



**PASADENA UNIFIED SCHOOL DISTRICT  
CITIZENS OVERSIGHT COMMITTEE MEETING**

**Action items of June 15, 2016**

**MINUTES** of the Citizens' Oversight Committee held on June 15, 2016 at 351 S Hudson Avenue, Pasadena, California 91109, in Room 236

**PRESENT:** Gretchen Vance, Pamela Boxley, Quincy Hocutt, Willie Ordonez, Clifton Cates, Jen Wang, Steven Cole, Geoffrey Commons, Glen deVeer, Derek Walker,

**ABSENT:** Diana Verdugo, Dr. Mikala Rahn, Joelle Morisseau-Phillips, Chris Romero

**BOARD MEMBER:** Patrick Cahalan

**STAFF:** Nelson Cayabyab, Chief Facilities Officer; Veronica Jimenez, Interim Executive Secretary

**CALL TO ORDER**

Mrs. Vance, Chair, called the meeting to order at 6:32 p.m.

Mr. Cole was assigned as Parliamentarian for the meeting by Ms. Vance.

**Public Comment**

- None

*Agenda items IV and V were moved up on the agenda.*

**Approval of Minutes of March, April and May**

- **Action:** Mr. Cates motioned to approve March April and May minutes as presented, Mr. Cole seconded the motion- Minutes approved without opposition.

**Pending Business, Discussion and Action**

*Citizens' Oversight Committee Minutes Sub-Committee*

*Mr. Hocutt*

Powerpoint presentation led by Mr. Hocutt proposed items presented:

1. A sub-committee of the COC shall be directed to enhance the minutes of the COC meetings.
2. Administrative support by the District Staff will still be required to provide a written transcript of the meeting discussions and to prepare the necessary first draft in the proper format. A software program such as "Dragon" could be utilized to create the verbatim written transcript from the audio recording.



3. The Sub-committee, upon receiving the transcription and initial draft, will complete a draft for submission electronically to the full COC for review within five days of the meeting.
4. Upon receiving any feedback from the COC members, a final draft for final review before approval will be submitted to the COC by e-mail, no later than one week prior to the next scheduled meeting.
5. The COC will vote to accept or reject the minutes on an agenda item in its monthly meetings. If rejected, immediate discussion must take place in the meeting to resolve the disputed item(s).
6. The approved minutes, and supporting documentation, will be submitted to the Website Sub-Committee for posting to the COC web-site.
7. The following personnel have volunteered for the proposed Minutes Sub-Committee:  
Mikala Rahn, Jen Wang and Diana Verdugo
- **Action:** Ms. Vance appointed Mikala Rahn, Jen Wang and Diana Verdugo to the Citizens' Oversight Minutes Sub-Committee. Mr. Chalan will find out if the district's television station has a transcription software that can be used for Citizens' Oversight Committee. Both Mr. Cayabyab & Mr. Cahalan will look into transcription services.
- Comment from Mr. Cates in regards to attaching supporting documentation and posting to the website.

#### *Updates from School Site Council Representatives*

- Ms. Wang contacted PHS principal but he will be replaced next school year. Ms. Wang will follow up with the new principal.
- Ms. Boxley suggested that committee members get a hold of the principals during the summer months to get involved with the upcoming school year school site councils.
- Mr. Hocutt requested that updated contact information for School Site Councils be sent to him to update the information.

#### *Action on March 16, 2016 Citizens' Oversight Committee resolution regarding Board Report 914-F (contract with Goodwin Simon Strategic Research)*

- Mr. Cayabyab informed the committee that this has been resolved as requested. Journal fund code has been established and when the P.O is fully paid out it will be reimbursed to Measure TT. The transfer will be complete once the PO has been completed end of the fiscal year (June 30, 2016).
- Discussion on this topic included concerns that this expenditure is not appropriate to be used under Measure TT, the committee passed a resolution in the March Meeting. Also discussed was the purpose of the Oversight Committee to ensure that bond



revenues are expended only for Measure TT purposes.

- Reference to the text in the bond measure included that there are some items that are at the discretion of the school board to determine if they can be used as such as long as it is not listed as items that are not allowed in the bond.
- Written confirmation of the reimbursement to Measure TT from General Fund would suffice for some committee members.
- Mr. Cahalan commented whether this expenditure is or is not under the letter of the law (council advise suggested) the auditors will flag the expenditure in June.
- Ms. Vance pointed out that the Citizens' Oversight needs representation on the Facilities Sub Committee and other committee members to take a look at all the board reports that are presented to the Facilities Sub Committee before they go to the board for approval. In case there is an objection to discuss and then make a recommendation to relay to the Board representative or formally submit request.
- **Action:** Executive Secretary to send a copy of the Facilities Committee Agenda items and attachments for Citizens' Oversight Committee to review.

*Action on May 18, 2016 Citizens' Oversight Committee resolution regarding charging of CA Patrol Service security cost to Measure TT funds*

- This item was pulled from the board agenda at the May 30th board meeting until the district receives a competitive bid.
- The competitive bid will go for the next fiscal year. CA Patrol services are done for this fiscal year. Nelson informed the committee that this will not be an issue.
- Mr. Cahalan informed the committee that there is some tension on the board in regards to the needs of this service for several issues such as hiring district personnel but also retaining a patrol company as needed. This service was needed due to break ins and other security issues and was going to be temporary until the bomb scare. Long term use of any patrol company has not been decided.
- Question posed by Mr. Cates on how much of the portion of TT funds are determined to be used for this expenditure and on what basis is an allocation of an expense such as this to be made between TT funds and non TT funds?
- Mr Cahalan proposed to take Citizens' Oversight Committee concerns to the facilities committee.
- Ms. Vance suggested to determine the percentage of campuses district wide that have construction to justify the expense of this expenditure.

**Committee suggestion:** Include description in the Staff Analysis portion of the board report should include which percentage of school sites are under construction to allocate Measure TT funds appropriately.



*Future preparation of project expense report based on accountability software*

- Ms. Vance informed the committee that Ms. Boxley did not have a report as she had just received it.
- Mr. Cayabyab presented two financial reports from the Accountability software: Interactive Report and Consolidated report (Items provided in the Final Citizen's Oversight Committee Agenda packet) to determine which the committee would like to use on a regular basis.
- Mr. Cahalan expressed that what needs to be seen in the new facilities master plan is the reconciliation between the amount of original budget, all of the decisions made before and what the new version of that is and why it is the way it is. There needs to be a list of what we think we should be doing in order to support the educational master plan and this what can actually be covered with the remaining Measure TT funds. We need to show that we can deliver what we are actually planning for but also for projects that may or may not have been descoped in 2012 and are still waiting. We need to inform our community of the changes sooner rather than later. This will be ironed out in the Facilities Master Plan.
- **Committee Concern and Suggestion:** To have a Bond Counsel advise on the shift from the 2008/2012 Facility Master Plan Facilities to bringing in Architectural and Engineering services for the new Master Plan. And determine if the TT oversight committee is going outside of the realm of the original bond language by allowing these expenses to happen to start planning for a new Master Plan so the committee ensures they are doing their job.
- **Action:** Mr Cahalan to consult with Jeff, general board counsel about these concerns for guidance. Ms. Vance to send Mr. Cahalan a reminder email for contact information of legal counsel. Ms. Vance to take the lead on finding an answer and directive regarding the concerns and will correspond with the entire committee via email before the board meeting takes place on June 30th.

**Report by the Chief of Facilities**

**Mr. Cayabyab**

1. Discussion on Bond and Refinance
  - The Refinance and reissue process is all done saving \$10.4 million on taxes and the terms stayed the same. The funds have been issued and are available for use and needs to spend within 3 years. ( Informational attachment included)
2. Discussion on Financial & Performance Audit Dates
  - Working with the Chief Financial Officer on a date when books need to be closed because it is easier to conduct the audit when the books are closed.



- Audit being scheduled for the last week of August.
- 3. Update on Summer Projects.
  - JMHS Modernization and Black Box theater.
  - PHS Phase I Modernization getting ready to go to bid.
  - Don Benito interim housing and upgrade of portables.
  - Washington MS & Accelerated on going issues with contractor, deleting a portion of the initial contract in Building A at Washington Accelerated to alleviate some of the problems with this contractor and it no longer meets the needs of the school. Washington Middle School Gym should be finished in August.
  - Mc Kinley Phase I in process of filing Notice of Completion & do the last change order. This project went beyond the completion time, damage control was needed and there are still time delays pending to be submitted by the contractor.
  - Roosevelt plans submission of plans are being finalized. Water pressure issues are being worked on with the City of Pasadena.
  - Norma Coombs starting interim housing. Pasadena Water and Power should be able to have a solution to the water pressure issue.
  - Blair Modernization finishing up the HVAC. Removing portables and start mitigation on the contaminated area.
  - Jefferson walk through was done. 2008 plans were dated and was cancelled by the Department of State Architect.
  - Longfellow site walk was conducted, what was approved in 2008 is not the desire for now.
  - District Pools- Refurbishing of John Muir, Pasadena High and Blair pools.
  - Burbank / Hodges & Peoria/ Stratford- Stratford is moving into Burbank, Early Childhood Education administration building moving in to portables while Hodges & Peoria gets upgraded.
- ★ Ms. Vance inquired about the update on Name Badges. Mr Cahalan to follow up. In order for committee members to wear when attending respective School Site Council meetings.
- ★ Request for Mr.Cayabyab to provide project updates in writing. Project Managers to write a quick paragraph to provide information to the School Site Councils. Will also send in minutes when meeting with the Site Councils and Staff.

#### **Report by the Board of Education Liaison**

#### **Mr.Cahalan**

- Mr. Cahalan briefed the committee on the Special Board Meeting June 16 at 5:30 p.m agenda items include LCAP and Budget Presentation, 710 tunnel.
- Ms. Vance was able to attend the Educational Master Plan meeting led by Mercy



Santoro, there was lots of discussion about the LCAP and fitting LCAP with the educational master plan that is in progress.

**Report by COC Liaison to Facilities Committee**

**Ms.Cole**

- Mr.Cole reported that all matters have been discussed throughout the meeting.

**Reports by COC Website Improvement**

- The Website Improvement Sub Committee submitted a detailed proposal in writing and was attached to the meeting packet.
- Mr. Cahalan is working on items on the proposal to improve website with the assistance of project manager Kryz Zazirski.

**Comments:** Mr.Commons recommend starting in September to have an attendance record to have the presence of all committee members at all meetings.

Ms.Gretchen referred to the Committee by laws in regards to no more than 3 absences.

Mr. Commons request on information and data from Hispanics and English Learners.

**Future meeting agenda items, dates, and locations**

- Meetings to remain on the third Wednesday of the month starting in September for the 2016-2017 School year. Wednesday September 21, 2016.

**Comment:** Derek Walker- Union Meeting schedule conflict. Ms.Vance excused to come to meetings late.

**Action:** Veronica to send out the schedule for Committee meetings for September-November  
Veronica to forward emails when committee members will be absent and email clean copy of the bylaws.

**Meeting adjourned**

- 8:45 p.m.

BOARD REPORT ITEM	COC COMMENT  Original Board Reports and documentation is included in a separate file.	COSTS	IS THIS ACCEPTABLE UNDER MEASURE TT ?	Is This PLANNING FOR A FUTURE PROJECT ?
Color codes for BR numbers are: <b>RED - highly questionable under TT</b> Grey - open to interpretation				

<b>1041</b>	This is the stated background: <i>The district is in the process of reconciling its historical financial data for all previous and current measures. In order to better facilitate accountability and transparency the district is in need of a more robust and all-encompassing accounting software and services .</i> This is a Professional Services Agreement.	\$180,000. Why do they need more financial services - the PUSD has a budget control officer. How would this be a FACILITIES cost?	<b>NO</b>	
<b>1065</b>	Board Report 1048-F included a "needs assessment" for Jackson elementary. This is an amended architectural services and needs assessment contract for WLC architects for John Muir High, Longfellow and Jackson Elementary.	No estimate of fees is given	Perhaps, but it seems duplicative of BR 1048.	Yes
<b>1068</b>	To extend a previous professional services agreement between the District and Parsons Constructors . It is a continuity of work agreement between PUSD and LA and Orange Counties. They do such things as visit job sites, monitor schedules (I guess that is what kept the McKinley schedule in check !), identify employment candidate for apprenticeships, report on contractor and local hire performance, etc. I don't see how this builds a product. I skimmed through the latest report - it appears to deal with workplace and union issues	\$64,844	Possibly not. It seems to deal with non-construction issues .	
<b>1069</b>	Added time extension for construction administration with LPA (an architect) for the McKinley High School ( <i>sic</i> ) phase 1 modernization. The background write-up gave numerous examples of failure of the contractor and then asked for approval of additional payment for the architect to continue to deal with the contractor.	\$18,000	Impacts Measure TT	
<b>1070</b>	Architectural and Design services to support movement of a portable classroom to Sierra Madre for science programs. These were at Blair and are now at Altadena. DSA approval is required, but was not obtained when it moved to Altadena. <b>This APPEARS to be a duplicate of the effort in BR 1054.</b>	\$28,000	<b>NO.</b> Already covered in BR1054 ?	
<b>1075</b>	This is for approval of a contract renewal with Val Matteson ( a consultant and apparent expert as a DSA close out specialist) for DSA Closeout services for 11 projects presently not closed with certification. . Facilities apparently never closed 11 projects and now they are hiring a "consultant" to close out these unclosed projects with DSA.	\$59,500	<b>NO.</b> Measure TT should not be a bailout for failure of Facilities to perform their function.	
<b>1079</b>	This is the sixth change order added to new construction at Washington Elementary. It covers unforeseen conditions of soil and district requested scope changes. The project is 45% complete and this change order brings the total changes to 11.2%. Some items were errors, such as mis-located reinforcing steel. Apparently contractors are not responsible for their own errors ? And "stand-by time" while suitable back fill materials were located. There was a \$54,209 item for changes to fencing and ramps and landscaping because Building D was relocated from the original contracted location.	\$270,746	Yes, but poor performance caused some of these changes.	
<b>1090</b>	A three year lease of a trailer for storage of books for the Balanced Literacy Program at San Rafael elementary. Stated attachments were not provided.	\$16,793. This is a <b>duplicate of BR 1055</b> which was previously approved by the Board.	Yes, but a duplicate.	



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

**Topic:** APPROVAL OF CONTRACT RENEWAL WITH VAL MATTESON FOR DIVISION OF STATE ARCHITECT CLOSEOUT SERVICES FOR 11 PROJECTS PRESENTLY NOT CLOSED WITH CERTIFICATION.

**Recommendation:** The Board of Education approves the renewal of contract with Val Matteson for Division of State Architect (DSA) Closeout Services for 11 projects not closed with certification for the 2016-2017 fiscal year.

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

**I. BACKGROUND**

District still has legacy projects requiring DSA certification and closeout. Val Matteson has provided support services to review and closeout DSA projects remaining.

