Pasadena Unified School District's Citizens' Oversight Committee Report to the School Board and Community

November, 2016

This is the eighth annual report provided by the Citizens' Oversight Committee (the "Committee") to the School Board and Community, and this report covers the July 1, 2015 - June 30, 2016 fiscal year.

The Committee's Responsibilities

The most important responsibility of the Citizens' Oversight Committee is to monitor the expenditures of Proposition TT bond proceeds to insure that they comply with the governing law: the California Constitution, the Education Code, and the language of Proposition TT. During the past year, the Committee has given increasing scrutiny to actual and proposed expenditures of Proposition TT funds. The Committee formally disapproved two such expenditures. The Board of Education rescinded its prior approval of one, and the appropriated funds were restored to the Proposition TT account. The District withdrew the other, a proposed expenditure, before it was presented to the Board.

In order to facilitate the Committee's review of Proposition TT expenditures, the District has begun to provide notice of proposed expenditures to the Committee for its review before the proposals are submitted to the Board. Since the close of the fiscal year, the District and the Committee have been working together to establish guidelines for which kinds of expenditures are permitted under Proposition TT and which are not. Working with the District wherever and whenever possible, the Committee will continue to take all steps that are necessary or appropriate to make its oversight function truly effective.

The Two Audits

Another principle function of the Citizens' Oversight Committee is to review the annual financial and performance audits of the Pasadena Unified School District The financial audit addresses accuracy of the District's Proposition TT income statement and balance sheet. The performance audit seeks to verify that Proposition TT funds were spent only on the types of projects—fundamentally, capital projects—and the schools specified in the original ballot proposition approved by the voters. capital projects and only on projects that were specified

Financial Audit

The Committee has reviewed the October 14, 2016 Independent Auditor's Report on the Financial Audit of the Measure TT General Obligation Bond Building Fund and the Associated Reports on Internal Control over Financial Reporting and on Performance for the fiscal year ended June 30, 2016, submitted by Nigro & Nigro, PC, which were prepared in accordance with generally accepted accounting principles.. Those reports and the financials to which they pertain appear on the Proposition TT website, www.measurett.org, and the Committee encourages all members of the public to read them.

The Independent Auditor reports that, "In our opinion, the financial statements... present fairly, in all material respects, the financial position of the Measure "TT" General Obligation Bond Building Fund of Pasadena Unified School District, as of June 30, 2016, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America."

Thus, for the seventh consecutive year, the financial audit was, in technical terms, "clean" -- that is, the auditors found no problems or issues, and they could assure our Committee, and the public, that all proceeds from bond sales were fully accounted for and that all funds had been expended for properly authorized and eligible purposes. The auditors reviewed transactions totaling approximately \$16.8 million, representing over 45 % of all expenditures, and found no deficiencies in policies, practices or internal controls.

Performance Audit

In addition to the financial audit, the auditors conducted a "Performance Audit" to ensure that bond funds were spent only on appropriate capital projects and only on projects that fell within the scope of the original bond measure approved by the voters.

Within this audit, the auditors make a formal finding that three change orders for Field Elementary totaling \$435,782 exceeded ten percent of the original contract price (1,467,000) and, therefore, were not in non-compliance with PCC 20118.4, which states the following:

The board may authorize the contractor to proceed with performance of the change or alteration, without the formality of securing bids, if the cost so agreed upon does not exceed the greater of the following:

- (1) The amount specified in Section 20111 or 20114, whichever is applicable to the original contract.
- (2) Ten percent of the original contract price.

The District responded to the audit finding by stating that work has already been completed and that it was "critical path" work that had to be completed before the remainder of the work could be done. The District assured the Committee that henceforth proper procedures will be followed.

Furthermore, as part of this audit, the auditors visited construction sites at Washington Middle, Sierra Madre Middle, and Marshall schools to verify that expenditures made corresponded with actual work conducted at those sites.

Thus, based upon the unqualified opinion of the Independent Auditors, the Committee can report to the public that, to the best of its knowledge, the District was fully in compliance with the requirements of Article XIIIA, section 1(b) (3) of the California Constitution and Education Code section 15278(b) for the fiscal year ended June 30, 2016.

The Committee is pleased to report that the Independent Auditor's Report for the fiscal year just ended was again completed only three and one-half months after the close of the fiscal year to which it pertains, well within the statutory deadline and much more rapidly than in most other jurisdictions within California. This accomplishment is attributable in large part to the diligence,

commitment, and professionalism of the Committee's and the District's auditor, Nigro & Nigro, PC. It is also worth noting that the Oversight Committee's Audit Subcommittee continues to work closely and effectively with the School District and the audit firm, and deserves a significant amount of credit for the quick turnaround in this year's audit.

Issuance of the Final series of Measure TT bonds

The District so far has sold three series of Measure TT bonds – the first for \$125 million in 2009, and the second for an additional \$125 million in 2012. On May 25, 2016 the District issued the last \$100 million of Series 2016 General Obligation Bonds. The bonds were issued as current interest serial bonds with stated interest rates ranging between 2.0% and 5.0% and fully maturing on August 1, 2036.

The revenue from those bond sales, along with interest earned, is held in trust for the District and accounts for the \$142.5 million account balance (after subtracting accounts payable) at the end of the last fiscal year.

Planning and policies

In the 2015-2016 fiscal year, the District worked on adopting a new Educational Master Plan that will direct future Measure TT Bond spending on schools and facilities that will support this plan. However, it is important to note that the District promised voters transparency and accountability in 2008 when voting for this bond by promising a long- term Facilities Master Plan, updated quarterly and annually. Although the District continued efforts to adjust the Master Plan to account both for lower capital funding levels and anticipated demographic changes, the Committee continues to be concerned that the original Facilities Master Plan (adopted in 2008) has not been formally updated, vetted by school sites, and approved by the Board of Education.

Facilities Department

Nelson Cayabyab continues to serve as Chief of Facilities. Over the course of the past fiscal year, he has hired two Construction Specialists, two Accounts Specialists and three Project Manager Consultants (AE Expert, DSA Project Inspector, and Engineer Project Manager). Mr. Cayabyab has worked hard to make the best use of the District's resources, in regard to personnel. His desire is to build a solid team that can oversee each project with the expertise needed to complete the projects on time and on budget.

Significant School Projects

During the July 1, 2015 - June 30, 2016 period covered by the independent audits, by far the two largest projects continued to be Sierra Madre Middle School and McKinley K-8, with smaller projects underway at Washington MS, Marshall, Altadena, and Eliot. Currently, Nelson and his team are working on feasablility studies for the majority of the schools throughout the District, in order to eliminate wasteful re-bidding and change orders for upcoming projects.

The District appears to be continuing its success in holding "soft costs" (architectural fees and other non-construction expenses) at a level less than 25% of overall costs. The District now

provides monthly reports showing the aggregate soft costs and hard costs for all projects financed through Measure TT.

Oversight Committee

In April, 2016, the Board of Education ratified the reappointment of 3 existing members of the Citizens Oversight Committee and appointment of 4 new members. Since then, two members have resigned, thereby leaving a total of 13 current members out of the maximum 15 permitted by the Committee Bylaws.

The current Committee members (as of the date of this report) are as follows: Gretchen Vance (Chair), Clifton Cates (Vice Chair and Chair, Audit Subcommittee), Steven Cole (Liaison to the Facilities Committee of the Board of Education), Geoffrey Commons, Quincy Hocutt, Joelle Morisseau-Phillips, Willie Ordonez, Mikala Rahn, Diana Verdugo, Glen De Veer, Chris Romero, Derek Walker, and Jen Wang.

In addition to the activities described above, the Citizens Oversight Committee continues to work with the Board of Education to update the Committee's governing bylaws and to modernize the Committee's website so that all material information—annual reports, annual audits, Committee membership, bylaws, meeting agendas, meeting minutes, and other reports to the community will be easily accessible to the public. The Committee also participates in site visits throughout the year, touring both updated and aging facilities throughout the district and participates in School Site Council Meetings whenever possible.

Although the Committee is a volunteer citizen panel with narrowly-defined authority and responsibilities (as explained in the first section of this report), it takes seriously its basic mission: to monitor the expenditure of bond funds for the construction and refurbishment of schools in the Pasadena Unified School District on behalf of all residents of the District. Members of the public are encouraged to attend Committee meetings, to visit the Committee's website, and to contact the Committee on any subject within its purview.

Respectfully submitted,

Gretchen Vance Chair

Appendix A

Oversight Committee Members – See below for member requirement reference

Gretchen Vance (Chair) - (4)
Clifton Cates, III (Vice Chair and Chair, Audit Subcommittee) – (6)
Steven Cole (Liaison to the Facilities Committee of the Board of Education) – (4)
Geoffrey Commons – (2)
Quincy Hocutt – (6)
Joelle Morisseau-Phillips – (3)
Willie Ordonez – (3)

Mikala Rahn - (1)

Glen De Veer – (4)

Chris Romero – (1)

Derek Walker – (5)

Diana Verdugo – (6)

Jen Wang -(3)

- (1) Member who is active in a business organization representing the business community located within the District (requires one)
- (2) Member active in a Sr. Citizen's Organization (requires one)
- (3) Member who is the parent or guardian of a child enrolled in the District (requires one)
- (4) Member who is both a parent or guardian of a child enrolled in the District and active in parent-teacher organization (requires one)
- (5) Member who is active in a bona fide taxpayers' organization (requires one)
- (6) General Member (requires four)

	ANALYSIS OF BOARD REPORTS 1142 through 1150									
Board Report Item	DESCRIPTION	DESCRIPTION COSTS Argument FOR Approval Argument AGAIN		Argument AGAINST Approval	COC RECOMMENDATION					
1133 through 1141	These Board Reports, submitted since the last COC meeting, do not affect Measure TT Funds, per the PUSD staff, and were not forwarded to the COC									
1142	This is a CREDIT change order for Washington Middle School to Shenk Developers. This order deletes the purchase of Cisco computer network equipment, as it was purchased directly by the District.	(\$10,450)	This is a credit.	It would be difficult to find an argument against a credit. :-) It must be noted that the BR says that "funds are available in the Measure TT account."	APPROVAL					
1143	This is a change order for Washington Middle School to Shenk Developers. This BR authorizes changes to fire alarms and sprinkler systems and other mechanical systems. This brings the building up to recent code changes that were not included in the original specifications.	\$10,383	Code changes must be adhered to for safety.	competency to comply with original plans by contractors. In this case \$4,200 of the total amount is to provide a higher horsepower motor to meet the specified air volume movement. The spec has not changed, but the contractor's ability to initially determine the	APPROVAL, as this activity is permitted by law and is necessary. It appears that PUSD continues to pay for poor performance by its contractors.					
1144	There was no BR 1144 provided. It is assumed that is was not related to Measure TT funding.				No action required.					

	ANALYSIS OF BOARD REPORTS 1142 through 1150									
Board Report Item	DESCRIPTION	COSTS	Argument FOR Approval	Argument AGAINST Approval	COC RECOMMENDATION					
1145	This is for an energy "audit" of Marshall Fundamental. Equipment procured via Measure "Y" over 17 years ago is near the end of its energy efficient life. This audit will determine the remaining life of existing equipment, and correct energy deficiencies. The contractor is Schneider Electric.	\$42,891	Aging equipment may need to be upgraded. This audit will determine what and when and provide a guaranteed energy savings proposal. If PUSD executes a contract within 60 days of the audit, this fee is included in the subsequent contract.	This audit will only provide a new scope of work and suggested energy improvement measures. A proposal for action and associated costs will follow.	APPROVAL					
1146	This is the recurring "continuity of work" agreement with Parsons for a six month duration.	\$65,572	Parsons is an expert in managing a Continuity Work Agreement (CWA.)	alone is paid at the rate of \$157 per hour.	DISAPPROVAL This expenditure is only remotely related to the "construction, reconstruction, rehabilitation or replacement of school facilities."					
1147	A contract with WLC architects to prepare a classroom utilization capacity study for 28 school sites. It is part of the Facilities Master Plan process. The data will be presented to the Board in April 2017.	\$72,510	Data on classroom utilization and capacity at each school would be necessary data for a Facilities Master Plan.	This study was also done in 2013. There is no need to redo the study at schools that have not changed. For those schools where classroom additions have been made, it should be data readily available from the school principal, at no cost to the PUSD.	DISAPPROVAL For the few sites upgraded since 2014, these data could be obtained by surveying school principals.					
1148	BR 1148 was not provided, but the attachments were. It is an energy design proposal from Southland Energy for an auditorium and central plant for Longfellow Elementary.	\$118,418	This is a design only for an energy package for Longfellow's auditorium and central plant. It would include an energy assessment for the entire campus.	A proposal for action and associated costs will follow this activity.	APPROVAL					

	ANALYSIS OF BOARD REPORTS 1142 through 1150										
Board Report Item	rt DESCRIPTION COSTS Argument FOR Approval Argument AGAINST A		Argument AGAINST Approval	COC RECOMMENDATION							
1149	There was no BR 1149 provided. It is assumed that it was not related to Measure TT funding.										
1150	This contract is with "All Areas Inspection" to provide inspection services at Sierra Madre Middle School.		Inspection services are required for construction projects.	The contract read to provide services until completion, or until Nov. 30, 2016. The project is complete. The time is past. What is this for? If it is for past work already done, why was it not paid in a timely manner.	DISAPPROVAL						
	SUMMARY	\$329,324		There are no dollars in these BR's for actual construction activity							

BOARD OF EDUCATION PASADENA UNIFIED SCHOOL DISTRICT PASADENA, CALIFORNIA

Topic: APPROVAL AND AWARD OF CONTRACT RC111150:16:17 WITH THE BELTMANN GROUP TO PROVIDE DISTRICTWIDE MOVING SERVICES RELATING TO RFP #25-16/17

RECOMMENDATION: The Board of Education approve and award contract RC1150:16:17 with The Beltmann Group to provide Districtwide Moving Services relating to RFP #25-16/17.

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

I. BACKGROUND

The District advertised a Request to Proposal (RFP) for Districtwide Moving Services. The advertisement was placed in the Pasadena Journal from November 3, 2016 through November 16, 2016 for 14 consecutive days. Five (5) firms responded and the low-bidder was The Beltmann Group. There is an ongoing need for moving services, primarily due to Measure TT projects. These services may include moving and/or packing of furniture, equipment and supplies from one site to another or for storage while construction is in progress.

II. STAFF ANALYSIS

District staff recommends approving contract with The Beltmann Group for Districtwide Moving Services on an as needed basis. Contract term shall be for two (2) years with the option to renew for an additional three (3) years.

The Facilities Subcommittee vetted this board report on January 19, 2017.

Attachment(s): Agreement

Bid Recap Sheet

III. FISCAL IMPACT

Funds are available in the Measure TT Account for projects related to Measure TT construction projects. Services will be provided on an as needed basis.

