



CITIZENS' OVERSIGHT COMMITTEE MEETING

NOTICE AND AGENDA

AMENDED

SEPTEMBER 21, 2022

6:30 PM – 8:30 PM

HYBRID

IN PERSON: 351 S. HUDSON AVENUE, ROOM 236, PASADENA, CA 91106

OR

VIRTUALLY: [Join Webex meeting](#)

ID: 26234455973 Password: Y2fyqn7DkY2

OR

BY PHONE: [\(US\) +1 415-655-0001 \(toll\)](#)

Access code: 2623 445 5973

OR

26234455973@pusd.webex.com

- I. Call to Order**
- II. Resolution 09-21-22**
- III. Public Comment**
- IV. Approval of the August 2022 Meeting Minutes (John Robinson)**
- V. Review of Measure TT and Measure O related Board Reports**
 - BR 1569-F – Turnkey Design and Construction Energy Services – Schneider Electric Buildings Americas Agreement
 - BR 1570-F – RC1235_22_23 Apple Purchase Agreement for Staff Device Refresh
 - BR 1571-F – RC1234_22_23 Dell Purchase Agreement for Staff Device Refresh
 - BR 1572-F – Amendment to Ratification (1Yr. Extension) – Kanavel Group
 - BR 1573-F – Field Elementary Fencing and Curb Appeal Landscape Project
 - BR 1575-F – Marshall Fundamental Softball Field
 - BR 1576-F – PHS Campus Identity Modernization Project
- VI. Board of Education COC Liaison Report**

VII. Facilities Reports

- **Dr. Leslie Barnes, Chief Finance and Operations Officer**
 - School Specific Master Plan Update
 - ITS Presentation – Surveillance Cameras (15 mins.)

- **Consolidated Budget Status by Funds**
 - MTT Projects
 - Measure O Projects
 - AccountAbility Drill Down Report
 - Construction Status Report

VIII. Next meeting date: October 26, 2022

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

Topic: APPROVAL OF TURNKEY DESIGN AND CONSTRUCTION ENERGY SERVICES
WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.

**RECOMMENDATION: The Governing Board of the Pasadena Unified School District
approve the agreement with Schneider Electric Buildings Americas, Inc.**

Anticipated Effect on Student Outcomes: Maintaining the public trust and by providing high quality services and by using our resources prudently, efficiently and equitably, the District provides all students and staff a quality learning environment knowing that all funds are allocated accordingly.

I. BACKGROUND

The drought in the state of California has heightened the need for greater efficiency with regard to water usage. Therefore, the district partnered with Schneider Electric Buildings Americas, Inc. (Schneider Electric) to perform a water case study of the District's sites back in September of 2021. The results concluded that the yearly spend on water is approximately \$869,000 and eight school sites accounted for \$550,676 or 63% of the total cost.

II. STAFF ANALYSIS

Approval of the agreement with Schneider Electric will allow for the design of proven energy conservation measures that standardize District water related operations and embrace best practices, spread funds across many District sites to embrace equity, proactively address facility infrastructure, capture rebates to offset District investment, leverage smart technology to effectively utilize resources while at the same time improve campus aesthetics. The anticipated first year water savings, once construction is complete is approximately \$250,000 and the project lifecycle (20 year) savings are anticipated at approximately \$6 million.

III. FISCAL IMPACT

The cost of the design work is \$95,000. The construction costs will come to the Board for approval once the design has been approved and cost construction costs are known. Currently, the construction is anticipated to cost between \$3.5 and \$5.5 million.

**Pasadena Unified School District
Board of Education Agenda:**

September 8, 2022

Submitted by: _____

Leslie Barnes, Ed.D, Chief Finance & Operations Officer

Report No. 1569-F

Date: September 8, 2022

Funding title/code:

Title: Measure O Funds

Code: 21.3-XXXXX.X-00000-85000-6210-0000710

Approved:

Brian O. McDonald, Ed.D.
Superintendent

Originator: Leslie Barnes, Ed.D. Chief Finance and Operations Officer

AGREEMENT FOR TURNKEY DESIGN AND CONSTRUCTION ENERGY SERVICES

This Agreement for Turnkey Design and Construction Energy Services ("*Agreement*") is made effective as of **September 22, 2022** ("*Effective Date*") by and between the **Pasadena Unified School District**, a **California School District** ("*Public Agency*"), and **Schneider Electric Buildings Americas, Inc.**, a Delaware corporation ("*Design/Builder*"). Public Agency and Design/Builder may be referred to herein as the "*Parties*", collectively, and each, individually, as a "*Party*".

RECITALS

WHEREAS, Design/Builder is a full-service energy service contractor with the qualifications and technical capabilities to provide the design and construction services described herein;

WHEREAS, Public Agency wishes to engage Design/Builder, pursuant to the terms and conditions of this "turnkey" Agreement, to design and construct a Project (defined below) for purposes of implementing certain "energy conservation facilities", as such term is used and defined in California Government Code Section 4217.10 *et seq.*;

WHEREAS, this Agreement constitutes an "energy service contract" within the meaning of California Government Code Section 4217.10 *et seq.*;

WHEREAS, California Government Code Section 4217.10 *et seq.* (i) authorizes public agencies to enter into energy service contracts that satisfy the requirements of California Government Code Section 4217.12, (ii) allows public agencies to award such energy services contracts on the basis of the experience of the contractor, the type of technology employed by the contractor, the cost to the public agency, and any other relevant considerations, and (iii) expressly provides public agencies with the greatest possible flexibility in structuring such energy service contracts so that economic benefits may be maximized and financing and other costs associated with the design and construction of alternate energy projects may be minimized; and

WHEREAS, having considered the foregoing, Public Agency's Governing Body has determined that the Project satisfies the requirements of California Government Code Section 4217.12 and has further determined, at a regularly scheduled public hearing of which public notice was given at least two weeks in advance, that the terms of this Agreement are in the best interests of the Public Agency.

