUILDINGS FOR NORMA COOMBS ELEMENTARY SCHOOL'S INTERIM HOUSING DURING CONSTRUCTION OF THE NORMA COOMBS ELEMENTARY SCHOOL NEW ADMIN AND CLASSROOMS PROJECT.

**RECOMMENDATION:** The Board of Education approve a two year lease of three relocatable classroom buildings from Impact Modular Leasing, Inc. for interim housing use during construction of the new administration building and new classrooms.

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

**I. BACKGROUND**

In order to support the programs at Norma Coombs Elementary School the campus is in need of interim housing from the damages caused by fallen trees of the existing classroom portables. The interim housing classrooms (3) will be needed for the next two (2) years or the duration of new construction projects. These three interim housing portables will replaced the three existing classrooms damaged from fallen trees that rendered these buildings unsafe to use by students and staff.

**II. STAFF ANALYSIS**

District staff recommends approving the new proposed agreement to provide interim housing for Norma Coombs Elementary School with the total outlay of funds in the amount of a not to exceed amount of \$84,000.00 for three (3) portable classroom buildings for a period of two (2) years lease period. The expected length of construction for the Norma Coombs Elementary School New Admin and Classrooms Project is eighteen months with a start date of July 2017.

The Facilities Committee vetted this Board Report on June 22, 2017.

**Attachments:** Impact Modular Leasing, Inc. Lease Agreement

**III. FISCAL IMPACT**

The initial installation fee of \$20,625.00 and a return fee of \$9,900.00 when the tow year lease period is completed. In addition, to the monthly fee total of \$2,235.00 per month for the three portables with a not exceed total \$84,000.00. These funds are available in the Norma Coombs Elementary School Modernization Measure TT Project Account.

**Pasadena Unified School District**  
**Board of Education Agenda:** *June 22, 2017*  
**Prepared by:** *Nelson M. Cayabyab, Chief Facilities Officer*

**Funding Code:** 21.1-95126.0-00000-85000-6183-0500000

Originator: Nelson Cayabyab, Chief Facilities Officer



**Lease Quotation and Agreement**

Quotation Number: 13120

Quotation Reference:

Date of Quote: 4/24/2017

**Terms: 24 month lease**



**Floor Plans**

**All drawings and specifications are nominal**

**Special Notes**

**Buildings containing a restroom(s):** Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

**Flooring (carpet):** This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a extended or custom rails by others. Ramp skirting is optional. Impact provides used/refurbished ramps - new ramps available for purchase only.

**Stairs:** Impact standard 30" fixed height, one-piece metal stairs are provided at no additional charge. Securing stairs to the modular, adjusting stairs to the threshold of the doorway, adjusting the treads, landing or handrails to meet local, state or federal requirements is the sole responsibility of the lessee.

**Tie-downs:** Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is by others. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.

**Used building rental:** Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.

**Additional Information**

- \* Quote is valid for 30 days
- \* Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Customer. Unless noted, prices do not include permits, temporary power, engineering, taxes or utility hookups.
- \* Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Impact Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
- \* This transaction is subject to prior credit approval and all terms, conditions, and attachments of Impact's standard contract. Security deposit and payment in advance may be required.
- \* Rent will be billed in advance every 30 calendar days, on the first of every month.
- \* **Prices do not include applicable sales and property tax.**

**Lease Quotation and Agreement**

Quotation Number: 13120

Quotation Reference:

Date of Quote: 4/24/2017

**Terms: 24 month lease**



**Impact Modular Easy Lease... Sign Me Up!**

**Getting your modular building on its way has never been easier... and faster.** With Impact Modular Easy Lease you can convert your Lease Quotation directly into a Lease Agreement by signing below. **It's easy as 1, 2, 3.** Once we receive your signed Easy Lease option, we'll finalize your building details and get your project on its way.

**1. Review and acknowledge agreement.**

This Quotation is subject to Impact Modular Leasing, a California corporation, herein known as lessor (the "Lessor") credit approval of Customer, herein known as lessee (the "Lessee"). Lessor does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Lessor's Lease or Sale Agreement. Such lease or sale, and customer's agreement thereto, is subject to Lessor's standard terms and conditions. Customer may request a copy of the terms and conditions from Lessor. If customer has previously executed a master agreement with Lessor, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Lessee shall be effective against Lessor, whether made hereon, contained in any printed form of Lease or elsewhere, unless accepted in writing by Lessor. Any conditions of the Lessor's Lease or Sale Agreement shall carry no force or effect except as an instrument of billing.

**Lessor:**  
**Impact Modular Leasing**

**Lessee:**  
**Pasadena USD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**2. Request your delivery date.**

Requested delivery date: Late 2017

Please note: For modular buildings, as a "rule of thumb" allow one day per module/floor to accommodate for set up after delivery. We will attempt to meet your desired date. However, the date is subject to change based on equipment availability and readiness and must be confirmed by an Impact Modular representative.

**3. Tell us how you would like to pay.**

Bill me on approved credit (you will be sent an invoice for payment as charges are incurred)

Credit card payment (a representative will contact you to obtain the credit card information for billing)

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

**Topic:** APPROVE THE ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES PROPOSAL BY LPA, INC. FOR ADDITIONAL SITE VISITS BY THE STRUCTURAL ENGINEER FOR THE WASHINGTON ACCELERATED ELEMENTARY SCHOOL PROJECT

**RECOMMENDATION:** The Board of Education approve the additional construction administration services by the LPA Structural Engineer for the Washington Accelerated Elementary School project in the amount not to exceed \$18,000.00.

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

**I. BACKGROUND**

LPA, Inc. is currently under contract with District to provide Construction Administration services as the Architect for the Washington Accelerated Elementary School project. Additional construction site visits by the LPA's SEOR (Structural Engineer of Record) are recommended in order to provide additional oversight and analysis of the contractor's work in the field and to expedite resolution and administration of structural RFIs for the project.

**II. STAFF ANALYSIS**

District staff recommends approving the proposal from LPA, Inc. for additional construction administration services to be provided by LPA's structural engineer.

The Facilities Committee vetted this Board Report on June 22, 2017.

**Attachment:** Additional Services Proposal for Washington Accelerated Elementary School from LPA, Inc.

**III. FISCAL IMPACT**

Funds in the amount of \$18,000.00 are available in the Measure TT Account for the Washington Accelerated Elementary School project. This is an added service needed due to the extension of the construction contract.

**Pasadena Unified School District**  
**Board of Education Agenda:** *June 22, 2017*  
**Prepared by:** Nelson M. Cayabyab, Chief Facilities Officer

**Funding Code:** 21.1-95045.0-00000-85000-6210-0750000

Originator: Nelson Cayabyab, Chief Facilities Officer

June 22, 2017

5161 California Avenue, Suite 100, Irvine, California 92617



p. 949.261.1001  
w. lpainc.com

f. 949.260.1190  
e. lpa@lpainc.com

June 2, 2017

Mr. Nelson Cayabyab  
**Chief of Facilities**  
Pasadena Unified School District  
740 Woodbury Road  
Pasadena, CA 91103

**Re: Washington Accelerated Elementary School  
Additional Structural Engineer Site Visits  
LPA Project No. 29045.20**

Dear Nelson:

As a follow up to recent discussions between the District and LPA, please accept this additional services proposal for increasing the number of site visits per week for the above referenced project by the structural engineer of record (SEOR).

These additional SEOR site visits requested by the District are intended to expedite the review of and the inspection process for the numerous steel stud framing deviations that have occurred and continue to occur on Building C. Please note that LPA will not be inspecting as-constructed conditions or the ongoing stud framing operations but will review and assess those conditions identified by the project's inspection team as not conforming with the approved construction documents. The subject conditions will be documented in either a confirming RFI generated by the contractor or a LPA issued CCD which may require submission to DSA for review and approval.

Please note that the project SEOR has made two site visits to date (5-30-17 and 6-01-17). LPA's proposal is for the structural engineer(s) to visit the site twice a week for the next (4) weeks ending June 23 2017. This arrangement was discussed with Anson Rane and Tom Presnell on 5-24-17 and all agreed to the approach outlined herein.

In accordance with our master agreement dated June 15, 2009, 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.

Our fee proposal is as follows:

- Weekly fee of \$4,500.00 X 4 weeks = \$18,000.00 Total.

As noted above our twice weekly visits have commenced. As such, LPA is requesting that the District provide written acceptance of this proposal within 24hrs of receiving it and that it be placed on the next upcoming Board's agenda for formal approval. In advance, thank you. We look forward to the District's subsequent approval of this additional service proposal and issuance of an appropriate District P.O. LPA's billing for these enhanced services will be reflected starting with our June 2017 invoice to be submitted to the District July 2017. Please feel free to contact me with any questions or comments you may have regarding this proposal.

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 OF THE PROPOSAL TO INCREASE CONTRACT WITH ALL AREAS INSPECTION FOR INSPECTION SERVICES AT THE SIERRA MADRE MIDDLE SCHOOL NEW CONSTRUCTION PROJECT.

**RECOMMENDATION:** The Board of Education to approve the cost proposal from All Area Inspections Corp. for Inspection Services for the Sierra Madre Middle School New Construction Project Contract in the amount Not to Exceed \$20,000.