Pasadena Unified School District

Board of Education Agenda: January 26, 2017

Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding Code: 21.1-95000.0-00000-85000-6276-0000710

Originator: Christine Ward, Administrator, Procurement & Contracts

RFP RECAP NO. 25-16/17											
			Moving S		I.	<u>I</u>	I		<u>I</u>	<u>I</u>	
	RFP DUE DATE AND TIME: 12/08/16, 2pm										
			I			I	I		I	I	
	1	1	2	2	;	3		4	,	5	
										Chipman Relocation	
DESCRIPTION / VENDOR Time Stamp	Graebel 1			ovan		n Group		rvices, Inc.		jistics	
Time Stamp	12/08/16,	12:55pm	12/08/16,	12:37pm	12/08/16	, 11:50am	12/08/16	, 11:25am	12/06/16	i, 1:37pm	
Introduction Letter & Firm Overview	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Exhibit B Financial Interest Certification	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Exhibit E Reference Form	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Exhibit G Noncollusion Declaration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Exhibit H Contractor's Certificate Regarding WC	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
HOURLY RATES	Regular	Prevailing Wage	Regular	Prevailing Wage	Regular	Prevailing Wage	Regular	Prevailing Wage	Regular	Prevailing Wage	
Project Manager	\$ 56.00		\$ 75.71	\$ 88.66	\$0.00	\$0.00	\$ 40.00	\$ 45.00	\$ 45.00	\$ 45.00	
Supervisor	\$ 45.00		\$ 62.11	\$ 68.64	\$ 28.00	\$ 42.00	\$ 32.00	\$ 41.50	\$ 45.00	\$ 45.00	
Foreman	\$ 45.00	NONE	\$ 62.11	\$ 68.64	\$ 26.00	\$ 40.00	\$ 32.00	\$ 41.50	\$ 45.00	\$ 45.00	
Helper/Crewman	\$ 34.00	NE	\$ 39.32	\$ 54.34	\$ 24.00	\$ 38.00	\$ 28.00	\$ 39.50	\$ 45.00	\$ 45.00	
Packers	\$ 36.00	PROVIDED	\$ 49.25	\$ 54.34	\$ 24.00	\$ 38.00	\$ 30.00	\$ 41.50	\$ 48.00	\$ 48.00	
Installers	\$ 40.00	VIC	\$ 49.25	\$ 65.78	\$ 32.00	\$ 44.00	\$ 38.00	\$ 48.00	\$ 50.00	\$ 50.00	
Truck w/lift gate (includes driver)	\$ 68.00)ED	\$ 81.59	\$ 97.24	\$ 55.00	\$ 68.00	\$ 60.00	\$ 66.00	\$ 65.00	\$ 68.00	
Van (includes driver)	\$ 70.00		\$ 81.59	\$ 97.24	\$ 55.00	\$ 68.00	\$ 55.00	\$ 61.00	\$ 65.00	\$ 68.00	
TOTAL BY WAGE TYPE	\$ 394.00		\$ 500.93	\$ 594.88	\$ 244.00	\$ 338.00	\$ 315.00	\$ 384.00	\$ 408.00	\$ 414.00	
MISC ITEMS											
Boxes/Each	\$ 2.00	1.5 cf	\$	2.30	\$	1.75	\$	1.30	\$	1.50	
Carts/Rental/Day	Inclu	ıded	\$	3.00	\$	1.00	\$5.00, no charge of \$5.00/week if kept at	during moving activity. fter move - \$0.714/day	\$ 1.75	each (7) days	
Bins/Week	\$ 2.00	2.7 cf	\$	1.00	\$	1.50	\$	1.25	\$ 2.25	each (7) days	
Shrink Wrap/Roll	\$	25.00	\$	27.00	N	/C		ed in move labor. is part of move)	\$	45.00	
Tape/Roll	\$	2.00	\$	2.50	N	/C	\$	2.00	\$	1.00	
Gondolas	\$ 12.50	weekly rental		\$0.00	N	/C	\$ 5.00	Per week if kept after move	\$ 5.00	(if rented) each (7) days	
Book Carts	\$ 12.50	weekly rental		\$0.00	N	/C	\$ 5.00	Per week if kept after move	\$ 1.75	(if rented) each (7) days	
Speed Packs	\$ 5.00	weekly rental		\$0.00	N	/C	\$ 5.00	Per week if kept after move	\$ 15.00	each	
Dollies	\$ 2.00	weekly rental		\$0.00	N	/C	\$ 2.00	Per week if kept after move	N	/C	
Bubble Pack	\$ 250.00	250 ft roll		\$75.00	\$ 75.00	per roll	\$ 40.00	per roll	\$ 65.00	per roll	
Moving Labels	\$ 15.00	1000 pk		\$0.00	N	/C	N	I/C	N	/C	

1

EXHIBIT A

AGREEMENT

This AGREEMENT is made and entered into this 1st day of February, 2017], between **Pasadena Unified School District**, hereinafter referred to as ("**DISTRICT**"), and **The Beltmann Group**, hereinafter referred to as "**VENDOR**";

ARTICLE I - SCOPE AND SERVICES TO BE PROVIDED BY VENDOR

- 1. Services to Be Provided By VENDOR. VENDOR shall provide to the DISTRICT on the terms herein set forth all of the services articulated in **EXHIBIT C and D** to this Agreement
- 2. Compensation. The rate and price schedule information which includes the cost of all services to be provided pursuant to this AGREEMENT is attached as **EXHIBIT F**.
- 3. Term. VENDOR shall commence providing services under this Agreement as of February 1, 2017, on an as needed basis, and shall thereafter diligently undertake to perform such services as VENDOR is required to perform hereunder throughout the term of this AGREEMENT.

The initial term of this agreement shall be for two (2) years with an option to renew for up to three (3) additional years. Notwithstanding the foregoing, the District shall have such early termination rights as are articulated in Article III hereof.

ARTICLE II - VENDOR'S SERVICES AND RESPONSIBILITIES

- 1. VENDOR's Certifications, Representations and Warranties. The VENDOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and VENDOR acknowledges and agrees that the DISTRICT, in deciding to engage VENDOR pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of VENDOR's engagement hereunder:
 - a. VENDOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, VENDOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.
 - b. VENDOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and nondiscrimination laws.

ARTICLE III - TERMINATION

- 1. This AGREEMENT may be terminated by either party upon ten (10) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of VENDOR; or if the DISTRICT should decide to abandon or indefinitely postpone the services which VENDOR is agreeing to provide pursuant to this AGREEMENT.
- 2. In the event of a termination based upon abandonment or postponement by DISTRICT the DISTRICT shall pay the VENDOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the VENDOR for DISTRICT approved extra services. In ascertaining the services actually rendered hereunder

- up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion.
- 3. This AGREEMENT may be terminated without cause by the DISTRICT upon thirty (30) days written notice to VENDOR. In the event of a termination without cause, the DISTRICT shall pay VENDOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the VENDOR for DISTRICT approved extra services.
- 4. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, VENDOR agrees to continue the work diligently to completion. If the dispute is not resolved, VENDOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but VENDOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the services provided for in this AGREEMENT have been completed, and not before.

ARTICLE IV - COMPENSATION TO THE VENDOR

- 1. The DISTRICT shall compensate the VENDOR as set forth in EXHIBIT F attached hereto and incorporated herein by this reference.
- 2. The prices set forth in EXHIBIT F shall remain valid and in force for one (I) year from the date set forth in Article I, Paragraph 3. Thereafter, prices may be increased or decreased, by mutual consent of both parties at the one (I) year anniversary of the AGREEMENT or at the time of extension. Proposed increases or decreases shall not exceed the average Consumer Price Index (CPI) for the local California area during the preceding four (4) quarters.

ARTICLE V - MISCELLANEOUS

- 1. To the fullest extent permitted by law, VENDOR agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:
 - a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to VENDOR's employees or VENDOR's subcontractor employees arising out of VENDOR's work under this AGREEMENT; and
 - b. Liability for damages for (I) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the VENDOR or any person, firm or corporation employed by the VENDOR upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
 - c. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the VENDOR, or any person, firm or corporation employed by the VENDOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by VENDOR in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
 - d. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement. The VENDOR, at VENDOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the

DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 2. VENDOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect VENDOR and DISTRICT from claims which may arise out of or result from VENDOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. The VENDOR agrees to carry workers' compensation insurance to protect its respective employees at a limit determined by the Labor Code of the State of California and Employers' Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) or its current limit of each, whichever is greater. Proof of such coverage will be furnished prior to the commencement of the AGREEMENT. A waiver of subrogration is required
 - b. The VENDOR shall maintain commercial general and automobile insurance to cover VENDOR's activities with minimum combined single limit per occurrence for bodily injury, personal injury, and property damage of ONE MILLION DOLLARS (\$1,000,000) or VENDOR's current limits, whichever is greater. Commercial general and automobile liability insurance to include premise and automobile operations, products/completed operations, contractual, independent Vendors, broad form property damage, and personal injury. The VENDOR shall provide DISTRICT with a certificate of insurance and original endorsement naming the DISTRICT, its governing board, employees, and volunteers as additional insured with regard to the general liability insurance prior to the commencement of the program.
 - c. Each policy of insurance required in (b) above shall name The Pasadena Unified School District, its agents, and officers as additional insureds; shall state that, with respect to the operations of VENDOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. VENDOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, VENDOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event VENDOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of VENDOR, and in such event VENDOR shall reimburse DISTRICT upon demand for the cost thereof.
- 3. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent Vendor. VENDOR understands and agrees that VENDOR and all of VENDOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR assumes the full responsibility for the acts and/or omissions of VENDOR's employees or agents as they relate to the services to be provided under this AGREEMENT. VENDOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective VENDOR's employees.

- 4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or VENDOR.
- 5. The DISTRICT and VENDOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. VENDOR shall not assign this AGREEMENT.
- 6. This AGREEMENT shall be governed by the laws of the State of California.
- 7. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the VENDOR.
- 8. Time is of the essence with respect to all provisions of this AGREEMENT.
- 9. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof. The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

VENDOR:
By:
DISTRICT: Pasadena Unified School District
By:

Nelson Cayabyab, Chief Facilities Officer

EXHIBIT F

FEE SCHEDULE

All Firms are required to answer in narrative form the following requested information. At a minimum, proposals will be evaluated on the information requested. Additional information included with the proposal will be reviewed. If a proposing firm does not have a specified capability or does not supply a listed service, the firm submitting a proposal must indicate in their proposal the capability or service. The inability of any firm to meet any of the required scope of services may not be grounds for disqualification.

1. Service Costs

- Identify the unit cost for all line items indicated in the Rate Schedule below.
- Separately, identify any and all services your firm can provide that is not listed on the Rate Schedule. Your rate sheet should describe the services and costs and represent your proposed rate structure tailored to this request.
- The cost information provided with this bid will become part of the master agreement. The stringent requirement for cost visibility and predictability requires that costs <u>not</u> identified be deemed to be at <u>no cost</u> to the District.

2. Rate Schedule

Hourly rates for all services shall commence at the time of arrival at the District job site and end at the time of District site departure. No time shall be charged for employees travel to or from the District site.

Dagualan Hassaka

Service Description		Regular Hourly Rate
Project Manager		\$ 4500
Supervisor		\$ 4500
_	38.908	73
Foreman		\$ 4500
Helper/Crewman		\$ 4500
Packers	***	\$ 48 00
Installers	**************************************	\$ 5000
Truck w/lift gate (includes driver)		\$ 65 00
Van (includes driver)	***************************************	\$ 65 00

Service Description		Prevailing Wage Hourly Rate
Project Manager		\$ 4500
Supervisor		\$ 4500
Foreman	***	\$ 4500
Helper/Crewman		\$ 45 00
Packers		\$ 4800
Installers	**************************************	\$ 50 00
Truck w/lift gate (includes driver)		\$ 68 00
Van (includes driver)	***	\$ 68 00
Misc. Items		Unit Cost
Boxes/Each		\$
		1.50 EACH
Carts/Rental/Day	***************************************	\$ 1.75 EACH (7) days
Bins/Week	2002 200 200 200 200 200 200 200 200 20	1.75 EACH (7) days \$ 2.25 EACH (7) days
Shrink Wrap/Roll	***************************************	\$ 45.00 PER
Tape/Roll	***************************************	\$ 1-00 PER
Gondolas - IF RENTED		\$ 5.00 EACH (7) DAYS
Book Carts - IF RENTED		5.00 EACH (7) DAYS 1.75 EACH (7) DAYS
Speed Packs		\$ 15.00 EACH
Dollies	****	\$ 1/0-
Bubble Pack		\$ 65 00 PER ROLL
Moving Labels		\$

Page 2 – Misc. Items

Unprinted News/Roll	\$15.00 per
Dish cartons	\$ 6.00 each
Monitor Bags	\$ 1.50 each
Keyboard Bags	\$ 1.00 each
Mirror cartons	\$ 8.00 each
Brown Paper Pads	\$ 2.00 each

NOTE: Sales tax is 8% on all the material.

BOARD OF EDUCATION PASADENA UNIFIED SCHOOL DISTRICT PASADENA, CALIFORNIA

Meeting Date: January 26, 2017

Topic: <u>APPROVAL OF CREDIT CHANGE ORDER NO. 9 FOR CONTRACT NO. 13-13/14</u> <u>WITH SHENK DEVELOPERS IN THE AMOUNT OF -\$10,450.00 FOR THE WASHINGTON</u> MIDDLE SCHOOL – NEW CONSTRUCTION/CAMPUS ENRICHMENT [PHASE 1]

Recommendation: The Governing Board Approve Credit Change Order No. 9 with Shenk Developers for Contract No. 13-13/14 in the amount of -\$10,450.00 for the Washington Middle School – New Construction/Campus Enrichment [Phase 1].

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

I. BACKGROUND

On June 26, 2014, the Governing Board of the Pasadena Unified School District authorized the Award of PUSD Bid# 13-13/14 for the Washington Middle School –New Gym and Site Work [Phase 1] to Shenk Developers in the amount of \$9,870,000.00. The previous 8 change orders increased the contract amount to \$10,393,863.51. This Change Order No. 9 will decrease the contract value to \$10,383.413.51 for a total percentage of change of 5.0% of the original contracted amount.

II. STAFF ANALYSIS/DISCUSSION

Change Order No. 9 includes the deletion of the network equipment as it was purchased directly by the district. A complete list of the change orders is attached.

District Facilities staff recommends that the Governing Board approve credit Change Order No. 9 with Shenk Developers, Contract No 13-13/14 in the amount of -\$10,450.00 for the Washington Middle School –New Construction/Campus Enrichment [Phase 1].

The Facilities Subcommittee vetted this report on January 19, 2017.

Attachments: Change Order No. 9.

III. FISCAL IMPACT

Funds are available in Measure TT Washington Middle School Account.