NOW, THEREFORE, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties hereby agree as follows:

ARTICLE 0 DEFINITIONS

0.1. "Applicable Law" shall mean any applicable federal, California state or local law, constitution, treaty, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement lawfully enacted, adopted, promulgated or applied by a Governmental Authority.

0.2. "Change Order" shall mean a written modification to the Agreement or any Contract Document, duly executed by Public Agency and Design/Builder, authorizing a change in the scope of the Work, the time for completion of any Work, and/or the compensation payable to Design/Builder in consideration for performance of any Work hereunder.

0.3. “Construction Amendment” shall mean an Amendment and Notice to Proceed with the Construction Phase in substantially the form reviewed by Public Agency prior to execution of this Agreement, together with all exhibits, schedules, and/or documents attached thereto and/or expressly incorporated by reference therein, including, without limitation and as applicable, each of the Exhibits to the Construction Amendment listed below. Effective as of the Construction Amendment Effective Date, the Construction Amendment (inclusive of all exhibits, schedules, and/or documents attached thereto and/or expressly incorporated by reference therein) shall become part of this Agreement and shall modify and supersede any conflicting provisions hereof.

- a. The Construction Amendment shall include the following Exhibits:
 - i. Exhibit D: Scope of Construction Work
 - ii. Exhibit E: Preliminary Construction Schedule
 - iii. Exhibit F: Project Fee

0.4. “Construction Amendment Effective Date” shall mean the date on which the Construction Amendment is duly executed by both Parties.

0.5. “Construction Phase” shall mean the portion of the Project commencing as of the Construction Amendment Effective Date and concluding upon final completion of the Project.

0.6. “Construction Schedule” shall mean the Preliminary Construction Schedule attached to the Construction Amendment as Exhibit E, as updated and/or modified from time to time in accordance with this Agreement.

0.7. “Construction Work” shall mean all labor, equipment, materials and goods necessary to complete the Scope of Construction Work set forth on Exhibit D to the Construction Amendment.

0.8. “Contract Documents” shall mean, collectively, this Agreement and all schedules, exhibits, and/or documents attached hereto and/or expressly incorporated by reference herein, each as the same may be amended, modified or supplemented from time to time in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the following Exhibits are hereby expressly incorporated by reference into the Agreement, subject to the terms and conditions hereof:

- a. Exhibits to the Agreement:
 - i. Exhibit A: Scope of Design Work
 - ii. Exhibit B: Preliminary Design Schedule
 - iii. Exhibit C: Design Fee
- b. Construction Amendment (effective as of the Construction Amendment Effective Date)

0.9. “Design/Builder” shall have the meaning set forth in the introductory paragraph to this Agreement. Design/Builder may occasionally be referred to as “ESCO” in the Contract Documents.

0.10. “Design Fee” shall mean the dollar amount set forth on Exhibit C attached hereto, which shall be payable to Design/Builder as compensation for the Design Work if Public Agency terminates this Agreement prior to the Construction Amendment Effective Date in accordance with Section 1.4.1 hereof.

0.11. “Design Phase” shall mean the portion of the Project commencing as of the Effective Date of this Agreement and concluding immediately prior to the Construction Amendment Effective Date.

0.12. “Design Work” shall mean all labor, equipment, materials and goods necessary to complete the Scope of Design Work set forth on Exhibit A to this Agreement.

0.13. “Facilities” shall mean Public Agency facilities listed under Section 3 of Exhibit A, and any additional facilities added by written agreement of the Parties.

0.14. “Governing Body” means the governing board or other governing body of the Public Agency.

0.15. “Governmental Authority” shall mean any nation, government, state or political subdivision thereof, and any entity lawfully exercising executive, legislative, judicial, regulatory or administrative powers on behalf of any of the foregoing.

0.16. “Project” shall mean the improvement to Public Agency’s Facilities to be designed and constructed by Design/Builder in accordance with and subject to the terms and conditions of this Agreement, as more specifically set forth on Exhibit A (Scope of Design Work) and Exhibit D (Scope of Construction Work) hereto. For the avoidance of doubt, notwithstanding the original scope of the Project as contemplated by Exhibit A, the Scope of Construction Work attached as Exhibit D and approved by Public Agency upon execution of the Construction Amendment shall represent the entirety of the intended and agreed upon scope for the Project.

0.17. “Project Fee” shall mean total dollar amount payable to Design/Builder under the Agreement as compensation for Design/Builder’s performance of the Work, inclusive of the Design Fee. The Project Fee shall be determined at the conclusion of the Design Phase and shall be set forth on Exhibit F to the Construction Amendment.

0.18. “Project Proposal” shall have the meaning set forth in Section 2 of Exhibit A.

0.19. “Project Site” or “Site” shall mean Public Agency property on or at which the Work is to be performed, specifically including Public Agency Facilities.

0.20. “Public Agency” shall have the meaning set forth in the introductory paragraph to this Agreement. Public Agency may occasionally be referred to as “Customer” in the Contract Documents.

0.21. “Substantial Completion” shall mean, with respect to the entirety of the Construction Work or any portion thereof, the point at which such Work has been completed in accordance with the Contract Documents, except for minor items, adjustments and/or corrections, such that it is operational and fit for use by Public Agency.

0.22. “Work” shall mean the Design Work and the Construction Work, collectively.