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

**I. BACKGROUND**

During the program phase of the Facilities Master Plan a Request for Qualifications (RFQ) was conducted in the early spring of 2010. Four firms were selected and All Area Inspections was one of the Four firms were pre-qualified to provide this service. All Area Inspections was designated as the Project Inspector from the inception of this project. This added service is necessary until project completion. This project is expected to be completed in January 2017.

**II. STAFF ANALYSIS**

District staff recommends the approval of Not to Exceed Cost Proposal for DSA Class 1 inspector at the Sierra Madre Middle School New Construction project. The not-to-exceed amount of \$20,000.00 is necessary to continue pay for the Project Inspection services invoices from November 2016 until the June 2017.

The Facilities Committee vetted this report on June 22, 2017.

**Attachment:** Cost Proposal from All Area Inspection Corp.

**III. FISCAL IMPACT**

Funds in an amount not to exceed \$20,000 are available in the Measure TT Account.

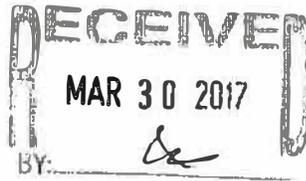
**Pasadena Unified School District  
Board of Education Agenda: June 22, 2017  
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

**Funding Code:** 21.1-95038.0-00000-85000-6285-0520000

Originator: Nelson M. Cayabyab, Chief Facilities Officer



Attachment-BR 1213-F  
June 22, 2017



LIGHT RAIL EXPERIENCE  
GEOTECHNICAL  
CPESC LEED AP  
MATERIAL TESTING  
CERTIFIED PAYROLL SERVICES  
DSA OSHPD MEP  
QA / QC SINCE 1986

INGLEWOOD NATIVE  
Complete Design / Build Services  
Complete Design / Build Services  
Certified Onsite / Laboratory  
CPA On Staff  
Total Construction Inspection Services  
State Licensed Construction Supervisor

# All Area Inspections Corp.

## Proposal to provide Additional DSA Project Inspector Services

DATE: March 29, 2017      ATTN: Mr. Nelson Cayabyab  
Chief of Facilities  
Pasadena Unified School District  
740 West Woodbury Avenue  
Pasadena, California 91130

SUBJECT: Proposal Project Sierra Mesa Fundamental School Measure TT  
DSA Appl. #: 03-113430  
File #: 19-80  
Estimated Time Completion Purchase Order

Mr. Cayabyab,

All Area Inspections Corp., proposes to provide DSA Class 1 Inspection Services for the above mentioned project; Hourly rate of \$79.00 (Seventy Nine Dollars).

New date of Warranty Work Completion is March 31, 2017 and services provided for Punch List items is estimated March 31, 2017. This addendum contract shall not exceed \$20,000.00(Twenty Thousand Dollars).

Contract extension length ongoing estimated until March 31, 2017

  
Shawn Wakeen      President All Area Inspections Corp      3-29-17  
Title      Date

INGLEWOOD HEADQUARTERS  
Freeman Medical Arts Center 301  
North Prarie Ave., Suite 125  
Inglewood, CA 90301

### CORPORATE OFFICE

456 East Orange Grove Blvd, Suite 301  
Pasadena, CA 91104  
O: 800-998-1850 | C: 949-922-4677  
www.allareacorporation.com

### SATELLITE OFFICE

225 South Lake Ave., Suite 300  
Pasadena, CA 91101

Contracted Projects									
Staff Priority	Location	Project	Contracted Costs	Scope of Work	Name Contractor	AE	PM Initials	NOC date expect, % completion	DSA status
1)	Washington Accelerated	Modernization	\$10.1Million	New Construction of the MPR, Kitchen & New classroom building (11 classrooms).	G2K	LPA	Anson & Kris Z.	66%	Contracted
2-a)	Pasadena High School	Modernization & gym	\$15.2M	Modernize the existing gym and locker rooms.	The Nazerian	F & M	George K.	20%	Contracted
2-b)	Pasadena High School	Campus Appearance	\$1.8 Million	Modernize the curb appeal and frontage of the administration building.	Out to bid	F & M	George K.		In the bidding process
2-c)	Pasadena High School	ADA Upgrades	\$100K	Replace and repair campus wide to make the site in compliance with current accessibility requirements.	TBD	F & M	George K.	0%	Out of DSA expect to bid summer 2018
2-d)	Pasadena High School	Campus Restrooms	\$800K	Continue the replacements and replace of staff/site restrooms - to meet accessibility requirements.	TBD	F & M	George K.	0%	out of DSA expect to bid summer 2017
3-a)	John Muir High School	Modernization	\$27.3Million	This project includes, kitchen areas and external amphitheater.	The Nazerian	WLC	George K.	20% complete	Contracted
3-b)	John Muir High School	Black Box	\$1.9 Million	KLRNS TV & Black Box Studio	The Nazerian	WLC	George K.	97% complete NOC expected June 2017	Contracted
3-c)	John Muir High School	ADA Campus-Wide	\$113K	Campus-wide code compliance to accessibility. ADA for Building D funding source CBDG grant (\$100,000.00) additional funding needed from MTT	TBD	WLC	George K.	0%	At DSA for review
4)	Blair High School	Modernization	\$24 Million	Modernization of the existing high school building as the Blair HS.	Pinner Construction	GKK	Rick K., Anson & Kris	5%	Contracted
4-a)	Blair High School	Track & Field	\$900 K	Rehab of the DG field to an artificial track.f Note: Only when other funding sources have been identified then it will be brought up to the board for approval	TBD	PJHM	Anson R.	On Hold	Planning on hold until funding sources are identified with other agencies other than MTT.
Proposed Projects									
The Board will make a decision on the June Board meeting on this list of priorities.	Location	Project	Estimated Costs	Scope of Work	Name Contractor	AE	PM Initials	NOC date expect, % compl	DSA status
5)	Norma Coombs Elementary School	Modernization	\$6.9 Million	New admin building and classrooms (4)	Shenk (pending approval- June Board Mtg)	F & M	Anson & Kris Z.		Award the Bid in June for BoE approval
6)	Don Benito Elementary School	Modernization	\$3.8 Million	Modernize the (new construction) admin building with a library and computer labs. This project interim housing is part of this project scope. Two portables will need to be moved where the admin building is located before construction can begin.	Waiting for back-check approval from DSA	PBWS	Anson & Kris Z.		Pending back check expected bid date March 2018
6-a)	Don Benito Elementary School	Interim Housing	\$200k	Moved and provide interim housing for the Don Benito Modernization (2 portables from upper to lower field)	TBD	TBD	Anson & Kris		On Hold (needs planning and site design)
7)	Roosevelt Elementary School	Modernization	\$5.2 Million	New Kitchen, MPR & Shade Struct. Note: The PWP (city phase 1) replace and install new water main piping from city source to the site will begin in June 2017.	Waiting for back-check approval from DSA.	ONYX	George K.	PWP main water line start date June 2017. Dec. 2017 project modernization start date.	At DSA for review
8	Longfellow Elementary School	Kitchen & Shade structure	\$2 Million	New kitchen and shade	Planning in progress	WLC	Rick K. & Shirley		Planning and Design in progress- not yet submitted to DSA