Pasadena Unified School District

Board of Education Agenda: January 26, 2017

Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95081.0-00000-85000-6270-0760000

Originator: Nelson M. Cayabyab, Chief Facilities Officer

CHANGE ORDER

Attachment BR 1142-F January 26, 2017

DATE	JF ISSUANCE:	September 29, 2016	DSA APPLICATION 103-113679
CHANG	GE ORDER NO.:	009	DSA FILE NO.:
CONTR	RACT NO.:		LPA PROJECT NO.: 29046.20
PROJE	CT NAMI		ARCHITECT:
	Washington Midd	lle School New Construction	Contact: Rick Musto
			LPA, Inc.
TO:			5161 California Ave., Ste. 100
	Shenk Developers	s	Irvine, CA 92617
	210 North Centra	l Avenue, Suite 225	Ph: 949-261-1001
	Glendale, CA 912	903	Fax: 949-261-1190
The coi		s follows:	
	00040000		
1.		for cost of Cisco Gear	
	Requested by:	PUSD	
	Reason:	District request for contractor to delete purch	nasing of Cisco gear. District will purchase in lieu of Shenk.
	Reference:	CCD-B 028	
			X Credit Add \$ (10,450.00)
	ntract Time will be		eased by working days X No change



DATE OF ISSUANCE:	September 29, 2016 009				DSA APPLICATION I 03-113679					
CHANGE ORDER NO.:					DSA FILE NO.:					
CONTRACT NO.:				LPA	PROJECT	NO.: 290	46.20			
TOTAL COST OF THIS	CHANGE ORDER:				Credit X	Add \$	-10,450.00			
The <i>original Contract su</i>	<i>m</i> was					\$	9,870,000.00			
Net change by previously	authorized Change	Orders				\$	523,863.51			
The Contract sum prior	to this Change Order						10,393,863.51			
The Contract sum will be		Increased X					(10,450.00)			
The new Contract sum ,	including this Change	Order will be				\$_	10,383,413.51			
The Contract Time will be		Increased	Decreased	by	working day	1 <u>X</u> 8	No change			
The date of substantial cor	mpletion as of the date	of this Change (Order is			_	No Change			
ARCHITECT:	LPA,	Inc./ Rick Musto			Date: 12	/14/16				
OWNER:					Date:					
CONTRACTOR					Date:					

BOARD OF EDUCATION PASADENA UNIFIED SCHOOL DISTRICT PASADENA, CALIFORNIA

Topic: <u>APPROVAL OF CHANGE ORDER NO. 10 FOR CONTRACT NO. 13-13/14 WITH SHENK DEVELOPERS IN THE AMOUNT OF \$33,303.00 FOR THE WASHINGTON MIDDLE SCHOOL – NEW CONSTRUCTION/CAMPUS ENRICHMENT [PHASE 1]</u>

Recommendation: The Governing Board Approve Change Order No. 10 with Shenk Developers for Contract No. 13-13/14 in the amount of \$33,303.00 for the Washington Middle School – New Construction/Campus Enrichment [Phase 1].

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

I. BACKGROUND

On June 26, 2014, the Governing Board of the Pasadena Unified School District authorized the Award of PUSD Bid# 13-13/14 for the Washington Middle School –New Gym and Site Work [Phase 1] to Shenk Developers in the amount of \$9,870,000.00. The previous 9 change orders increased the contract amount to \$10,383,413.51. This Change Order No. 10 will increase the contract value to \$10,416.716.51 for a total percentage of change of 5.5%.

II. STAFF ANALYSIS/DISCUSSION

Change Order No. 10 includes some fire alarm and fire sprinkler modifications and additions, some mechanical changes and minor architectural changes. A complete list of change orders is attached. District Facilities staff recommends that the Governing Board approve Change Order No. 10 with Shenk Developers, Contract No 13-13/14 in the amount of \$33,303.00 for the Washington Middle School –New Construction/Campus Enrichment [Phase 1]. These additional Change Orders were necessary to bring the building up to most recent code changes that were not included in the original plans and specifications.

The Facilities Subcommittee vetted this report on January 19, 2017.

Attachments: Change Order No. 10

III. FISCAL IMPACT

Funds are available in Measure TT Washington Middle School MTT project account.

Pasadena Unified School District

Board of Education Agenda: January 26, 2017

Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95081.0-00000-85000-6270-0760000

Originator: Nelson M. Cayabyab, Chief Facilities Officer

CHANGE ORDER

Attachment-BR 1143 January 26, 2017

DATE	OF ISSUANCE:	December 14, 201	6		DSA APPLI	CATION	103-113679	
CHANGE ORDER NO.:		010			DSA FILE N			
	RACT NO.:				LPA PROJE	CT NO.	29046.20	
						_		_
PROJ	ECT NAME				ARCHITEC			
	wasnington Midd	lle School New Constru	action		Contac		Musto	
то:					LPA, Inc		ve., Ste. 100	
10.	Shenk Developers	2			Irvine, C			
		l Avenue, Suite 225			Ph: 94			
	Glendale, CA 912	•			Fax: 949			
	Gieridaie, er (512				1 42. 54.	201 11	50	
Contra	act For: Phase 1	Construction of Buildin	g D (New Gymn	asium, Locker	s, Classrooms), F	Play Field	s and Site Work	
The co	ontract is changed a	s follows:						
		o 10.10 tro.						
1.		associated with RFI 34	6 for the DDC C	Controls at Exha	aust Fans.			
	Requested by:	Shenk Development						
	Reason:	Drawing coordination	n with the magne	etic started and	d the DDC Contro	ols at Ext	naust Fans.	
	Reference:	RFI 346						
					Credit	X Add	\$	4,178.00
The Co	ontract Time will be		Increased	Decreased	by working	days	X No change	
			<u> </u>					
•	00D 1 40D Drovid	a Dawer for Chat Olask	a at Our					
2.	Requested by:	e Power for Shot Clock Shenk Development	s at Gyrri.					
	Reason:	Provide power to (2)	shot clocks.					
	Reference:	RFI 356						
					Credit	X Add	\$	2,581.00
TI O-			l	D	han a samulatara	-l	V N========	
The Co	ontract Time will be		Increased	Decreased	byworking	aays	X No change	
3.	COP 141R Provide	e power to water heate	er					
	Requested by:	Shenk Development						
	Reason:	Water heater in room	n 109 electrical d	connection req	uired.			
	Deference	RFI 336						
	Reference:	nri 330			Credit	X Add	\$	2,847.00
					Oredit	Add	Ψ	2,047.00
The Co	ontract Time will be		Increased	Decreased	by working	davs	X No change	
						, -	<u></u>	
4.		Schlege Permanent co	ores for drawers	•				
	Requested by:	PUSD						
	Reason:	Implement new Distr	ict hardware sta	andard.				
	Reference:	CCD A-026						
					Credit	X Add	\$	940.00
The Co	ontract Time will be		Increased	Decreased	byworking	days	X No change	



DATE OF ISSUANCE: CHANGE ORDER NO.: CONTRACT NO.:		December 14, 20	16		D	DSA APPLICATION 103-113679 DSA FILE NO.:				
		010			D					
						LPA PROJECT NO.: 29046.20				
5.	COP 144 Fire Spri	nklers.		-						
	Requested by:	PUSD								
	Reason:	Replace semi reces	sed heads in Gyr	n soffit to conc	ealed	per District request				
		· · · · · · · · · · · · · · · · · · ·								
	Reference:	Field Request								
						Credit X Add	\$	3,050.00		
The C	ontract Time will be		Increased	Decreased	by _	working days	X No change			
6.	COP 145 Fire Spri									
	Requested by:	Shenk Development								
	Reason:	Provide (4) heads to	Rooms 107, 108	3, 119 and 126.	•					
	Reference:				_					
						Credit X Add	\$	2,639.00		
The C	ontract Time will be		Increased	Decreased	by	working days	X No change			
						<u> </u>				
7.	COP 146R HVAC	Unit Auto Shut down	system.							
	Requested by:	Shenk Development								
	Reason:	Code required shut	down to AC Unit	s by Fire Alarm	syster	m.				
	Reference:	RFI 372								
						Credit X Add	\$	2,989.00		
The C	ontract Time will be	-	Increased	Decreased	by	working days	X No change			
8.	COP 147R Provide	e additional fire alarm	equipment for c	onnection to ex	xisting	campus.				
	Requested by:	Shenk Development	•							
	Reason:	Equipment required	for communicat	ion to existing t	buildin	gs FA panel.				
	Reference:	RFI 375								
						Credit X Add	\$	3,500.00		
The C	ontract Time will be		Increased	Decreased	by	working days	X No change			
9.	COP 149R Increas	se EF-G115 motor ho		HP.						
	Requested by:	Shenk Development								
	Reason:	Higher HP required t	op meet specifie	ed air volume.						
	Reference:	RFI 377								
						Credit X Add	\$	4,200.00		
					<u> </u>		· 	•		
The C	ontract Time will be		Increased	Decreased	bv	working days	X No change			
		-					<u></u> g-			
10.	COP 150 Install te	erminate, test and lab	el 6 pair copper f	from MDF to G	vm IDF	=_				
	Requested by:	Shenk Development			y <u>-</u> .	•				
	Reason:	Additional 6 pair nee		unction of node	es at IF	OF.				
	Reference:					0 111 4 1 1	•			
						Credit X Add	\$	2,879.00		
The C	ontract Time will be		Increased	Decreased	by	_ working days	X No change			
11.	COP 152 Provide	additional fire alarm	equipment per R	FI 378.						
	Requested by:	Shenk Development								
	Reason:	(1) additional smoke	detector require	ed at Storage ro	oom 1	11.				
	Reference:	RFI 378								
		-				Credit X Add	\$	3,500.00		
					<u> </u>		-			
The C	ontract Time will be		Increased	Decreased	by	working days	X No change			



DATE OF ISSUANCE:	December 14, 2016	DSA APPLICATION 103-113679
CHANGE ORDER NO.:	010	DSA FILE NO.:
CONTRACT NO.:		LPA PROJECT NO.: 29046.20

TOTAL COST OF THIS	CHANGE ORDER:		Credit	X Add \$	33,303.00
=	<i>ຠ</i> was				9,870,000.00
	authorized Change Orders				513,413.51
_	to this Change Order was				10,383,413.51
The Contract sum will be	X Increased				33,303.00
The <i>new Contract sum</i> , i	ncluding this Change Order will be			\$	10,416,716.51
The Contract Time will be	Increased	Decreased	byworking	days <u>X</u>	_No change
The date of substantial con	npletion as of the date of this Change	Order is			No Change
A DOLUTEOT	Amel I D		Data	12/14/16	
ARCHITECT:			Date:		_
	LPA, Inc./ Rick Musto				
OWNER:			Date:		
CONTRACTOR			Date:		
CONTRACTOR			Date.		_

BOARD OF EDUCATION PASADENA UNIFIED SCHOOL DISTRICT PASADENA, CALIFORNIA

Topic: <u>APPROVAL OF SCHNEIDER ELECTRIC PERFORMING AN INVESTMENT</u> <u>GRADED AUDIT PROPOSAL FOR IDENTIFYING POTENTIAL UTILITY SAVINGS FOR ENERGY EFFICIENT EQUIPMENT REPLACEMENT/UPGRADES FOR ELIOT MIDDLE SCHOOL.</u>

RECOMMENDATION: The Board of Education Approve Schneider Electric performing an Investment Graded Audit for identifying potential utility savings for energy efficient equipment replacement/upgrades for Eliot Middle School for the amount not to exceed \$34,357.00.

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

I. BACKGROUND:

HVAC equipment installed during Measure Y has reached the end of its efficient life and will need replacement. A prior Bright Schools audit performed in the summer of 2014 found Eliot MS windows, interior and exterior lighting, individual room HVAC, and central plant in need of upgrades.

II. STAFF ANALYSIS:

District staff recommends approving the Schneider Electric Investment Graded Audit proposal in the amount not to exceed \$34,357.00 for identifying utilities for energy efficient equipment replacement/upgrades for Eliot Middle School.

This Board Report was vetted at the Facilities Committee meeting on January 19, 2017.

Attachment: Schneider Electric IGA Eliot Signed.

III. FISCAL IMPACT:

Funds in the total project amount not to exceed of \$34,357.00 are available in the Measure TT Account for the Eliot Middle School project.

Pasadena Unified School District
Board of Education Agenda January 26, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities

Officer

Funding Code: 21.1-95015.0-00000-85000-6210-0700000

Originator: Nelson Cayabyab, Chief Facilities Officer



Investment Grade Audit Agreement

This Investment Grade Audit Agreement ("Agreement") is by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and Pasadena Unified School District ("Customer") for the performance of an Investment Grade Audit to determine the scope of work, guaranteed savings amount, energy conservation measures ("ECMs"), and project price for a comprehensive improvement program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions.

Section A, General Terms and Conditions Section B, Audit Services

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

	Pasadena Unified School District		Schneider Electric Buildings Americas, Inc.
Ву _	(Cignoturo)	By	(Cignoture)
	(Signature)		(Signature)
Print Name		Print Name	Jordan Lerner
Title _		Title	Regional Director
Date		Date	12/14/16



Section A: General Terms and Conditions

1. Entire Agreement

This Agreement, and any documents incorporated by reference, constitute the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be altered or modified except by written instrument signed by a duly authorized representative of each party.

2. Additional Services

Customer may request the addition of services, whereby, ESCO's compensation and scope of services shall be adjusted accordingly. Such changes in the Agreement shall be negotiated in good faith and authorized by written amendment to this Agreement signed by Customer and ESCO. The amendment to the Agreement must be fully executed by Customer and ESCO prior to any actual changes being implemented. Such additional services will become part of this Agreement and subject to the terms and conditions contained herein.

3. Confidentiality

Neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.

4. Insurance

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the Facility is located and the services are being performed with an A.M. Best's rating of at least A- VII.

5. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER 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 Agreement or anything done in connection therewith, such as the use of any deliverable furnished hereunder, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price paid for the specific deliverable or service work performed that gives rise to the claim on which such liability is based.



6. Governing Law

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Facility is located, without regard to its choice of law provisions.

7. Ownership of Work Products

All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this Agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights and intellectual property thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the guaranteed Energy Savings Contract with ESCO.

Work Products may not be shared with any third parties, except to the extent as required by law, without the written permission of ESCO as referenced in this Section A:3.



Section B: Audit Services

1. Responsibilities:

Customer Responsibilities:

- A. Provide ESCO a minimum of twenty-six (26) months of utility invoices for each facility serving each facility, etc. Utilities include natural gas, electric, water, fuel oil, propane or any other fuel source used on the premises.
- B. Provide complete access to Customer's facilities for ESCO to perform the energy efficiency analysis, measuring actual energy use, taking equipment inventory, determining operating schedules, identifying known operational deficiencies, etc.
- C. Provide access to key personnel to discuss operating requirements.
- D. Provide equipment lists and building plans for the purpose of facilitating understanding of the facility characteristics and the current sequences of operation.
- E. Meet with ESCO during the Investment Grade Audit to establish project criteria and make project decisions necessary for ESCO to complete in a timely manner.
- F. Inform ESCO at the point in which Customer becomes aware of any portions of scope that will not be included or funding that will not be available for final project implementation.
- G. Ensure legal review of any contract documents and provide comments to ESCO for negotiation of final guaranteed Energy Savings Contract.

ESCO Responsibilities:

- A. Conduct a project programming meeting, facility walk-through(s) and personnel interview(s) to gain an understanding of facility operations, concerns, needs, and desired performance criteria.
- B. Work with Customer to define performance requirements, financial criteria, and desired project scope of work.
- C. Work with Customer to establish design, equipment, and operation standards with final approval by Customer.
- D. Provide Customer scope of work with final, firm, fixed pricing for a turnkey installation of the proposed project scope of work valid for sixty (60) days.
- E. Provide Customer projected and guaranteed energy and operational savings.
- F. Provide Customer projected construction schedule and staffing plan.
- G. Provide Customer a guaranteed Energy Savings Contract for shovel ready construction project.
- H. Provide Customer a Performance Assurance Support Services ("PASS") plan for the facilities, including a detailed measurement and verification and support services plan.
- Provide Customer a draft marketing/PR and student engagement plan to be implemented during construction.