ARTICLE 1
DESIGN PHASE OF THE PROJECT

Section 1.1. Scope of Design Work. The scope of the design services to be performed by Design/Builder under this Agreement is described in Exhibit A attached hereto (the “*Scope of Design Work*”).

Section 1.2. Design Schedule. The “*Preliminary Design Schedule*” attached hereto as Exhibit B sets forth a preliminary schedule for the Design Phase milestones.

Section 1.3. Project Proposal. At or prior to the Design Completion Meeting described in Exhibit A, Design/Builder shall provide Public Agency with a proposal setting forth a proposed Scope of Construction Work, a proposed Project Fee, and any other information required to be included therein pursuant to Exhibit A (the “*Project Proposal*”). Unless the Project Proposal states otherwise, the pricing set forth in the Project Proposal will remain valid for sixty (60) days from the date of the Project Proposal (the “*Project Proposal Date*”).

Section 1.4. Option to Terminate Agreement or Proceed into Construction Phase. Within sixty (60) days of the Project Proposal Date, Public Agency shall either (i) terminate this Agreement pursuant to Section 1.4.1 below, or (ii) execute the Construction Amendment in accordance with Section 1.4.2 below.

1.4.1. Early Termination and Payment of Design Fee. If Public Agency does not wish to proceed into the Construction Phase on substantially the terms set forth in Design/Builder’s Project Proposal, Public Agency may terminate this Agreement for convenience immediately upon providing Design/Builder with written notice of termination and payment in full for the Design Fee.

1.4.2. Execution of Construction Amendment. If Public Agency does wish to proceed with the Construction Phase on substantially the terms set forth in Design/Builder’s Project Proposal, the Parties shall finalize and execute a Construction Amendment reflecting substantially the terms set forth in Design/Builder’s Project Proposal and any negotiated revisions thereto. In such event, the Design Fee and any additional costs incurred by Design/Builder in the performance of the Design Work shall be rolled into and included in the Project Fee, and such total amount shall be payable in accordance with the provisions of Section 2.4.

Section 1.5. Site Investigation. In performing the Design Work, Design/Builder shall exercise reasonable due diligence to understand the nature, location and extent of the Project, and it shall investigate the general and local conditions which are applicable to the Project Site, such as physical conditions at the Project Site, the conditions of the ground at the Project Site, and the character of equipment and materials needed for the performance of the Work at the Project Site (the “Site Investigation”).

Section 1.6. Public Agency Information. In order to facilitate the Design Work and to assist Design/Builder in recommending an appropriate Scope of Construction Work, Public Agency is responsible for providing Design/Builder with all such access, knowledge and history as may be relevant to Design/Builder’s analysis and/or design, including, without limitation, with respect to Public Agency’s Facilities, systems, and equipment, as well as its accounting, maintenance, and operation practices. Public Agency is required to disclose all known or suspected deficiencies, defects and malfunctions of or affecting the Facilities, systems, equipment and components thereof, as well as any site conditions that should be considered in planning and executing the construction services. Public Agency responsibilities are set forth in further detail on Exhibit A.

ARTICLE 2
CONSTRUCTION PHASE OF THE PROJECT

Section 2.1. Commencement of Construction Phase.

2.1.1. Execution of Construction Amendment Serves as Notice to Proceed. Unless the Construction Amendment expressly provides otherwise, execution of the Construction Amendment shall serve as Public Agency's notice to Design/Builder to commence the Construction Work.

2.1.2. Payment and Performance Bonds. Promptly following the Construction Amendment Effective Date and before commencing the Construction Work, Design/Builder shall provide payment and performance bonds, each for an amount equal to 100% of the Project Fee. Notwithstanding any provision to the contrary herein, any performance bonds and payment bonds provided in connection with this Agreement guarantee only the performance of the Construction Work and the payment of any Subcontractors engaged by Design/Builder in connection therewith, respectively, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees (if applicable pursuant to Section 2.5 hereof), (2) any support or maintenance services, or (3) any other guarantees, warranties or covenants with terms beyond one (1) year in duration from the Date of Substantial Completion.

Section 2.2. Scope of Work. The scope of the construction services to be performed by Design/Builder pursuant to this Agreement (the "*Scope of Construction Work*") shall be determined at the conclusion of the Design Phase and set forth on Exhibit D to the Construction Amendment.

Section 2.3. Construction Schedule.

2.3.1. Construction Time. The scheduled date of Substantial Completion of the Construction Work (the "*Completion Date*") and any applicable milestone dates shall be determined at the conclusion of the Design Phase and shall be set forth in the "*Preliminary Construction Schedule*" attached to the Construction Amendment as Exhibit E.

2.3.2. Substantial Completion. Upon Substantial Completion of the Construction Work (or any portion thereof, as appropriate), Design/Builder will issue to Public Agency a "*Letter of Substantial Completion*" with respect to such substantially complete Work (or portion thereof). The date on which Design/Builder issues any such Letter of Substantial Completion shall be the "*Date of Substantial Completion*" with respect to the applicable Work.

2.3.3. Delays. If Design/Builder's progress on the Project is at any point delayed due to changes in the requested scope of Work, labor disputes, fire, unusual delay in deliveries, abnormally severe weather conditions, unavoidable casualties, epidemic or pandemic conditions, quarantine restrictions, and/or any other causes which are beyond the reasonable control of Design/Builder, then the Parties agree to execute a Change Order reflecting an equitable extension of time. In the event of any suspension or delay due to the acts or omissions of Public Agency or due to Public Agency's instructions to stop Work by no fault of Design/Builder: (i) all affected dates and milestones shall be extended to reflect such period of interruption; and (ii) the Project Fee shall be equitably adjusted to cover Design/Builder's costs of demobilization, delay and remobilization related to such suspension or delay (provided, however, that Design/Builder shall cooperate with Public Agency, to the extent commercially reasonable, in mitigating such costs). If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of Design/Builder, Design/Builder may terminate this Agreement in accordance with Article 5.