**II. STAFF ANALYSIS**

District Facilities Staff has identified legacy projects that require DSA Closeout. DSA requires closeout of previous projects before approval of new projects. District Facilities staff recommends that the Board approve the contract extension and increase with Val Matteson to provide DSA Closeout Services for the remaining 11 projects identified by the Division of State Architect as not certified/unresolved. Val Matteson's contract will not exceed \$59,500. Ms. Matteson will work an estimated 700 hours at \$85.00 per hour.

The Facilities Committee vetted this board report on July 14, 2016.

**Attachment:** Proposal for Val Matteson for DSA Closeout Services.

**III. FISCAL IMPACT**

Funds in the amount of \$59,500 are available in the Measure TT Account.

**Pasadena Unified School District  
Board of Education Agenda: July 28, 2016  
Prepared by: Nelson Cayabyab, Chief Facilities**

**Funding code:** 21.0-92100.0-00000-85000-6260-0000710

Originated by: Nelson Cayabyab, Chief Facilities Officer

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

Val Matteson  
8052 SVL Box  
Victorville, CA. 92395  
760-953-8482

June 6, 2016

Nelson Cayabyab  
Chief Facilities Officer  
740 W. Woodbury Road  
Pasadena, CA. 91103

Val Matteson is please to submit this proposal for fiscal year 2016-2017 for DSA Closeout Services for the remaining 11 projects identified by the Division of the State Architect as not certified/unresolved. The **“not to exceed”** fee proposed is estimated to be \$59,500, based on an estimated 700 hours and services shall be billed on an hourly basis at \$85.00 per hour.

**Summary/current status of close outs:** Previously contracted to work 42 projects; 31 have been closed with certification/cancelled or resolved with DSA. Projects have been prioritized by the district and are being worked on accordingly.

The following are tasks required to complete these project close-outs:

- Provided labor to research past projects and their current status
- Expedite projects that are classified as “Priority” by the District.
- Schedule and attend any required meetings with DSA Los Angeles.
- Compile all required documents and interface with any required consultant, including meeting with and on behalf of with DSA and/or the District.
- Any other task that would be considered reasonable and customary for this type of activity.

It should be noted that because the projects are submitted, it does not mean that they will be closed after review. Experience indicates that projects could be returned with additional requirements or stipulations by DSA during the close out review that will require additional work or documentation from the Owner, AOR, IOR, Test Laboratory, EOR, or other associate professionals.

The District is responsible to cover the re-examination fees with The Division of the State Architect. Val Matteson will request the needed amounts from the District with supporting documentation and will coordinate payment directly with The Division of the State Architect. Per Certification Guide, Chapter 3, dated 3-18-15, re-examination fee for projects that were closed without certification are as follows:

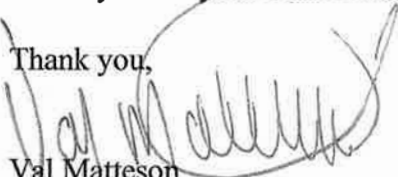
Projects less than \$5 million	\$500.00 re-examination fee
Projects \$5 million to \$50 million	\$750.00 re-examination fee
Projects greater than \$50 million	\$1000.00 re-examination fee

**Qualification of Consultant:** Val Matteson has worked as a DSA close out specialist for the past 10 years. She has worked for seven school districts representing them directly to The Division of the State Architect, including Pasadena, Pomona, El Camino College, Monrovia, Norwalk-LaMirada, Big Bear and Santa Maria. She has closed/certified in excess of 375 projects and various other related tasks during this course of time, having established an excellent repore with the staff at DSA; in addition personally travelling to obtain required documents, work directly with District Staff, architects, engineers, contractors, and inspectors to expedite the close-out process.

DSA will not be able to approve new proposed projects associated with uncertified construction, therefore, it is recommended that all projects closed without certification are re-examined to determine their certification status. Attached is a list of projects, by site, and DSA application number.

Thank you for your consideration and I look forward to continuing to work with you.

Thank you,

  
Val Matteson  
760-953-8482

Accepted by: 

Title: CFACO

Date: 7/29/16

**Remaining Projects Requiring Certification/Resolution**

03-103858 Jefferson

03-103896 Noyes

03-110741 Hamilton

03-51695 Alternative School (Norma Coomes)

03-54039 Various Sites

03-60360 Various Sites

03-65009 Longfellow Elementary

03-66023 Blair

03-105858 Rose City

03-106649 Rose City

03-106364 Ed Center

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

**Topic:** AMENDED ARCHITECTURAL & ENGINEERING SERVICE AGREEMENT FOR WLC ARCHITECTS.

**RECOMMENDATION:** The Board of Education approves the Architectural Service Agreements for WLC Architects.

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

**I. BACKGROUND**

On June 30, 2016 the board approved board report 1048-F which included Jackson Elementary School Modernization needs assessment proposal, John Muir High and Longfellow Elementary Architectural and Engineering Service Agreements. The board report attachments did not include the Jackson Elementary School Service Contracts. This amendment is to include the remaining Architectural and Engineering contract Jackson Elementary School.

**II. STAFF ANALYSIS**

District staff recommends approving the architectural services contract for WLC Architects for John Muir High School, Longfellow and Jackson Elementary School

This Board Report was vetted by the Facilities Committee on July 14, 2016

**Attachment:** WLC Architectural Service Contracts.

**III. FISCAL IMPACT**

Funds are available from the MTT Modernization funding for each respective site.

**Pasadena Unified School District**  
**Board of Education Agenda:** July 28, 2016  
**Prepared by:** Nelson Cayabyab, Chief Facilities Officer

**Funding Code:**

Jackson: 21.1-95052.0-00000-85000-6210-0280000

Longfellow: 21.1-95050.0-00000-85000-6210-0380000

Muir: 21.1-95051.0-00000-85000-6210-0820000

Originator: Nelson Cayabyab, Chief Facilities Officer

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



CLIENT FOCUSED. PASSION DRIVEN.

May 5, 2016

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

Re: Architectural / Engineering Services Fee Proposal  
**Jackson Elementary School Classroom Addition and Cafeteria/Kitchen Expansion**  
Project 1612700.06

Dear Mr. Cayabyab:

WLC Architects, Inc. is pleased to submit a proposal to provide architectural/engineering design services to the Pasadena Unified School District for the addition of the eight-classroom building facilities and the expansion to the existing Cafeteria and Kitchen facilities at Jackson Elementary School.

**Scope of Work and Services:**

WLC will provide Pasadena Unified School District with architectural and engineering design services including but not limited to preparing plans and specifications.

We anticipate that the projects at Jackson Elementary School will require the following disciplines:

- Architectural Design
- Civil Engineering
- Landscape Design
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering
- Food Services

Mr. Nelson Cayabyab  
Architectural/Engineering Services Fee Proposal  
Jackson Elementary School Classroom Addition and Cafeteria/Kitchen Expansion  
Project 1612700.06  
May 5, 2016  
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Our work will be spread across the phases as defined in the Master Agreement and invoices shall be prepared to match the following percentages:

Schematic Design Phase	10%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding Phase	5%
Construction Administration Phase	20%
<u>Project Closeout Phase</u>	<u>5%</u>
<b>Total Fee:</b>	<b>100%</b>

**Excluded Services:**

The following services are specifically excluded from the services anticipated within the proposal.

- DSA Plan Check Fees
- DSA Inspector of Record
- Special Inspection and Material Testing
- Topographic and Boundary Survey Engineering
- Site Geotech/Soil Borings
- Fire Hydrant Flow Test
- Geotechnical Investigations
- Hazardous Material Studies and Reports
- SWPPP and WQMP Studies
- Seismic Safety Studies and Reports
- Fire Sprinkler Design
- Commissioning per Green Code
- CDE Project Review Fees
- Utility City/County Fees and Inspections
- CEQA Consultant
- Furniture, Fixtures, and Equipment (FFE)



Mr. Nelson Cayabyab  
 Architectural/Engineering Services Fee Proposal  
 Jackson Elementary School Classroom Addition and Cafeteria/Kitchen Expansion  
 Project 1612700.06  
 May 5, 2016  
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**Fee Proposal:**

WLC estimates that the professional fees are based on a percentage of the construction costs.

<b>New Construction Sliding Scale</b>	<b>\$ 6,750,000.00</b>
9% of the first \$500,000	45,000.00
8.5% of the next \$500,000	42,500.00
8% of the next \$1,000,000	80,000.00
7% of the next 4,000,000	332,500.00
<b>Subtotal</b>	<b>\$ 500,000.00</b>

<b>Modernization Sliding Scale</b>	<b>\$ 775,000.00</b>
12% of the first \$500,000	60,000.00
11.5% of the next \$500,000	31,625.00
<b>Subtotal</b>	<b>\$ 91,625.00</b>

<b>Total Fee</b>	
New Construction Sliding Scale	500,000.00
Modernization Sliding Scale	91,625.00
<b>Total Fee</b>	<b>\$ 591,625.00</b>

**Reimbursable/Additional Expenses:**

Reimbursable expenses will be limited to DSA submittal and bid set printing costs. Other additional services will be proposed by WLC and approved by Pasadena Unified School District prior to commencing any additional design work.

Mr. Nelson Cayabyab  
Architectural/Engineering Services Fee Proposal  
Jackson Elementary School Classroom Addition and Cafeteria/Kitchen Expansion  
Project 1612700.06  
May 5, 2016  
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**Schedule:**

WLC understands that time is of the essence and we are prepared to commence work on the construction documents upon being given a Notice to Proceed. WLC understands the PUSD would like to start construction of the work as soon as possible. Below is the anticipated project schedule:

Task	Proposed Start/Completion Date
Schematic Design Phase	May 2016 / June 2016
Design Development Phase	June 2016 / July 2016
Construction Document Phase	July 2016 / September 2016
Bidding and Negotiation Phase	To be determined
Construction Administration Phase	To be determined


If this proposal meets your approval, please sign and return it to my office.

Sincerely,



ROBERT J. HENSLEY  
Architect, AIA  
LEED™ AP  
Chairman, Principal

RJH:KW:hb/16040-mkt



Nelson Cayabyab  
Chief Facilities Officer

cc: Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.  
Konni Wong, LEED™ AP BD+C, Project Manager, WLC Architects, Inc.



ARCHITECTS CLIENT FOCUSED. PASSION DRIVEN.

July 1, 2016

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

Re: Facility Needs Assessment Facilities Master Planning  
Longfellow Elementary School  
Pasadena Unified School District  
Project 1615701.06

Dear Nelson:

Per our recent discussions and meeting I have prepared this proposal to provide comprehensive facilities master planning and needs assessment services to the Pasadena Unified School District (PUSD). For purposes of this proposal we will call our deliverable product from these services a Facilities Master Plan (FMP).

WLC understands that PUSD is interested in having WLC prepare a comprehensive FMP document that will consider the facilities' needs into the foreseeable future for Longfellow Elementary School.

**Scope of Work and Services:**

WLC would provide PUSD with facilities needs assessment, MEP assessment, and master planning services including but not limited to preparing the FMP document complete with project descriptions, site diagrams/maps, preliminary cost estimates, and time lines.

1. Conduct and complete a Facilities Site Assessment. The assessment shall include but is not limited to the following items:
  - a. Review existing "as built" and other site/campus documents.
  - b. Photograph general existing campus conditions.
  - c. Investigation and documentation of existing conditions.
  - d. Site survey POT
  - e. Review of existing campus status with DSA (closeouts).



## Longfellow Elem School Facilities Needs Assessment & Facilities Master Plan

**Exhibit A**

**Pasadena Unified School District**

Architectural Hours Required

Consultant Hours Required

July 1, 2016

**Task Description**

**Total Hours by Phase**

Principal Architect

Project Manager

Tech Resource/Graphic Team/Design Team

Civil Engineer

Structural Engineer

Structural Project Manager

Electrical Principal Engineer

Mechanical Principal Engineer

**Total Fee By Task**

### Facilities Needs Assessment Areas

1	Facilities Survey of Building Conditions & Use	26	2	20	4						\$	4,340.00
2	Site Surveying Assessment										\$	7,000.00
3	MEP Site Assessment										\$	16,760.00
4	Deferred Maintenance Items	11	1	8	2						\$	1,820.00
5	Accessibility and ADA Compliance	11	1	8	2						\$	1,820.00
6	Aesthetics and Curb Appeal	6	1	4	1						\$	1,020.00
7	Pedestrian and Traffic Flow	6	1	4	1						\$	1,020.00
8	Administrative and Support Facilities	10	2	6	2						\$	1,690.00
9	Career Technical Education (CTE), ROP and STEM Program Facilities	14	4	8	2						\$	2,480.00
10	Energy Efficiency	4	1	2	1						\$	670.00
11	Green Technology Upgrades	7	1	4	2						\$	1,120.00
12	Classroom/Facilities for Core Educational Programs	7	2	4	1						\$	1,240.00
13	Music and Performing Arts Facilities	6	1	4	1						\$	1,020.00
14	Computer Technology and Infrastructure (info provided by District)	3	0	2	1						\$	450.00
15	Site Security	4	1	2	1						\$	670.00
16	Food Service Facilities (Kitchens and Cafeterias)	8	2	4	2						\$	1,340.00
17	Community Facility Uses/Needs /Alternative Approaches	6	1	4	1						\$	1,020.00

### 18 Facilities Master Plan

19	Campus Master Plans	22	4	16	2						\$	3,880.00
20	Funding Source Analysis	6	2	4							\$	1,140.00
21	Budget/Master Schedule	6	2	4							\$	1,140.00

**Facilities Needs Assessment & Facilities Master Plan Total Hours**

**Facilities Needs Assessment & Facilities Master Plan Total Design Fees** \$ **51,640.00**

**Reimbursable Expenses**

**Facilities Needs Assessment & Facilities Master Plan Grand Total Fees** \$ **52,640.00**

## **ARCHITECTURAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into this **21st day of March** in the year **2016** by and between the **PASADENA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as “**DISTRICT**,” and **WLC ARCHITECTS**, hereinafter referred to as “**ARCHITECT**.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “**PARTY**” and collectively as the “**PARTIES**.” This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain architectural services for the **JACKSON ELEMENTARY SCHOOL - MODERNIZATION**, hereinafter referred to as the “**PROJECT**”; and

**WHEREAS**, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT’s Board; and

**WHEREAS**, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

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

### **ARTICLE I - ARCHITECT’S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT, ARCHITECT’s employees and ARCHITECT’s consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect (“**DSA**”) for review and approval on or before a date to be agreed upon in writing by the DISTRICT.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public school project.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

## **ARTICLE II - SCOPE OF ARCHITECT'S SERVICES**

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.



13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor consistent with OPSC requirements for such surveys or estimates.

14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

**25. Schematic Design Phase**

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

## **26. Design Development Phase (Preliminary Plans)**

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to

comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

## **27. Construction Document Phase (Final Plans)**

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

## **28. Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the

DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

## **29. Construction Phase**

a. Prior to the start of construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the



PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work;
- (2) Foundation;
- (3) Vertical Framing;
- (4) Horizontal Framing;
- (5) Appurtenances;
- (6) Non-Building Site Structures;
- (7) Finish Site Work;
- (8) Other Work; or
- (9) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

(1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions

relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The

ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD].