2. Facilities Included:

Eliot Arts Magnet Academy	156,167 square feet

3. Financial Committment:

- A. If ESCO fulfills responsibilities of this Agreement and Customer DOES NOT execute a guaranteed Energy Savings Contract with ESCO within sixty (60) days of receiving the contract, then Customer agrees to pay ESCO \$34,357.
- B. If ESCO fulfills responsibilities of this Agreement and Customer DOES execute a guaranteed Energy Savings Contract with ESCO within sixty (60) days of receiving contract, then Customer is under no payment obligation for the Agreement. Furthermore, all costs incurred during the Investment Grade Audit service will be included in the guaranteed Energy Savings Contract.
- C. Payments are due and payable thirty (30) days from invoice date. Amounts unpaid thirty (30) days after the invoice date shall bear an interest rate of 1.5% per month (18% per annum).
- D. Customer agrees that until a guaranteed Energy Savings Contract has been executed with ESCO or Customer has paid the Investment Grade Audit fee, the documents, engineering, data, and recommendations developed are the intellectual property of ESCO and may not be shared with any third parties (except to the extent as required by law) without the written permission of ESCO.

BOARD OF EDUCATION PASADENA UNIFIED SCHOOL DISTRICT PASADENA, CALIFORNIA

Topic: APPROVAL OF SCHNEIDER ELECTRIC PERFORMING AN INVESTMENT GRADED AUDIT PROPOSAL FOR IDENTIFYING POTENTIAL UTILITY SAVINGS FOR ENERGY EFFICIENT EQUIPMENT REPLACEMENT/UPGRADES FOR MARSHALL FUNDAMENTAL RELATED TO PROP 39, SUPPLEMENTED WITH MEASURE TT FUNDING.

RECOMMENDATION: The Board of Education Approve Schneider Electric performing an Investment Graded Audit for identifying potential utility savings for energy efficient equipment replacement/upgrades for Marshall Fundamental related to Prop 39, supplemented with Measure TT funding for the amount not to exceed \$42,891.00

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

I. BACKGROUND

Measure Y equipment installed 17+ years ago is at the end of its energy efficient life. A full energy audit is needed to determine remaining life of existing equipment and correct energy deficiencies. HVAC equipment, interior and exterior lighting, and all controls will need examination.

II. STAFF ANALYSIS

District staff recommends approving the Schneider Electric Investment Graded Audit proposal in the amount not to exceed \$42,891.00 for identifying utilities for energy efficient equipment replacement/upgrades for Marshal Fundamental.

This Board Report was vetted at the Facilities Committee meeting.

Attachment: Schneider Electric IGA Marshall Signed.

III. FISCAL IMPACT

Funds in the total project amount not to exceed of \$42,891.00 are available in the Measure TT Account for the Eliot Middle School project.

Pasadena Unified School District Board of Education Agenda January 26, 2017 Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding code: 21.1-95049.0-00000-85000-6285-0950000

Originator: Nelson Cayabyab, Chief Facilities Officer



Investment Grade Audit Agreement

This Investment Grade Audit Agreement ("Agreement") is by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and Pasadena Unified School District ("Customer") for the performance of an Investment Grade Audit to determine the scope of work, guaranteed savings amount, energy conservation measures ("ECMs"), and project price for a comprehensive improvement program adhering to Proposition 39 (California Clean Energy Jobs Act) supporting guidelines approved December 2013, and most recently amended June 2016.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions.

Section A, General Terms and Conditions Section B, Audit Services

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

	Pasadena Unified School District		Schneider Electric Buildings Americas, Inc.
Ву		_ By	
	(Signature)		(Signature)
Print Name		_ Print Name	Jordan Lerner
Title		_ Title	Regional Director
Date		_ Date	12/14/16



Section A: General Terms and Conditions

1. Entire Agreement

This Agreement, and any documents incorporated by reference, constitute the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be altered or modified except by written instrument signed by a duly authorized representative of each party.

2. Additional Services

Customer may request the addition of services, whereby, ESCO's compensation and scope of services shall be adjusted accordingly. Such changes in the Agreement shall be negotiated in good faith and authorized by written amendment to this Agreement signed by Customer and ESCO. The amendment to the Agreement must be fully executed by Customer and ESCO prior to any actual changes being implemented. Such additional services will become part of this Agreement and subject to the terms and conditions contained herein.

3. Confidentiality

Neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.

4. Insurance

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the Facility is located and the services are being performed with an A.M. Best's rating of at least A- VII.

5. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER 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 Agreement or anything done in connection therewith, such as the use of any deliverable furnished hereunder, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price paid for the specific deliverable or service work performed that gives rise to the claim on which such liability is based.



6. Governing Law

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the Facility is located, without regard to its choice of law provisions.

7. Ownership of Work Products

All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this Agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights and intellectual property thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the guaranteed Energy Savings Contract with ESCO.

Work Products may not be shared with any third parties, except to the extent as required by law, without the written permission of ESCO as referenced in this Section A:3.



Section B: Audit Services

1. Responsibilities:

Customer Responsibilities:

- A. Provide ESCO a minimum of twenty-six (26) months of utility invoices for each facility serving each facility, etc. Utilities include natural gas, electric, water, fuel oil, propane or any other fuel source used on the premises.
- B. Provide complete access to Customer's facilities for ESCO to perform the energy efficiency analysis, measuring actual energy use, taking equipment inventory, determining operating schedules, identifying known operational deficiencies, etc.
- C. Provide access to key personnel to discuss operating requirements.
- D. Provide equipment lists and building plans for the purpose of facilitating understanding of the facility characteristics and the current sequences of operation.
- E. Meet with ESCO during the Investment Grade Audit to establish project criteria and make project decisions necessary for ESCO to complete in a timely manner.
- F. Inform ESCO at the point in which Customer becomes aware of any portions of scope that will not be included or funding that will not be available for final project implementation.
- G. Ensure legal review of any contract documents and provide comments to ESCO for negotiation of final guaranteed Energy Savings Contract.

ESCO Responsibilities:

- A. Conduct a project programming meeting, facility walk-through(s) and personnel interview(s) to gain an understanding of facility operations, concerns, needs, and desired performance criteria.
- B. Work with Customer to define performance requirements, financial criteria, and desired project scope of work.
- C. Work with Customer to establish design, equipment, and operation standards with final approval by Customer.
- D. Provide Customer scope of work with final, firm, fixed pricing for a turnkey installation of the proposed project scope of work valid for sixty (60) days.
- E. Provide Customer projected and guaranteed energy and operational savings.
- F. Provide Customer projected construction schedule and staffing plan.
- G. Provide Customer a guaranteed Energy Savings Contract for shovel ready construction project.
- H. Provide Customer a Performance Assurance Support Services ("PASS") plan for the facilities, including a detailed measurement and verification and support services plan.
- Provide Customer a draft marketing/PR and student engagement plan to be implemented during construction.
- J. Completion and submission of an "Energy Expenditure Plan" to the California Energy Commission for approval.



2. Facilities Included:

Marshall Fundamental Secondary School	194,957 square feet

3. Financial Committment:

- A. If ESCO fulfills responsibilities of this Agreement and Customer DOES NOT execute a guaranteed Energy Savings Contract with ESCO within sixty (60) days of receiving the contract, then Customer agrees to pay ESCO \$42,891.
- B. If ESCO fulfills responsibilities of this Agreement and Customer DOES execute a guaranteed Energy Savings Contract with ESCO within sixty (60) days of receiving contract, then Customer is under no payment obligation for the Agreement. Furthermore, all costs incurred during the Investment Grade Audit service will be included in the guaranteed Energy Savings Contract.
- C. Payments are due and payable thirty (30) days from invoice date. Amounts unpaid thirty (30) days after the invoice date shall bear an interest rate of 1.5% per month (18% per annum).
- D. Customer agrees that until a guaranteed Energy Savings Contract has been executed with ESCO or Customer has paid the Investment Grade Audit fee, the documents, engineering, data, and recommendations developed are the intellectual property of ESCO and may not be shared with any third parties (except to the extent as required by law) without the written permission of ESCO.

Report No. <u>1146-F</u> Meeting Date: <u>January 26, 2017</u>

BOARD OF EDUCATION PASADENA UNIFIED SCHOOL DISTRICT PASADENA, CALIFORNIA

Topic: <u>APPROVAL OF RENEWING PARSONS CONSTRUCTORS INC.</u> ADMINISTRATION OF CONTINUITY WORK AGREEMENT.

RECOMMENDATION: The Board of Education approves renewing Parsons Constructors Inc. Administration of Continuity Work Agreement for a six month renewal in the amount of \$65,572.00

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

I. BACKGROUND

On July 1, 2016 the district entered into a six (6) months contract with Parsons to manage the district's ongoing Continuity Work Agreement (CWA). During the course of the six (6) month contract Parson has conducted site visits on active CWA projects. When conducting site visits Parson speaks to General Contractors and their subcontractors emphasizing their obligation to hire locally in the community. Parsons also administers the CWA Grievance procedure and to conduct monthly audits to ensure contractors and subcontractors comply with all CWA requirements. In addition they have coordinated 5 pre job conferences between building trades and contractors for Norma Coombs, Don Benito, John Muir, Field and Marshall Fundamental. This year PUSD has taken a more active role in the work that Parsons is doing by attending all of these pre- job conferences to ensure that contracts and subcontractors are adhering to the requirements as listed in the CWA contract.

II. STAFF ANALYSIS

District staff recommends approving a six (6) month renewal of Parson Constructors Inc. administration of continuity work agreement.

The Facilities Subcommittee vetted this Board Report on January 19, 2017.

Attachments: Action Report and Parsons Consulting Services Agreement

III. FISCAL IMPACT

Funds in the not to exceed amount of \$65,572.00 are available in the Measure TT Account.

Pasadena Unified School District

Board of Education Agenda: January 26, 2017

Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Report No. <u>1146-F</u> Meeting Date: <u>January 26, 2017</u>

Originator: Nelson Cayabyab, Chief Facilities Officer

Parsons Constructors Inc.

100 West Walnut Street * Pasadena, California 91124 * (626) 440-3000 * Fax (626) 440-2516

Staffing Plan & Cost Projection **CWA Administration Services for Pasadena Unified School District** January 01, 2017 - June 30, 2017

Staffing Plan

Position Description	Employee	Hours
Program Manager	Daniel Sloan	0.00
Project Manager	Donald Maurer	208.00
Technical Advisor-Field Specialist	TBD	156.00
Labor Relations Administrator	Zavonna Ford	208.00
Total		572.00

Pricing

January 01, 2017 - June 30, 2017

Position Description		Billing Rates	Hours	Cost
Program Manager	\$	203.00	ı	\$ -
Project Manager	\$	157.00	208.00	\$ 32,656.00
Technical Advisor-Field Specialist	\$	107.00	156.00	\$ 16,692.00
Labor Relations Administrator	\$	78.00	208.00	\$ 16,224.00
Total	Contra	ct Cost		\$ 65,572.00

65,572.00 Total Contract Not-to-Exceed Amount: \$

PARSONS CONSTRUCTORS INC.

Consulting Services Agreement ("Agreement")

CONSULTANT: PARSONS CONSTRUCTORS INC.			Agreement No. :	
CLIENT: PAS	ADENA UNIFIE	D SCHOOL DISTRICT	Client's ID. No. :	
Effective Date: Completion Date: Parso			Parsons' Contact:	Client's Contact:
January 01, 2017 June 30, 2017		Daniel J. Sloan, General Manager Parsons Constructors Inc. 100 W. Walnut Street Pasadena CA 91124	Nelson Cayabyab Chief Finance Officer Pasadena Unified School District 740 West Woodbury Road, Pasadena, CA 91103	
Compensatio	on		Other (as indicate	ad balaw)
	edule (Attachn : not-to-exceed	nent A) I <mark>\$ 65,572.00</mark>	Other (as indicate Lump sum \$	
Item	Mana devel Cond moniperfo Coord award Admi Proad comp Partn qualif Meas Gene subm Sched At the admi Facili Resperfor la	with the Consulting Standa age and administer the Coropment policies and goals uct weekly construction jour both union and contractors and safety of local dinate and co-chair the CW ded contractors and signatinister the CWA grievance of tively educate contractors of liance. We with the Pasadena/Altacty local employment canditure TT projects. The monthly reports regalission. It will be request of the District, mistration of the CWA. Typities Subcommittee. The condition of the CWA. Typities Subcommittee. The condition of the CWA and to all District, union are bor relations issues on Memory and the condition of the condition of anticipated staffing the conditions are conditionally and conditions are conditionally assues on Memory and conditions are conditionally assues and conditions are conditiona	rd Terms and Conditions attached her itinuity of Work Agreement ("CWA"). bsite visits to monitor schedule, compliance with the Continuity of hire placements. /A-required pre-job conferences and cory unions. procedure and act as mediator at the sand other stakeholders about the Conditional decrease of the continuity of the continuity of the continuity of the continuity of the contractor and act as mediator at the contractor and act as mediator at the contractor and contractor appreadates ready for entrance into appreading project and contractor local hir cor-Management Meetings with the stake periodic reports to the Board of poically, these reports have been present contractor inquiries related to the lasure TT construction projects that a levels is attached hereto as Exhibit "All levels is attached hereto as Exhib	I subcontractor mark-up meetings with the e second step and above. EWA policies and requirements to ensure ogram and Flintridge Center to identify nticeship programs and subsequent hire on re performance and Letters of Assent signatory parties. Education about the management and tented every other month to the Board e CWA and act as primary point of contact are subject to the CWA.
Consultant:	Parsons Const	ructors Inc.	Client: Pasadena Unif	ied School District
By:		Date	<u>By:</u>	Date
Name:			<u>Name:</u>	
 1				

CONSULTING STANDARD TERMS AND CONDITIONS

- INTERPRETATION This AGREEMENT, consisting of these standard terms and conditions and the terms/instructions typed on the face of this AGREEMENT together with the Exhibits attached hereto, and all documents, drawings, specifications and instruments specifically referred to herein and made a part hereof shall constitute the entire AGREEMENT between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms hereof. The captions on this AGREEMENT are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this AGREEMENT nor be considered interpretative thereof. Failure of either party to exercise any option, right or privilege under this AGREEMENT or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument.
- 2. SEVERABILITY It is understood and agreed by the parties hereto that if any part, term, or provision with this AGREEMENT is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the AGREEMENT did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of or benefit to either party.
- 3. GOVERNING LAW This AGREEMENT and the Attachments hereto shall be governed by and construed in accordance with the laws of the state in which the WORK is performed. The Parties agree that all actions and proceedings brought against one another shall be litigated in the state to which the WORK is performed, notwithstanding any Choice of Law provisions of said state.
- 4. INDEPENDENT CONTRACTOR In the performance of the services under this AGREEMENT, PARSONS shall be an independent contractor, maintaining complete control of PARSONS' personnel and operations. As such, PARSONS shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this AGREEMENT. PARSONS, its employees and agents shall in no way be regarded nor shall they act as agents or employees of the CLIENT.
- 5. CHANGES The CLIENT, through its authorized representative, without invalidating this AGREEMENT, may order changes within the general scope of the services required by this AGREEMENT by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in PARSONS' cost of, or the time required for, the performance of any part of the work under this AGREEMENT, an equitable adjustment shall be made by mutual agreement and the AGREEMENT modified in writing accordingly. All such changes in the Services shall be in writing and shall be performed subject to the provisions of this AGREEMENT.
- STOP WORK ORDER CLIENT may at any time, by written notice to PARSONS, require PARSONS to stop all or any part of the work called for by this order for a period of up to ninety (90) days after the notice is delivered to PARSONS ("Stop Work

Order"). Upon receipt of the Stop Work Order, PARSONS shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to PARSONS, or within any extension of that period to which the parties have agreed, CLIENT shall either cancel the Stop Work Order, or terminate the work covered by this order as provided in the "Termination" paragraphs of this AGREEMENT. PARSONS shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this AGREEMENT shall be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this order or in PARSONS' costs properly allocable thereto. PARSONS may stop work, at its sole option if CLIENT fails to make payment of PARSONS invoices within thirty days of receipt as required by Article 17 below.