Section 2.4. Compensation, Invoicing and Payment.

- 2.4.1. Project Fee.** The Project Fee shall be determined at the conclusion of the Design Phase and shall be set forth on Exhibit F to the Construction Amendment. The Project Fee is inclusive of, and not in addition to, the Design Fee.
- 2.4.2. Schedule of Values.** Design/Builder will develop a schedule delineating the items to be completed pursuant to the Scope of Construction Work (the “*Schedule of Values*”) and shall endeavor to provide such Schedule of Values to Public Agency within ten (10) days of the Construction Amendment Effective Date.
- 2.4.3. Project Mobilization Invoice and Payment.** Within one (1) month of the Construction Amendment Effective Date, Public Agency shall make payment to Design/Builder for Project mobilization and other expenses incurred to date (“*Project Mobilization Payment*”) in an amount not to exceed twenty percent (20%) of the Project Fee. Such Project mobilization and other expenses may include, without limitation, the Design Fee and any design, engineering and/or development expenses incurred in connection with the Project, expenses relating to procurement of equipment, materials, and/or bonds, and any other Project start-up and mobilization expenses incurred to date.
- 2.4.4. Design/Builder Invoices.** Beginning on the date that is two (2) months following the Construction Amendment Effective Date, Design/Builder shall provide monthly invoices to Public Agency seeking payment for the Work performed in the prior month (based on the percentage completion of items delineated on the Schedule of Values).
- 2.4.5. Payment.** Payment is due within thirty (30) days of the date of each invoice. If any payment is over thirty (30) days late from the due date stated on the invoice, Design/Builder may impose a penalty of one percent (1%) of the amount(s) owed for each month overdue and/or may terminate the Agreement in accordance with Article 5. If applicable, Public Agency’s payments may be made from an escrow account set up in accordance with Public Agency’s financing arrangement, in which case Public Agency shall be responsible for forwarding Design/Builder’s invoices to the escrow agent and for authorizing and directing the escrow agent to timely release the invoiced amounts to Design/Builder.
- 2.4.6. Final Payment and Release of Liens.** Final payment shall not become due until Design/Builder has delivered to Public Agency a conditional release of all liens arising out of this Agreement, covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Public Agency to indemnify Public Agency against such lien. The making of final payment shall constitute a waiver of claims by Public Agency except those arising from (1) unresolved liens, security interests or encumbrances arising out of the Agreement, (2) Design/Builder’s failure to perform the Construction Work in substantial compliance with the requirements of the Contract Documents, and (3) any warranties required by the Contract Documents.
- 2.4.7. Retention.** Following payment of the Project Mobilization Payment, which shall not be subject to any retention, Public Agency may retain five percent (5%) of each monthly progress payment (the “Amounts Retained”). The Amounts Retained with respect to a given portion of the Work shall be released to Design/Builder within thirty (30) days of the Date of Substantial Completion of such portion of the Work, and any Amounts Retained remaining upon Substantial Completion of the Project shall be released to Design/Builder with the final payment.

Section 2.5. Performance Guarantees. If Design/Builder is providing any efficiency or energy savings guarantees upon completion of the Construction Work, the terms of such efficiency or energy savings guarantees shall be set forth and/or incorporated in the Construction Amendment and the applicable Exhibits thereto. If no such terms are set forth and/or incorporated in the Construction Amendment and the applicable Exhibits thereto, then no efficiency or energy savings guarantees are being made by Design/Builder in connection with this Agreement.

ARTICLE 3 PERFORMANCE OF THE WORK

Section 3.1. Standard of Performance. Design/Builder represents and warrants that it has the professional skill, knowledge and experience necessary to perform and complete the Project in a timely and competent manner. Design/Builder shall perform, or cause to be performed, the Project using at least such degree of care as is reasonably expected of professionals providing similar services to Public Agencies within the State of California in similar circumstances (and considering Public Agency's goals and any financial or other constraints or parameters made known to Design/Builder before or after the Effective Date).

Section 3.2. Licenses. Design/Builder represents and warrants that it currently has or shall timely obtain, and that it shall maintain, all licenses, permits, qualifications and approvals of whatever nature as are legally required to permit Design/Builder to perform the Work.

Section 3.3. Regular Working Hours. Except as Public Agency, in its sole discretion, may otherwise agree, Design/Builder shall perform such portions of the Work as are to occur at or in Public Agency's Facilities only: (i) on weekdays (i.e., any day, Monday through Friday, inclusive); and (ii) commencing at or after such time, and ending by or prior to such time, as may be specified in either an applicable local ordinance or any "Mitigation Monitoring Plan" adopted by Public Agency pursuant to the California Environmental Quality Act and made available to Design/Builder, whichever is more restrictive.

Section 3.4. Employees and Subcontractors.

3.4.1. Design/Builder's Subcontractors. Design/Builder may use one or more subcontractors (each, a "Subcontractor") to perform any portion(s) of the Project as Design/Builder may deem appropriate; provided, however, that Design/Builder shall remain ultimately responsible for the performance of its obligations under this Agreement. Design/Builder shall ensure that all of its Subcontractors have the skill, knowledge and experience necessary to perform the services assigned to them, and shall further ensure that each of its Subcontractors holds all licenses legally required for the practice of its profession.