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; and (4) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and



the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

### **30. Project Close-Out**

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the

appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

- (1) Copies of the Project Inspector's semi-monthly reports;
- (2) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (3) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and
- (4) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

a. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).

- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- (10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

### **ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;
- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;
- c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;
- d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;
- e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from

ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### **ARTICLE IV - DISTRICT'S RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

#### **ARTICLE V - COST OF CONSTRUCTION**

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the ARCHITECT's fee.

4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the Budget:
- a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;
  - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
  - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;
  - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
  - e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.
8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

#### **ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.
2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.
3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

## **ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

## **ARTICLE VIII - TERMINATION**

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

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

in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

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

#### **ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT**

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.



## **ARTICLE X - COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase:	No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Design Development Phase:	No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Docs Phase	No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
DSA Approval Phase:	No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
Bidding Phase:	No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
Project Close-Out Phase:	Balance of actual Architect Fee to be paid after the all the Project Close-Out Phase requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually

agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

#### **ARTICLE XI - REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and

b. Approved agency fees (exhibit b).

2. Approved reimbursable expenses are estimated to be Twenty Thousand Dollars (\$20,000) and this amount shall not be exceeded without the prior written approval of the DISTRICT. Reimbursable expense allowance is subject to adjustment pending definition of the Phase II scope as approved by the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

## **ARTICLE XII - EMPLOYEES AND CONSULTANTS**

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the

work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

### **ARTICLE XIII – MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

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

b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or

alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by Section c below), its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

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

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

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT'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 Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

**DISTRICT:**

**Pasadena Unified School District**  
351 So. Hudson Avenue  
Pasadena, CA 91101  
Attn: Christine J. Ward  
Telephone: (626) 396-3626

**ARCHITECT:**

**WLC Architects**  
8163 Rochester Ave, Suite 100  
Rancho Cucamonga, CA 91730  
Attn: Robert Hensley, AIA, Principal  
Telephone: (909) 987-0909

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

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

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

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

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

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly



understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Pasadena Unified School District Governing Board, duly passed and adopted.


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


ARCHITECT:

DISTRICT:

WLC Architects

Pasadena Unified School District

By:   
Its: Principal Auditor

By:   
Its: CFO 7-1-16

## **EXHIBIT "A"**

### **ARCHITECT'S FEE SCHEDULE (for New Construction\*,\*\*)**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$240,000.00)
6. Five percent (5%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

**\*Computed Cost:** The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

**\*\*For the installation of portable and/or relocatable buildings,** the ARCHITECT's Fee shall be determined as follows: four percent (4%) of the cost of the factory-built portable/relocatable building(s) plus the cost of all other labor and/or materials necessary to install the factory-built portable/relocatable building(s) at the PROJECT site as applied to the fee schedule detailed in items (1) through (6) above, with the exception of any costs for change orders resulting from the errors and omissions on the part of the ARCHITECT.

If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Computed Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Computed Cost used to calculate the ARCHITECT's fee.

**EXHIBIT "A" (cont.)**

**ARCHITECT'S FEE SCHEDULE  
(for Reconstruction/Modernization\*)**

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of Computed Cost. (Maximum of \$360,000.00)
6. Eight percent (8%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

**\*Computed Cost:** The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Computed Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Computed Cost used to calculate the ARCHITECT's fee.



# UNIVERSAL REPROGRAPHICS INCORPORATED

2043 Pontius Avenue  
Los Angeles, California 90025  
213/365-7750  
FAX 213/355-3585  
[www.reprographics.com](http://www.reprographics.com)

## PROPRIETARY PRICING SCHEDULE FOR

***Pasadena Unified School District Acct. #10799***

LARGE DOCUMENT COPYING	PER SQ FT	ASSOCIATED SERVICES	
Bond 20#	\$ 0.04	Set-up.....	\$10.00
Additional Bond	\$ 0.05	Service Charge.....	\$9.50
Recycled 20# Bond	\$ 0.05	Minimum Invoice.....	\$10.00
		Stapling (Per Set)*.....	\$ 0.50
Color Bond Paper 20#	\$ 0.06	Edge Binding (Per Set).....	\$ 1.00
		LF Screw Post (Per Set).....	\$ 5.65
Vellum	\$ 0.70	Date Stamping (Per Sheet)*.	\$ 0.05
Mylar	\$ 1.75	Folding (Per Fold)*.....	\$ 0.05
ON LINE PLANROOM	PER SHEET	Packing For Mail.....	\$ 4.75
Plan Posting.....	\$ 0.45	* \$1.00 Minimum	
Specification Posting.....	\$0.045	<b><i>Tracings sized to standard paper widths: 24", 30", 36" and 42"; rounded off to the next highest square foot.</i></b>	
E-mail Notification.....	\$ 5.00		
Project Set-Up.....	N/C		
All other printing and scanning charges are the same as regular charges.		<b>ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE</b>	

ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE

4/29/2016

**EXHIBIT "B"(cont.)****UNIVERSAL REPROGRAPHICS INCORPORATED****PROPRIETARY PRICING SCHEDULE FOR*****Pasadena Unified School District Acct. #10799*****DIGITAL SERVICES**

Scan to Tiff .....	\$ 0.50
File Conversion .....	\$ 0.10
File Renaming .....	\$ 0.15
Reduction / Enlargement .....	\$ 0.10
Indexing or special handling .....	\$ 30.00
Proof Charge.....	\$ 10.00
FTP File Transfer (\$7.50 minimum).....	\$ 0.05
DVD Burning.....	\$ 15.00
CD-ROM Burning .....	\$ 5.75

**SMALL FORMAT SCANNING**

<b>PRICES</b>			<b>PER Sheet</b>
Specification Scanning .....			\$0.05
11x17 Scanning B/W			0.075

**ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE****4/29/2016**

**EXHIBIT "B"(cont.)****UNIVERSAL REPROGRAPHICS INCORPORATED****FOR: Pasadena Unified School District Acct. #10799****XEROGRAPHY (Small Document Copying):**

<b>DUPLICATING</b>						
Total Number of Copies	8 1/2" x 11"		8 1/2" x 14"		11" x 17"	
	1-Sided	2-Sided	1-Sided	2-Sided	1-Sided	2-Sided
	<b>\$ 0.025</b>	<b>\$ 0.045</b>	<b>\$ 0.05</b>	<b>\$ 0.09</b>	<b>\$ 0.06</b>	<b>\$ 0.11</b>

**Color Laser Prints / Copies**

<b>COLOR PRINTS / COPIES ON 28/70# LASER</b>						
Total Number of Copies	8 1/2 x 11"		11 x 17"		12 x 18"	
	1-Sided	2-Sided	1-Sided	2-Sided	1-Sided	2-Sided
	<b>\$0.25</b>	<b>0.45</b>	<b>\$ 0.32</b>	<b>0.59</b>	<b>0.32</b>	<b>0.59</b>



# EXHIBIT "B"(cont.)

**Pasadena Unified School District Acct. #10799**

**Large Format Color Printing**

Universal Reprographics, Inc (Price)

Media Type	Per SQ FT	Description
AEC Color Mark-ups	\$ 1.00	Redlines/Mark-ups, Little Color, Mostly B/W
AEC Add'l Color Mark-ups	\$ 0.65	Redlines/Mark-ups, Little Color, Mostly B/W Add'l Sets
AEC Line Color Bond 20#	\$ 1.25	Color Line Work
AEC Add'l Sets Bond 20#	\$ 0.85	Color Line Work-Additional Sets
AEC Medium Color Bond	\$ 2.00	Renderings/ Full Color CAD
AEC Medium Color Bond	\$ 1.00	Renderings/ Full Color CAD Add'l Sets
AEC Color 24# Bond	\$ 2.25	Images/Graphics/Photos
AEC Add'l Color 24# Bond	\$ 1.35	Images/Graphics/Photos Add'l Sets
AEC Color Satin Sheen Bond 36#	\$ 2.45	36# Bond with Low Satin Sheen
AEC Add'l Color Satin Sheen Bond 36#	\$ 1.80	36# Bond with Low Satin Sheen-Add'l Sets
AEC Color Presentation Bond 32#	\$ 2.35	32# Bond Heavyweight-Matte Finish
AEC Add'l Color Presentation Bond 32#	\$ 1.60	32# Bond Heavyweight-Matte Finish-Add'l Sets
AEC Color Waterproof Bond	\$ 2.55	Waterproof Bond Material
AEC Color Banner	\$ 5.00	10 Mil Banner Material
AEC 2'x3' Color Banner 4 Grommets	\$ 29.99	10 Mil Banner Material
AEC 3'x4' Color Banner 4 Grommets	\$ 49.99	10 Mil Banner Material
AEC 3'x6' Color Banner 6 Grommets	\$ 75.00	10 Mil Banner Material
AEC 3'x10' Color Banner 8 Grommets	\$ 119.00	10 Mil Banner Material
CAD Color Mark-Up	\$ 1.00	Inkjet Little Color/ Redline Mark-Ups, Mostly B/W
Large Format Color Bond 20#	\$ 1.25	Inkjet Small Color Fill Areas
Large Format Color Bond 24#	\$ 2.25	Inkjet Renderings/ Landscape & Small Saturations of Color
CAD Color Bond	\$ 2.00	Inkjet Full CAD Color (Red, Green, Yellow, Blue Lines)
Heavy Matte	\$ 4.50	Full Color Saturation Posters/ Photos
Scrim Banner	\$ 6.00	Outdoor Banner Material in Color
Semi Gloss	\$ 6.50	High Quality-Presentation Full Color Boards
Canvas	\$ 11.00	Canvas Material Banner (Art Reproductions)
Backlit	\$ 12.50	Film for Lightboxes/ Placement in Windows
Fabric	\$ 14.00	Sheer Fabric Banners (Fold/ Roll Easy for Transport)
Color Banner with 6 Grommets	\$ 75.00	Up To 3' x 6' (36" x 72") Color Scrim Banner With 6 Grommets
Poster Mounting *	\$3.00 Sq. Ft.	* Note - Special pricing only on posters we print.
Poster Mounting and Laminating *	\$5.00 Sq. Ft.	

CAD Color Scanning		
1 to 4	\$7.50	
5 to 19	\$6.50	
20-49	\$5.00	
50-74	\$4.50	
75-99	\$4.25	
100-149	\$4.00	
150 and up	\$3.75	

ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE

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

**Topic:** APPROVAL OF THE PROFESSIONAL SERVICES CONTRACT WITH PARSONS CONTRACTORS INCORPORATED TO ADMINISTER THE CONTINUITY OF WORK AGREEMENT.

**RECOMMENDATION:** The Board of Education approves the professional services contract with Parson Constructors to administer the continuity of work agreement.

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

**I. BACKGROUND**

Parsons Constructors have been performing services outlined in the Districts Continuity of Work Agreement between Pasadena Unified School district and Los Angeles and Orange Counties. The district previous contractual agreement expired on June 30, 2016 at which time the district has negotiated a new 6 month contract resuming services beginning July 1, 2016 ending December 31, 2016.

**II. STAFF ANALYSIS**

District staff recommends approving the professional service contract with Parson Constructors.

The Facilities Committee vetted this Board Report on July 14, 2016

**Attachments:** Cost Projection for Parsons Constructors Inc. consulting Services Agreement and the after action report of work performed during the period of the last approved contract agreement.

**III. FISCAL IMPACT**

Funds in the not to exceed amount of \$64,844.00 are available in the Measure TT Account.

**Pasadena Unified School District  
Board of Education Agenda: July 28, 2016  
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

**Funding Code:** 21.1-95000.0-00000-85000-6260-0000710

Originator: Nelson Cayabyab, Chief Facilities Officer

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



Total Contract Not-to-Exceed Amount : \$	64,844.00
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**PARSONS CONSTRUCTORS INC.**  
**Consulting Services Agreement ("Agreement")**

CONSULTANT: **PARSONS CONSTRUCTORS INC.**

Agreement No. : \_\_\_\_\_

CLIENT: **PASADENA UNIFIED SCHOOL DISTRICT**

Client's ID. No. : \_\_\_\_\_

Effective Date:	Completion Date:	Parsons' Contact:	Client's Contact:
July 01, 2016	December 31, 2016	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

**Compensation**

☐ Rate Schedule (Attachment A)

☒ Payment not-to-exceed \$64,844.00

☐ Other (as indicated below)

☐ Lump sum \$ \_\_\_\_\_

☐ Invoice monthly (instructions below)

Item	<p>Description of services/special provision ("WORK") Parsons Constructors Inc. shall perform the following services in accordance with the Consulting Standard Terms and Conditions attached hereto and made part of this Agreement:</p> <ul style="list-style-type: none"><li>• Manage and administer the Continuity of Work Agreement ("CWA"), including the community workforce development policies and goals.</li><li>• Conduct weekly construction jobsite visits to monitor schedule, communicate about local hire effort and monitor both union and contractor compliance with the Continuity of Work Agreement including the performance and safety of local hire placements.</li><li>• Coordinate and co-chair the CWA-required pre-job conferences and subcontractor mark-up meetings with the awarded contractors and signatory unions.</li><li>• Administer the CWA grievance procedure and act as mediator at the second step and above.</li><li>• Proactively educate contractors and other stakeholders about the CWA policies and requirements to ensure compliance.</li><li>• Partner with the Pasadena/Altadena Apprenticeship Preparation Program and Flintridge Center to identify quality local employment candidates ready for entrance into apprenticeship programs and subsequent hire on Measure TT projects.</li><li>• Generate monthly reports regarding project and contractor local hire performance and Letters of Assent submission.</li><li>• Schedule and co-chair CWA Labor-Management Meetings with the signatory parties.</li><li>• At the request of the District, make periodic reports to the Board of Education about the management and administration of the CWA. Typically, these reports have been presented every other month to the Board Facilities Subcommittee.</li><li>• Respond to all District, union and contractor inquiries related to the CWA and act as primary point of contact for labor relations issues on Measure TT construction projects that are subject to the CWA.</li></ul> <p>The breakdown of anticipated staffing levels is attached hereto as Exhibit "A".</p>
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**Consultant: Parsons Constructors Inc.**

**Client: Pasadena Unified School District**

By: Donald J. Maurer Date: 7/27/16

By: [Signature] Date: 7/29/16

Name: DONALD J. MAURER

Name: DM CAYABYAB

Title: LABOR RELATIONS MANAGER

Title: CFACO

## CONSULTING STANDARD TERMS AND CONDITIONS

1. **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.
6. **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.
8. **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. Comprehensive General Liability Insurance 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. Comprehensive Automobile Liability Insurance 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 1½% 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 SITE 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.
21. **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](mailto: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](mailto: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	\$200.00	As Needed		-
Donald Maurer	Project Manager	\$155.00	8	208	\$32,240.00
TBD	Technical Advisor - Field Specialist	\$105.00	6	156	\$16,380.00
Zavonna Ford	Labor Relations Administrator	\$78.00	8	208	\$16,224.00
<b>Total</b>				<b>572</b>	<b>64,844.00</b>
			<b>Total Contract NTE</b>		<b>64,844.00</b>

# Parsons

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## **Parsons Constructors Inc.**

100 W. Walnut · Pasadena, California 91124 · Ph: (626) 440-3000 · Fax: (626) 440-2516

**23:16**

Nelson Cayabyab, Chief of Facilities  
Pasadena Unified School District  
740 West Woodbury Road  
Pasadena, CA 91103

**RE: Parsons Constructors Inc. (PCI) – Administration of the Continuity of Work Agreement (CWA)**

Enclosed is PCI's action report for the performance period of January 1, 2016 thru June 30, 2016. Please note that no activities occurred during February 2016 as our professional service contract was in the process of being reviewed and approved by the PUSD Board.