7. TERMINATION

A. The CLIENT may terminate this AGREEMENT in whole or in part at any time by written notice to PARSONS. Such termination shall be effective in the manner specified in said notice, shall be without prejudice to any claims which the CLIENT may have against PARSONS and shall be subject to the other provisions of this AGREEMENT. On receipt of such notice PARSONS shall, except as and to the extent directed, immediately discontinue the services and the placing of subcontractor orders for materials, facilities and supplies in connection with the performance of the services, and shall, if requested, make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to the CLIENT. Thereafter, PARSONS shall do only such work as may be necessary to preserve and protect the services already in progress and to dispose of any property as requested by the CLIENT.

- B. A complete settlement of all claims of PARSONS upon termination of the AGREEMENT, as provided in the preceding paragraph, shall be made as follows:
- 1) The CLIENT shall assume and become liable for all obligations and commitments that PARSONS may have in good faith undertaken or incurred in connection with the services which have not been included in prior payments
- 2) The CLIENT shall compensate PARSONS for the reasonable cost of terminating existing subcontracts and preserving, protecting or disposing of the CLIENT's property and performing any other necessary services after the notice of termination has been received
- 3) The CLIENT shall pay PARSONS for Services performed, prior to date of termination, in accordance with this AGREEMENT. Prior to final settlement, PARSONS shall deliver to the CLIENT all documents and all other required information and data prepared by PARSONS under this AGREEMENT and execute and deliver all documents, and take such other steps as are necessary, to vest fully in the CLIENT the rights and benefits of PARSONS arising from subcontracts issued in connection with this AGREEMENT, unless otherwise requested by the CLIENT in writing.
- WARRANTY PARSONS warrants that the services to be rendered pursuant to this AGREEMENT shall be performed in accordance with the standards customarily provided by an

- experienced and competent professional organization rendering the same or similar services in the same locality. This warranty shall extend for a period of one year from the date of PARSONS' completion of the WORK.
- 9. INDEMNITY PARSONS shall indemnify and hold the CLIENT harmless from and against claims, liabilities, suits, loss, cost, expense and damages to the extent caused by a negligent act or omission of PARSONS in the performance of work and service pursuant to this AGREEMENT. PARSONS' liability for all of the aforesaid matters is limited to the monetary limits specified in Article 26.
- 10. FORCE MAJEURE/DELAYS The respective duties and obligations of the parties hereunder (except the CLIENT's obligation to pay PARSONS such sums as may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, governmental action, war acts, acts of God, acts of the CLIENT, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due. If any delay beyond the reasonable control of PARSONS causes an increase or decrease in PARSONS' cost of, or the time required for, the performance of any part of the WORK under this AGREEMENT, an equitable adjustment shall be made by mutual agreement and the AGREEMENT modified in writing accordingly.
- 11. ASSIGNMENTS All obligations and covenants herein contained shall be intended to be binding upon the successors and assigns of PARSONS and the CLIENT. PARSONS shall not assign this AGREEMENT without the prior written consent of the CLIENT, which consent shall not be unreasonably withheld.
- 12. CONSEQUENTIAL DAMAGES In no event shall PARSONS or its subcontractors or vendors of any tier be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as but not limited to, loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, loss of business opportunity, non-operation or increased expense of operation of other equipment of systems, cost of capital, or cost of purchased or replacement equipment or systems.
- 13. INSURANCE PARSONS shall place and maintain with responsible insurance carriers the following insurance. At CLIENT's request, PARSONS shall deliver to CLIENT certificates of insurance which shall provide thirty days notice to be given to CLIENT in event of a cancellation.
 - A. Workers' Compensation and Employer's Liability Insurance
 - Workers Compensation in compliance with the applicable state and federal laws
 - Employer's Liability Limit \$1,000,000
 - B. <u>Comprehensive General Liability Insurance</u> including Blanket Contractual, XCU* Hazards, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.
 - *Explosion, Collapse and Underground
 - C. <u>Comprehensive Automobile Liability Insurance</u> including owned, hired and nonowned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.
 - D. Architects & Engineers Professional Liability Insurance

- affording, professional, liability, if any, to a combined single limit of \$1,000,000 each occurrence/claim, subject to \$2,000.000 annual aggregate.
- 14. ACCEPTANCE BY CLIENT The WORK shall be deemed accepted by CLIENT unless, within fifteen (15) days after receipt of PARSONS' written notification of final completion, CLIENT will have given PARSONS written notice specifying in detail wherein the WORK is deficient, whereupon PARSONS will promptly proceed to make necessary corrections and, upon completion, the WORK shall be deemed accepted by CLIENT.
- 15. CLIENT FURNISHED DATA, DRAWINGS, AND SPECIFICATIONS
 PARSONS shall have no liability for defects in the WORK
 attributable to PARSONS' reliance upon or use of data, design
 criteria, drawings, specifications or other information furnished
 by CLIENT and CLIENT agrees to indemnify and hold PARSONS
 harmless from any and all claims and judgments, and all losses,
 costs and expenses arising therefrom. PARSONS shall disclose
 to CLIENT, prior to use thereof, defects or omissions in the
 data, design criteria, drawings, specifications or other
 information furnished by CLIENT to PARSONS that PARSONS
 may reasonably discover in its review and inspection thereof.
- 16. **REUSE OF DOCUMENTS** All documents including drawings and specifications prepared by PARSONS pursuant to this AGREEMENT are instruments of its services in respect of the PROJECT. They are not intended or represented to be suitable for reuse by CLIENT or others on extension of the PROJECT or on any other project. Any reuse without specific written verification or adaptation by PARSONS will be at CLIENT's sole risk and without liability or legal exposure to PARSONS, and CLIENT shall indemnify and hold harmless PARSONS from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle PARSONS to further compensation at rates to be agreed upon by CLIENT and PARSONS.
- 17. **INVOICING AND PAYMENT** Invoices are due and payable within thirty days after receipt. Interest at the rate of 11/2% per month or the maximum rate allowable under the usury laws of the state in which the services is performed, whichever is lower, is due and all payments not paid on or before the 45th day after the invoice date. Interest shall be computed from the date of the invoice. In the event legal proceedings are necessary to collect payments not paid when due, CLIENT shall pay, in addition to such payments, PARSONS' reasonable attorney's fees and legal costs associated therewith. In addition, PARSONS may, after giving seven days written notice to CLIENT, suspend services under this AGREEMENT until PARSONS has been paid in full all amounts due for services, expenses and charges. The contract value shall be increased accordingly by the amount of PARSONS' reasonable costs of shut down, delay and start up, which shall be effected in accordance with Article 5, above. If CLIENT disputes any portion of a request for payment, CLIENT shall pay the undisputed portion of such request as provided herein and shall promptly notify PARSONS of the amount in dispute and the reason therefor. Any portion of the disputed amount which is ultimately agreed upon by CLIENT and PARSONS, to be owed to PARSONS, shall accrue interest at the rate and commencing upon the date stipulated in this Article. Unless otherwise specified on the face page of this AGREEMENT, invoices will not require support documentation. For any work provided on a time and materials or cost reimbursable basis, CLIENT shall not be obligated to pay PARSONS any amount in excess of the stated not-to-exceed AGREEMENT price, and PARSONS shall not be obligated to

continue performance if to do so would exceed the not-to-exceed AGREEMENT price, unless and until CLIENT shall have notified PARSONS in writing that the not-to-exceed AGREEMENT price has been increased and shall have specified in the notice a revised price that shall constitute the new price for performance under this AGREEMENT.

- 18. AUDIT PARSONS shall maintain records and accounts on a generally recognized accounting basis to support all charges billed to CLIENT for a period of two years from the completion of the WORK. Said records shall be available for inspection by CLIENT or his authorized representative at mutually convenient times. However, there will be no financial audit of the composition of any lump sum amount, PARSONS' fixed rates or unit rates or fixed percentages.
- 19. **EQUAL EMPLOYMENT OPPORTUNITY** The Non-Discrimination clause contained in Section 202, Executive Order 11246, as amended, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulation prescribed by the Secretary of Labor (41 CFR, Chapter 60, 41 CFR 60-250 and 41 CFR 60-741) are incorporated herein.
- 20. RIGHT OF ENTRY, PERMITS, WORK SIT INFORMATION AND UTILITIES CLIENT shall obtain all necessary permits and licenses and shall grant or provide right of entry for PARSONS and its contractors to carry out the Work. CLIENT warrants that it has furnished PARSONS all information known to, or suspected by, CLIENT relating to the past and present work site conditions, including soil and groundwater information, hazardous substances and subsurface facilities. CLIENT agrees that PARSONS may rely on the information provided.
- HEALTH AND SAFETY PARSONS shall be responsible only for its activities and those of its workers. CLIENT or its contractor shall be designated Prime Contractor and be responsible for work site safety.
- 22. NOTICES All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this AGREEMENT or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

If to Parsons:

Attn: Mr. Daniel J. Sloan, General Manager

Parsons Constructors Inc. 100 West Walnut Street Pasadena, CA 91124 Dan.Sloan@parsons.com

Copy to: Mr. Joe Bollert

Parsons Environment & Infrastructure Group Inc.

100 West Walnut Street Pasadena, CA 91124 joe.bollert@parsons.com

If to Client: Nelson Cayabyab

Chief Finance Officer

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

- 23. LICENSE With respect to all subject matter including ideas, processes, designs and methods which PARSONS shall disclose or use in the performance of this Agreement, (i) PARSONS warrants to CLIENT that Parsons has the right to make disclosure and use thereof without liability to others, and (ii) to the extent that PARSONS has patent applications, patents, or other rights in the subject matter, PARSONS owns all such intellectual property, and grants to CLIENT a royalty free, perpetual non-exclusive license to use such improvements and inventions for the project, without any right to grant sublicenses.
- 24. **CONFIDENTIALITY** Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same degree of care that it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other parties under this AGREEMENT. Each party shall promptly notify the applicable party of any actual or suspected misuse or unauthorized disclosure of such other party's Confidential Information.

"Confidential Information" of a party means any information in any media or form of expression disclosed by that party to another pursuant to this agreement, which (a) relates to the disclosing party's materials, services, technology (including Software and Documentation), data, finances, personnel, business plans, software, trade secrets, technical information, inventions, ideas, concepts, know how, works of authorship, marketing plans, agreements with third parties, customers, or suppliers, or (b) if marked confidential or if the receiving party reasonably should have known the information was confidential. Notwithstanding the above, Confidential Information shall not include information of the disclosing party which: (i) was generally available to the public at the time it was disclosed or became generally available to the public through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development: or (v) becomes known to the receiving party. without restriction, from a source other than the disclosing party without breach of this AGREEMENT by the receiving party and otherwise not in violation of the disclosing party's rights. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

25. ORDER OF PRECEDENCE Any inconsistency or conflict between the standard terms and conditions set forth herein and those typed on the face of this AGREEMENT or any attachment thereof shall be resolved by giving precedence in the following order: First, typed instructions and/or conditions on the face of the AGREEMENT; Second, the Engineering Standard Terms and Conditions; and Third, the attachment(s) (if any) attached hereto.

26. LIMITATION ON LIABILITY To the fullest extent permitted by law, the total liability, in the aggregate, of PARSONS, its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever including attorneys' fees and costs and expert witness fees and costs arising out of, resulting from or in any way related to the performance of the WORK pursuant to this AGREEMENT from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by PARSONS for the performance of the

WORK pursuant to this AGREEMENT or \$50,000 whichever is greater.

CHANGES IN THESE TERMS AND CONDITIONS ARE NOT BINDING ON PARSONS UNLESS THEY ARE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PARSONS

EXHIBIT "A"

Name	Labor Category	Billing Rate	Average Hrs Per Week	Total Estimated Hours	Billable Amount
Daniel Sloan	Program Manager	\$203.00	As Needed		-
Donald Maurer	Project Manager	<mark>\$157.00</mark>	8	<mark>208</mark>	<mark>\$32,656.00</mark>
TBD	Technical Advisor - Field Specialist	<mark>\$107.00</mark>	6	<mark>156</mark>	\$16,692.00
Zavonna Ford	Labor Relations Administrator	<mark>\$78.00</mark>	8	<mark>208</mark>	\$16,224.00
Total				<mark>572</mark>	<mark>\$65,572.00</mark>
			Total Contract NTE		\$65,572.00

BOARD OF EDUCATION PASADENA UNIFIED SCHOOL DISTRICT PASADENA, CALIFORNIA

Topic: APPROVAL OF WLC ARCHITECTS' PROPOSAL TO CONTINUE THE FACILITIES MASTER PLAN PROCESS THAT IS TO PREPARE CLASSROOM UTILIZATION/ CAPACITY STUDY FOR 28 SCHOOL SITES.

RECOMMENDATION: The Board of Education approves the professional services proposal with WLC Architects to prepare classroom utilization capacity study for 28 school sites in the amount of \$72,510.00

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

I. BACKGROUND

As part of the master planning efforts throughout the district it is important to know classroom utilization/ capacity for current school site locations Which included eighteen (18) elementary Schools, four (4) middle schools, two (2) 6-12 Secondary Schools, two (2) Comprehensive High Schools and two (2) Alternative Schools. This study will provide the district with physical data to determine impact on enrollment shifts when planning the construction of school site facilities in the immediate and long term plan.

II. STAFF ANALYSIS

District staff recommends approving the proposal to prepare the Existing Classroom Utilization / Capacity Study – this work has already been completed as part of the Educational and Facilities Master Plan process previously approved by the Board of Education. This was additional work and was necessary to verify and update the previous capacity study done in FY 2013. This information will be part of the Facilities Master Plan for construction report expected to be presented to the Board of Education in April 2017.

The Facilities Committee vetted this Board Report on January 19, 2017.

Attachments: The Existing Classroom Utilization/ Capacity Study Proposal

III. FISCAL IMPACT

Funds in the not to exceed amount of \$72,510 are available in the Measure TT Account.

Pasadena Unified School District
Board of Education Agenda: January 26, 2017
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding Code: 9500.00000.8500062100000710

Originator: Nelson Cayabyab, Chief Facilities Officer



RECEIVED

DEC 1 5 2016

FACILITIES DEPT.