3.4.2. Design/Builder's Employees. The employees of Design/Builder shall at all times be under Design/Builder's exclusive direction and control on the Project. Design/Builder shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of services under this Agreement, as required by law. Design/Builder shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, federal and state income tax withholdings, unemployment insurance, and workers' compensation insurance. Design/Builder shall employ only competent workers for performance of the services and shall not employ any person who is unfit or unskilled in the Work assigned to him or her.

- 3.4.3. Supervision by Design/Builder.** Design/Builder shall at all times enforce strict discipline and good order among its Subcontractors and employees performing any portion(s) of the services. At Public Agency's request, Design/Builder shall remove from the Project and Project Site(s) any person, regardless of whether employed by the Design/Builder or any Subcontractor, who is not performing the services in a competent manner or who is a threat to the safety of persons or the Project, and Design/Builder shall not thereafter permit any such person to perform any of the services or to be present on or at the Project Site(s). In addition, during the course of performing the Construction Work, Design/Builder shall have an experienced and competent superintendent (and any necessary assistants) present on the Project Site(s) to supervise the construction services and Design/Builder's employees and Subcontractors on the Project.
- 3.4.4. Prohibition Against Unlawful Discrimination.** Design/Builder represents and warrants that it is an equal opportunity employer and agrees that it shall not discriminate in violation of any applicable federal, state, or other law, rule or regulation, including, but not limited, to discrimination against any employee or applicant for employment on account of such person's race, religion, color, national origin, ancestry, sex, or age. Design/Builder shall apply such policy of non-discrimination in connection with all activities related to Design/Builder's employees and Subcontractors, including with respect to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, and layoff or termination.

Section 3.5. Design/Builder's Compliance with Law.

- 3.5.1. Compliance Generally.** Design/Builder and each of its Subcontractors shall perform the Project in compliance with Applicable Law. Upon commencement of the Construction Phase, Public Agency will coordinate and conduct, and Design/Builder and each of its Subcontractors will attend, any mandatory construction conference held for purposes of ensuring that Design/Builder and its Subcontractors are aware of the Applicable Laws relevant to the Project.
- 3.5.2. DIR Registration.** Design/Builder acknowledges that the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Design/Builder shall be responsible for ensuring that it and all of its Subcontractors are currently and properly registered with the DIR. Prior to commencing the Construction Work, Design/Builder and each of its Subcontractors shall: (i) complete, execute, and submit to Public Agency a "Certification Regarding Design/Builder Registration" form; and (ii) provide evidence of registration to Public Agency. Notwithstanding anything to the contrary, if at any time during the performance of the Construction Work, Design/Builder or any of its Subcontractors is not properly registered with the DIR (including, without limitation, if the registration expires or the DIR revokes the registration), such failure of registration shall constitute a material breach of this Agreement for purposes of Section 5.2 hereof (Public Agency Termination for Cause).
- 3.5.3. Labor Laws.** Design/Builder and each of its Subcontractors shall, at no additional cost to Public Agency, comply with all applicable provisions of the California Labor Code and the regulations promulgated thereunder (collectively, the "Labor Laws"), including, without limitation, any applicable Labor Laws requiring the payment of prevailing wages in connection with the Construction Work, submission of payroll records for inspection, posting of required notices at the Project Site, and cooperation with the DIR.
- (a) Prevailing Wages and Penalties for Violations.** Without limiting the generality of Section 3.5.3, wages paid by Design/Builder and each of its Subcontractors in connection with the Construction Work shall be in accordance with the general prevailing rates of per diem wages determined by the DIR pursuant to Section 1770 of the California Labor Code. Wage rates

shall conform to those on file at Public Agency's principal office and posted at the Project Site. In the event that Design/Builder or any of its Subcontractors fails to pay the prevailing wages determined by the DIR: (1) Design/Builder shall, as a penalty to Public Agency in accordance with Section 1775 of the Labor Code, forfeit not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, per calendar day, or portion thereof, for each worker paid less than the prevailing wage rate; and (2) Design/Builder and/or Design/Builder's Subcontractors (as applicable) shall pay to each worker, for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rate, the difference between such stipulated prevailing wage rate and the amount paid to the worker.

- (b) **Payroll Records and Penalties for Violations.** Without limiting the generality of Section 3.5.3, Design/Builder and each of Design/Builder's Subcontractors must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by Public Agency, the DIR's Division of Labor Standards Enforcement, and the DIR's Division of Apprenticeship Standards ("DAS"). The payroll records must be certified, maintained at Design/Builder's and its Subcontractors' principal offices (as applicable), and made available as required by labor Code Section 1776. Design/Builder and each of its Subcontractors must inform Public Agency of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of any change of location and address. In the event that Design/Builder or any of its Subcontractors fails to timely comply with a request for certified payroll records, Design/Builder shall, as a penalty to Public Agency, forfeit \$100 per worker for each calendar day or portion thereof until strict compliance is effectuated.
- (c) **Other CA Labor Laws.** Without limiting the generality of Section 3.5.3, Design/Builder and each of its Subcontractors shall comply with the each of the following provisions of the California Labor Code, as applicable:
 - i. Section 1735 (Anti-Discrimination Requirements);
 - ii. Sections 1777.5, 1777.6 and 1777.7 (Apprenticeship Requirements);
 - iii. Sections 1810 through 1812 (Working Hour Restrictions);
 - iv. Sections 1813 and 1814 (Penalty for Failure to Pay Overtime); and
 - v. Section 1815 (Overtime Pay).
- (d) **No Disqualification.** Design/Builder represents and warrants that neither it, nor any of its Subcontractors, has been debarred by the California Labor Commissioner pursuant to Section 1777.1 of the California Labor Code or otherwise.
- (e) **Failure to Comply.** Any failure of Design/Builder or its Subcontractors to comply with applicable Labor Laws shall constitute a material breach of this Agreement for purposes of Section 5.2 hereof (Public Agency Termination for Cause). In addition, Public Agency may withhold payment to Design/Builder as necessary to satisfy any civil wage or other penalty assessment issued by the California Labor Commissioner.