If you have any questions, please contact me at 951.551.5879.

Thank you.

Don Maurer  
Project Manager

Cc: Dan Sloan - PCI  
Veronica Jimenez – PUSD



arbitration. Forwarded letters of assent and core employee list to Local #709 per their request. Subsequently met with Local #709 to discuss their concerns about Aria not paying award. Per Local #709 requests, Parsons advised them where to send Stop Notice and who to request Certified Payrolls from at PUSD. Parsons forwarded both arbitrators decision and letter to PUSD stating Aria lost arbitration and they owe compensation to Sprinkler Fitters #709.

- (March 2016): Parsons assisted in resolving potential grievance between Klassic Engineering and Laborers #300 re: Klassic core employee not contributing to appropriate Laborers trust funds. Issue resolved short of formal grievance being filed.
- (March – June 2016) – Parsons facilitated and assisted with grievance between Roofers #36 & Western State at Marshall FS. Held numerous phone conversations between both parties trying to resolve core employee issue. Subsequently facilitated two Step 2 meetings March 22 & 29 trying to get issue resolved short of arbitration. Parties could not come to a resolution at the Step 2's and arbitration was coordinated and held May 31, 2016. Award Pending from Arbitrator Zigman.
- (April 2016): Advised Sinanian at Sierra Madre re: one of their subs that do shelve installation is covered by the CWA and needs to submit letter of assent and core employee list. Issue resolved.
- (May – June 2016): Parsons has had numerous conversations with Carpenters #1506 regarding payment issue for their members, core employee issues and safety issues with Hurimak at Washington AES. Parsons has spoke with Hurimak, Local #1506 and the GC G2K on several occasions to assist in facilitating a resolution. A Step 2 meeting is scheduled for June 14, 2016 to try and facilitate a resolution short of arbitration.
- (April 2016): Assisted Iron Workers #416 with trust fund issue of a subcontractor on Field. Jansen Industries was delinquent in trust fund contributions and Parsons worked with Mallcraft, Jansen and Local #416 to get issue resolved short of an official grievance being filed.
- (January 2016) - Attended NACA Meetings in Florida and discussed, among other things, PUSD CWA with International Reps of Building Trades. Discussed ongoing issues and upcoming construction schedule.
- (January – May 2016) – Assisted Mallcraft on several occasions on status of outstanding letters of assent and core employee lists from their subs.
- (April 27, 2016) – Parsons hosted Helmets to Hardhats (H2H) Conference at Parsons Headquarters in April. Over 40 union representatives, Flintridge reps, WINTER reps attended and listened to H2H

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

**Topic:** APPROVE THE ADDED CONSTRUCTION ADMINISTRATION SERVICES DUE TO AN EXTENSION IN THE CONSTRUCTION SCHEDULE WITH LPA FOR THE MCKINLEY HIGH SCHOOL PHASE 1 MODERNIZATION PROJECT

**RECOMMENDATION:** The Board of Education approves the extended construction administration schedule with LPA at McKinley K-8

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

**I. BACKGROUND**

The district previously approved the added time extension for construction administration up to June 2016. This Proposal covers continuation of extended construction administration services from July 2016 through the completion of the project. The completion of this project is extended due to numerous factors that have incurred to date including but not limited to lack of coordination by the contractor in effectively managing sub-contractors, issuance of excessive and poor drafted RFI's, excessive meetings associated with incomplete change orders and the processing of unwarranted change orders. The board has approved on the June 30 board meeting the last change order for this project and gave direction to staff to file the notice of completion when the project is completed. This extension to LPA's contract is to cover the period from June 2016 to the completion of this project.

**II. STAFF ANALYSIS**

District staff recommends approving the extension of the construction administration services with LPA.

This Board Report was vetted by the Facilities Committee on July 14, 2016

**Attachment:** Additional Services Proposal No.5

**III. FISCAL IMPACT**

Funds in the amount of \$18,000 are available in the Measure TT Account for the McKinley Modernization Phase 1 project.

**Pasadena Unified School District  
Board of Education Agenda: July 28, 2016  
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

**Funding Code:** 21.1-95046.0-00000-85000-6210-0730000

Originator: Nelson Cayabyab, Chief Facilities Officer

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

## Submitted invoices:

• July 2015	\$47,593.11
• August 2015	\$31,142.50
• September 2015	\$21,382.50
• October 2015	\$16,331.00
• November 2015	\$12,842.11
• December 2015	\$18,797.50
• January 2016	\$10,525.00
• February 2016	\$10,989.00
• March 2016	\$6,599.55
• April 2016	\$8,699.62
Total Submitted invoices through January 2016	\$184,901.89
• Proposed Not-To-Exceed Fee Total- May to June of 2016 (\$9,000 x 2 months)	\$18,000.00
• Total Extended CA fee=	<del>\$202,901.89</del>

Please note that the above fee proposal is for additional services for extended Construction Administration effort. Invoices for previously approved purchase orders are not included in this total. Please contact us should you have any questions and/or comments in regards to our proposal. We can provide additional historical information and project specific detail as may be needed, and can also provide accounting records to substantiate our labor efforts to date.

We look forward to receiving a Project Assignment Agreement (PAA) or other appropriate contract amendment form for our execution.

Sincerely,  
 LPA, Inc.



Nicole Mehta, ARCHITECT, LEED AP BD+C  
 Project Manager

Approved by:



Nelson Cayabyab, Chief Facilities Officer

cc:

Jon Mills, LPA  
 Craig Shulman, LPA

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

**Topic:** APPROVAL OF THE ARCHITECTURAL AND DESIGN SERVICES PROPOSAL FOR SIERRA MADRE ES PORTABLE RELOCATABLE CLASSROOM TO SUPPORT THE SCHOOL'S SCIENCE PROGRAM.

**RECOMMENDATION:** The Board of Education approves the proposal from Flewelling and Moody (F&M) to provide Architectural and Design Services for Sierra Madre ES Relocatable Classroom Project.

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

**I. BACKGROUND**

The district is planning to transfer one relocatable classroom building previously assigned to Blair High School and is presently located at Altadena Elementary School. This final transfer to its intended final placement at Sierra Madre Elementary School will have to go through the Department of State Architect (DSA) formal approval process that was not initially done when this portable was relocated from Blair High School. This architect and design services by F & M is necessary in preparation for submission of the plans for approval to DSA.

**II. STAFF ANALYSIS**

District staff recommends approving the proposal for architect and engineering services from Flewelling and Moody for the Sierra Madre Elementary School Portable Relocatable Building Project.

The Facilities Committee vetted this Board Report on July 14, 2016

**Attachments:** Flewelling and Moody's proposal for the Sierra Madre Elementary School's Relocatable Building.

**III. FISCAL IMPACT**

\$27,000 (Architectural and Engineering Services) + \$1,000 (Reimbursable)

Funds in the not to exceed amount of \$28,000 are available in the Measure TT Account.

**Pasadena Unified School District  
Board of Education Agenda: July 28, 2016  
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

**Funding Code:** 21.1-95126.0-00000-85000-6210-0500000

Originator: Nelson Cayabyab, Chief Facilities Officer

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



# Proposal for: Pasadena Unified School District

## One (1) Relocatable Classroom at Sierra Madre Elementary School

Submitted to:  
**Nelson Cayabyab, Chief Facilities Officer**

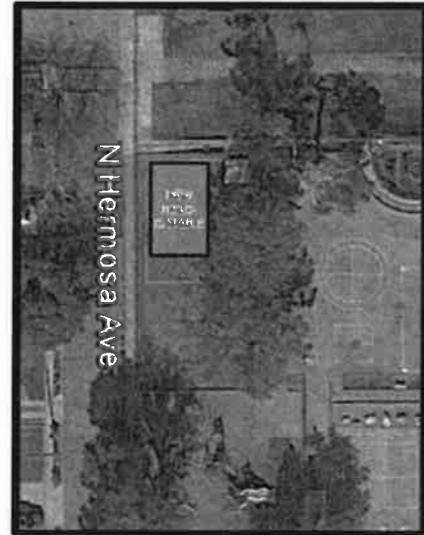
**351 S. Hudson Avenue  
Pasadena, California 91109**

May 20, 2016

## Table of Contents

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## One (1) Relocatable Classroom at Sierra Madre Elementary School



### **I. Project Description/Scope of Work**

- A. The District is planning to transfer one (1) relocatable classroom from Blair High School (with previous DSA approval) and have it installed at Sierra Madre Elementary School. The relocatable classroom will be provided with electrical, data, fire alarm, and PA. The building shall have a DSA PC approval and a Closed and certified A#.
- B. The building will be installed with corresponding DSA approved and ADA compliant ramp and stairs as supplied by the District or a selected vendor.
- C. The Construction Budget is assumed to be in the range of \$30,000 - \$40,000.

## **II. Scope of Services**

- A. The Architect shall review the site with District staff to determine the intended location, proximity to existing utilities, grades, and other site conditions. The Architect will be understand and prepare the latest DSA requirements for the installation of a relocatable on a school site.
- B. Public Agency Approval
  - 1. Submit documents to the Division of State Architect for review and approval. Making necessary corrections as required for approval.
  - 2. Anticipated "over-the-counter" DSA approval is scheduled for June 28, 2016.
  - 3. Submit documents for local agency approval for on-site work for review and approval.
- C. Assist the District with the public bid process to secure a qualified contractor for the project.
- D. Construction Administration
  - 1. Provide construction observation on an as-needed basis.
  - 2. Provide clarifications and changes as required per field conditions, etc.
  - 3. Submit appropriate required documentation for the DSA drop box.

## **III. District Responsibilities**

- A. The District shall provide the topographic survey for the site.
- B. The District will be responsible for all applications fees.



## IV. Schedule

- 6/14/2016 Submit a complete project set including but not limited to all DSA forms, LFD site plan, fire flow test result, DSA check list in PDF format to the District representative.
- 6/21/2016 District to return the comments and corrections.
- 6/28/2016 Scheduled DSA OTC appointment.

## V. Project Team

The project team members assigned to this project shall be:

Principal-in-Charge  
Senior Project Manager  
Job Captain  
Electrical Engineer

Scott Gaudineer, AIA, C-14211  
Sam Sahand, C-32680  
David Williams  
Budlong & Associates, Inc.

## VI. Professional Services Fee

**Estimated Construction Cost:** \$30,000 - \$40,000

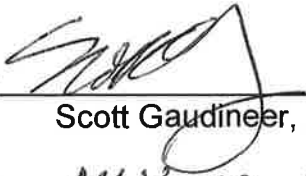
### Fee:

The fee for this project shall include architectural and electrical disciplines. The fee shall be hourly, not to exceed \$28,000.

Architectural: \$19,000  
Electrical: \$8,000  
Reimburables: \$1,000

FLEWELLING & MOODY

By


  
Scott Gaudineer, President

Date

MAY 20, 2016

Approved by:

X

  
Nelson Cayabyab, Chief Facilities Officer

## VII. Schedule of Billing Rates

### Billing Rates-2016

Principal	\$270.00
Project Manager	\$200.00
Project Architect	\$185.00
Architect	\$155.00
Senior CA Field Representative	\$185.00
CA Field Representative II	\$150.00
Senior Designer	\$155.00
Designer II	\$130.00
Designer I	\$115.00
CADD III	\$115.00
CADD II	\$ 95.00
CADD I	\$ 80.00
Tech Assistant II	\$ 95.00
Tech Assistant I	\$ 80.00
Accountant	\$170.00
Accountant Clerk	\$ 75.00
Secretary	\$ 75.00

*Note: The schedule shall be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect.*

### SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Governmental fees  
Reproductions  
Plotting (required deliverables)  
Scanning  
Travel (in excess of 100 miles)  
Photocopying  
Subsistence  
Sub-Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of one point five percent (1.5%) per month for all unpaid balances.

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

**Topic:** APPROVAL OF CHANGE ORDER NO. 6 WITH G2K CONSTRUCTION FOR THE WASHINGTON ACCELERATED ELEMENTARY SCHOOL- NEW CONSTRUCTION/ CAMPUS ENRICHMENT PROJECT.

**RECOMMENDATION:** The Board of Education approves Change Order No. 6 with G2K Construction for the Washington Accelerated Elementary School – New Construction/ Campus Enrichment in the amount of \$270,746.54

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

**I. BACKGROUND**

On June 26, 2014 The Board of Education approved the contract for Construction for the Washington Accelerated Elementary School – New Construction/ Campus Enrichment project to G2K Construction in the amount of \$14,439,000.00. There were five previous change orders in the amount of \$1,353,457.58 bringing the total value to \$15,792,457.58.

**II. STAFF ANALYSIS**

District staff recommends the approval of Change Order No. 6 with G2K Construction for the Washington Accelerated Elementary School – New Construction/Campus Enrichment in the amount of \$270,746.54. This change order represents unforeseen conditions, including the mitigation of existing unsuitable soils on site, and Architect/ District requested scope changes and approved construction coordinated design items.

Note: With this change order (No. 6) amount bring the total change order percentage on this project to 11.2% at 45% completion of the overall project.

The Facilities Committee vetted this Board Report on July 14, 2016.

**Attachments:** Change Order No. 6

**III. FISCAL IMPACT**

Funds in an amount not to exceed \$270,746.54 are available in the Measure TT Account.

**Pasadena Unified School District  
Board of Education Agenda: July 28, 2016  
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

**Funding code:** 21.1-95045.0-00000-85000-6270-0750000

Originator: Nelson Cayabyab, Chief Facilities Officer

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

CHANGE ORDER NUMBER # 06  
DISTRICT  
Page 1 of 4

**EXHIBIT P**

July 28, 2016

PASADENA UNIFIED SCHOOL

**CHANGE ORDER NUMBER 06****Distribution to:**

Owner: Pasadena Unified School District  
Architect: LPA, Inc.  
Contractor: G2K Construction, Inc.  
Inspector of Record: Fred Little

**PROJECT:** Washington Accelerated Elementary School

**INITIATION DATE:** June 28, 2016  
**OWNER:** Pasadena Unified School District  
**ARCHITECT:** LPA, Inc.  
**CONTRACTOR:** G2K Construction, Inc.  
**D.S.A. File:** File # 19-80; A# 03-113658

**CONTRACT DATE:** Nov. 03, 2014  
**COMPLETION DATE:** Nov. 11, 2016

**You are directed to make the following changes in this contract:****DETAILED DESCRIPTION OF CHANGE****ITEM NO. 01: COP 44-R1 Concrete Stem Wall Reinforcing**

Reinforcing steel in Multi-purpose room's concrete stem wall at wheel chair lift was misplaced.