Proposed Projects									
The Board will make a decision on the June Board meeting on this list of priorities.	Location	Project	Estimated Costs	Scope of Work	Name Contractor	AE	PM Initials	NOC date expect, % compl	DSA status
8-a)	Longfellow Elementary School	Chiller & Plant Replacement	\$1.3 Million	New chiller plant and its ancillary supporting systems.		WLC & Southland (HVAC Design Build Project)	Rick K. James V. & Shirley		Planning and Design in progress- not yet submitted to DSA
Planned projects to be completed by the remaining Measure TT funding									
9)	San Rafael Elementary School	Parking Expansion & Modernization Plans	\$2 Million	New parking design to meet the immediate need during drop-off, etc. Modernization Plans on hold until site programs have been designated.		AE TBD Note: DC & PBK completed the feasibility study	Nelson		In planning
10)	Linda Vista New Construction	Plans and A&E Services only	\$900 K	Plans for new construction at this site.		AE TBD Note: DC & PBK completed the feasibility study	Nelson		In planning
11)	Eliot Middle School	HVAC Caf6/Modernization	\$1M	Add an HVAC system to the Cafeteria. Prop 39/MTT funding.	Schneider (DB)	Swift Lee	James Vu		In planning
12)	Marshall	Auditorium HVAC & EMS	\$1M	Add and HVAC system to the auditorium. Prop 39/MTT funding. A design build project with Schneider.	Schneider (DB)	Swift Lee	James Vu, George K.		In planning
13)	Madison Elementary School	Madison Access and Phase One (Plans Only)	\$51 K	Required for code compliance.		PJHM	Shirly,		Project on Hold
14)	Franklin Elementary School	Franklin Structural and Drainage	1.7 Million	Structural and drainage repairs.		PJHM	Anson, Shirley		In planning
15-a)	Wilson Middle School	Auditorium Upgrade	\$1.5 Million	HAZMAT Removal and HVAC mod. Both plans need to be together in the design phase (#16 & #16a - these two projects can be bid separately)		Swift Lee	James Vu, George K.		In planning
15-b)	Wilson Middle School	Auditorium HVAC/HAZMAT	\$2 Million	Removal of HAZMAT in the auditorium and HVAC installation (see note on #16)	Schneider (DB)		James Vu, Nelson		In planning
16)	Willard Elementary School	Campus Drainage and Bldg. Rain Scuppers	\$50K	The drainage to the campus is undersized and needed rain scuppers.		Swift Lee	Shirly, George K.		In planning
17)	McKinley	Basement Damage Repair	\$45K	Ruptured pipe in the basement rendered restrooms not operational.		Onyx	Kahlil, Rick K.		Finalizing construction docs. Expect bid Summer 2017
18)	Jackson Elementary School	Parking Lot Drop-Off/Expansion	\$1.8 Million	Expansion of parking and drop-off.		WLC	Shirly, Rick K.		DSA Plans completed
19)	Don Benito Elementary School	HVAC/Kitchen & HVAC (Plans Only)	\$152K	Upgrade of the kitchen and HVAC installation.		PBWS	Anson		Plans on hold
20)	Willard Elementary School	Auditorium HVAC	\$1.2 Million	HVAC Installation in the auditorium.		Swift Lee	Shirly, James Vu		In planning
21)	Jefferson Elementary School	ADA Access Campus-Wide	\$1 Million	Required for code compliance.		Flewelling & Moody	Shirly,		In planning
22)	John Muir High School	Culinary Labs	\$460K	To support the culinary arts program at Muir HS.		Henrickson & Owen	George K., Kahlil		At DSA for review
23)	Eliot Middle School	Track & Field	\$700 K	Rehab of the DG field to an artificial track.		PJHM	Anson R.		In planning
24)	Washington Middle School	Track & Field	\$700 K	Rehab of the DG field to an artificial track.		PJHM	Anson R.		In planning
25)	Pasadena High School	Pool Replacement	\$7 Million	Complete pool replacement. The pool will be resealed as an interim fix.		PJHM	Anson		In planning
26)	Hodges & Peoria/Burbank ECD	Hodges & Peoria EDC project Note: Funding source will be from Developer Fees and Y & H (donations)	\$2 Million	H&P in in the DSA design process to move the EDC staff and Washington EDC program to H&P.		ONYX	Nelson		In planning at DSA for approval
27)	John Muir High School BLDG D	Accessibility Upgrade	\$100K Plus	Upgrade Bldg. D for accessibility (CDBG Grant only for now. This will need future bond funds to complete.		ONYX	Anson		In planning not yet at DSA

**PASADENA CITIZENS' OVERSIGHT COMMITTEE**

**STANDARDS FOR THE EXPENDITURE OF PROPOSITION TT FUNDS**

1. Purpose

**1.1.** In deciding whether to approve or disapprove expenditures of Proposition TT bond proceeds, the Citizens' Oversight Committee shall adhere to the following standards.

**1.2.** Deviations from these standards shall require a two-thirds vote of the Committee, shall be justified in writing, and shall be recorded in the minutes of the meeting where such action was taken.

2. Historical background

2.1. On November 4<sup>th</sup>, 2008, the voters in Pasadena, California passed a \$350 million Measure TT bond initiative to repair and upgrade Pasadena Unified School District's aging and deteriorating schools. The measure passed with 74.5% of 85,998 votes cast in favor of the proposition.

2.2. The text of the approved ballot initiative reads as follows:

“To repair or replace deteriorating and outdated plumbing, heating, ventilation, and fire alarm systems; replace aging portable classrooms, make disabled access improvements, implement energy and water saving projects, modernize or reconstruct kindergartens, cafeterias, multipurpose facilities and gyms, and make the District eligible for millions in State matching grants, shall Pasadena Unified School District issue \$350,000,000 of bonds at lawful interest rates, with no money for administrative salaries, and spending annually reviewed by an independent citizens' oversight committee.”

3. Governing Law.

**3.1.** California Constitution

**3.1.1.** Article 13A, sec. 1(b)(3) provides that Proposition TT bond proceeds may be expended only “for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of

school facilities, or the acquisition or lease of real property for school facilities . . .”

3.1.2. California Constitution Article 13A, sec. 1(b)(3)(A) provides that Proposition TT bond proceeds may not be used “for any other purpose, including teacher and administrator salaries and other school operating expenses.”

### 3.2. California Education Code

3.2.1. Section 15278(b) provides that the “citizens’ oversight committee shall actively review and report on the proper expenditure of taxpayers’ money for school construction . . . [and] shall advise the public as to whether a school district or community college district is in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.”

3.2.2. Section 15278(b)(1) provides that the citizens’ oversight committee’s oversight functions include ensuring that bond revenues are expended only for the purposes permitted in that paragraph of the California Constitution.

3.2.3. Section 15278(b)(2) also requires a citizens’ oversight committee to insure that “no funds are used for any teacher or administrative salaries or other school operating expenses.”

### 3.3. Citizens’ Oversight Committee Bylaws

**3.3.1.** Section 4.1(c) of the Committee’s bylaws, revised December 17, 2015, also authorizes the Committee to “[r]eview the District’s efforts to maximize bond proceeds in ways designed to: (1) reduce costs of professional fees or site acquisition; (2) incorporate efficiencies in school site design; (3) encourage joint use of core facilities; or (4) involve cost-effective and efficient reusable facility plans.”

## 4. Permissible expenditures

**4.1.** Permissible expenditures are (1) capital expenditures (2) that relate directly to the acquisition, construction, reconstruction, rehabilitation, replacement, or equipping

(3) of a school listed in Ballot Measure TT or to the acquisition or lease of real property for such a school (“Qualifying Activities” for “Listed Schools”). Thus, the three essential requirements for a permissible expenditure are (1) capital in nature, (2) directly related to a Qualifying Activity, and (3) made to benefit a Listed School.

#### **4.2. “Capital” expenditures**

**4.2.1.** Capital expenditures are those that are incurred for the creation, acquisition, or improvement of capital assets—real property, fixtures, or tangible personal property with a useful life of more than three years.

**4.2.2.** Capital expenditures include the cost of services and other intangibles directly related to the acquisition, construction, or improvement of capital assets.

**4.3. Examples of permissible expenditures.** The following list, which is illustrative and not comprehensive, assumes that these expenditures are directly related to a Listed School.

**4.3.1.** The cost of acquiring land, leaseholds, or easements

**4.3.2.** Hard construction costs, namely, labor and materiel

**4.3.3.** The cost of land surveys, soil analysis, grading, architecture, and engineering.

**4.3.4.** Permitting costs

**4.3.5.** Construction management costs

**4.3.6.** Construction testing costs

**4.3.7.** The cost of upgrading electrical, mechanical, communication, and plumbing systems

**4.3.8.** The cost of installing or upgrading computer networks

**4.3.9.** The cost of structural changes, fixtures, or equipment required to comply with applicable law.

**4.3.10.** The cost of insurance of a project during construction

**4.3.11.** The cost of security for a project during construction



- 5.4.5. Insurance
- 5.4.6. Janitorial services
- 5.4.7. Outside professional services
- 5.4.8. Routine maintenance and repairs
- 5.4.9. Landscape maintenance
- 5.4.10. Transportation
- 5.4.11. Telephone and Internet access
- 5.4.12. Quality testing after the completion of construction
- 5.4.13. Community outreach
- 5.4.14. Public relations surveys and polls
- 5.4.15. Advertising
- 5.4.16. Travel
- 5.4.17. Entertainment
- 5.4.18. Meals
- 5.4.19. Prizes
- 5.4.20. Lobbying
- 5.4.21. Administrative support of the Citizens' Oversight Committee
- 5.4.22. Bond administration expenses.
- 5.4.23. General planning for future activities, except to the extent that the cost thereof is shown to be directly related to a Qualifying Activity for a Listed School.

6. Dual purpose expenditures

6.1. A "dual purpose" expenditure is one which is partly permissible and partly impermissible under the foregoing standards.

6.2. Examples of dual purpose expenditures

6.2.1. The compensation of District employees or contractors not all of whose work is directly related to Qualifying Activities for Listed Schools

6.2.2. Professional fees not entirely attributable to Qualifying Activities for Listed Schools

- 6.2.3. The cost of security services covering both projects under construction and completed projects
- 6.3. In order for the Committee to approve a dual purpose expenditure, the District must have allocated the total amount between Proposition TT funds and other funds and provided a reasonable factual basis for that allocation.
- 7. Other problematic expenditures: historical surveys and “needs assessments”
  - 7.1. These expenditures, like dual purpose expenditures, may or may not qualify for payment out of Proposition TT funds depending on their nature, purpose, and objective. As always, the test is whether these expenditures are (1) capital in nature, (2) for a Qualifying Activity, and (3) to benefit a Listed School.
  - 7.2. Historical surveys, which are intended to minimize confrontation with preservationists and to expedite future Qualifying Activities, must be evaluated on a case-by-case basis according to their particular facts. In determining whether to approve or disapprove the payment of an historical survey from Proposition TT bond funds, the Committee must ask whether the proposed historical survey pertains directly to Qualifying Activities that are reasonably anticipated to occur in the near future or is it being undertaken merely to lay the groundwork and smooth the path for non-project specific activities that may or may not occur?
  - 7.3. Needs assessments may be paid out of Proposition TT funds only if they meet the usual standards for permissible expenditures.
    - 7.3.1. Examples:
      - 7.3.1.1. The cost of a needs assessment performed to determine whether the construction, reconstruction, rehabilitation, replacement or equipping of a Listed School is necessary or appropriate and the estimated cost thereof is eligible to be paid out of Proposition TT bond proceeds.
      - 7.3.1.2. If the needs assessment pertains to a non-Qualifying Activity, or to a future project that is not expected to be funded from Proposition TT

bonds proceeds, then the cost thereof cannot be paid out of Proposition  
TT bond proceeds.