3.5.4. Criminal-History Background Checks. If Public Agency is a school district and Design/Builder's (and/or its Subcontractors') employees may come into contact with pupils in the process of performing the Project, then Design/Builder and each of its Subcontractors that will have personnel at or on any Public Agency property shall comply with the requirements of Education Code Section 45125.1. For such purposes, Design/Builder, at its sole cost and expense, and without additional

compensation from Public Agency, shall comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of Design/Builder's and any Subcontractors' officers, employees, agents, or other representatives who will or might be present on or at any of the Public Agency's Facilities.

Section 3.6. Reliance on Public Agency Information. In performing the Work, Design/Builder shall be entitled to rely on the accuracy and completeness of any and all information provided to Design/Builder by Public Agency, including without limitation the information required to be provided pursuant to Section 1.6 of this Agreement, except where it would be unreasonable to do so.

Section 3.7. Design/Builder's Warranties and Disclaimers. Design/Builder warrants to Public Agency that, for a period of one (1) year from the applicable Date of Substantial Completion of Work covered by a Letter of Substantial Completion (the "Warranty Period"), the materials and equipment manufactured by Design/Builder will be of good quality and new unless the Contract Documents require or permit otherwise, and further warrants that the such Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. Design/Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or on behalf of Design/Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Design/Builder shall repair or replace defective material or equipment and re-perform Work to correct any defect within the applicable Warranty Period. In the event warranty Work by the Design/Builder is necessary, the Design/Builder shall provide an additional one-year warranty on the corrected Work only from the date the corrected Work is completed or the end of the initial warranty period, whichever is later. Design/Builder does not warrant products not manufactured by Design/Builder, but it will pass on to Public Agency any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE).

ARTICLE 4 CHANGES

Section 4.1. Change Orders. Public Agency may at any time request any change in the Scope of Design Work and/or the Scope of Construction Work. In response to any such request, Design/Builder shall provide to Public Agency a written proposal that describes in reasonable detail: (i) the change; (ii) the impact of the change on the time required for performance of Design/Builder's obligations; (iii) the impact of the change on the compensation to be paid by Public Agency to Design/Builder; and (iv) the impact of the change on any efficiency or energy savings guarantees (if applicable pursuant to Section 2.5 hereof). No such change proposal shall be valid or binding on the Parties unless, and except to the extent, incorporated into a Change Order.

Section 4.2. Materials and Equipment Procurement. In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Contract by no fault of Design/Builder, the Project Fee and/or the Completion Date, as appropriate, shall be equitably adjusted by Change Order. A change in the price of an item of material or equipment will be considered significant when the price of an item increases by five percent (5)% between the Project Proposal Date and the date on which such item is due to be purchased and/or installed in accordance with the Schedule of Values or the Construction Schedule.

Section 4.3. Unforeseen Conditions. “Unforeseen Site Conditions” shall mean and include any subsurface, concealed or latent conditions, including without limitation the presence of hazardous materials, that differ materially from those conditions (i) actually known by Design/Builder, (ii) accurately reflected in available existing data, (iii) expected based on the results of Design/Builder’s Site Investigation, and/or (iv) that would have been identified, discovered and/or confirmed by the exercise of reasonable due diligence in Design/Builder’s Site Investigation. In the event Design/Builder encounters Unforeseen Site Conditions at the Project Site or that otherwise impact the Project, Design/Builder shall notify Public Agency of such conditions promptly and before such conditions are further disturbed, but in no event later than three (3) business days after observing such conditions. To the extent Design/Builder incurs additional costs or delays as a result of Unforeseen Site Conditions, the Parties shall execute a Change Order reflecting an equitable adjustment to the Project Fee and/or the Completion Date, as appropriate.

ARTICLE 5 SUSPENSION AND TERMINATION

Section 5.1. Termination for Convenience by Public Agency. Public Agency may terminate this Agreement for convenience as set forth in Section 1.4.1.

Section 5.2. Termination for Cause by Public Agency. If Design/Builder repeatedly or materially breaches this Agreement, Public Agency has provided written notice to Design/Builder detailing the alleged breach, and within thirty (30) days of Design/Builder’s receipt of such written notice Design/Builder has neither cured the alleged breach nor diligently commenced to cure such breach, Public Agency may terminate this Agreement effective immediately upon the receipt of written notice by Design/Builder. Nothing in this Agreement shall be deemed or construed as a waiver by Design/Builder of any rights it may have with respect to a wrongful suspension or termination by Public Agency.

Section 5.3. Suspension or Termination for Cause by Design/Builder. If Public Agency fails to make any payment(s) to Design/Builder as required in this Agreement or repeatedly or materially fails, refuses or neglects to fulfill any of its other obligations or responsibilities under this Agreement or the Contract Documents, Design/Builder may, after delivery of written notice and providing Public Agency thirty (30) days to cure such failure, refusal or neglect, suspend the Project or terminate this Agreement. If Design/Builder suspends the Project pursuant to this Section, the Project schedule and any anticipated completion dates shall be adjusted accordingly. If Design/Builder terminates the Agreement pursuant to this Section, Design/Builder shall be entitled to recover payment from Public Agency in accordance with Section 5.4 below. Nothing in this Agreement shall be deemed or construed as a waiver by Public Agency of any rights it may have with respect to a wrongful suspension or termination by Design/Builder.