**REQUESTED BY:** G2K Construction, Inc.

**REASON FOR CHANGE:** Coordination.

**TOTAL DOLLAR AMOUNT OF CHANGE**.....\$1,696.40

**CHANGE IN CONTRACT TIME** .....Zero Calendar days

**ITEM NO. 02: COP 47-R4 Contractor Stand By Time.**

Standby time for grading contractor pending resolution to locate and secure suitable back fill material for Building C's over-excavation zone.

**REQUESTED BY:** G2K Construction, Inc.

**REASON FOR CHANGE:** Unforeseen Condition

**TOTAL DOLLAR AMOUNT OF CHANGE**.....\$52,622.16

**CHANGE IN CONTRACT TIME** .....12 (Twelve) Calendar days

**ITEM NO. 03: COP 48-R4 Contractor Stand By Time.**

Standby time for grading contractor pending resolution to locate and secure suitable back fill material and delayed removal of electrical substation in SW corner of site at Building C.

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Unforeseen Condition

TOTAL DOLLAR AMOUNT OF CHANGE .....\$70,679.18

CHANGE IN CONTRACT TIME .....13 (Thirteen) Calendar days

**ITEM NO. 04: COP 69 Glazing Credit.**

Credit for omission of the ultra-clear glass in the project's windows.

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Coordination

TOTAL DOLLAR AMOUNT OF CHANGE .....<\$3,488.00>

CHANGE IN CONTRACT TIME .....Zero Calendar days

**ITEM NO. 05: COP 73-R3 Bldg. C Back Fill Material Import.**

Labor and equipment to import suitable back fill material for Building C's pad excavation zone.

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Unforeseen Condition

TOTAL DOLLAR AMOUNT OF CHANGE .....\$52,794.50

CHANGE IN CONTRACT TIME .....8 (Eight) Calendar days

**ITEM NO. 06: COP 74-R3 Export of Unsuitable Soils at Bldg. C.**

Labor and equipment to export excavated soils deemed unacceptable for use by project's Geotechnical Engineer at Building C.

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Unforeseen Condition

TOTAL DOLLAR AMOUNT OF CHANGE .....\$38,874.34

CHANGE IN CONTRACT TIME .....7 (Seven) Calendar days

**ITEM NO. 07: COP 79 Bldg. D Relocation.**

Building D was relocated ten feet to the west from the original position indicated in the contract documents and an additional accessible path of travel was incorporated. Relocation affected perimeter fencing, ramps, utilities and landscaping.

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Owner Request

TOTAL DOLLAR AMOUNT OF CHANGE .....\$54,209.54  
CHANGE IN CONTRACT TIME .....Zero Calendar days

**ITEM NO. 07: COP 82 Foundation Reinforcing Revisions.**

Foundation reinforcing steel in stepped footing at elevator pit was revised based on insufficient distances to assemble reinforcing as designed.

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Coordination

TOTAL DOLLAR AMOUNT OF CHANGE .....\$3,358.42  
CHANGE IN CONTRACT TIME .....Zero Calendar days

**ITEM NO. 08: Change Order 05 Contract Time Extension**

The Contract Extension Time paragraph from CO-05 is to be revised as follows:

*The Contract Time is changed by a total of 20 calendar days, therefore, the Date of Substantial Completion from the previously approved date of Nov. 11, 2016.*

REQUESTED BY: G2K Construction, Inc.

REASON FOR CHANGE: Correction

TOTAL DOLLAR AMOUNT OF CHANGE .....\$0.00  
CHANGE IN CONTRACT TIME .....Zero Calendar days

Not valid until approved by the School District, Contractor and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time. The Architect has reviewed the figures submitted by the Contractor, and they have been reviewed and approved by the School District; we believe this request is valid and recommend your approval for acceptance.

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the terms herein and in compliance with the applicable sections of the contract documents. This change order is hereby agreed to, accepted, and approved, all in accordance with the General Conditions of the contract documents.

The original Contract Price was .....\$14,439,000.00  
Net change by previously authorized Change Orders .....\$1,353,457.58  
The Contract Price prior to this Change Order was .....\$15,792,457.58  
The Contract Price will be increased by this Change Order.....\$270,746.54  
The Contract Price including this Change Order will be .....\$16,063,204.12

The Contract Time is changed by a total of **40** calendar days, therefore, the Date of Substantial Completion from the previously approved date of Nov. 11, 2016 is proposed to be **Dec. 21, 2016.**

**ARCHITECT:**

LPA, Inc.  
5161 California Ave.  
Suite 100  
Irvine, CA 92617

By: 

DATE: June 28, 2016

**CONTRACTOR:**

G2K Construction, Inc.  
28348 Roadside Dr.  
Suite 205  
Agora Hills, CA 91301

By: 

DATE: 7/28/16

**OWNER:** Pasadena Unified School

District  
351 So. Hudson Avenue  
Pasadena, CA 91103

By: 

DATE: 7/29/16

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

**Topic:** APPROVE THREE YEARS LEASE OF MODSPACE TRAILER FOR BOOK ROOM AT SAN RAFAEL ES.

**RECOMMENDATION:** It is recommended that the Governing Board of the Pasadena Unified School District approve three years lease for ModSpace office trailer for book storage room at San Rafael ES in the amount not to exceed \$16,793.45.

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

**I. BACKGROUND**

Per PUSD Balanced Literacy Program, every school requires to have an area for book storage where books can be retrieved by the teachers for the student's use. Presently, San Rafael ES doesn't have any space designation for storage of these books. This Modspace Trailer will provide this space needed to support the existing school program.

**II. STAFF ANALYSIS**

District staff recommends approving the new proposed agreement for the amount not to exceed \$16,793.45 to provide three years lease for a trailer office where the books for Balanced Literacy Program can be stored and retrieved by the staff as needed.

The Facilities Committee vetted this Board Report on August 11, 2016.

**Attachments:** ModSpace agreement

**III. FISCAL IMPACT**

Funds in the amount of \$16,793.45 are available in the Measure TT San Rafael Account.

**Pasadena Unified School District  
Board of Education Agenda: August 25, 2016  
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

**Funding Code:** 21.1-95030.0.0.00000-85000-6276-0480000

Originator: Nelson Cayabyab, Chief Facilities Officer

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





**LEASE AGREEMENT NO:**

**OFFER NO: 200624**

**ACCOUNT NO: 1282298**

**RETURN EQUIPMENT to  
ModSpace:**

CA-Fontana  
11115 Hemlock Avenue  
Fontana, CA

Phone:+(909)574-1465  
Fax:+(909)574-1470

Modular Space Corporation a Delaware corporation ("ModSpace") hereby leases the equipment specified below (the "Equipment") to:

Pasadena Unified School District  
351 S Hudson Ave  
Pasadena, CA 91101

The Equipment will be located at  
(subject to Section 3 on attached page):

1090 Nithsdale Road  
Pasadena, CA 91105

Contact : Malihe Shokouhi  
Phone : (626)714-0166  
PO # :  
Proj Name:  
Proj :

Customer hereby leases Equipment from ModSpace for a minimum term of 36 Month(s) (the "Minimum Lease Term" or "Term") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period.

Customer agrees to pay ModSpace without demand and in advance the Monthly rental and other charges on the due dates set forth in this Lease. The anticipated delivery date for the Equipment, subject to Section 3(c) on the attached page, will be on or about .

Unit	Class	Width	Length	Serial No.	Insurance Value	Term	Frequency	Rental Amount
8x28 Office Trailer	SNGL828	8.00	28.00	None	\$0.00	36	Monthly	\$303.00

ONE TIME CHARGES				OTHER MONTHLY CHARGES			
<b>Delivery</b>				<b>Rental</b>			
Fuel Charge	(Qty: 1)		\$ 18.00	Personal Property Expense	(Qty: 1)		\$12.57
Transportation of Building	(Qty: 1)		\$ 346.00	Step Rental	(Qty: 2)		\$20.00
<b>Installation</b>				<b>Monthly :</b>			
Anchor Installation	(Qty: 6)		\$ 420.00	<b>* Sales Tax (Monthly Lease Items) :</b>			
Block & Level	(Qty: 1)		\$ 100.00	<b>Grand Total (Monthly) :</b>			
Wood Skirting Installation	(Qty: 1)		\$ 1131.00				
<b>Modification</b>							
Security Screen Installation	(Qty: 5)		\$ 260.00				
<i>Install security bars on windows</i>							
<b>Remove</b>							
Remove Anchors	(Qty: 6)		\$ 150.00				
Remove Skirting	(Qty: 1)		\$ 470.00				
Unblock	(Qty: 1)		\$ 100.00				
<b>Return Delivery</b>							
Fuel Charge	(Qty: 1)		\$ 18.00				
Transportation of Building	(Qty: 1)		\$ 346.00				
<b>One Time :</b>			<b>\$3,347.00</b>				
<b>* Sales Tax (One Time) :</b>			<b>\$278.73</b>				
<b>Grand Total (One Time) :</b>			<b>\$3,625.73</b>				



LEASE AGREEMENT NO:

OFFER NO: 200624

ACCOUNT NO: 1282298

**RETURN EQUIPMENT to  
ModSpace:**

CA-Fontana  
11115 Hemlock Avenue  
Fontana, CA

Phone: +(909)574-1465  
Fax: +(909)574-1470

\* Tax rates will vary with delivery address. Taxes are subject to change by tax authorities without notice.

\*\* If Building Return and Removal rates are not specified, such charges will be billed at current rates at time of termination. \*\*

Prevailing/ Davis-Bacon Wage Applicable: ☐ No

Badging or Access Requirements Applicable: ☐ No

Union Labor: ☐ No

No agent, employee or representative of ModSpace has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although Customer's purchase order number may be used by the parties as a convenient reference for invoicing purposes.

Dollying and rigging trailer in place are not included in the standard setup price and additional charges may apply.

Customer is responsible for any and all plumbing manifolds between and Underneath units as necessary water supply and waste. All fixtures are stubbed out below fixtures.

Customer is responsible for changing the HVAC filter at least every 30 days and will bear costs of repairs resulting from failure to change the filter or damages to the HVAC system resulting from extraordinary conditions.

The removal and installation of tires, axels or hitches to setup or teardown a trailer is not included in ModSpace's standard setup unless otherwise specified.

Installation charges based on level, flat compacted surface not to exceed 6" slope within 100' or additional charges may apply.

Additional charges will be billed in the event site is not ready or for any reason ModSpace is not allowed to do their scope of work upon arrival at site.

This Lease incorporates General Terms and Conditions, Form US20150216, a copy of which can be provided in full text or viewed electronically on ModSpace's website at <http://www.modspace.com/resources/document-library/> (Form US20150216). Those General Terms and Conditions include, but are not limited to, disclaimers of warranties of merchantability and fitness and limitation on damages. It is the Customer's responsibility to receive or obtain Form US20150216. Customer's direction to deliver the Equipment or commence performance, whether such direction is verbal or in written form, serves as Customer's acceptance of all such terms and conditions contained therein.

If Customer has previously executed a Master Agreement with ModSpace, those terms and conditions shall govern this transaction.

Signed by duly authorized agents, with the intent to be legally bound, this 26 day of 8, 2016.

By: [Signature]  
(Customer or authorized agent)

Name (Please print): Nelson M. Cayabyab

Accepted and delivered by: \_\_\_\_\_

Remarks: \_\_\_\_\_

Received and accepted by: \_\_\_\_\_

By: [Signature]  
(ModSpace authorized agent)

Name (please print): Juan Charez

Date: 6/2/16

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

Tax Exempt: Yes\_\_\_\_\_ or No\_\_\_\_\_

If Yes, Please issue the certificate to Modular Space Corporation and return with the signed offer or contract.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION ("LESSEE") AND RESUN CHIPPEWA, LLC (AS SUCCESSOR BY CONVERSION TO RESUN CHIPPEWA, INC.) (THE "LESSOR") HEREUNDER HAS BEEN PLEDGED TO, AND ARE SUBJECT TO THE SECURITY INTEREST OF (i) BANK OF AMERICA, N.A., AS FIRST LIEN AGENT, PURSUANT TO THAT CERTAIN THIRD AMENDED AND RESTATED SECURITY AGREEMENT, DATED AS OF JUNE 6, 2011, BETWEEN THE LESSEE AND BANK OF AMERICA, N.A., AS FIRST LIEN AGENT, AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME (THE "FIRST LIEN SECURITY AGREEMENT") AND (ii) WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SECOND LIEN AGENT, PURSUANT TO THAT CERTAIN SECOND LIEN SECURITY AGREEMENT, DATED AS OF FEBRUARY 25, 2014, AMONG THE LESSEE, CERTAIN OF ITS AFFILIATES AND WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SECOND LIEN AGENT, AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME (THE "SECOND LIEN SECURITY AGREEMENT", TOGETHER WITH THE FIRST LIEN SECURITY AGREEMENT, THE "SECURITY AGREEMENTS"). NEITHER THE LESSOR NOR THE LESSEE SHALL HAVE ANY RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE CREDIT AGREEMENT OR INDENTURE, AS APPLICABLE, REFERRED TO IN THE RESPECTIVE SECURITY AGREEMENT.



## TERMS AND CONDITIONS OF LEASE AGREEMENT

### 1. Lease

This transaction is a lease as defined by the Uniform Commercial Code and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment (individually, a "Unit"), except the right to possess and use the Equipment so long as Customer is not in default under this Lease. Customer acknowledges that the Equipment is personal property and shall not, at any time, constitute real property, an improvement thereon or a fixture.

### 2. Rent and Other Payments

(a) The Minimum Lease Term ("Term") begins on the date that ModSpace substantially completes its scope of work for installation ("Substantial Completion"). Monthly rent accrues through and including the later of the month in which the Term (as may have been renewed on a month-to-month basis or otherwise) expires or the Equipment is made available for removal and returned to ModSpace in accordance with the terms of this Lease. Teardown and return charges are due and payable at the expiration or earlier termination of the Term. All sums payable by Customer under this Lease, including rent, delivery, installation, Equipment modification and change orders, are due and payable in accordance without demand and are not subject to or contingent upon Customer's prior receipt of payment from its customer under any prime contract. This Lease Agreement is a net lease and Customer's obligation to pay rent under this Agreement shall be absolute and unconditional under all circumstances, notwithstanding: (i) any setoff, abatement, reduction, counterclaim, recoupment, defense or other right which Customer may have against ModSpace, its assignees, the manufacturer or seller of the Equipment, or any other person for any reason whatsoever; (ii) any defect in operation, or any damage to, or destruction of the Equipment; (iii) any interruption or cessation of use or possession of the real property or project site where the Equipment is or is to be installed; or (iv) any insolvency, bankruptcy, reorganization or similar proceedings instituted by or against Customer.