School/Projects	Proj. Num.	Compl.	Orig. Budget	Current Budget	Committ.	Expenditures
<b>Altadena</b>			<b>8,075,119</b>	<b>10,315,119</b>	<b>10,384,411</b>	<b>10,366,897</b>
Altadena Modernization	95068.0	Y	7,984,932	10,224,932	10,294,224	10,276,710
Altadena Shade Structures	95022.0	Y	90,187	90,187	90,187	90,187
<b>Blair</b>			<b>23,638,816</b>	<b>33,503,582</b>	<b>18,762,742</b>	<b>17,750,194</b>
Blair 9th Grade CR Wing	95057.0	Y	9,725,008	1,179,736	1,450,916	1,146,779
Blair Main Bldg. Modernization	95056.0	N	12,058,297	18,453,022	3,441,002	2,732,591
Blair MS Campus	95001.0	Y	1,855,511	13,870,824	13,870,824	13,870,824
<b>Burbank</b>			<b>1,485,830</b>	<b>664,648</b>	<b>1,077,400</b>	<b>960,492</b>
Burbank Campus Modernization	95131.0	Y	1,398,224	577,042	989,794	872,886
Burbank Elect. Panel Upgrade	95064.0	Y	87,606	87,606	87,606	87,606
<b>Cleveland</b>			<b>4,470,916</b>	<b>5,047,175</b>	<b>4,701,482</b>	<b>4,701,492</b>
Cleveland - New Classroom Wing	95031.0	Y	3,850,205	4,594,037	4,594,037	4,594,037
Cleveland Kitchen & Cafeteria	95121.0	Y	620,711	453,138	107,445	107,455
<b>District-Wide</b>			<b>79,843,090</b>	<b>76,425,476</b>	<b>31,764,884</b>	<b>30,581,488</b>
Career Technology Eduction Pro	95145.0	Y	28,585,565	25,017,406	3,430,148	3,349,240
Central Kitchen	95007.0	Y	1,262,440	1,238,933	1,238,933	1,238,933
Clock-Speaker System Install	95032.0	Y	1,436,405	1,436,405	1,436,405	1,436,405
CTE Reserve	(blank)	Y	1,122,000	1,122,000	-	-
District Exterior Improvements	95036.0	Y	33,772	33,772	33,772	33,772
DW E-Rate	95180.0	Y	5,120,400	5,248,405	5,371,602	5,293,679
DW Priority 0 Window Replaceme	95136.0	N	6,739,563	6,739,563	136,236	116,236
Energy Conservation Measures	95019.0	Y	4,990,491	4,990,491	4,990,491	4,990,491
Measure TT Central	95000.0	N	12,000,000	11,423,403	11,660,029	10,655,467
Program Contingency	(blank)	N	13,100,431	13,783,264		
Roof Project District Wide	95135.0	Y	452,023	391,834	391,834	391,831
Technology Project Measure TT	95144.0	Y	5,000,000	5,000,000	3,075,434	3,075,434
<b>Don Benito</b>			<b>4,500,691</b>	<b>6,458,959</b>	<b>1,802,351</b>	<b>1,249,158</b>
Don Benito Elem. - HVAC	95146.0	N	156,674	1,186,674	173,585	59,396
Don Benito Interim Housing + Wilson	95181.0	N	3,521	220,000	637,279	397,779
Don Benito Modernization	95097.0	N	4,167,054	4,878,843	818,065	618,561
Don Benito Playground Structures	95043.0	Y	173,442	173,442	173,422	173,422
<b>Eliot</b>			<b>7,426,283</b>	<b>11,397,696</b>	<b>10,877,404</b>	<b>8,160,636</b>
Eliot Cafeteria/Kitchen/Aud.	95015.0	N	5,793,171	10,676,909	10,156,617	7,439,849
Eliot Camp. Impr.-Bleacher/ADA	95053.0	Y	110,925	92,835	92,835	92,835
Eliot Lunch Shelter	95034.0	Y	615,298	621,952	621,952	621,952
Kitchen Eliot MS	95147.0	Y	906,889	6,000	6,000	6,000
<b>Field</b>			<b>2,020,294</b>	<b>2,756,534</b>	<b>3,536,778</b>	<b>3,504,699</b>
Field ES Water Meter Separate	95106.0	Y	39,013	39,013	39,013	39,013
Field Modernization	95069.0	Y	1,981,281	2,717,521	3,497,765	3,465,686
<b>Franklin</b>			<b>2,300,969</b>	<b>2,726,255</b>	<b>2,722,313</b>	<b>2,720,690</b>
Franklin Cafeteria & MPR	95066.0	Y	1,693,674	2,118,960	2,115,018	2,113,395
Franklin Library Addition	95035.0	Y	607,295	607,295	607,295	607,295
<b>Hamilton</b>			<b>4,119,851</b>	<b>4,531,388</b>	<b>4,158,557</b>	<b>4,144,038</b>
Hamilton Caf© & MPR	95071.0	Y	4,063,023	4,474,560	4,101,729	4,087,210
Water Meter Hamilton Elm	95149.0	Y	56,828	56,828	56,828	56,828
<b>Hodges</b>			<b>250,000</b>	<b>253,584</b>	<b>253,584</b>	<b>253,584</b>
Hodges - Remodel/Signage	(blank)	N	250,000	253,584	253,584	253,584
<b>Jackson</b>			<b>3,597,411</b>	<b>4,248,595</b>	<b>3,327,543</b>	<b>2,541,674</b>
Jackson MPR/Cafe/Admin	95052.0	N	3,473,558	4,124,742	3,327,543	2,541,674
Jackson Water Meter Separation	95107.0	Y	123,853	123,853	-	-
<b>Jefferson</b>			<b>8,967,075</b>	<b>5,016,576</b>	<b>1,377,635</b>	<b>1,136,302</b>
Jefferson Modernization	95079.0	N	4,714,851	764,352	978,288	804,131
Jefferson New Child Care Center	95073.0	N	4,252,224	4,252,224	399,347	332,171
<b>Linda Vista</b>			<b>34,800</b>	<b>260,012</b>	<b>260,012</b>	<b>138,091</b>
Linda Vista - Modernization	95188.0	N	-	225,212	225,212	103,291
Linda Vista Interior Cleanup	95014.0	Y	34,800	34,800	34,800	34,800
<b>Loma Alta</b>			<b>1,393,970</b>	<b>1,393,970</b>	<b>1,393,970</b>	<b>1,393,970</b>
Loma Alta Fire Sprinkler & PK	95012.0	Y	182,030	182,030	182,030	182,030
Loma Alta Modernization	95033.0	Y	171,002	171,002	171,002	171,002
Loma Alta Retaining Wall	95059.0	Y	1,013,583	1,013,583	1,013,583	1,013,583
Loma Alta Water Meter Separation	95101.0	Y	27,355	27,355	27,355	27,355
<b>Longfellow</b>			<b>2,763,811</b>	<b>3,865,484</b>	<b>1,001,220</b>	<b>869,639</b>
Longfellow CC Modernize/Shade	95061.0	Y		299,375	299,375	299,375
Longfellow Ktche/Lnch/Adtrm	95050.0	N	2,763,811	3,566,109	701,845	570,264
<b>Madison</b>			<b>4,307,783</b>	<b>6,178,958</b>	<b>4,973,526</b>	<b>4,749,635</b>
Madison Modernization	95063.0	N	3,448,999	5,320,174	4,114,742	3,890,851
Madison Windows Replacement	95084.0	Y	858,784	858,784	858,784	858,784
<b>Madison</b>			<b>2,949,220</b>	<b>309,396</b>	<b>309,396</b>	<b>309,396</b>
Madison Campus (Kitchen) Improvements	95048.0	N	2,949,220	309,396	309,396	309,396
<b>Marshall</b>			<b>18,623,308</b>	<b>17,961,515</b>	<b>19,141,707</b>	<b>17,652,311</b>
Marshall Campus Imprvmts - Sports Complex	95049.0	Y	13,567,310	12,559,546	13,979,539	12,501,343
Marshall Electrical Upgrades	95091.0	Y		352,802	352,801	352,801
Marshall Gym Renovation	95185.0	Y	1,500,000	1,500,000	1,260,200	1,249,000