December 15, 2016

Mr. Nelson Cayabyab Chief Facilities Officer Pasadena Unified School District 740 West Woodbury Road Pasadena, CA 91103

Re:

Proposal to Prepare the Existing Classroom Utilization/Capacity Study

Existing Classroom Capacity Analysis Pasadena Unified School District

Project 1619500.06

Dear Nelson:

Per our recent discussions, I have prepared this proposal to assist the Pasadena Unified School District in performing the existing classroom utilization/capacity studies for all the current school sites. The study will provide the District with physical data to determine impact on enrollment shifts and will serve as a valuable planning tool to accomplish this goal.

WLC understands that PUSD is interested in having WLC prepare the existing classroom utilization/capacity study that will be proposed to the Board of Education. WLC understands that the District currently operates (18) elementary schools, (4) middle schools, (2) 6-12 secondary schools, (2) comprehensive high schools, and (2) alternative schools, making a total of 28 existing facilities the classroom utilization/capacity effort will consider.

Elementary School Sites (18)

Altadena	Cleveland	Don Benito	Field
Franklin	Hamilton	Jackson	Jefferson
Longfellow	Madison	McKinley	Norma Coombs
Roosevelt	San Rafael	Sierra Madre	Washington
Webster	Willard		

Middle School Sites (4)

Eliot	Sierra Madre	Washington	Wilson	
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6-12 Secondary Schools (2)

		_
Blair	Marshall	

High School Sites (2)

Pasadena	Muir	

Mr. Nelson Cayabyab
Proposal to Prepare the Existing Classroom Utilization/Capacity Study
Existing Classroom Capacity Analysis
Pasadena Unified School District
Project 1619500.06
December 15, 2016
Page 2

Alternative Sites (2)

Rose City	Center for Independent Study (CIS)
-----------	------------------------------------

Scope of Work and Services:

WLC would provide PUSD the following:

- 1. Conduct site surveying assessment.
- 2. Verify the square footage of existing classrooms as well as potential spaces that can become classrooms.
- 3. Provide analysis and documentation to include grade level, classroom number and size, PUSD and CDE loading standards, and PUSD and CDE capacity information.
- 4. Provide site plan to indicate the physical classroom location and grade designation.

Fee Proposal:

Please refer to the attached Exhibit A for the assessment areas. You will see that it is categorized per task description.

WLC estimates that the professional fees associated with the preparation of the Classroom Utilization/Capacity Study to provide the services described above will be **§72,510.00**.

For additional services, the architectural compensation shall be negotiated with you prior to proceeding with the work.

Deliverables:

Per the District's request, the Classroom Utilization/Capacity Study will be delivered in electronic format along with ten hard-print color copies within the fee structure outlined above. Additional copies will/can be provided at WLC's direct printing cost.

Mr. Nelson Cayabyab
Proposal to Prepare the Existing Classroom Utilization/Capacity Study
Existing Classroom Capacity Analysis
Pasadena Unified School District
Project 1619500.06
December 15, 2016
Page 3

Excluded Services:

The following services are specifically <u>excluded</u> from the FMP services anticipated within this proposal.

- Demographic studies
- Traffic studies
- CEQA planning services
- Topographic and boundary survey engineering
- Hazardous material studies and reports
- Seismic safety studies and reports
- Detailed cost estimating
- CAD site drawings (it is assumed that PUSD will provide 1A diagrams of each site)
- 3D renderings of potential improvements

Schedule:

WLC understands that time is of the essence and we are prepared to commence work on the Existing Classroom Utilization/Capacity Study immediately upon being given a Notice to Proceed. We roughly anticipate the full scope of services to take approximately 3 months to complete.

In conclusion, thank you for this opportunity to provide this proposal and continued service to PUSD.

Sincerely,

ROBERT J. HENSLEY

Architect, AIA

LEED™ AP

Chairman, Principal

RH:KW:hb/P01619500x1-fp

Attachments: Exhibit A

cc: Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.

Konni Wong, LEED™ AP BD+C, Project Manager, WLC Architects, Inc.



USD Existing Classroom Utilization and Capacity Study						Exhibit A	
Pasadena Unified School District		Archit	ectural Hour	s Required			December 15, 2016
Task Description	Total Hours	Principal Architect	Project Manager	Design Team	Tech Resource/ Graphic Team		Total Fee By Task
Site Surveying Assessment (total 28 school sites)							
1 (18) Bementary Schools	106		53	53		\$	17,225.00
2 (4) Middle Schools	28		14	14		\$	4,550.00
3 (2) 6-12 Schools	30		15	15		\$	4.875.00
4 (2) High Schools	32		16	16		\$	5,200.00
5 (2) Alternative Schools	6		3	3		\$	975.00
Subtotal Hours	202						
Analyze data and document worksheet to Include grade level, classroom number, space usages, PUSD and CDE loading standards, and PUSD and CDE capacity information (total 28 school sites)							
1 (18) Bementary Schools	54	3	51			\$	9,585.00
2 (4) Middle Schools	13	1	12			\$	2,320 .00
3 (2) 6-12 Schools	14	1	13			\$	2,495.00
4 (2) High Schools	14	1	13			\$	2,495.00
5 (2) Alternative Schools	5	1	4			\$	920.00
Subtotal Hours	100						
Create site plans to graphically indicate grade levels, classroom numbers and locations, and space usages (total 28 school sites)							
1 (18) Bementary Schools	83	2	27		54	\$	10.565.00
2 (4) Middle Schools	24	1	8		15	\$	3,120.00
3 (2) 6-12 Schools	24	1	5		18	\$	2.895.00
4 (2) High Schools	27	1	6		20	\$	3.270.00
5 (2) Alternative Schools	_11	1	4		6	\$	1,520.00
Subtotal Hours	169						
Total Hours	471	13	244	101	113		
					sign Fees		72,010.00
			Re	eimbursable E			500.00
				Grand T	otal Fees	\$	72,510.00

BOARD OF EDUCATION PASADENA UNIFIED SCHOOL DISTRICT PASADENA, CALIFORNIA

Meeting Date: January 26, 2017

Topic: <u>APPROVAL OF SOUTHLAND ENERGY TO COMPLETE A DESIGN PACKAGE</u> FOR THE AUDITORIUM AND CENTRAL PLANT AT LONGFELLOW ELEMENTARY TO ALSO INCLUDE AN INVESTMENT GRADE AUDIT ASSESSMENT.

RECOMMENDATION: The Board of Education approves the professional services proposal for Southland Energy to complete a design package for the Auditorium and Central Plant at Longfellow Elementary.

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

I. BACKGROUND

Measure Y equipment installed 17+ years ago is at the end of its energy efficient life. A full energy audit is needed to determine remaining life of existing equipment and correct energy deficiencies.

II. STAFF ANALYSIS

District staff recommends approving the Southland Energy complete Design Package for the Auditorium and Central plant at Longfellow Elementary School, to also include an Investment Graded Audit Assessment for identifying utilities for energy efficient equipment replacement/upgrades for the remainder of the campus.

The Facilities Committee vetted this Board Report on January 19, 2017.

Attachments: Southland Energy Proposal

III. FISCAL IMPACT

Funds in the not to exceed amount of \$118,416.00 are available in the Measure TT Account for the Long Fellow School project.

Pasadena Unified School District

Board of Education Agenda: January 26, 2017

Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding Code: 21.1-95049.0-00000-85000-6285-0950000

Originator: Nelson Cayabyab, Chief Facilities Officer



December 21, 2016

Nelson Cayabyab Pasadena Unified School District 740 W. Woodbury Rd. Altadena. CA 91001

Re: Proposal for Longfellow Elementary School

Dear Nelson,

Southland Energy is pleased to present our proposal to the Pasadena Unified School District (PUSD) for development and design services, which are more fully described in the accompanying proposal. Our work will include design services (Attachment A) to complete a Design package for the Auditorium and Central Plant. It will also include an Investment Grade Assessment (IGA) for the remaining portions of the campus. The scope of work in this proposal reflects our current understanding of PUSD's goals as discussed in our kick-off meeting held on December 14, 2016. Our efforts will reflect the District's priority to complete the work already identified by the District to be implemented at Longfellow Elementary School. For those Energy Conservation Measures (ECMs), we will proceed directly to an IGA with engineering sufficient to obtain firm-fixed pricing for implementation. In the case of the Chilled Water Plant, Heating Hot Water Plant, and the Auditorium HVAC System, engineering will be taken to 100% design with the output of this phase of the work a package ready for construction. The scope of work accompanying this proposal describes the services, assumptions, schedule, and cost to complete the work.

We look forward to working with the Pasadena Unified School District on this important Project. Please contact me if you have any questions about this proposal.

Sincerely,

Jennifer Lee
Envise
7421 Orangewood Ave
Garden Grove, CA 92841
(714) 943-0150 Mobile
(714) 657-1500 Office
ilee@enviseco.com



SCOPE OF WORK

Investment grade assessment services ("IGA Services") will be performed as described below:

Locations

The investment grade assessment will be conducted for the following site(s):

1. Longfellow Elementary School

ECMs

Evaluate the seven (7) ECMs and alternate options shown below:

- 1. Heating and Cooling Central Plant Upgrade
- 2. Auditorium AHU and Air Distribution System Upgrades
- 3. Classroom AHU Upgrades
- 4. Interior and Exterior Lighting and Lighting Controls Retrofit
- 5. Water Conservation Measures
- 6. Solar Photovoltaic Installation
- 7. Campus-wide EMS Solutions

Meetings

- 1) Project meetings will include a kickoff meeting with SOUTHLAND and PUSD to discuss the following:
 - Project goals, scope, process and schedule.
 - SOUTHLAND and PUSD's expectations, needs and preferences as well as any issues or constraints.
 - SOUTHLAND's data needs which include site maps, utility data, ASBUILTs / existing drawings, and equipment inventory where available.
 - Site work protocols and procedures for SOUTHLAND including safety, security, allowable work hours, vehicle parking, and access to facility areas.
- 2) Four (4) IGA update meetings: status, planning and coordination meetings with SOUTHLAND and PUSD via telephone conference call.
- 3) Two (2) coordination meetings with campus architects (WLC)
- 4) Two (2) design review meetings



5) A final IGA presentation meeting with SOUTHLAND and PUSD to discuss the findings and recommendations presented in the IGA report and to determine the next steps.

Site Visits

Site visits will occur as required to meet with site personnel, collect facility information, take measurements, install data collection equipment, and meet with vendors and subcontractors.

Coordination with Campus Architects

During design of the central plant and Auditorium AHU systems, SOUTHLAND will coordinate with the campus architects (WLC) and take into consideration the Auditorium modernization scope and specifications.

Final IGA Report

SOUTHLAND will develop and submit an IGA report that includes the following information:

- Executive Summary Overview of the project's scope of work, financials and next steps.
- IGA Development Process Detailed description of how the IGA report was developed.
- Updated Utility Utility analysis that examines relevant utility information for the past thirty-six (36) months (as available from PUSD and SOUTHLAND) to establish base year consumption, costs and rates for electricity and natural gas.
- Updated Energy Allocation Analysis Energy allocation analysis that reflects actual
 end use energy consumption determined from measurements and data gathered
 during the IGA. This analysis examines end use energy consumption for significant
 systems and equipment and relates it to the total utility consumption for the facilities.
 We will utilize metered data provided by PUSD and will also install data loggers for
 key systems as required.
- Energy Conservation Measures Detailed discussion of each ECM including existing conditions, proposed solution, scope of work for implementation, and expected benefits, savings, and implementation costs. Data to support the recommendations and conclusions for each ECM will be provided in sufficient detail to enable PUSD to make an independent evaluation of each ECM. For example, the energy and O&M savings analysis will include the following:
 - Base year energy use and cost.
 - Post-retrofit energy use and cost.
 - Savings estimates including analysis methodology, supporting calculations and assumptions.
 - Explanation of how savings duplication or interactions between retrofit options is avoided.



- Operation and maintenance savings methodology, calculations and key assumptions.
- Spreadsheet analysis and/or computer simulation (where appropriate). Each analysis will include a short description and statement of key input data.
- Cost Benefit Analysis Provides a detailed financial analysis including Pro Forma (cash flow) models and Life Cycle Cost Analysis (LCCA). These analyses will include inflation rates, discount rates and fuel and electricity escalation rates. Future savings will reasonably consider such factors as equipment degradation, expected usage factor, incremental increase in maintenance costs, if applicable, overhaul reserves, etc. as appropriate for the Project.
- Project Rebates, Grants, and Incentives Provides a detailed description of available rebate and incentive programs that the Project may be eligible for including all related documentation necessary to complete the application process. SOUTHLAND will initiate the rebate and incentive process and will provide a schedule identifying key tasks, milestones and roles and responsibilities.
- Project Cost Estimates Provides a detailed cost estimate for each recommended ECM and the overall Project package. Includes a preliminary schedule of values for the implementation phase of the Project.
- Project Design and Construction Schedule Provides a preliminary Project design and construction schedule (Microsoft Project Gantt Chart format) identifying each task/function including key milestones and responsible parties.
- IGA Design Drawings Design drawings will be provided as required to document firm-fixed pricing. Design documents will sufficiently describe the function and features of the proposed solution, and provide sufficient detail to support the firm design-build construction costs. The types of drawings required for this Project may vary from schematic/conceptual design level up to approximately 50% design level. Some ECMs such as interior lighting may not have drawings.
- DSA Design Package 100% design drawings for central plant upgrade and Auditorium HVAC reconfiguration (Attachment A)

Assumptions and Clarifications

The following assumptions and clarifications apply to the scope and costs in this proposal.

- Facility data/information will be made available in a timely fashion including utility bills, facility construction drawings, equipment data, and O&M data.
- IGA will involve temporary metering equipment. Costs for procurement or installation of permanent measurement and monitoring equipment are not included. These services can be provided for additional compensation.
- SOUTHLAND will require close coordination with facility staff and other PUSD personnel in order to successfully complete the IGA. We assume that appropriate



personnel will be available to support the IGA during the site visits and meetings and also for follow-up consultations.

 PUSD will provide escorts for our engineering personnel if needed while visiting the facilities. PUSD will arrange and provide access for SOUTHLAND to all facility areas and equipment as needed to complete the work.

IGA Deliverables

- 1. Meeting Notes
- 2. Draft IGA Report (90%)
- 3. Bound Final 100% IGA Report
- 4. CD copies of all documents
- 5. Stamped design drawings for central plant upgrades and auditorium AHU upgrades

IGA Exclusions

- 1. Final construction plans (part of construction phase).
- 2. Specifications (part of construction phase).
- 3. Permits (part of construction phase).

Schedule

SOUTHLAND will begin work immediately following execution of an agreement. We estimate that the IGA will take approximately five (5) calendar months from the date of execution. A preliminary list of tasks and time frames is included below. Following execution of the agreement we will schedule the kick-off meeting and work with PUSD to coordinate the schedule for the IGA work.

Mi	ilestones	Calendar Days from Execution
•	Kick-off Meeting	15
•	ECM Review Meeting – Finalize ECMs	50
•	Submission of Pre-Final Report (90%)	110
•	Pre-Final Report Review Meeting	120
•	Submission of Final Report	150

Costs

SOUTHLAND's price to provide the IGA and Design services described herein is a fixed lumpsum price of **One Hundred Eighteen Thousand**, **Four Hundred Sixteen Dollars (\$118,416)**.