(b) Customer will pay or reimburse ModSpace for all sales, use taxes, personal property expenses, and other taxes, fees or assessments related directly or indirectly to the Equipment, its use or value, excluding taxes relating to income ("Taxes"). In the event a properly executed tax exemption certificate is presented to and approved by ModSpace, Customer will not be charged for sales and use taxes for which it is exempt, but will remain liable for personal property expenses and other taxes, fees or assessments related directly or indirectly to the Equipment, its use or value for which the exemption does not apply. If at any time the exemption claimed is deemed invalid, ModSpace shall invoice Customer for any tax not previously invoiced. Customer's obligations under this subsection will survive the termination of this Lease.

(c) Invoices issued by ModSpace are solely for Customer's convenience. Any amount not paid within twenty (20) days of the due date set forth on the invoice will be subject to a late charge of one and one-half percent (1-1/2%) per month (or the highest rate permitted by law), with a minimum charge of fifteen dollars (\$15.00) per month, until such invoice is paid in full.

(d) If applicable, Customer shall pay the amount specified on the first page hereof as a security deposit (the "Security Deposit"), to be held by ModSpace without liability to Customer for interest, as security for Customer's performance of the terms and conditions of this Agreement; and in furtherance thereof, Customer hereby grants to ModSpace a security interest in the cash from time to time comprising the Security Deposit and all proceeds thereof. In the event of Customer's default, ModSpace may apply the Security Deposit in payment of its cost, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify ModSpace against any damages sustained by ModSpace, provided however, nothing herein contained shall be construed to mean that the recovery of damages by ModSpace shall be limited to the amount of the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, upon demand Customer shall deposit additional amounts with ModSpace so that the Security Deposit shall always be maintained at its original amount.

### 3. Delivery, Installation and Return Delivery

(a) Customer will provide clear access for delivery and installation of the Equipment by standard mobile transport vehicles at the site on which the Equipment is to be used (the "Site"). Unless otherwise set forth in this Lease, Customer is solely responsible, at its cost, for Site preparation, including, without limitation, structural or grade alterations, snow and water removal, identification and relocation of utility lines. Customer will provide firm and level ground with no more than a six-inch slope, from one end to the other, for safe and unobstructed installation for the Equipment. Customer is solely responsible for Site selection and subsurface conditions, including environmental conditions. MODSPACE ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE SITE OR UTILITIES AVAILABLE AT THE SITE. Customer will schedule its operations at the Site so that the installation of the Equipment by ModSpace can be carried out in one continuous operation and in proper sequence. ModSpace operations will be subject to ModSpace safety guidelines and operating instructions. Unless otherwise agreed to in writing by ModSpace, for Site services including, but not limited to, Equipment anchoring, utility runs, footings, and foundations, the Customer will verify and demonstrate to ModSpace the presence or absence of any underground utilities in the designated building location via "mark-out" or other accepted means prior to ModSpace installation of the building. Should this physical verification and identification not be completed prior to delivery of the Equipment, ModSpace may choose to perform this verification at Customer's cost or reschedule its operation, as appropriate, at Customer's cost.

(b) Unless otherwise set forth in this Lease, Customer is solely responsible, at its cost, for obtaining all licenses, building and other permits, approvals and certificates as may be required for the installation of the Equipment and its lawful operation or occupancy. All certificates applicable to the Equipment will reflect ModSpace ownership thereof. Customer represents and warrants to ModSpace that, prior to delivery of the Equipment, Customer shall have obtained all necessary approvals and permits required for the installation of the Equipment at the Site.

(c) Substantial Completion and Equipment removal are subject to delay due to weather, fire, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond ModSpace's control (including but not limited to breaches by ModSpace subcontractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(d) Prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges, the Substantial Completion target date, the scheduled date for and completion of Equipment demobilization and return delivery assume accuracy of the information given to ModSpace with respect to Site conditions, are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, snow or water is not removed, utilities are not correctly located or properly disconnected, provision of utilities is not timely, applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of ModSpace's scope of work. In the event that any act or omission by Customer (including the failure of Customer to complete any work or obtain any permits for which it is responsible) or



## TERMS AND CONDITIONS OF LEASE AGREEMENT

Customer's failure to make the Site available and ready causes a delay in Substantial Completion or removal of the Equipment ("Customer Delay") or causes ModSpace to suspend, reschedule or duplicate its performance of work Customer will be liable for applicable charges and additional costs incurred by ModSpace to the extent caused by such delay. ModSpace may start the Term and commence billing prior to Substantial Completion in the event Customer Delay exceeds fourteen (14) days.

(e) ModSpace may suspend work at the Site if ModSpace deems the Site to be unsafe. If, in ModSpace's opinion, anchor straps are required for the safe installation of the Equipment, ModSpace may install anchor straps at an additional cost to Customer.

(f) ModSpace will not be obligated to modify the scope of work prior to execution of a mutually acceptable written change order.

(g) Customer will not interfere or allow others to interfere with the progress of ModSpace's work. Customer will not occupy or allow others to work on or in any portion of the Equipment prior to Substantial Completion without ModSpace's permission and Customer will be responsible for and indemnify and hold ModSpace harmless from and against any damage to the Equipment or other property, or injury or death arising in connection to such occupancy or work. No charge for labor or material furnished by Customer shall be allowed as a credit under this Lease.

### 4. Maintenance

(a) Customer will not move or in any way modify the Equipment without prior written consent from ModSpace. Notwithstanding any such consent, Customer is liable, upon termination of the Lease, for the cost of restoration of the Equipment to its original specification and building code compliance. ModSpace may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.

(b) This is an absolute net lease. Customer is solely responsible for routine maintenance including, but not limited to, janitorial services, changing of HVAC filters, light bulbs and ballasts, minor repairs of the Equipment and removal of snow from and about the Equipment. At its sole cost, Customer will keep the Equipment at all times, until removed from the Site, in good repair and operating condition, subject to ordinary wear and tear, free of any and all liens and encumbrances and will maintain Site grading to ensure proper water diversion from the Equipment. Customer is solely responsible for damage due to settling. ModSpace may inspect the Equipment at any time and, if ModSpace believes the Equipment to be misused, abused or neglected, ModSpace may, with written notice, summarily remove and repossess the Equipment at Customer's cost.

(c) Customer will perform, execute and comply with all Laws that in any way affect the use, operation, maintenance or storage of the Equipment. "Laws" means all laws, rules, regulations, orders, writs and decrees that now exist or hereafter arise (including without limitation the Americans with Disabilities Act).

(d) Customer will not use or store any hazardous, toxic, radioactive or bio-hazardous substances or petroleum products ("Hazardous Materials") in the Equipment, except for such household cleaning products in quantities as would be normal in the operation of a commercial office; locate the Equipment at a remediation, decontamination or nuclear site or adjacent to any site at which any biological, chemical or nuclear agent is believed to have been released; or use the Equipment as a medical laboratory or for Hazardous Materials testing or remediation. Ordinary wear and tear does not include contamination. ModSpace may, at Customer's sole cost, have the Equipment inspected for and decontaminated of Hazardous Materials. In addition to any other remedy available to ModSpace, in its sole discretion ModSpace may require Customer to purchase the contaminated Equipment at the stated Insurance Value absent contamination or at the full Replacement Cost at time of loss for identical new Equipment (whichever is greater), or convey to Customer title for any Equipment used in breach of this section and Customer hereby appoints ModSpace as attorney-in-fact for such purpose.

(e) Customer agrees that the Equipment leased hereunder will not be occupied by any person other than Customer or its agents, employees or invitees or used for residential or dormitory purposes.

### 5. Warranties

Excepting for the repair of structural or mechanical defects in the Equipment not caused or contributed to by Customer abuse, misuse, neglect, or excessive wear and tear, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.** ModSpace will have no liability for the repair of any defect or condition resulting from Customer's relocation of the Equipment, utility connections, alterations or use of the Equipment for a purpose for which it was not intended, vandalism. ModSpace will not be liable for loss of use of the Equipment or other damages arising from use of the Equipment.

(a) Damage or contamination of the Equipment due to water infiltration or exposure is not considered ordinary wear and tear. If any returned Equipment is found to be damaged or contaminated by water infiltration or exposure, ModSpace will charge the Customer for the remediation or require Customer to purchase the Equipment at the current market price charged for a similar undamaged Unit.

(b) The Equipment made part of this Lease is manufactured and coded for commercial use and occupancy only. MODSPACE MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, AND SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER, AS TO THE SUITABILITY, STRUCTURAL OR OTHERWISE, FOR THE USE OF THE EQUIPMENT.

### 6. Limitation of Damages

Customer and ModSpace do expressly waive against each other all claims and demands for loss of profits and other consequential, incidental or punitive damages arising in connection with this Lease. ModSpace is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment, and Customer does hereby waive any and all claims and demands for any such loss or damage.

### 7. Termination and Equipment Return

(a) Subsequent to the delivery of the Equipment, Customer has no right to terminate this Lease prior to the expiration of the Minimum Lease Term or any renewal or extension thereof. Acceptance of Equipment return before expiry of the Minimum Lease Term or any renewal or extension does not constitute a release of Customer's rental obligations. In the event of such termination, Customer must provide ModSpace ninety (90) days prior written notice of the date on which the Equipment is to be returned. Customer unconditionally agrees to pay a Lease cancellation charge equal to the remaining payments for the unfulfilled Minimum Lease Term, any applicable charges for services or modifications performed by ModSpace, any applicable charges related to Value Added Products including, but not limited to, steps, ramps, furniture, generators, holding tanks, third party storage, plus return delivery and tear down charges. In the event Customer terminates this Lease prior to the delivery of the Equipment, Customer further unconditionally agrees to pay cancellation charges in accordance with the following: (i) for in-fleet Equipment, a cancellation charge equal to three (3) months rent plus any applicable charges for modifications performed on the Equipment and other services completed by ModSpace, (ii) for new or custom built Equipment, a cancellation charge equal to all payments for the unfulfilled Minimum Lease Term plus any charges for services completed by ModSpace. All such charges will be billed on a lump sum basis unless other payment options are agreed to in writing by ModSpace.

(b) If Customer continues to possess or occupy the Equipment after the expiration of the initial Term or any Lease renewal term, with or without consent of ModSpace, Customer will be deemed to have renewed this Lease on a month-to-month basis at the then current ModSpace month-to-month Flex Rate and further subject to the terms and conditions hereof. Customer or ModSpace may terminate any such month-to-month renewal upon thirty (30) days written



## TERMS AND CONDITIONS OF LEASE AGREEMENT

notice. ModSpace may adjust teardown and return charges if any renewal or month-to-month term exceeds three (3) months.

(c) Prior to Equipment return, Customer will, at its sole cost, disconnect all utilities, disconnect and remove all appendices, remove all personal property, prepare the Site for unobstructed access to and removal of the Equipment by standard mobile transport, and vacate the Equipment. ModSpace will not be liable for any personal property left in or on the Equipment, and such property shall be deemed abandoned. Any accessories and additions to the Equipment shall, at ModSpace's option, be deemed property of ModSpace upon Equipment return.

(d) At its sole cost, Customer will provide clear access to the Equipment for teardown and removal by standard mobile transport vehicles upon the expiration or termination of the Term or, if ModSpace elects to terminate a month-to-month renewal, upon fifteen (15) days prior notice, and Customer irrevocably grants ModSpace authority to enter the Site for such purpose. The Equipment shall be returned to ModSpace broom clean and in the same condition as delivered, ordinary wear and tear excepted. Customer will pay ModSpace for all missing or damaged tires, axles and hitches. The Equipment will be deemed returned to ModSpace upon removal from the Site. Termination of this Lease will become effective only when the Equipment has been returned to ModSpace in accordance with this Lease and Customer has paid to ModSpace all rent and other charges.

### 8. Indemnification

Except to the extent of the negligence or willful misconduct of ModSpace, its employees, subcontractors and agents, Customer shall indemnify, defend and hold harmless ModSpace, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that may arise from or in connection with any of the following:

- (a) The loss of or damage to the Equipment following delivery and prior to removal from the Site by ModSpace due to any and all perils or casualty including, without limitation, flood and earthquake;
- (b) The death of or injury to any person or damage to the property of any person as a result of, in whole or in part, the use or condition of the Equipment following delivery and prior to removal from the Site by ModSpace;
- (c) Any act or omission of Customer in violation of this Lease;
- (d) The use or possession of the Equipment following delivery and prior to removal from the Site by ModSpace; and
- (e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the Equipment following delivery and prior to removal from the Site by ModSpace.

The obligations contained in this Section 8 will survive expiration or termination of this Lease and removal from the Site by ModSpace.

### 9. Insurance

(a) At its sole expense, Customer will procure and keep in full force and effect, from the initial delivery date until the removal of all Equipment the following policies of insurance satisfactory to ModSpace as to the insurer and as to the form and amount of coverage, with premiums prepaid: (i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, written on an Occurrence Form, including coverage for premises, operations, contractual liability, broad form property damage and independent contractors, naming Modular Space Corporation as an additional insured, (ii) Commercial Property Insurance protecting against all loss and damages, at the full Insurance Value, as stated on the front of the Lease, sustained or suffered due to the loss of or damage to the Equipment as a result of any peril or casualty, including flood, naming Modular Space Corporation and Bank of America, NA as a loss payee. In the event the Equipment is new or custom built to Customer's specifications, the Commercial Property Insurance shall cover all loss and damages at the full Replacement Cost at time of loss for identical new Equipment. Customer may self-insure the obligations contained herein with ModSpace Risk Department approval.

(b) Customer will deliver certificates evidencing all such insurance to ModSpace prior to delivery of the Equipment except to the extent not required pursuant to Section 10 below. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to ModSpace.

(c) Obtaining insurance as described herein, including Section 10 below, will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that ModSpace is actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease. Until the Equipment is removed from the Site, Customer assumes all risk of loss or damage to the Equipment and agrees to indemnify and hold ModSpace harmless from any loss resulting from theft, destruction or damage to the Equipment.

(d) For Special Event transactions, the insurance limits required in Section 9(a) are to be adjusted to reflect a minimum combined single limit of \$5,000,000 per occurrence and \$10,000,000 annual aggregate.

(e) Upon request, ModSpace will furnish its standard insurance certificate evidencing Workman's Compensation, General Liability and Auto Liability, each to be effective for ModSpace's performance of delivery, installation, removal and maintenance work on the Site. ModSpace's insurance will be primary with respect to its scope of work only. Waivers of subrogation and policy endorsements will not be provided.

### 10. Optional Insurance and Damage Waiver

(a) Customer may choose to (i) enroll in an Optional Insurance Program to cover general liability risks (the "Optional General Liability Insurance Program") to satisfy its obligations in Section 9(a)(i) and/or (ii) accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option Program") to satisfy its obligations in Section 9(a)(ii). In addition, Customer will be enrolled automatically in the Damage Waiver Option Program if it fails to deliver certificates of insurance required by Section 9 above within 30 days after execution of this Lease or during the term of the lease within 30 days after the expiration of a pre-existing certificate.