School/Projects	Proj. Num.	Compl.	Orig. Budget	Current Budget	Committ.	Expenditures
Marshall Library/Site Impr	95082.0	Y	1,767,046	1,760,215	1,760,215	1,760,215
Marshall Water Meter Sep.	95103.0	Y	21,090	21,090	21,090	21,090
Marshall Window Replacement	95094.0	Y	1,767,862	1,767,862	1,767,862	1,767,862
<b>McKinley</b>			<b>36,159,741</b>	<b>31,267,492</b>	<b>21,423,411</b>	<b>19,801,312</b>
McKinley Campus Improve. Ph I	95046.0	Y	18,130,406	21,247,481	19,334,362	19,156,802
McKinley Modernize Phase II	95123.0	N	17,907,526	9,907,526	1,976,564	532,025
Water Meter McKinley	95159.0	Y	121,809	112,485	112,485	112,485
<b>Muir</b>			<b>22,751,546</b>	<b>21,404,277</b>	<b>32,098,724</b>	<b>11,142,093</b>
John Muir - Black Box Theater	95183.0	N	2,000,000	2,000,000	3,511,956	3,113,027
John Muir - CDBG/ADA	95812.0	N	175,608	175,608	61,954	37,771
John Muir - Culinary Arts	95184.0	N	1,450,000	1,450,000	30,947	7,594
Kitchen John Muir	95154.0	Y	834,900	6,000	6,000	6,000
Muir Campus Modernization	95051.0	N	15,738,144	16,105,735	26,840,382	6,330,216
Muir Security System	95132.0	Y	179,234	179,234	159,785	159,785
Muir Track & Field	95004.0	Y	1,935,720	1,083,418	1,083,418	1,083,418
Muir Window Replacement	95125.0	Y	437,940	404,282	404,282	404,282
<b>Norma Coombs</b>			<b>4,133,348</b>	<b>4,278,171</b>	<b>1,398,907</b>	<b>1,255,450</b>
Norma Coombs Classrooms/Admin	95133.0	N	4,036,238	4,181,061	1,301,797	1,158,340
Norma Coombs Shade/Field	95023.0	Y	75,710	75,710	75,710	75,710
Norma Coombs Water Meter	95116.0	Y	21,400	21,400	21,400	21,400
<b>Noyes</b>			<b>30,654</b>	<b>30,654</b>	<b>30,654</b>	<b>30,654</b>
Noyes Classroom Demolition	95029.0	Y	30,654	30,654	30,654	30,654
<b>PHS</b>			<b>26,020,567</b>	<b>25,636,597</b>	<b>21,630,428</b>	<b>7,180,065</b>
Fire Alarm Corr PHS	95161.0	Y	110,817	36,005	36,005	36,005
Kitchen PHS (old name -District Wide)	95139.0	N	834,900	834,900	445,200	285,459
Pasadean HS Career Tech Ed	95130.0	Y	292,435	292,435	-	-
Pasadena Campus/Restrooms Upgr	95119.0	N	3,363,799	3,744,417	2,267,537	2,004,814
Pasadena HS ADA Upgrades	95074.0	N	858,158	894,287	570,708	483,487
Pasadena HS Campus Security	95117.0	Y	389,400	234,778	248,424	248,424
Pasadena HS Signage & Identity	95080.0	N	1,595,965	1,882,124	153,005	125,362
Pasadena HS Track & Field	95005.0	Y	1,270,800	1,270,800	1,270,851	1,270,851
PHS Field Drainage	95006.0	Y	1,412,843	626,077	626,077	626,077
PHS Modernize Gym Complex	95075.0	N	15,805,291	15,791,247	16,012,621	2,099,586
Water Meter Sep - PHS	95160.0	NA	86,159	29,527	-	-
<b>Roosevelt</b>			<b>6,779,854</b>	<b>7,670,459</b>	<b>2,039,042</b>	<b>1,901,904</b>
Roosevelt Auto Door Openers	95062.0	Y	98,844	98,844	98,844	98,844
Roosevelt Multi-Purpose Room	95025.0	N	6,557,157	7,447,762	1,940,198	1,803,060
Water Meter Roosevelt	95162.0	NA	123,853	123,853	-	-
<b>Rose City</b>			<b>250,000</b>	<b>284,746</b>	<b>244,200</b>	<b>153,883</b>
Rose City Modifications	95170.0	Y	250,000	284,746	244,200	153,883
<b>San Rafael</b>			<b>4,128,346</b>	<b>4,618,628</b>	<b>1,749,940</b>	<b>1,550,959</b>
San Rafael Lunch Shelter	95017.0	Y	100,421	100,421	100,421	100,421
San Rafael Modernization	95030.0	N	4,027,925	4,518,207	1,649,519	1,450,538
<b>SMES</b>			<b>4,780,826</b>	<b>4,327,562</b>	<b>4,605,614</b>	<b>4,542,688</b>
Phase II SMES - HVAC?	95126.0	N	665,376	241,941	531,393	468,467
Sierra Madre Lwr Modernization	95060.0	Y	4,115,450	4,085,621	4,074,221	4,074,221
<b>SMMS</b>			<b>32,088,340</b>	<b>37,474,359</b>	<b>37,881,577</b>	<b>37,769,845</b>
Sierra Madre New Middle School	95038.0	Y	32,088,340	37,474,359	37,881,577	37,769,845
<b>Wash Elem</b>			<b>18,194,168</b>	<b>19,475,849</b>	<b>18,823,173</b>	<b>12,874,494</b>
Washington ES CC & Plygrnd	95067.0	N	2,245,881	1,427,425	128,825	31,697
Washington ES Classroom/MPR	95045.0	N	15,862,128	17,924,424	18,694,348	12,842,797
Water Meter Sep. - Wash Elem	95104.0	NA	86,159	124,000	-	-
<b>Wash MS</b>			<b>19,000,195</b>	<b>19,178,701</b>	<b>13,936,144</b>	<b>13,729,040</b>
Washington MS Constr/Moderniz	95081.0	Y	18,907,195	19,117,195	13,936,144	13,729,040
Washington MS Upgrade/Fencing	95037.0	Y	93,000	61,506	-	-
<b>Webster</b>			<b>5,188,709</b>	<b>4,012,788</b>	<b>2,126,695</b>	<b>2,123,079</b>
Webster Modernize Aud/Admin	95047.0	N	3,469,136	3,860,317	1,974,224	1,970,608
Webster Modernize Kitchen	95083.0	Y	1,535,960	19,858	19,858	19,858
Webster Playground/Shade	95105.0	Y	183,613	132,613	132,613	132,613
<b>Willard</b>			<b>5,385,355</b>	<b>5,425,333</b>	<b>5,638,262</b>	<b>5,491,317</b>
Water Meter Willard	95108.0	Y	47,115	47,115	47,115	47,115
Willard - New AC	95187.0	N	-	2,555	2,555	2,555
Willard Field	95003.0	Y	123,183	123,183	123,183	123,183
Willard Kinder/Pre-K	95115.0	Y	3,735,484	3,815,052	4,027,981	3,881,036
Willard Music Portable	95002.0	Y	386,356	386,356	386,356	386,356
Willard Paint & Window	95008.0	Y	693,217	657,374	657,374	657,374
Willard Power & Fire Alarm	95065.0	Y	400,000	393,698	393,698	393,698
<b>Wilson</b>			<b>4,309,491</b>	<b>6,066,325</b>	<b>5,966,861</b>	<b>5,958,795</b>
Water Meter Wilson	95109.0	Y	123,853	79,225	79,225	79,225
Wilson Classroom Demolition	95028.0	Y	77,201	77,201	77,201	77,201
Wilson Gym/Locker/Courtyard	95113.0	N	3,333,830	5,135,292	5,035,828	5,027,762
Wilson Paint & Window	95009.0	Y	774,607	774,607	774,607	774,607
<b>Grand Total</b>			<b>369,970,377</b>	<b>384,466,863</b>	<b>291,420,547</b>	<b>238,689,964</b>

**Board of Education - Proposed Budget Status Report (3rd Iteration) for the "Spend Out" Plan (\$126M) of Measure T\*** Data as of: 5/26/17