Section 5.4. Compensation to Design/Builder Upon Termination. In the event of any termination other than a termination pursuant to Section 1.4.1 or a termination for cause by Public Agency pursuant to Section 5.2, Public Agency shall compensate Design/Builder: (i) for such portion of the Project as has been completed prior to the effective date of termination; (ii) for services in progress by Design/Builder and any of its Subcontractors at such time, including any overhead and/or anticipated profit attributable to such Work in progress, and (iii) for any costs and damages incurred by reason of the termination, including any proven loss with respect to subcontracts, materials, equipment, tools and machinery. In the event of a termination pursuant to Section 1.4.1, Public Agency shall pay the Design Fee to Design/Builder on the date of such termination.

Section 5.5. Design/Builder to Provide Copies of Project Documents. Not later than sixty days following the effective date of a termination pursuant to this Article 5, Design/Builder shall provide to Public Agency copies of all Project Documents (defined in Section 8.4).

Section 5.6. Effect of Termination. Termination of this Agreement and/or any of the Contract Documents shall release Design/Builder of all remaining obligations under the Agreement and the Contract Documents as of the effective date of termination, including, without limitation, any efficiency or energy savings guarantees (if applicable pursuant to Section 2.5 hereof).

Section 5.7. Survival of Obligations. The Parties' respective rights and obligations pursuant to this Article 5, Article 7 (subject to Section 7.9), and Article 8 shall survive termination of this Agreement.

ARTICLE 6 INSURANCE

Section 6.1. Required Insurance. Design/Builder shall, at its sole cost and expense, maintain in effect the following policies of insurance for the applicable period(s) set forth in Section 6.2:

- (i) *Commercial General Liability Insurance.* A policy of commercial general liability insurance, written on an "occurrence" basis, with a limit of not less than two million dollars (\$2,000,000) per occurrence ("*General Liability Policy*").
- (ii) *Automobile Liability Insurance.* A policy of automobile liability insurance, written on an "occurrence" basis, with a combined single limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage ("*Auto Liability Policy*"). The Auto Liability Policy must include coverage for owned, hired and non-owned automobiles.
- (iii) *Workers' Compensation and Employer's Liability Insurance.* Workers' compensation insurance as required by California law, and employer's liability insurance, written on an "occurrence" basis, with a limit of not less than two million dollars (\$2,000,000).
- (iv) *Professional Liability Insurance.* Professional liability insurance, written on a claims made (and reported) basis, with a limit of not less than two million dollars (\$2,000,000) per claim ("*Professional Liability Policy*").

Section 6.2. Duration of Insurance. The insurance required pursuant to this Article 6 shall be procured by Design/Builder prior to Design/Builder's commencement of the Project and shall be maintained in effect by Design/Builder at least until the date that is one year following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project. Notwithstanding the foregoing, Design/Builder shall maintain the Professional Liability Policy in effect at least until the date that is three years following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project.

Section 6.3. Insurer Rating Standards. The insurance policies required pursuant to this Article 6 must be issued by one or more insurers that are (i) licensed to do business in the State of California and (ii) have an A.M. Best Company rating of not less than "A-" and a financial size category of not less than "VII."

Section 6.4. Additional Insureds. Public Agency, members of Public Agency's Governing Body, and Public Agency's other officers, employees, and agents (collectively, including the Governing Body, the "*Public Agency Agents*"), shall all be named as additional insureds on Design/Builder's General Liability Policy and Auto Liability Policy. The additional insured endorsements will be provided on the most current versions of ISO Form CG 2010 and ISO Form CG 2037 or their substantial equivalents.

Section 6.5. Waiver of Subrogation. Each of the General Liability Policy and the Auto Liability Policy shall provide a waiver of transfer of rights of recovery in favor of Public Agency.

Section 6.6. *Design/Builder Insurance is Primary.* The General Liability Policy and the Auto Liability Policy must be endorsed to provide that they are primary and non-contributory.

Section 6.7. *Premiums, Deductibles and Self-Insured Retentions.* Design/Builder shall be solely responsible for paying any and all deductibles and self-insured retentions applicable to any of the insurance policies that Design/Builder is required to have in effect pursuant to this Article 6.

Section 6.8. *Evidence of Coverage.* Prior to commencing the Work, Design/Builder must provide to Public Agency duly authorized and executed certificates of insurance evidencing that the insurance policies required to be maintained by Design/Builder pursuant to this Article 6 are in effect (each a “*Certificate of Insurance*”) As applicable, the Certificates of Insurance must identify those who are additional insureds in accordance with this Article 6. Not less than thirty days prior to the expiration of any insurance policy that Design/Builder is required to maintain pursuant to this Article 6, Design/Builder must provide an updated Certificate of Insurance to Public Agency evidencing the renewal of such policy.

Section 6.9. *Notice of Change in Policies.* Design/Builder shall notify Public Agency within thirty (30) days of its receipt of written notice from an applicable insurer that a policy required hereunder will expire without renewal or will be canceled, terminated, or materially reduced in coverage.

Section 6.10. *Review of Coverage.* Public Agency's failure to identify any non-compliance by Design/Builder with the requirements of this Article 6 shall not be deemed or construed to relieve Design/Builder from any of its obligations hereunder.

Section 6.11. *Subcontractor Insurance.* Design/Builder shall require that each of its Subcontractors comply with substantially the same requirements as are set forth in this Article 6 for Design/Builder, except to the extent Public Agency has approved any different standards or requirements applicable to any particular Subcontractor.