(b) The Optional General Liability Insurance Program is provided through an independent insurance carrier and is subject to the terms and conditions (including cancellation provisions) of that policy, which is not underwritten by ModSpace. The Optional Insurance Program is not offered in all geographic areas, at all times during the year or for Special Event transactions. Additional information may be found at [www.modspace.com](http://www.modspace.com) or from an authorized ModSpace representative.

(c) The Damage Waiver Option Program is subject to additional terms and conditions, a copy of which may be found at [www.modspace.com](http://www.modspace.com) or from an authorized ModSpace representative. The Damage Waiver Option Program may be cancelled by the Customer at any time by delivering evidence of policies of insurance as set forth in Sections 9(a)(i) or 9(a)(ii), as appropriate, within ten (10) days prior to the effective date of such cancellation. THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE.

(d) The coverage provided under the Optional General Liability Insurance Program and limitation of liability under the Damage Waiver Option Program does not extend to Equipment transportation, installation, removal services or Equipment contents and extends only to Equipment installed on ground level.

### 11. Default





## TERMS AND CONDITIONS OF LEASE AGREEMENT

The occurrence of any of the following constitutes an Event of Default:

- (a) Customer fails to pay when due any rent or fails to perform its obligations under Section 9 hereof;
- (b) Customer fails to pay when due any other amount due or perform or observe any other term or condition hereunder and such failure remains uncured more than ten (10) days after delivery of written notice;
- (c) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") becomes insolvent, becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, makes an assignment for the benefit of creditors, becomes subject to a receiver, admits its inability to pay its debts as they become due or enters into any type of liquidation or dissolution;
- (d) Customer, any Control Person or any Guarantor defaults under any other agreement with ModSpace or any affiliate of ModSpace; and
- (e) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of ModSpace becomes worthless.

Upon an Event of Default, ModSpace may withhold delivery or declare the entire rent for the remainder of the Term (as may have been renewed or extended) and teardown and return costs immediately due and payable and accelerate and make immediately due and payable any other amounts owing under this Lease. ModSpace may also retake and retain any of the Equipment free of all rights of Customer without any further liability or obligation to redeliver to Customer, and Customer hereby grants ModSpace the right to enter upon any premises where the Equipment is located in order to remove the same. If an Event of Default occurs under Section 11(c), such accelerations will occur automatically without the need for declaration. Customer will pay to ModSpace on demand all costs incurred by ModSpace in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees. The remedies provided in favor of ModSpace will be cumulative and in addition to all other remedies provided in this Lease or existing at law or in equity. No action taken by ModSpace hereunder will release Customer from any of its obligations under this Lease.

If ModSpace retakes possession of the Equipment or any part of the Equipment and there is in, upon or attached to such repossessed Equipment any other property owned by Customer or in the custody of Customer, ModSpace may dispose or take possession thereof and hold the same for Customer, at Customer's sole cost.

**12. ModSpace Right to Cure**

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, ModSpace may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid and the reasonable value of all services so performed.

**13. Notices**

Any notice or demand under this Agreement shall be valid only if in writing and shall be deemed effective three (3) days following mailing if mailed by US certified mail, or upon receipt if given in any other manner, addressed to the attention of ModSpace at the branch location set forth on the face page hereof, and to Customer at the address set forth thereon, or at such other address as either may designate in writing.

**14. Miscellaneous**

- (a) Customer may not assign this Lease or sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity without the prior written consent of ModSpace. ModSpace may assign this Lease and the rentals reserved under this Lease. If ModSpace makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to ModSpace under this Lease. ModSpace may subcontract any or all of its obligations under this Lease in the ordinary course of business.
- (b) In the event the face page of the Lease omits specific Unit identification, the Equipment subject to this Lease will be the Equipment identified on the delivery receipt or, in the absence thereof, in fact delivered to the Site or identified on the invoice.
- (c) If this Lease is executed in connection with a federal government transaction, the only prime contract flow down provisions applicable to this Lease and associated site services are those set forth in FAR 52.244-6 (2/2009).

IN WITNESS WHEREOF, the parties hereto have the authority and duly executed this Lease Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LESSOR: MODULAR SPACE CORPORATION

LESSEE: \_\_\_\_\_

By: 

Print Name: Nelson M. Cayabyab

Title: Chief Facilities Officer

E-MAIL ADDRESS: Cayabyab.nelson@psd.us

JURISDICTION OF ORGANIZATION: Pasadena Unified School District

ORGANIZATIONAL NUMBER OR TAX IDENTIFICATION NUMBER: \_\_\_\_\_



### Contractual Insurance Requirements for Mobile and Modular Buildings (US ONLY)

Per Section 9(a) of the Modular Space Corporation lease agreement, you must provide insurance for all units leased from Modular Space Corporation with the following coverage:

1. **Commercial General Liability Insurance** with a minimum combined single limit of \$1,000,000 per occurrence, written in an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming Modular Space Corporation as an additional insured.
2. **Commercial Property Insurance** protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightening, theft, flood, windstorm, explosion or any other casualty, naming Modular Space Corporation and Bank of America, N.A. as a loss payees.
3. **A Blanket Certificate** (covering all leased equipment) is strongly recommended.

Please indicate how you will be meeting the Modular Space Corporation lease requirements and send back with lease documents:

#### OPTION 1 - select one or both of the ModSpace's convenient and cost-effective programs:

<input type="checkbox"/> <b>Commercial General Liability Program</b> This program satisfies the lease requirement for Commercial General Liability Insurance.  Under this program, you receive insurance coverage offered by Philadelphia Indemnity Insurance Company and administered by Thomas Rutherford, Inc. The insurer will defend you and pay those amounts that you are legally obligated to pay due to bodily injury and property damage arising from the proper use and occupancy of a modular unit leased from Modular Space Corporation up to the policy limits. Steps, stairs, and ramps are also covered when they are used in connection with a modular unit leased from Modular Space Corporation. An outline of cover is available upon request. Coverage is subject to underwriting and specific terms and conditions set forth in your policy.	<input type="checkbox"/> <b>Damage Waiver Program</b> This program satisfies the lease requirements for Commercial Property Insurance.  With this program we waive, for a fee, (a) your obligation under the Lease agreement to carry Commercial Property Insurance and (b) you liability to us for repair or replacement of the building structure for loss or damage as specified in Section 9(a)(ii) of the Lease Agreement. The waiver is effective only if the Lessee does not violate any other provision of the Lease Agreement. You will remain liable to us for the first \$1000 of damage per unit per occurrence. This waiver does not cover unit contents not owned by ModSpace, damage due to collision, vandalism or "Act of God". <b>This waiver is not insurance coverage.</b>
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#### OPTION 2 - I will be providing my own insurance for the leased units:

☐ I (the lessee) have insurance in accordance with Section 9 of the lease agreement with respect to all requirements except as elected in Option 1 above. I will deliver a certificate of insurance no later than 14 days after equipment delivery as required by Section 9(b) of the lease agreement. "Modular Space Corporation, 1200 Swedesford Road, Berwyn, PA 19312" must be listed as "Additional Insured" & "Loss Payee" and to include full replacement cost with \$1,000,000 minimum Liability coverage. If I fail to deliver the insurance certificate within the 14 days I understand that all Modular Space Corporation has the right to impose an insurance processing fee as well as an

Agency Name: _____	Agency Name: _____
Agency Address: _____	Agency Phone#: _____
	Agency Fax#: _____

X Signature of Lessee

Print Name

Date

#### TO BE FILLED OUT BY MODSPACE BRANCH PERSONNEL:

Customer Account Name: _____	Customer Number: _____
Lease Agreement Number: _____	Unit Number (s): _____
Manufacturer: _____	Unit(s) Serial Number: _____
Equipment Value: _____	Model Year: _____

IF OPTION 2 is selected please fax form to 888-204-0015 or email [modelfaxinsurance@modspace.com](mailto:modelfaxinsurance@modspace.com)

Corporate Headquarters - 1200 Swedesford Road, Berwyn, PA 19312 [www.modspace.com](http://www.modspace.com)





**REPRESENTATION OF  
CITIZENS' OVERSIGHT COMMITTEE (COC)  
ON PUSD SCHOOL SITE COUNCILS**



Data as of 9/12/16

List Maintenance by Q. Hocutt at qih001@earthlink.net

						School Site Council Meeting			
SCHOOL	Type	SCHOOL ADDRESS	PRINCIPAL	Office Manager	COC Member	Site Council Chair	Date	Time	Location
<b>Altadena</b>	Elementary K - 5	743 E. Calaveras Street Altadena 91001 626-396-5650	Ana Maria (Ria) Apodaca apodoca.ana@pusd.us	Maria Luna- Fernandez, x14096	No Bond Construction Activity at this Time		Second Tuesday of each month	2:45	Penn State Room B101
<b>Cleveland</b>	Elementary K - 5	524 Palisade Street Pasadena, 91103 626-396-5670	Debra Lucas lucas.debra@pusd.us	Yolanda Robledo, x12096	No Bond Construction Activity at this Time			3:30	School Library
<b>Don Benito</b>	Elementary K - 5	3700 Denair Street Pasadena, 91107 626-396-5870	Dr. Linda Chang chang.linda@pusd.us	Victoria Cerda x61094	Pam Boxley			3:30	Science Room # 20
<b>Field</b>	Elementary K - 5	3600 Sierra Madre Blvd. Pasadena 91107 626-396-5860	Daniel Bagby bagby.daniel@pusd.us	Vacant x18001	Glenn DeVeer		Second Tuesday of each month	3:30	Room A10
<b>Franklin</b>	Elementary K - 5	527 W. Ventura Street Altadena 91001 626-396-5640	Dr. Merian Stewart stewart.meriani@pusd.us	Susana Cardona x20001	No Bond Construction Activity at this Time				
<b>Hamilton</b>	Elementary K - 5	2089 Rose Villa Street Pasadena 91107 626-396-5730	Frances Weissenberger weissenberger.france@pusd.us	Barbara Kolb x26094	No Bond Construction Activity at this Time			7:45 AM	Multi- purpose room
<b>Jackson</b>	Elementary K - 5	593 W. Woodbury Rd. Altadena 91001 626-396-5700 x28000	Rita Exposito exposito.rita@pusd.us	Vacant x28094	Mikala Rahn				School Library
<b>Jefferson</b>	Elementary K - 5	1500 E. Villa Street Pasadena 91106 626-396-5710 x30000	Amin C. Oria aria.amin@pusd.us	Ana Carias x30094	Steven Cole			2:35	Room 23, Main bldg.
<b>Longfellow</b>	Elementary K - 5	1065 E. Washington Blvd. Pasadena 91104 626-396-5720 x3800	Erica Ingber ingber.eric@pusd.us	Yvette Montoya x38001	Willie Ordonez		5/25/2016	4:00	Room 115
<b>Madison</b>	Elementary K - 5	515 Astabula Street Pasadena 91104 626-396-5780 x40000	Juan Ruelas ruelas.juan@pusd.us	Emily Perez x40094	Mikala Rahn			2:30	pending
<b>McKinley</b>	Elementary K - 5	325 S. Oak Knoll Avenue Pasadena 91101 626-396-5630 x73000	Dr. Charles Heaton heaton.charles@pusd.us	Vacant x73096	Geoffrey Commons			3:30	School Library
<b>Norma Coombs</b>	Elementary K - 5	2600 Paloma Street Pasadena 91107 626-396-5660 x60000	Dr. Jennifer Smith smithjackson.jenniife@pusd.us	Alice Garcia x60001	Joelle Morisseau-Phillips		3rd Thursday of each month	3:30	
<b>Roosevelt (K - 12)</b>	Elementary K - 5	315 N. Pasadena Ave. Pasadena 91103 626-396-5770 x46000	Dr. Merle Bugarin bugarin.merle@pusd.us	Vacant x46094	Diana Verdugo				
<b>San Rafael</b>	Elementary K - 5	1090 Nithsdale Road Pasadena 91105 626-396-5790 x48000	Rodolfo Ramirez, Jr. ramirez.rodolfo@pusd.us	Isabel Gusman x48094	Chris Romero		3rd Tuesday of each month	2:30	Bungalow # 1 (Art Studio)
<b>Sierra Madre</b>	Elementary K - 5	141 W. Highland Sierra Madre 91024 626-396-5890 x50000	Lindsay Lewis lewis.lindsay@pusd.us	Pat Vidimos x50094	Pam Boxley			4:00	Room 124
<b>Washington</b>	Elementary K - 5	1520 N. Raymond Avenue Pasadena 91103 626-396-5840 x75000	Karrone Meeks meeks.karrone@pusd.us	Janay Carver x75094	Derek Walker		3rd Tuesday of each month	2:30	
<b>Webster</b>	Elementary K - 5	2101 E. Washington Blvd. Pasadena 91104 626-396-5740 x56000	Dr. Jeffrey Bauer bauer.jeffrey@pusd.us	Jennifer Delgadillo x56094	Willie Ordonez		1st Wednesday of each month	2:30	Parent Resource Room
<b>Willard</b>	Elementary K - 5	301 S. Madre Street Pasadena 91107 626-396-5690 x58000	Angela Baxter baxter.angela@pusd.us	Dona Gonzales x58094	No Bond Construction Activity at this Time		1st Thursday of each month	3:00	School Library