2008 - 2016	PROJECT SCHEDULE				Architect Contractor	Out Priority of \$126 M	SCHOOL NAME & PROJECT	* Approved by PUBS BOARD?	Original Budget	CURRENT BUDGET	EXPENDITURES plus COMMITMENT	REMAINING BUDGET	EFFICIENCY			Project Mgr.
	2017 Qtr 1	2017 Qtr 2	2017 Qtr 3	2017 Qtr 4									2018	2019	FUTURE	
Completed projects (e.g., Blair Middle) need to be inserted here to show entire scope of work accomplished and in process for the \$350 million BEEBS UPDATED INPUTS																
Projects that were in-process but were not included on the spend-out plan, if any, need to be included here																
							<b>Blair High School</b>									
					GK Piner	4	Modernization of the existing high school building as the Blair HS.	yes	#####	#####	3,136,755	#####	13%	161%	5%	AR/RK
	on hold				PJHM TBD	4a	Rehab of the DG track to an artificial track. Note: Only when other funding sources have been identified- then it will be brought up to the board for approval. Non-MTT budgets being sought.	no	0	900,000	0	900,000	0%	0%	0%	none
							<b>TOTAL</b>			#####	3,136,755	#####	13%			AR
							<b>Don Benito Elementary School</b>									
	on hold				TBD	6a	Move and provide interim housing for the Don Benito Modernization (2 portables from upper to lower field)	yes	20,000	200,000	629,879	(429,879)	315%		0%	AR / KK
	start				PBWS	6	Modernize the new construction admin building with a library and computer labs. This project's interim housing is part of this project scope. Two portables will need to be moved where the admin building is located before construction can begin.	yes	4,878,843	3,800,000	784,605	3,015,395	21%		0%	AR / KK
					PBWS	19	Upgrade of the kitchen and HVAC installation.			152,000	0	152,000				AR
							<b>TOTAL</b>			4,152,000	1,414,484	2,737,516	34%			
							<b>Eliot Middle School</b>									
	start				Swift Lee Schneider	11	Add an HVAC system to the Cafeteria.	yes		1,000,000	0	1,000,000	0%		0%	JV
	start				PJHM	23	Rehab of the DG field to an artificial track (Budget is for construction -Doesn't include architecture fees.)	yes	0	700,000	0	700,000	0%		0%	AR
							<b>TOTAL</b>			1,700,000	-	1,700,000	0%			
							<b>Franklin Elementary School</b>									
	start				PJHM		Structural and drainage repairs.			1,700,000	0	1,700,000	0%	0%	0%	AR / SB
							<b>TOTAL</b>			1,700,000	-	1,700,000	0%			
							<b>Hodges and Peoria / Burbank EDC</b>									
	start				ONYX	26	H&P in the DSA design process to move the EDC staff and Washington EDC program to H&P. Hodges & Peoria EDC project Note: Funding source will be from Developer Fees and Y & H (donations)	no	214,450	2,000,000	114,947	1,885,053	6%		0%	NC
							<b>TOTAL</b>			2,000,000	114,947	1,885,053	6%			
							<b>Jackson Elementary School</b>									
	start				WLC	18	Expansion of parking lot and drop-off.			1,800,000	0	1,800,000	0%	-100%	95%	SB / RK
							Modernization of MPR/Cafe/Admin (Is this being dropped ?)		4,124,742	-	3,313,553	#####	184%			RK
							<b>TOTAL</b>			1,800,000	3,313,553	#####	184%			
							<b>Jefferson Elementary School</b>									
	start				Flewing & Moody	21	ADA access campus wide - Required for code compliance			1,000,000	0	1,000,000	0%	-100%	98%	SB
							<b>TOTAL</b>			1,000,000	-	1,000,000	0%			
							<b>John Muir High School</b>									
	start				WLC TBD	3c	ADA Upgrade: Campus-wide code compliance to accessibility. ADA for Building: funding source CDBG grant (\$100,000,000) additional funding needed from MTT Upgrade Bldg D for accessibility CDBG Grant only for now. This will need future bond funds to complete.)			113,000	0	113,000	0%		0%	GK
	start				ONYX	27		yes		100,000	0	100,000	0%	-100%	20%	AR
					Henrickson & Owen	22	Culinary Labs: To support the culinary arts program at Muir HS.		1,450,000	460,000	30,947	429,053	7%		0%	GK / KH
					WLC The Nazarian	3a	Modernization: This project includes, kitchen areas and external amphitheater.	yes	#####	#####	30,954,357	(3,654,357)	113%	467%	20%	GK
					WLC The Nazarian	3b	KLRNS TV & Black Box Studio	yes		1,900,000	0	1,900,000	0%	-100%	97%	GK
							<b>TOTAL</b>			#####	30,985,305	#####	104%			
							<b>Linda Vista Elementary School</b>									
	start				TBD	10	Plans and A/E services for new construction at this site. Note: DC & PBK completed the feasibility study.	no		900,000	0	900,000	0%		0%	NC
							<b>TOTAL</b>			900,000	-	900,000	0%			
							<b>Longfellow Elementary School</b>									
	start				WLC	8	New kitchen and shade structure (no auditorium)		3,566,109	2,000,000	0	2,000,000	0%		0%	RK / SB
	start				WLC / Southland	8a	New chiller plant and its ancillary supporting systems.			1,300,000	0	1,300,000	0%		0%	RK/SB/JV
							<b>TOTAL</b>			3,300,000	-	3,300,000	0%			
							<b>Madison Elementary School</b>									
	start				PJHM	13	Madison Access and Construction Phase One (Plans Only). Access required for code compliance.			51,000	0	51,000	0%		0%	SB
							<b>TOTAL</b>			51,000	-	51,000	0%			
							<b>Marshall Fundamental Secondary School</b>									
	start				Swift Lee Schneider	12	Add an HVAC system to the auditorium. A design build project with Schneider.			1,000,000	-	1,000,000	0%		0%	JV / GK
							<b>TOTAL</b>			1,000,000	-	1,000,000	0%			
							<b>McKinley Elementary School</b>									
					ONYX	17	Ruptured pipe in the basement rendered restrooms not operational.			45,000	-	45,000	0%		0%	KH / RK
							<b>TOTAL</b>			45,000	-	45,000	0%			
							<b>Norma Coombs Elementary</b>									
					F & M SHENK	5	New admin building and classrooms (4)	no		6,900,000	0	6,900,000	0%		0%	AR/KK
							<b>TOTAL</b>			6,900,000	-	6,900,000	0%			
							<b>Pasadena High School</b>									
				start	F & M TBD	2c	ADA upgrades: Replace and repair campus wide to make the site in compliance with current accessibility requirements.		894,287	100,000	-	100,000	0%		0%	GK
					F & M	2b	Modernize the curb appeal and frontage of the administration building.		1,882,124	1,800,000	153,005	1,646,995	9%		0%	GK
					F & M TBD	2d	Campus Restrooms: Continue the replacements of staff/site restrooms - to meet accessibility requirements.			800,000	-	800,000	0%		0%	
	start				F & M The Nazarian	2a	Modernize the existing gym and locker rooms.			#####	-	#####	0%	-100%	20%	GK
					PJHM	25	Complete pool replacement. The pool will be resealed as an interim fix.			7,000,000	-	7,000,000	0%		0%	AR
							<b>TOTAL</b>			#####	153,005	#####				
							<b>Roosevelt Elementary School</b>									
					ONYX	7	New Kitchen, MPK & Shade Struct. Note: The PWP (city phase 1) replace and install new water main piping from city source to the site will begin in June 2017.		7,447,762	5,200,000	1,861,638	3,338,362	36%			GK