ATTACHMENT A

Proposal For Engineering Services For Central Chilled Water Plant And Heating Hot Water Plant Upgrades, And Auditorium HVAC System Upgrade

PROJECT OVERVIEW

1) Project Purpose and Goals

The purpose of this project is to improve system performance, reduce operating costs, and eliminate failing equipment by replacing the existing chilled water plant and heating hot water plant, and upgrading the HVAC system for the auditorium. Southland's understanding of the overarching goals for the project include:

- a) Chilled Water Plant
 - i) Replace the existing, aging, failing central plant equipment. Remove and dispose of existing equipment that is being replaced.
 - ii) Improve the energy efficiency of the chilled water plant.
 - iii) Improve the maintainability of the chilled water plant equipment.
 - iv) Noise from operation of the chilled water plant will not affect school operations nor neighboring residential areas.
 - v) Upgrade of the chilled water plant controls to PUSD's standards, and integration with the District-wide energy management and control system (EMCS).
 - vi) Improve visibility of the system's operation and energy use to PUSD's Facilities team through the EMCS.
- b) Heating Hot Water Plant
 - i) Replace the existing, aging central plant equipment. Remove and dispose of existing equipment that is being replaced.
 - ii) Improve the energy efficiency of the heating hot water plant.
 - iii) Improve the maintainability of the heating hot water plant equipment.
 - iv) Noise from operation of the heating hot water plant will not affect school operations nor neighboring residential areas.
 - v) Upgrade of the heating hot water plant controls to PUSD's standards, and integration with the District-wide EMCS.
 - vi) Improve visibility of the system's operation and energy use to PUSD's Facilities team through the EMCS.
- c) Auditorium HVAC System
 - i) Reduce the noise caused by the HVAC system that adversely impacts the use of the main auditorium area.
 - ii) Improve the configuration and performance of the HVAC system in order to improve comfort for occupants of the auditorium. Remove and dispose of existing equipment that is being replaced.
 - iii) Coordinate the HVAC improvements with the modernization planning by PUSD's consultant (WLC).
 - iv) Improve the maintainability of the HVAC equipment.
 - v) Maintain the air-side economizer functionality of the HVAC system.
 - vi) Improve the energy efficiency of the system.
 - vii) Upgrade of the controls to PUSD's standards, and integration with the District-wide EMCS.
 - viii) Improve visibility of the system's operation and energy use to PUSD's Facilities team through the EMCS.

ATTACHMENT A

Proposal For Engineering Services For Central Chilled Water Plant And Heating Hot Water Plant Upgrades, And Auditorium HVAC System Upgrade

2) Existing Conditions

- a) The existing HVAC systems at Longfellow Elementary School consist of a central cooling and heating plant supplying 4-pipe fan coils and air handlers serving individual classrooms, admin spaces and auditorium.
- b) The central chilled water (CHW) plant is located in an enclosed mechanical yard between the main building and new classroom addition to the east. The CHW plant consists of an evaporative cooled chiller-in-box system with approximately 200 tons of capacity. The existing chiller is reaching the end of its useful life and in need of replacement.
- c) The central heating hot water (HHW) plant is co-located with the CHW plant and consists of two existing AJAX natural gas fired boilers, each with rated input of 1.5MMBtu and output of 1.28MMBtu. The boilers are also close to the end of their service life and need to be replaced.

SCOPE OF ENGINEERING SERVICES

1) Overview of Engineering Services

Southland will provide engineering services to develop and design the upgrades for the CHW plant, HHW plant, and auditorium HVAC system as described in the following Scope of Work section. The main deliverable is a design document package that has been approved by DSA and is ready to issue for construction.

- 2) Scope of Work
 - a) General
 - i) Site visits, field investigation of existing conditions, as-built verification, and related drafting.
 - ii) Coordination of work with PUSD's architect for Longfellow Elementary School.
 - iii) Coordination of work with PUSD's internal departments as required (e.g. Information Technology).
 - iv) Attend coordination and design review meetings with PUSD. Coordination meetings are assumed to be bi-weekly.
 - v) Prepare calculations, analysis, design drawings and documents required for the deliverables in this scope of work.
 - vi) Revise drawings and design documents as required by DSA. Attend back check meetings with governing agencies as required to obtain approval of designs.
 - b) Deliverables
 - i) 35% Design Review Package
 - ii) 70% Design Review Package
 - iii) 100% Design Review Package
 - iv) DSA Design Submittal Package
 - v) DSA Approved Design Package
 - c) Provide the engineering/design disciplines as required to complete the final design deliverable. At this point we anticipate utilizing the following disciplines.
 - i) Mechanical
 - ii) Electrical
 - iii) Structural
 - iv) Architectural
 - v) Fire alarm

ATTACHMENT A

Proposal For Engineering Services For Central Chilled Water Plant And Heating Hot Water Plant Upgrades, And Auditorium HVAC System Upgrade

- vi) Fire sprinkler
- d) CHW Plant Design
 - i) Determine the required capacity for the new CHW plant.
 - ii) Conceive and evaluate up to three alternative solutions that satisfy the project goals and budget (prior to the 35% design deliverable), and review with PUSD to determine the preferred solution. The currently envisioned alternative solutions include an air-cooled chiller plant or a water-cooled chiller plant, utilizing chillers with Turbocor compressors.
 - iii) Evaluate the cost and benefits of each alternative.
 - iv) Determine if the underground CHW piping between the CHW plant and the main building requires replacement, and provide design for the replacement if replacement is deemed necessary.
- e) HHW Plant Design
 - i) Determine the required capacity for the new HHW plant.
 - ii) Conceive and evaluate up to three alternative solutions that satisfy the project goals and budget (prior to the 35% design deliverable), and review with PUSD to determine the preferred solution.
 - iii) Evaluate the cost and benefits of each alternative.
 - iv) Determine if the underground HHW piping between the HHW plant and the main building requires replacement, and provide design for the replacement if replacement is deemed necessary.
- f) Auditorium HVAC Design
 - i) Evaluate the existing system including air handling unit (AHU), fans, supply and return air ducts, outside air and exhaust air systems, controls and air distribution in the auditorium.
 - ii) Determine the required heating, cooling and air flow capacities for the auditorium HVAC system.
 - iii) Conceive and evaluate up to three alternative solutions that satisfy the project goals and budget (prior to the 35% design deliverable), and review with PUSD to determine the preferred solution.
 - iv) Design air distribution improvements for the auditorium space.
- 3) Clarifications and Assumptions
 - a) The designs and design documentation will be prepared for a design-build construction approach that will be managed and executed by Southland Industries.
 - b) We assume that architectural drawings for existing conditions will be provided to Southland in AutoCAD format.
 - c) We assume that the existing electrical infrastructure serving the existing CHW and HHW plants is sufficient for the new systems.
 - d) We assume that the existing fire alarm systems at the site are code compliant and can be modified without replacement or upgrade to accommodate the needs of this project.
 - e) We assume that the schedule for design of the new CHW and HHW plants and auditorium HVAC system upgrades will precede that for other Energy Conservation Measures in the Investment Grade Assessment.
 - f) We assume the new controls/EMCS for the new CHW and HHW plants and HVAC systems can be integrated into the existing local EMCS network and District-wide EMCS system without replacement or upgrade of those systems.

ATTACHMENT A

Proposal For Engineering Services For Central Chilled Water Plant And Heating Hot Water Plant Upgrades, And Auditorium HVAC System Upgrade

4) Exclusions

The following are excluded from this proposal.

- a) Fees for DSA submittal and review
- b) Construction administration including, but not limited to,
 - i) Attending construction meetings and field observation trips.
 - ii) Responding to Contractor Request for Information (RFI).
 - iii) Providing clarifications and revisions to drawings and/or specifications when required.
 - iv) Review of shop drawings and submittals.
 - v) Preparation of punch lists.
- c) Sound Testing, Acoustical Design, Sound Level modeling, Site Wind Analysis.
- d) Smoke removal systems.
- e) Upgrades to structural systems for code compliance.
- f) ADA upgrades.
- g) Upgrades to existing mechanical, plumbing, electrical, and fire protection systems for code compliance.
- h) Upgrades/Additions to Fire Alarm/ Fire protection/Sprinkler system required for code compliance.
- i) Printing, plotting, reproduction, and delivery costs.
- j) Permit fees and plan check costs.
- k) Hazardous Material Identification or Analysis.
- 1) Commissioning plans or related documentation.
- m) Designs or drawings in "Revit" or three dimensional format.
- n) Building Information Modeling (BIM)
- o) Substantial changes to drawings and design documents after the final design and/or drafting services have been performed at the "100% Design Review Package" Phase.
- p) Labor and costs associated with closing out any existing open DSA projects.

BOARD OF EDUCATION PASADENA UNIFIED SCHOOL DISTRICT PASADENA, CALIFORNIA

Topic: <u>APPROVAL OF THE PROPOSAL TO INCREASE CONTRACT WITH ALL AREAS INSPECTION FOR INSPECTION SERVICES AT THE SIERRA MADRE MIDDLE SCHOOL NEW CONSTRUCTION PROJECT.</u>

RECOMMENDATION: The Board of Education to approve Not to Exceed 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 \$30,000.00.

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 \$30,000 is necessary to continue the Project Inspection services until the project completion. The enclosed proposal for approval is until November 30, 2016. All Area Inspections will continue to provide this service and with the new date of completion of January 2017 for this project, staff will continue submit to the board for approval an added service proposal until the project is completed.

The Facilities Subcommittee vetted this report on

Attachment: Cost Proposal from All Area Inspection Corp.

III. FISCAL IMPACT

Funds in an amount not to exceed \$30,000 are available in the Measure TT Account.

Pasadena Unified School District Board of Education Agenda

Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding code: 21.1-95038.0-00000-85000-6285-0520000

Originator: Nelson Cayabyab, Chief Facilities Officer







All Area Inspections Corp.

Proposal to provide Additional DSA Project Inspector Services

DATE

November 18, 2016

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 Construction Completion is November 30, 2016 and services provided for Warranty Fulfillment, Hydronic Piping & Electrical Transformer replacements, Punch List items and DSA Close out issues. This addendum contract shall not exceed \$30,000.00(Thirty Thousand Dollars).

Contract extension length ongoing estimated until November 30, 2016

President All Area Inspections Corp //-/8-/6 **Title**

Corporate Office

Chief Facilities Officer

Satellite Office

Facilities Department Employee List 2016-2017

						Annual		
Employee Name	Job Title	Fund	Name of Fund	Resource	% FTE	Salary	Benefits	Total
Angela Child	ACCTS PAYABLE SPECIALIST	21.1	Measure TT	95000.0	100.000%	51,348	31,784	83,132
Anahit Azarian	ACCTS PAYABLE SPECIALIST	21.1		95000.0	100.000%	51,348	20,694	72,042
Nadia Zendejas	EXECUTIVE SECRETARY	21.1	Measure TT	95000.0	100.000%	55,836	30,024	85,860
Maria Millares	FISCAL SERVS. TECHNICIAN	21.1	Measure TT	95000.0	100.000%	48,216	19,718	67,934
Nelson M. Cayabyab	CHIEF FACILITIES OFFICER	21.1	Measure TT	95000.0	85.000%	162,180	48,696	210,876
Nelson M. Cayabyab	CHIEF FACILITIES OFFICER	0.1	General Fund	81500.0	15.000%	28,620	8,593	37,213
Miguel Perez	CONSTRUCTION SPECIALIST	21.1	Measure TT	95000	100.000%	79,200	32,957	112,157
Jessica Frazier	CONSTRUCTION SPECIALIST	21.1	Measure TT	95000.0	100.000%	79,200	28,239	107,439
Shirly Barrett	CONSTRUCTION SPECIALIST	21.1	Measure TT	95000.0	100.000%	79,800	36,027	115,827