**REPRESENTATION OF  
CITIZENS' OVERSIGHT COMMITTEE (COC)  
ON PUSD SCHOOL SITE COUNCILS**



Data as of 9/12/16

List Maintenance by Q. Hocutt at qih001@earthlink.net

						School Site Council Meeting			
SCHOOL	Type	SCHOOL ADDRESS	PRINCIPAL	Office Manager	COC Member	Site Council Chair	Date	Time	Location
<b>Eliot</b>	Middle School 6 - 8	2184 N. Lake Avenue Altadena 91001 626-396-5680 x70000	Lori Touloumian touloumian.lori@pusd.us	Sydney Minckler, AP x70098 Vacant x70097	<b>Willie Ordonez</b>			2:45	Principal's Conference Room
<b>McKinley</b>	Middle School 6 - 8	325 South Oak Knoll Avenue Pasadena 91101 626-396-5630 x73000	Dr. Charles Heaton heaton.charles@pusd.us	Vacant x73096 Adam Barrios, AP x73098	<b>Geoffrey Commons</b>			3:30	School Library
<b>Sierra Madre</b>	Middle School 6 - 8	160 N. Canon Avenue Sierra Madre 91024 626-396-5910 x51000	Garret Newsom newsom.garrett@pusd.us	Diane Doperoy x51094	<b>Gretchen Vance</b>			6:00	Multi- Purpose Room
<b>Washington</b>	Middle School 6 - 8	1505 N. Marengo Avenue Pasadena 91103 626-396-5830 x76000	Shannon Malone Malone.shannon@pusd.us	Cynthia Bolton, AP x76098 Sherri Bosley x76001	<b>Dianna Verdugo</b>		2nd Tuesday of each month	2:30	Principal's Conference Room
<b>Wilson</b>	Middle School 6 - 8	300 S. Madre Street Pasadena 91107 626-396-5800 x78000	Sarah Rudchenko rudchenko.sarah@pusd.us	Charlene Tucker, AP x78098 Elaine Gomez x78094	<b>Chris Romero</b>		2nd Wednesday of each month	3:30	Room 107
<b>Blair I.B. (6 - 12)</b>	High School 16-12	1201 S. Marengo Avenue Pasadena, CA 91106 626-396-5820 x80000	David Ibarra ibarra.david@pusd.us	Maricella Brambila, AP x80097 Steve Gustin, AP x80098 Michelle Bailey x80094	<b>Steven Cole</b>		1st Thursday of each month	3:30	Family Resource Center Rm 1135 (middle school)
<b>Marshall (6 - 12)</b>	High School 16-12	990 N. Allen Avenue Pasadena 91104 626-396-5810 x64000	Dr. Mark S. Anderson anderson.mark@pusd.us	Sandra Rizzo, AP x64092 Vacant x64094 Benita Scheckel AP x64098 Sandra Rizzo, AP x64096	<b>Julie Root</b>			4:00	Parent Resource Room
<b>Muir High</b>	High School 9 - 12	1905 N. Lincoln Avenue Pasadena 91103 626-396-5600	Timothy Sippel sippel.timothy@pusd.us	Gloria Rodriguez, AP x82096 Ninfa Mahabir x82098 Brian James, AP x82097	<b>Quincy Hocutt</b>		1st Wednesday of each month	3:30	Room A110
<b>Pasadena High</b>	High School 9 - 12	2925 E. Sierra Madre Blvd. Pasadena, CA 91107 626-396-5880 x84000	Roberto Hernandez hernandez.roberto@pusd.us	Raymond Cross, AP x84084 Maria C. Flores x84094 Dr. Paula Chamberlain, AP x84098 Bonnie Brimecombe, AP	<b>Jen Wang</b>		5/18/2016	3:30	Room D101
<b>Rose City High</b>	High School 9 - 12	351 S. Hudson Avenue Pasadena 91109 626-396-5620 x86000	Jack Loos loos.jack@pusd.us	Brian Stanley, AP x86233 Bertha Benitez x86001	<b>Mikala Rahn</b>		5/16/2016	7:45 AM	Room 2

## Letter of Proposed Agreement:

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**Historical Architectural Services for Research and Creation of a Historic Assessment Survey Report/ Memorandum for the Record:  
Assessment and evaluation of the Linda Vista School property.**

31 August 2016

Mr. Nelson Cayabyab  
Pasadena Unified School District

By email: [cayabyab.nelson@pusd.us](mailto:cayabyab.nelson@pusd.us) ; to be forwarded as required

**Project: Proposed research and creation of a Historic Assessment Report / Memorandum for the Record of the Linda Vista School, Pasadena Unified School District.**

**Subject:** Proposal letter for generating a Historic Assessment Report, archival research and historical architectural conditions investigation / Rehabilitation- Restoration design consultation.

Dear Mr. Cayabyab:

As you have requested we are honored to be of assistance to provide professional services in the research and historical evaluation of this locally significant school property. The intent will be to provide background research, create a Historical Assessment Report, and to provide recommendations for an optimal rehabilitation design scheme for the proposed work. Existing conditions will be studied at the site, as will the varied stylistic and material conditions of the existing structure's exterior façade for a rehabilitation design to be considered consistent with the Secretary of the Interior's Standards. As such, the proposed project work would be considered compliant with CEQA.

We propose to provide a summary review of any previously generated assessment reports and research related to the property, and concluding recommendations for a detailed design approach. All of the proposed construction will be recommended to be in conformance with the Secretary of the Interior's Standards for Rehabilitation criteria. Recommendations for proposed work may include modifications of some later, "non-contributing" alterations in order to provide an appearance that is appropriate and conforming to the original façade structure and "character-defining" features.

We understand the project schedule for this Assessment work is to commence beginning in October or November 2016, and to be completed by end of February 2017.

Letter of proposal/ Historical Architectural Services:  
Historic Assessment Survey Report for the Pasadena Unified School District  
Assessment and evaluation of the Linda Vista School property.

/31 August 2016/    Page 2/5

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Following is our summary understanding of the scope of work you wish us to provide.

## **PROPOSED SCOPE TASK DESCRIPTIONS**

### **Task 1: Archival Research.**

- **GTL | MHA** will investigate the existing site and physical structure properties, and confirm existing conditions of the building structure, specifically the exterior façade.
- **GTL | MHA** will provide archival research to review previous historical documentation of the structure, and to conduct on-site research of the original and subsequent interior features and exterior façade elevation and details.
- **GTL | MHA** will provide a summary research document for use by the client and project team for development and marketing purposes.

### **Task 2: Consultation reviews with city review agencies:**

- **GTL | MHA** will meet with the PUSD client/stakeholder groups and review with the City of Pasadena Planning and Community Development Department for confirmation of our findings and acceptable project approaches. These reviews will include a site visit and meeting with the City of Pasadena Design and Historic Preservation and/or Arts and Culture Commissions.

### **Task 3: Assessment Report and Historical Design Consult:**

- **GTL | MHA** will author and provide an initial draft Historical Assessment Report of the school site and structures. This report will contain a brief summary of the history of the site, evaluate existing conditions, and outline recommendations for future necessary work. This document will have a historical-architectural focus of construction and material integrity evaluations, and is perceived as an initial outline for presentation to the necessary stakeholders.
- **GTL | MHA** will provide a list of recommendations for design features considered to be “character defining,” and evaluations of later work at interior and exterior façades where compromises to original character or material integrity may be found.
- **GTL | MHA** will develop a recommended rehabilitation/reconstruction approach of the Linda Vista Elementary School and site, including existing and possible restoration of potential historical elements. This will include recommended construction development of potential necessities for material conservation and stabilization work. These may include rehabilitation of historical elements with original detailing characteristics, reconstruction of missing or removed features, and a recommended design approach for later contributing and non-contributing features.
- **GTL | MHA** will generate a summary Historical Assessment Report following client

Letter of proposal/ Historical Architectural Services:  
Historic Assessment Survey Report for the Pasadena Unified School District  
Assessment and evaluation of the Linda Vista School property.

/31 August 2016/ Page 3/5

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and stakeholder review that outlines the historical conditions and development of the site, present existing conditions, and recommendations for potential future rehabilitation construction. This document will incorporate a summation of the previous documentation and assessments of the structure.

#### **Task 4: Construction Phase Historical Design Consult:**

- **GTL | MHA** will assist the project team as a consultant for the future phases of rehabilitation/reconstruction projects at the site.

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### **PROPOSED SCHEDULE AND FEES**

It is understood from our questions that an ambitious project schedule to enable expeditious completion of this Assessment Report deliverable is required for the successful production of the Tasks listed herein. An expedited approach will be required.

I look forward greatly to assisting you and the Pasadena USD organization in the successful completion of these tasks.

#### **Task 1: Archival Research.**

Substantial completion of this task for your review is expected to be within three weeks, and will commence upon receipt of a signed authorization to proceed.

A stipulated not-to-exceed fee of \$6,800 is proposed for the research, review and documentation tasks. This is figured as a not-to-exceed fee tracked as an estimated 40 hours.

#### **Task 2: Consultation reviews with city review agencies:**

Substantial completion of this task is expected to be within one week, and will commence upon receipt of a signed authorization to proceed. Timing of this Task will be collocated within Task 1, for a meeting at the site, and within Task 3 includes attendance and speaking in support of the project with the Cultural Heritage Board's review.

A stipulated not-to-exceed fee of \$2,550 is proposed. This is figured as a not-to-exceed fee tracked as an estimated 15 hours, figuring an initial three meetings with City review agencies. Additional meetings will be tracked hourly.

#### **Task 3: Assessment Report and Historical Design Consult:**

Substantial completion of this task is expected to be within ten weeks of receipt of a signed authorization to proceed.

A stipulated not-to-exceed fee of \$13,600 is proposed for the research, review and documentation tasks. This is figured as a not-to-exceed fee tracked as an estimated 120 hours

Letter of proposal/ Historical Architectural Services:  
Historic Assessment Survey Report for the Pasadena Unified School District  
Assessment and evaluation of the Linda Vista School property.

/31 August 2016/ Page 4/5

#### **Task 4: Construction Phase Historical Design Consult:**

Performance dates and time completion of this task will be defined as the project construction schedule and conservation design needs of the façade stabilization are defined.

Status of work progress will be reviewed weekly as requested. When 90% of the stipulated fee and hour estimate is reached, review of the status of work and required extensions will be held. An invoice will be generated at the end of each month listing tasks and services rendered, by date any requested additional services tasks performed with associated hours, and any reimbursable expenses.

This fee is based on the work and deliverables as have been discussed, and as summarized in the Task Descriptions. Should the defined tasks exceed those noted in the Task Description; a written request will be forwarded for formal signed authorization of specifically described additional services. Proposals for additional services work requested will be stipulated amounts referencing specific tasks. An hourly rate of \$170/hour will be applied to all additional work requested. A retainer fee of 75% of the Task 1 fee is requested at the project commencement.

This Agreement may be terminated by either party with at least two weeks written notice, should the other party fail substantially to perform in accordance with the terms and scope as indicated through no fault of the party initiating the termination. Unless the termination is the fault of the Consultant, the Consultant shall be compensated as noted in the Agreement for all services performed prior to receipt of written notice of termination.

Printing costs and documented miscellaneous reimbursable expenses will be invoiced at cost. Not included in this Proposal are:

- Structural engineering services, design and calculations for evaluations of existing conditions, proposed improvements, and potential seismic upgrades.
- Hazardous materials investigation, documentation and mitigation.
- Title 24 analysis as may be required by Code.
- Consulting engineering evaluations of mechanical/ electrical/ plumbing/ telecommunications infrastructures.
- Survey plans and civil engineering services.
- Interior design and furniture/fixture/equipment evaluations.
- Any permit or application fees.
- Conservator services for material repair.
- GTL|HA design/build decorative finishes restoration and repair services.
- Project- related automobile travel expenses from Los Angeles to the project site, to be invoiced at the present Federal mileage rate.

Letter of proposal/ Historical Architectural Services:  
Historic Assessment Survey Report for the Pasadena Unified School District  
Assessment and evaluation of the Linda Vista School property.

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Please advise if you have any questions or clarifications about this proposal or scope description. Should you wish to proceed, please indicate by providing a signature on this letter of proposal, or by forwarding a separate authorizing letter.

GTL | MHA looks forward to assisting you and the project team in the process of collaboratively creating an Historical Assessment Report that will be successfully reviewed by City agencies, and one that produces an excellent result for this interesting and challenging preservation design project. This should be a collaborative process with a satisfying end result for all.

Sincerely,  
(signed)

George Taylor Loudon AIA,  
Modern Historical Architecture

**HISTORICALARCHITECT .COM**

SUBMITTED BY

AUTHORIZATION IS GIVEN BY:

\_\_\_\_\_  
(Signature on original hard copy)

George Taylor Loudon AIA, principal

(Date)\_\_\_\_\_

\_\_\_\_\_  
(Authorizing signatory name)

(Date)\_\_\_\_\_

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End of historical assessment and rehabilitation design proposal

**George Taylor Loudon AIA**  
Modern Historical Architecture Preservation

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## Letter of Proposed Agreement:

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**Historical Architectural Services for Research and Creation of a Historic Assessment Survey Report/ Memorandum for the Record:  
Assessment and evaluation of the San Rafael School property.**

31 August 2016

Mr. Nelson Cayabyab  
Pasadena Unified School District

By email: [cayabyab.nelson@pusd.us](mailto:cayabyab.nelson@pusd.us) ; to be forwarded as required

**Project: Proposed research and creation of a Historic Assessment Report / Memorandum for the Record of the San Rafael School, Pasadena Unified School District.**

**Subject:** Proposal letter for generating a Historic Assessment Report, archival research and historical architectural conditions investigation / Rehabilitation- Restoration design consultation.

Dear Mr. Cayabyab:

As you have requested we are honored to be of assistance to provide professional services in the research and historical evaluation of this locally significant school property. The intent will be to provide background research, create a Historical Assessment Report, and to provide recommendations for an optimal rehabilitation design scheme for the proposed work. Existing conditions will be studied at the site, as will the varied stylistic and material conditions of the existing structure's exterior façade for a rehabilitation design to be considered consistent with the Secretary of the Interior's Standards. As such, the proposed project work would be considered compliant with CEQA.

We propose to provide a summary review of any previously generated assessment reports and research related to the property, and concluding recommendations for a detailed design approach. All of the proposed construction will be recommended to be in conformance with the Secretary of the Interior's Standards for Rehabilitation criteria. Recommendations for proposed work may include modifications of some later, "non-contributing" alterations in order to provide an appearance that is appropriate and conforming to the original façade structure and "character-defining" features.

We understand the project schedule for this Assessment work is to commence beginning in October or November 2016, and to be completed by end of February 2017.



Letter of proposal/ Historical Architectural Services:  
Historic Assessment Survey Report for the Pasadena Unified School District  
Assessment and evaluation of the San Rafael School property.

/31 August 2016/ Page 2/5

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Following is our summary understanding of the scope of work you wish us to provide.

## **PROPOSED SCOPE TASK DESCRIPTIONS**

### **Task 1: Archival Research.**

- **GTL | MHA** will investigate the existing site and physical structure properties, and confirm existing conditions of the building structure, specifically the exterior façade.
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### **Task 2: Consultation reviews with city review agencies:**

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- **GTL | MHA** will generate a summary Historical Assessment Report following client and stakeholder review that outlines the historical conditions and development of the

Letter of proposal/ Historical Architectural Services:  
Historic Assessment Survey Report for the Pasadena Unified School District  
Assessment and evaluation of the San Rafael School property.

/31 August 2016/ Page 3/5

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site, present existing conditions, and recommendations for potential future rehabilitation construction. This document will incorporate a summation of the previous documentation and assessments of the structure.

#### **Task 4: Construction Phase Historical Design Consult:**

- **GTL | MHA** will assist the project team as a consultant for the future phases of rehabilitation/reconstruction projects at the site.

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Letter of proposal/ Historical Architectural Services:  
Historic Assessment Survey Report for the Pasadena Unified School District  
Assessment and evaluation of the San Rafael School property.

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Letter of proposal/ Historical Architectural Services:  
Historic Assessment Survey Report for the Pasadena Unified School District  
Assessment and evaluation of the San Rafael School property.

/31 August 2016/ Page 5/5

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Sincerely,  
(signed)

George Taylor Loudon AIA,  
Modern Historical Architecture  
HISTORICALARCHITECT.COM

SUBMITTED BY

AUTHORIZATION IS GIVEN BY:

\_\_\_\_\_  
(Signature on original hard copy)  
George Taylor Loudon AIA, principal  
(Date)\_\_\_\_\_

\_\_\_\_\_  
(Authorizing signatory name)  
(Date)\_\_\_\_\_

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End of historical assessment and rehabilitation design proposal

**George Taylor Loudon AIA**  
Modern Historical Architecture Preservation  
Architecture Preservation

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