PUSD Board of Education - Proposed Budget Status Report - Spend-Out PLUS Completed Projects													Data as of : 6/11/17						
PROJECT SCHEDULE													EFFICIENCY						
2008 - 2016	2017 Qtr 1	2017 Qtr 2	2017 Qtr 3	2017 Qtr 4	2018	2019	FUTURE	Architect	Out Priority of \$126 M	SCHOOL NAME & PROJECT	Expenditure Approved by PUSD BOARD?	Original Budget	CURRENT BUDGET	EXPENDITURES plus COMMITMENTS	REMAINING BUDGET	% BUDGET SPENT	projected budget overrun	% PHYSICALLY COMPLETE	Project Mgr.
										<b>Blair High School</b>									
								GKK Piner	4	Modernization of the existing high school building as the Blair HS.	yes	#####	24,000,000	3,136,755	20,863,245	13%	161%	5%	AR/RK/KK
								PJHM TBD	4a	Rehab of the DG track to an artificial track. Note: Only when other funding sources have been identified- then it will be brought up to the board for approval. Non-MTT budgets being sought.	no	0	900,000	0	900,000	0%		0%	none
										<b>TOTAL</b>		<b>24,900,000</b>	<b>3,136,755</b>	<b>21,763,245</b>	<b>13%</b>			<b>AR</b>	
										<b>Don Benito Elementary School</b>									
								TBD	6a	Move and provide interim housing for the Don Benito Modernization (2 portables from upper to lower field)	yes	20,000	200,000	629,879	(429,879)	315%		0%	AR / KK
								PBWS	6	Modernize the (new construction) admin building with a library and computer labs. This project's interim housing is part of this project scope. Two portables will need to be moved where the admin building is located before construction can begin.	yes	4,878,843	3,800,000	784,605	3,015,395	21%	106%	10%	AR / KK
								PBWS	19	Upgrade of the kitchen and HVAC installation.			152,000	0	152,000				AR
										<b>TOTAL</b>		<b>4,152,000</b>	<b>1,414,484</b>	<b>2,737,516</b>	<b>34%</b>			<b>AR</b>	
										<b>Eliot Middle School</b>									
								Swift Lee Schneider	11	Add an HVAC system to the Cafeteria.	yes		1,000,000	0	1,000,000	0%		0%	JV
								PJHM	23	Rehab of the DG field to an artificial track. (Budget is for construction -)Doesn't include architectural fees.)	yes	0	700,000	0	700,000	0%		0%	AR
										<b>TOTAL</b>		<b>1,700,000</b>	<b>0</b>	<b>1,700,000</b>	<b>0%</b>			<b>AR</b>	
										<b>Franklin Elementary School</b>									
								PJHM		Structural and drainage repairs.			1,700,000	0	1,700,000	0%	0%	0%	AR / SB
										<b>TOTAL</b>		<b>1,700,000</b>	<b>0</b>	<b>1,700,000</b>	<b>0%</b>			<b>AR / SB</b>	
										<b>Hodges and Peoria / Burbank EDC</b>									
								ONYX	26	H&P in in the DSA design process to move the EDC staff and Washington EDC program to H&P. Hodges & Peoria EDC project Note: Funding source will be from Developer Fees and Y & H (donations)	no	214,450	2,000,000	114,947	1,885,053	6%		0%	NC
										<b>TOTAL</b>		<b>2,000,000</b>	<b>114,947</b>	<b>1,885,053</b>	<b>6%</b>			<b>NC</b>	
										<b>Jackson Elementary School</b>									
								WLC	18	Expansion of parking lot and drop-off.			1,800,000	0	1,800,000	0%	-100%	5%	SB / RK
										Modernization of MPR/Cafe/Admin (Is this being dropped ?)		4,124,742	-	3,313,553				RK	
										<b>TOTAL</b>		<b>1,800,000</b>	<b>3,313,553</b>	<b>(1,513,553)</b>	<b>184%</b>			<b>RK</b>	
										<b>Jefferson Elementary School</b>									
								Flewling & Moody	21	ADA access campus wide - Required for code compliance			1,000,000	0	1,000,000	0%	-100%	98%	SB
										<b>TOTAL</b>		<b>1,000,000</b>	<b>0</b>	<b>1,000,000</b>	<b>0%</b>			<b>SB</b>	
										<b>John Muir High School</b>									
								WLC TBD	3c	ADA Upgrade: Campus-wide code compliance to accessibility. ADA for Building I funding source CDBG grant (\$100,000.00) additional funding needed from MTT			113,000	0	113,000	0%		0%	GK
								ONYX	27	Upgrade Bldg. D for accessibility CDBG Grant only for now. This will need future bond funds to complete.)	yes		100,000	0	100,000	0%	-100%	20%	AR
								Henrickson & Davis	22	Culinary Labs: To support the culinary arts program at Muir HS.		1,450,000	460,000	30,947	429,053	7%		0%	GK / KD
								WLC	3a	Modernization: This project includes, kitchen areas and external amphitheater.	yes	16,916,321	27,300,000	30,954,357	(3,654,357)	113%	467%	20%	GK
								WLC The Nazarian	3b	KLRNS TV & Black Box Studio	yes		1,900,000	0	1,900,000	0%	-100%	97%	GK
										<b>TOTAL</b>		<b>29,873,000</b>	<b>30,985,305</b>	<b>(1,112,305)</b>	<b>104%</b>			<b>GK</b>	
										<b>Linda Vista Elementary School</b>									
								TBD	10	Plans and A/E services for new construction at this site. Note: DC & PBK completed the feasibility study	no		900,000	0	900,000	0%		0%	NC
										<b>TOTAL</b>		<b>900,000</b>	<b>0</b>	<b>900,000</b>	<b>0%</b>			<b>NC</b>	
										<b>Longfellow Elementary School</b>									
								WLC	8	New kitchen and shade structure. (no auditorium)		3,566,109	2,000,000	0	2,000,000	0%		0%	RK / SB
								WLC / Southland	8a	New chiller plant and its ancillary supporting systems.			1,300,000	0	1,300,000	0%		0%	RK/SBJV
										<b>TOTAL</b>		<b>3,300,000</b>	<b>0</b>	<b>3,300,000</b>	<b>0%</b>			<b>RK/SBJV</b>	
										<b>Madison Elementary School</b>									
								PJHM	13	Madison Access and Construction Phase One (Plans Only). Access required for code compliance.			51,000	0	51,000	0%		0%	SB
										<b>TOTAL</b>		<b>51,000</b>	<b>0</b>	<b>51,000</b>	<b>0%</b>			<b>SB</b>	
										<b>Marshall Fundamental Secondary School</b>									
								Swift Lee Schneider	12	Add an HVAC system to the auditorium. A design build project with Schneider.			1,000,000	-	1,000,000	0%		0%	JV / GK
										<b>TOTAL</b>		<b>1,000,000</b>	<b>-</b>	<b>1,000,000</b>	<b>0%</b>			<b>JV / GK</b>	
										<b>McKinley Elementary School</b>									
								ONYX	17	Ruptured pipe in the basement rendered restrooms not operational.			45,000	-	45,000	0%		0%	KI / RK
										<b>TOTAL</b>		<b>45,000</b>	<b>-</b>	<b>45,000</b>	<b>0%</b>			<b>KI / RK</b>	
										<b>Norma Coombs Elementary</b>									
								F & M SHENK	5	New admin building and classrooms (4)	no		6,900,000	0	6,900,000	0%		0%	AR/KK
										<b>TOTAL</b>		<b>6,900,000</b>	<b>0</b>	<b>6,900,000</b>	<b>0%</b>			<b>AR/KK</b>	
										<b>Pasadena High School</b>									
								F & M TBD	2c	ADA upgrades: Replace and repair campus wide to make the site in compliance with current accessibility requirements.		894,287	100,000	-	100,000	0%		0%	GK
								F & M	2b	Modernize the curb appeal and frontage of the administration building.		1,882,124	1,800,000	153,005	1,646,995	9%		0%	GK
								F & M TBD	2d	Campus Restrooms: Continue the replacements of staff/site restrooms - to meet accessibility requirements.			800,000	-	800,000	0%		0%	GK
								F & M TBD	2a	Modernize the existing gym and locker rooms.			15,200,000	-	15,200,000	0%	-100%	20%	GK
								The Nazarian	25	Complete pool replacement. The pool will be resealed as an interim fix.			7,000,000	-	7,000,000	0%		0%	AR
										<b>TOTAL</b>		<b>24,900,000</b>	<b>153,005</b>	<b>24,746,995</b>	<b>0%</b>			<b>AR</b>	

**PUSD Board of Education - Proposed Budget Status Report - Spend-Out PLUS Completed Projects** Data as of : 6/11/17

PROJECT SCHEDULE							Architect	Out Priority of \$126 M	SCHOOL NAME & PROJECT	Expenditure Approved by PUSD BOARD?	Original Budget	CURRENT BUDGET	EXPENDITURES plus COMMITMENTS	REMAINING BUDGET	EFFICIENCY			Project Mgr.	
2008 - 2016	2017 Qtr 1	2017 Qtr 2	2017 Qtr 3	2017 Qtr 4	2018	2019									FUTURE	Contractor	% BUDGET SPENT		% projected budget overrun
							<b>Roosevelt Elementary School</b>												
							ONYX	7	New Kitchen, MPR & Shade Struct. Note: The PWP (city phase 1) replace and install new water main piping from city source to the site will begin in June 2017.		7,447,762	5,200,000	1,861,638	3,338,362	36%			OK	
		start					ONYX	7	Note: The PWP/ Pasadena Water & Power(City, phase 1) replace and install new water main piping from city source to the site will begin in June 2017.		123,853	included above	-					OK	
							<b>TOTAL</b>												
							<b>San Rafael Elementary School</b>												
		on hold					TBD	9	New parking design to meet the immediate need during drop-off, etc. Modernization plans on hold until site programs have been designated. Note: DC & PBK completed the feasibility study	no		2,000,000	-	2,000,000	0%		0%	NC	
							<b>TOTAL</b>												
							<b>Washington Middle School</b>												
							LPA GZK	1	New Construction of the Multipurpose Room, Kitchen & New classroom building (11 classrooms).	yes	19,117,195	10,100,000	13,870,062	(3,770,062)	137%	108%	66%	AR/KK	
		start					PJHM	24	Rehab of the decomposed granite field to an artificial track.		0	700,000	-	700,000	0%		0%	AR	
							<b>TOTAL</b>												
							<b>Willard Elementary School</b>												
		start					Swift Lee	16	The drainage to the campus is undersized and buildings need rain scuppers.			50,000	-	50,000	0%		0%	SB / GK	
		start					Swift Lee	20	HVAC Installation in the auditorium.		-	1,200,000	2,555	1,197,445	0%		0%	SB / JV	
							<b>TOTAL</b>												
							<b>Wilson Middle School</b>												
		start					Swift Lee	15a	Auditorium upgrade: Hazmat Removal and HVAC mod. Both plans need to be together in the design phase (#156 & #15a - these two projects can be bid separately) <b>How is this different from 15b?</b>			1,500,000	-	1,500,000	0%		0%	JV/GK	
		start					Schneider(D-B)	15b	Removal of HAZMAT in the auditorium and HVAC installation (see note on #15)			2,000,000	-	2,000,000	0%		0%	JV/NC	
							<b>TOTAL</b>												
										<b>Facilities Administration is not included in these budgets.</b>									
										<b>TOTAL for \$126M spend-out plan of Measure TT</b>			126,971,000	54,737,357	72,233,643	43%			