<u>CONSTRUCTION LEGEND</u>	SUBMITTED APPROVED STEVEN WRIGHT DATE
CIVIL DEMOLITION NOTES:	CITY ENGINEER REGISTERED CIVIL ENGINEER NO. C48650 REGISTRATION EXPIRES JUNE 30, 2016
SAWCUT AND REMOVE EXISTING CURB RAMP, SIDEWALK AND CURB & GUTTER. WET SANDBLAST EXISTING CROSSWALK STRIPING. WET SANDBLAST EXISTING "SLOW SCHOOL CROSSING" SURFACE PAINT. MEMOVE EXISTING RPMs. REMOVE AND SALVAGE S1-1, W16-7P SIGNS, AND POLE. SAND BLAST EXISTING RPM SOLVE AND SALVAGE S1-1, W16-7P SIGNS, AND POLE. CROSSWALK STRIPING. CROSSWALK STRIPING. CROSSWALK RELOCATION IN PALOMA CROSSWALK STRIPING.	
WET SANDBLAST CONFLICTING STRIPING. STREET GENERAL	NOTES
	H THE "STANDARD SPECIFICATIONS FOR ON, INCLUDING ANY SUPPLEMENTS, THE
CONSTRUCT CURB AND GUTTER PER CITY OF PASADENA STD. S-406 (MATCH EXISTING CURB HEIGHT AND GUTTER WIDTH.) LATEST EDITION OF THE CITY OF PASADENA RAMPS, AND MODIFICATIONS TO THE ABOVE.	SUPPLEMENTS, CALTRANS STD FOR CURB
2. THE CONTRACTOR SHALL OBTAIN A PERMIT FR 280 RAMONA STREET, PRIOR TO BEGINNING WITH PROPERTY THA 3. EXISTING SIDEWALK ABUTTING THE PROPERTY THA	WORK.
PER CITY OF PASADENA STD. S-414.	THE SATISFACTION OF THE CITY'S INSPECTOR
AND/OR ENGINEER. AND/OR ENGINEER. AND/OR ENGINEER. AND/OR ENGINEER. AND/OR ENGINEER.	CONTRACTORS NOTICE:
5) RELOCATE EXISTING "NO STOPPING 7AM TO 5PM", AND R81B (CA) SIGN AND POST. (ALTADENA)	
6 REGRADE AREA AND RESOD PER LANDSCAPING PLANS.	1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, NO CERTIFICATION IS MADE AS TO THE
NOT USED. 8 PAINT STREET SURFACE "SLOW SCHOOL XING" LEGEND PER CITY OF PASADENA LIDA ST	ACCURACY OR THOROUGHNESS OF THESE RECORDS. APPROVAL OF THIS PLAN BY THE CITY OF PASADENA DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACURACY OF THE LOCATION OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR
8 PAINT STREET SURFACE "SLOW SCHOOL XING" LEGEND PER CITY OF PASADENA STD. PLAN NO. S-705. WASHINGTON BOULEVARD	STRUCTURE WITHIN THE LIMITS OF THIS PROJECT THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH — THE IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND HOLD THE
9 PAINT "SHARK TEETH" YIELD LINE PER CALTRANS STD. A24E.	ENGINEER HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTING UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO
10) PAINT 40' RED ZONE ON CURB. ROSE ROS	PROTECT ALL UTILITY LINES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITY OR
INSTALL DOUBLE YELLOW CENTERLINE PER CITY OF PASADENA STD. PLAN NO. S-711. SIERBA MADRE POLISVARD	STRUCTURES CONCERNED BEFORE STARTING WORK. 2. PURSUANT TO ASSEMBLY BILL 3019, NO EXCAVATION PERMIT IS VALID UNLESS UNDERGROUND SERVICE ALERT HAS BEEN CONTACTED AND HAS
REPAINT OVER EXISTING STRIPING PER CALIRANS SID. AZOA, DETAIL 1.	INQUIRY I.D. NUMBER.
CONSTRUCT CURB RAMP, SEE SHEET 3 FOR CURB RAMP DETAILS. ORANGE	REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
REPLACE WITH CLASS C2-PG64-10 BASE AC AND ARHM OVERLAY. ROUTE 210 FWY COPSON ST	4. PRIOR TO THE CONSTRUCTION OF ANY CONCRETE STRUCTURE, THE CONTRACTOR SHALL VERIFY WITH THE SOILS ENGINEER THE TYPE OF CONCRETE RECOMMENDED.
ASPHALT RUBBER HOT MIX (ARHM) CLASS ARMH-GG-C PAVEMENT OVERLAY PER CITY OF PASADENA STD. S-415. OF PASADENA STD. S-415.	5. UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, ANY UNAUTHORIZED CHANGES TO OUR USE OF THESE PLANS. ALL CHANGES TO
	THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS. 6. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED
(16) PAINT WHITE STRIPE WIDTH TO MATCH EXISTING. COLORADO BOULEVARD OREEN STREET OF A STREET	CONSTRUCTION PRACTICES, CONTRACTOR WILL ASSUME THE SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS
S DEL MAR O O O S S BLVD	AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT CONTRACTOR DEFEND, INDEMNIFY, AND HOLD THE OWNER, ENGINEER
AC ASPHALT GB GRADE BREAK AC ASPHALT GB GRADE BREAK	AND THE CITY OF PASADENA HARMLESS FROM ANY AND ALL LIABILITY. REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT. EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NECLICENCE OF THE OWNER ENCINEER OR CITY OF PASADENA
ASPH ASPHALT BLED BOLLARD MI HAMHOLE BOTT BOTTOM OF 'X' BW BACK OF WAIK BW BACK OF WAIK CAB CARDINT CB CATCH BASIN CF CHAR FACE CCONC CONCETE CONC CONCETE COND CONDUIT COND CONDUIT COND CONDUIT COND CONDUIT EC EDGE OF COURCETE EC EDGE OF CONCRETE EC EDGE OF CONCRET	NEGLIGENCE OF THE OWNER, ENGINEER OR CITY OF PASADENA. INDEX OF SHEETS SHEET NO. TITLE
FL FLOW LINE VLT VAULT SE FINISHED SUBFACE VWALK CROSSWALK 10291	1. TITLE SHEET 2. STANDARD LEGEND AND GENERAL NOTES
G. GAS ——" APPROX. DIAMETER OF TREE SOUTH PASADENA G. GAS ——" APPROX. DIAMETER OF TREE CONSTRUCTION NOTE REFERENCE DPW BM TAG IN E CB 300MM (1FT) S/O BCR @ SE COR ALTADENA DR & PALOMA DR.	3. PEDESTRIAN CROSSING — IMPROVEMENT PLAN
DEMOLITION NOTE REFERENCE ELEV: 836.893	4. PEDESTRIAN CROSSING — SIGNING AND STRIPING PLAN 5. PEDESTRIAN CROSSING — COMPOSITE UTILITY PLAN
Section 4216/4217 of the Government Code requires a Dig Alert Identification 1000 0 1000 2 3 4 5 6000	6. PEDESTRIAN CROSSING — ELECTRICAL PLAN
For your Dig Alert I.D. Number Call ONE MILE ONE Service Alert ONE MILE For your Dig Alert I.D. Number Call ONE MILE ONE MARK DATE ONE MILE ONE MILE	OF PASADENA—DEPARTMENT OF PUBLIC WORKS BS ELEMENTARY SCHOOL CROSSWALK SHEET 1 OF 6
TOLL FREE-1-800-422-4133 Two working days before you dig. SCALE IN FEET TMAD TAYLOR & GAINES WWW.ttgcorp.com SCALE IN FEET LIMITS 2600 PALO	DMA STREET OF 6 DWG. NO.
DANA S. HALLADAY EXP DATE: 9/30/2017 A. DICHOSA AS BUILT SCALE AS SHOVE	NO.

STANDARD LEGEND & GENERAL NOTES FOR

TRAFFIC SIGNAL & STREET LIGHT DRAWINGS

Legend: (unless otherwise specified)

PROPOSED EXISTING EXISTING 3-SECTION TRAFFIC SIGNAL HEAD WITHOUT BACKPLATE. <1+ -----12" RED, YELLOW, GREEN. 3-SECTION TRAFFIC SIGNAL HEAD WITH BACKPLATE. 12" RED, <1+ — — — 3-SECTION TRAFFIC SIGNAL HEAD WITH BACKPLATE ON TRAFFIC SIGNAL MAST ARM. 12" RED, YELLOW, GREEN. 3-SECTION TRAFFIC SIGNAL HEAD WITH BACKPLATE. 12" RED. YELLOW, AND GREEN DIRECTIONAL ARROW. 4—SECTION TRAFFIC SIGNAL HEAD WITH BACKPLATE. 8" RED, YELLOW, GREEN. 12" GREEN DIRECTIONAL ARROW. _____ 4-SECTION TRAFFIC SIGNAL HEAD WITH BACKPLATE ON TRAFFIC SIGNAL MAST ARM. 12" RED, YELLOW, GREEN. 12" GREEN DIRECTIONAL ARROW. 14<1+ ---5—SECTION TRAFFIC SIGNAL HEAD WITH BACKPLATE. 8" RED, YELLOW, GREEN. 12" YELLOW AND GREEN DIRECTIONAL ARROWS. 5-SECTION TRAFFIC SIGNAL HEAD WITH BACKPLATE ON TRAFFIC SIGNAL MAST ARM. 12" RED, YELLOW, GREEN. 12" YELLOW AND GREEN DIRECTIONAL ARROWS. TRAFFIC SIGNAL CONTROLLER. "INTERNATIONAL DISPLAY" PEDESTRIAN SIGNAL. (EXISTING "WALK-DON'T WALK" PEDESTRIAN SIGNAL.) PEDESTRIAN PUSH BUTTON ON POST OR STANDARD AS INDICATED O PPB O ppb 6' DIAMETER INDUCTIVE LOOP DETECTOR UNLESS OTHERWISE SHOWN ON PLANS. (xxxx REFERS TO LOOP DETECTOR AMPLIFIER). \setminus /NO. 2 TRAFFIC SIGNAL/STREET LIGHT PULL BOX PER CITY OF PASADENA PUBLIC WORKS DEPARTMENT STANDARD PLAN S-973. TRAFFIC SIGNAL CONDUIT. STREET LIGHT CONDUIT. STD. DWG. HEIGHT ELECTROLIER INFORMATION. STATION ELECTROLIER, POST TOP TYPE. ELECTROLIER, POST TOP TYPE WITH DOUBLE MAST ARM & LUMINAIRE. ()----ELECTROLIER, MAST ARM TYPE WITH HORIZONTAL BURNING LUMINAIRE (STD. DWG. S-950). ELECTROLIER, MAST ARM TYPE WITH HORIZONTAL BURNING LUMINAIRE (STD. DWG. S-951). LUMINAIRE WITH MAST ARM ON EXISTING POLE. VIDEO DETECTION CAMERA CLOSED CIRCUIT TELEVISION CAMERA (CCTV)

RADIO FREQUENCY ANTENNA

EMERGENCY PRE-EMPTION DEVICE

Notes: (unless otherwise specified)

Ί.	ALL TRAFFIC SIGNAL WORK AN	' STREET LIGHT SHALL CONFORM TO THIS PLAN AND THE LATEST SPECIFICATIONS AND STANDARD PLANS OF THE	. STATE
	OF CALIFORNIA, BUSINESS AND	TRANSPORTATION AGENCY, DEPARTMENT OF TRANSPORTATION.	

- 2. LOCATE ALL TRAFFIC SIGNAL AND STREET LIGHT STANDARDS PER CITY OF PASADENA DEPARTMENT OF PUBLIC WORKS STANDARD PLAN S-970.
- 3. TRAFFIC SIGNAL AND STREET LIGHT PULL BOXES SHALL NOT BE INSTALLED WITHIN DRIVEWAY APPROACHES, OR SIDEWALK AREAS DESIGNATED AS WHEELCHAIR RAMPS.
- 4. CONDUIT MINIMUM COVER SHALL BE IN ACCORDANCE WITH SECTION 307—2.5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. ALL CONDUIT RUNS IN STREET AND FEED RUNS SHALL BE 2" GALVANIZED STEEL. ALL OTHER CONDUIT SHALL BE 1½", UNLESS OTHERWISE NOTED.
- 5. N.I.C. = NOT IN CONTRACT.
- 6. CONTRACTOR SHALL SALVAGE ALL SIGNS FROM EXISTING TRAFFIC SIGNAL AND STREET LIGHT STANDARDS BEING REMOVED OR SALVAGED.
- 7. CONTRACTOR SHALL COMPLETELY REMOVE EXISTING FOUNDATIONS OF TRAFFIC SIGNAL OR STREET LIGHT EQUIPMENT THAT IS TO BE REMOVED, RELOCATED, OR SALVAGED.
- 8. FOR STREET LIGHT CIRCUIT DIAGRAMS NOT SHOWN ON THE PLANS, SEE CITY OF PASADENA DEPARTMENT OF PUBLIC WORKS STANDARD PLANS S-971 AND S-975, IF APPLICABLE.
- 9. CONTRACTOR TO NOTIFY PUBLIC WORKS STREET LIGHT SUPERVISOR (626-744-4158) 72 HOURS PRIOR TO ANY WORK ON EXISTING STREET LIGHT SYSTEMS.
- 10. POWER FEED POINTS FOR TRAFFIC SIGNALS AND STREET LIGHTS:

 A. ALL WORK AND CONNECTIONS IN THE DEPARTMENT OF WATER AND POWER UNDERGROUND DISTRIBUTION VAULTS SHALL BE

 DONE BY CITY FORCES. (NOTIFY 626—744—4467—48 HOURS IN ADVANCE.)
 - B. WHERE FEED POINTS ARE FROM POWER POLES, THE CONTRACTOR SHALL TURN FEED CONDUIT UP BASE OF POWER POLE A MINIMUM OF TEN FEET, AS DIRECTED BY THE ENGINEER, AND SHALL FURNISHED THE REQUIRED CONDUCTORS TO THE CITY FEED POINT OF CONNECTION ON THE POLE. THE CITY WILL FURNISH AND INSTALL THE REMAINING CONDUIT RISER ON THE POLE AND CONNECT THE CONDUCTORS TO THE FEED POINT.
- 11. ALL FEED POINT CONNECTIONS, CIRCUIT CUTS, AND CLOSURES ON POWER POLES OR IN VAULTS SHALL BE DONE BY THE CITY AT NO EXPENSE TO THE CONTRACTOR.
- 12. BEFORE BEGINNING EXCAVATIONS NEAR POWER POLES, THE CONTRACTOR SHALL NOTIFY THE POWER DIVISION (626—744—4467) AT LEAST FIVE (5) WORKING DAYS IN ADVANCE SO THAT CITY FORCES CAN PROVIDE ADDITIONAL POLE SUPPORT IF NECESSARY. (THIS WORK WILL BE DONE AT NO EXPENSE TO THE CONTRACTOR.)
- 13. ALL MOUNTING FRAMEWORK FOR NEW OR RELOCATED TRAFFIC SIGNAL EQUIPMENT SHALL BE INSTALLED PER PASADENA DEPARTMENT OF PUBLIC WORKS STANDARD PLAN S-962. FRAMEWORK SHALL BE MODIFIED AS NECESSARY OR INSTALLED NEW. PLUG UNUSED OPENINGS.
- 14. THESE DRAWINGS SHOW NO DEPTHS AND ONLY APPROXIMATE LOCATIONS OF EXISTING TRAFFIC SIGNAL AND STREET LIGHTING CONDUITS. CAUTION AND DUE CARE MUST BE EXERCISED DURING ALL EXCAVATIONS TO AVOID THESE FACILITIES. PROPOSED TRAFFIC SIGNAL AND STREET LIGHT CONDUITS AND PULL BOX LOCATIONS ARE SHOWN SCHEMATICALLY ONLY.
- 15. THE MINIMUM CLEARANCE BETWEEN AN OPEN TRENCH AND A STREET TREE SHALL BE ONE (1) FOOT OR SIX (6) INCHES FOR EACH INCH OF TRUNK DIAMETER MEASURED AT 4.5 FEET ABOVE EXISTING GRADE IF THIS METHOD DEFINES A LARGER DISTANCE. THE MAXIMUM CLEARANCE SHALL BE TEN (10) FEET.
- 16. THE CONTRACTOR SHALL CONFORM TO THESE PROVISIONS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

ABANDON. IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.

INSTALL PULL BOX IN EXISTING CONDUIT RUN.

INSTALL CONDUIT INTO EXISTING PULL BOX.

EXISTING CONDUCTORS AND INSTALL CONDUCTORS AS INDICATED.

CONDUCTORS. INSTALL PULL WIRE OR ROPE.

CONNECT NEW AND EXISTING CONDUIT. REMOVE

CONDUIT TO REMAIN FOR FUTURE USE. REMOVE

MODIFY FOUNDATION TO CLEAR UNDERGROUND

UTILITY AS DIRECTED BY THE ENGINEER.

REMOVE AND REPLACE PULL BOX.

EQUIPMENT TO BE REMOVED AND BECOME PROPERTY

INSTALL CONDUIT INTO NEW PULL BOX.

OF THE CONTRACTOR.

REMOVE AND REUSE EQUIPMENT.

REMOVE TREE AND STUMP.

REMOVE AND SALVAGE EQUIPMENT.

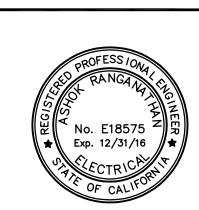
REMOVE AND RELOCATE PALM TREE.

SPLICE NEW TO EXISTING CONDUCTORS.

TRIM TREE (BY OTHERS).

INSTALL CONDUIT ONLY.

MODIFY PEDESTRIAN SIGNAL HEAD TO INTERNATIONAL SYMBOL.



PREPARED BY: THE TOTAL	300 N. Lake Ave., 14th Flr. Pasadena, California 91101 Phone: 626.463.2800 Fax: 626.463.2801 www.tlgcorp.com
ASHOK RANGANATHAN	DATE EXP DATE: 12/31/2016

DRAWN BY	REVISIONS						CITY OF PASADENA — DEPARTMENT OF PUBLIC WORKS						
PRIVATE DESIGNED BY	MARK	DATE	DESCRIPTION	BY	CHKD.	APPROVED	PROJECT	NORMA COOMBS ELEMENTAR CROSSWALK RELOCATION IN			SHEET	2 o f	6
PRIVATE							LIMITS	2600 PALOMA STR			DWG.	110	\ 1
CHECKED BY S. TAWADROUS							SCALE	NONE	ACCOUNT NUMBER	68221	NO.	040	JI