COMPLETED PROJECTS		Does not include "in process"
ALTAGENA	Modernization	10,294,224
	Shade Structure	90,187
BLAIR	9th grade Classroom Wing	1,450,916
	Middle School Campus New Building	13,870,824
BURBANK	Campus Modernization	989,794
	Electrical Panel Upgrade	87,606
CLEVELAND	New Classroom Wing	4,595,037
	Kitchen and Cafeteria	107,445
DISTRICT WIDE	Career Technology Education Program	3,430,148
	Central Kitchen	1,238,933
	Clock speaker System Installation	1,436,405
	District Exterior Improvement	33,772
	E-rate	5,371,602
	Energy Conservation Measures	4,990,491
	Roofing Projects	391,834
	Technology Project measure TT	3,075,434
DON BENITO	Playground Structures	173,422
ELIOT	Campus improvements, bleachers, ADA	92,835
	Lunch Shelter	621,952
	Kitchen	6,000
FIELD	Water meter separation	39,013
	Modernization	3,497,765
FRANKLIN	Cafeteria and Multi Purpose Room	2,115,018
	Library Addition	607,295
HAMILTON	Cafeteria and Multi Purpose Room	4,101,729
	Water Meter separation	56,828
JACKSON	Water Meter separation	0
LINDA VISTA	Interior Cleanup	34,600
LOMA ALTA	Fire Sprinkler and PK	182,030
	Modernization	171,002
	Retaining Wall	1,013,583
	Water Meter separation	27,355
LONGFELLOW	Modernization / Shade	299,375
MADISON	Windows Replacement	858,784
MARSHALL	Sports Complex	13,979,539
	Electrical Upgrades	352,801
	Gym renovation	1,260,200
	Library / Site improvement	1,760,215
	Water meter separation	21,090
	Window Replacements	1,767,862
McKINLEY	Campus Improvement Phase One	19,334,362
	Water meter separation	112,485
John MUIR	Kitchen	6,000
	Security System	159,785
	Track and Field	1,083,418
	Window Replacement	404,282
NORMA COOMBS	Shade / Field	75,710
	Water meter separation	21,400
NOYES	Classroom demolition	30,654
PASADENA HIGH	Fire alarms	36,005



**PASADENA CITIZENS' OVERSIGHT COMMITTEE**

**STANDARDS FOR THE EXPENDITURE OF PROPOSITION TT FUNDS**

1. Purpose

**1.1.** In deciding whether to approve or disapprove expenditures of Proposition TT bond proceeds, the Citizens' Oversight Committee shall adhere to the following standards.

**1.2.** Deviations from these standards shall require a two-thirds vote of the Committee, shall be justified in writing, and shall be recorded in the minutes of the meeting where such action was taken.

2. Historical background

2.1. On November 4<sup>th</sup>, 2008, the voters in Pasadena, California passed a \$350 million Measure TT bond initiative to repair and upgrade Pasadena Unified School District's aging and deteriorating schools. The measure passed with 74.5% of 85,998 votes cast in favor of the proposition.

2.2. The text of the approved ballot initiative reads as follows:

“To repair or replace deteriorating and outdated plumbing, heating, ventilation, and fire alarm systems; replace aging portable classrooms, make disabled access improvements, implement energy and water saving projects, modernize or reconstruct kindergartens, cafeterias, multipurpose facilities and gyms, and make the District eligible for millions in State matching grants, shall Pasadena Unified School District issue \$350,000,000 of bonds at lawful interest rates, with no money for administrative salaries, and spending annually reviewed by an independent citizens' oversight committee.”

3. Governing Law.

**3.1.** California Constitution

**3.1.1.** Article 13A, sec. 1(b)(3) provides that Proposition TT bond proceeds may be expended only “for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of

school facilities, or the acquisition or lease of real property for school facilities . . .”

3.1.2. California Constitution Article 13A, sec. 1(b)(3)(A) provides that Proposition TT bond proceeds may not be used “for any other purpose, including teacher and administrator salaries and other school operating expenses.”

### 3.2. California Education Code

3.2.1. Section 15278(b) provides that the “citizens’ oversight committee shall actively review and report on the proper expenditure of taxpayers’ money for school construction . . . [and] shall advise the public as to whether a school district or community college district is in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.”

3.2.2. Section 15278(b)(1) provides that the citizens’ oversight committee’s oversight functions include ensuring that bond revenues are expended only for the purposes permitted in that paragraph of the California Constitution.

3.2.3. Section 15278(b)(2) also requires a citizens’ oversight committee to insure that “no funds are used for any teacher or administrative salaries or other school operating expenses.”

### 3.3. Citizens’ Oversight Committee Bylaws

**3.3.1.** Section 4.1(c) of the Committee’s bylaws, revised December 17, 2015, also authorizes the Committee to “[r]eview the District’s efforts to maximize bond proceeds in ways designed to: (1) reduce costs of professional fees or site acquisition; (2) incorporate efficiencies in school site design; (3) encourage joint use of core facilities; or (4) involve cost-effective and efficient reusable facility plans.”

## 4. Permissible expenditures

**4.1.** Permissible expenditures are (1) capital expenditures (2) that relate directly to the acquisition, construction, reconstruction, rehabilitation, replacement, or equipping

(3) of a school listed in Ballot Measure TT or to the acquisition or lease of real property for such a school (“Qualifying Activities” for “Listed Schools”). Thus, the three essential requirements for a permissible expenditure are (1) capital in nature, (2) directly related to a Qualifying Activity, and (3) made to benefit a Listed School.

#### **4.2. “Capital” expenditures**

**4.2.1.** Capital expenditures are those that are incurred for the creation, acquisition, or improvement of capital assets—real property, fixtures, or tangible personal property with a useful life of more than three years.

**4.2.2.** Capital expenditures include the cost of services and other intangibles directly related to the acquisition, construction, or improvement of capital assets.

#### **4.3. Examples of permissible expenditures.** The following list, which is illustrative and not comprehensive, assumes that these expenditures are directly related to a Listed School.

**4.3.1.** The cost of acquiring land, leaseholds, or easements

**4.3.2.** Hard construction costs, namely, labor and materiel

**4.3.3.** The cost of land surveys, soil analysis, grading, architecture, and engineering.

**4.3.4.** Permitting costs

**4.3.5.** Construction management costs

**4.3.6.** Construction testing costs

**4.3.7.** The cost of upgrading electrical, mechanical, communication, and plumbing systems

**4.3.8.** The cost of installing or upgrading computer networks

**4.3.9.** The cost of structural changes, fixtures, or equipment required to comply with applicable law.

**4.3.10.** The cost of insurance of a project during construction

**4.3.11.** The cost of security for a project during construction



- 5.4.5. Insurance
- 5.4.6. Janitorial services
- 5.4.7. Outside professional services
- 5.4.8. Routine maintenance and repairs
- 5.4.9. Landscape maintenance
- 5.4.10. Transportation
- 5.4.11. Telephone and Internet access
- 5.4.12. Quality testing after the completion of construction
- 5.4.13. Community outreach
- 5.4.14. Public relations surveys and polls
- 5.4.15. Advertising
- 5.4.16. Travel
- 5.4.17. Entertainment
- 5.4.18. Meals
- 5.4.19. Prizes
- 5.4.20. Lobbying
- 5.4.21. Administrative support of the Citizens' Oversight Committee
- 5.4.22. Bond administration expenses.
- 5.4.23. General planning for future activities, except to the extent that the cost thereof is shown to be directly related to a Qualifying Activity for a Listed School.

6. Dual purpose expenditures

6.1. A "dual purpose" expenditure is one which is partly permissible and partly impermissible under the foregoing standards.

6.2. Examples of dual purpose expenditures

6.2.1. The compensation of District employees or contractors not all of whose work is directly related to Qualifying Activities for Listed Schools

6.2.2. Professional fees not entirely attributable to Qualifying Activities for Listed Schools

- 6.2.3. The cost of security services covering both projects under construction and completed projects
- 6.3. In order for the Committee to approve a dual purpose expenditure, the District must have allocated the total amount between Proposition TT funds and other funds and provided a reasonable factual basis for that allocation.
- 7. Other problematic expenditures: historical surveys and “needs assessments”
  - 7.1. These expenditures, like dual purpose expenditures, may or may not qualify for payment out of Proposition TT funds depending on their nature, purpose, and objective. As always, the test is whether these expenditures are (1) capital in nature, (2) for a Qualifying Activity, and (3) to benefit a Listed School.
  - 7.2. Historical surveys, which are intended to minimize confrontation with preservationists and to expedite future Qualifying Activities, must be evaluated on a case-by-case basis according to their particular facts. In determining whether to approve or disapprove the payment of an historical survey from Proposition TT bond funds, the Committee must ask whether the proposed historical survey pertains directly to Qualifying Activities that are reasonably anticipated to occur in the near future or is it being undertaken merely to lay the groundwork and smooth the path for non-project specific activities that may or may not occur?
  - 7.3. Needs assessments may be paid out of Proposition TT funds only if they meet the usual standards for permissible expenditures.
    - 7.3.1. Examples:
      - 7.3.1.1. The cost of a needs assessment performed to determine whether the construction, reconstruction, rehabilitation, replacement or equipping of a Listed School is necessary or appropriate and the estimated cost thereof is eligible to be paid out of Proposition TT bond proceeds.
      - 7.3.1.2. If the needs assessment pertains to a non-Qualifying Activity, or to a future project that is not expected to be funded from Proposition TT

bonds proceeds, then the cost thereof cannot be paid out of Proposition  
TT bond proceeds.