ARTICLE 7 INDEMNIFICATION AND LIABILITY

Section 7.1. *Indemnification of Public Agency.* To the extent allowed under Applicable Law, Design/Builder shall indemnify, defend and hold harmless Public Agency and Public Agency Agents from and against any and all third-party claims, demands, actions, judgments, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) to the extent caused by the negligence or misconduct of Design/Builder any Subcontractor, or any officers, employees, or agents of Design/Builder or any Subcontractor (collectively, not including Design/Builder, the “*Design/Builder Agents*”) in connection with this Agreement.

Section 7.2. *Defense of Public Agency.* Design/Builder shall control the defense and handling of any claims for which Design/Builder is required to indemnify Public Agency and/or Public Agency Agents pursuant to Section 7.1, at Design/Builder's sole cost and expense, using qualified and appropriately experienced legal counsel selected and retained by Design/Builder. Design/Builder's obligations under Section 7.1 shall not apply to any claim that is settled or otherwise resolved by Public Agency and/or any Public Agency Agent without Design/Builder's prior written consent.

Section 7.3. Limitation on Design/Builder Obligations. Design/Builder shall not be obligated to indemnify or hold harmless Public Agency or any Public Agency Agent pursuant to this Article 7 to the extent any claim, demand, action, judgment, damage, loss, cost or expense results from the negligence or misconduct of Public Agency or any of Public Agency Agents. Design/Builder shall be reimbursed for any costs and expenses incurred in the defense or handling of any claim to the extent such claim is determined by a court or arbitrator of competent jurisdiction to be attributable to the negligence or misconduct of Public Agency or any Public Agency Agent.

Section 7.4. Applicability of Civil Code Section 2782.8. To the extent Design/Builder or any Subcontractor will provide "design professional services" in connection with this Agreement, this Article 7 shall be interpreted consistent with, and shall be limited by, California Civil Code Section 2782.8 as in effect on the Effective Date, and any obligation to indemnify Public Agency and/or Public Agency Agents shall apply only to the extent arising from the negligence, recklessness, or willful misconduct of Design/Builder or any of the Design/Builder Agents.

Section 7.5. Notice; Cooperation. Public Agency and Public Agency Agents shall promptly provide written notice to Design/Builder of any claims, demands, actions, judgments, damages, losses, costs and/or expenses for which Design/Builder may be responsible pursuant to this Article 7. Public Agency and Public Agency Agents shall fully cooperate with Design/Builder, at Design/Builder's cost and expense, to the extent reasonably necessary or appropriate in connection with the performance of Design/Builder's obligations pursuant to this Article 7.

Section 7.6. Insurance Not a Limitation. The obligations of Design/Builder pursuant to this Article 7 shall not be deemed or construed to be conditioned upon, limited by or expanded by the existence of any insurance coverage maintained by a Party or other person or entity.

Section 7.7. Subcontractor Indemnity. Design/Builder shall require each of its Subcontractors to comply with the requirements of this Article 7 related to indemnifying, holding harmless, and defending Public Agency, except to the extent Public Agency agrees in writing to apply a different set of standards or requirements to a particular Subcontractor.

Section 7.8. Limitations of Liability. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR THE CONTRACT DOCUMENTS TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF DATA DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT AND IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR THE CONTRACT DOCUMENTS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF DESIGN/BUILDER FOR DAMAGES UNDER THIS AGREEMENT AND THE CONTRACT DOCUMENTS SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY PUBLIC AGENCY FOR THE SERVICE(S) GIVING RISE TO THE CLAIM. THE PRECEDING SENTENCE SHALL NOT APPLY TO ANY CLAIM FOR BODILY INJURY, OR TO ANY OTHER CLAIM TO THE EXTENT OF DESIGN/BUILDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 7.9. Survival of Obligations. With respect to acts, omissions or incidents occurring prior to completion of the Project and/or termination of this Agreement, the Parties' respective rights and obligations pursuant to this Article 7 shall survive completion of the Project and/or termination of this Agreement for the applicable statute of limitations.

ARTICLE 8

MISCELLANEOUS

Section 8.1. Relationship of the Parties. Design/Builder is, for any and all purposes of or related to this Agreement, an independent contractor to Public Agency. In no event shall Design/Builder or any of its Subcontractors, or any officer, employee or agent of either, be deemed or construed to be an officer, employee or agent of Public Agency on account of this Agreement. Nothing herein shall be deemed to establish a relationship of principal and agent between Design/Builder and Public Agency, or any of their respective agents or employees, and neither this Agreement nor any of the Contract Documents may be construed as creating any form of legal association or arrangement that would impose liability upon one Party for the act or failure to act of the other Party.

Section 8.2. Taxes. The Project Fee shall be deemed and construed to include compensation to Design/Builder for any and all duties, sale, use, excise or other similar taxes required by federal, state or local laws in effect as of the Effective Date or promulgated thereafter and payable in connection with the Project.

Section 8.3. Project Records. Design/Builder shall keep and maintain all such books and records as are necessary for proper administration and performance of the Agreement and/or as are required by law and/or this Agreement to be maintained (to the extent exclusively related to the performance of the Agreement, “Project Records”), including, but not limited to, plans and specifications, Change Orders, submittals, cut-sheets, projected energy-savings calculations, requests for information, written notices, permits, testing and inspection reports, and safety records. Pursuant to Government Code Section 8546.7, the California State Auditor has the right, for a period of three years after final payment is made under this Agreement, to examine and audit this Agreement at the request of Public Agency or as part of any audit of Public Agency. To the extent required by Government Code Section 8546.7 during such three-year period, Design/Builder shall allow the California State Auditor and Public Agency to examine and/or audit this Agreement and the relevant Project Records at Design/Builder’s offices during normal business hours and upon reasonable advanced notice.

Section 8.4. Ownership and Use of Documents. Any and all conceptual, preliminary, working, and final documents (both originals and reproductions), presentations, computations, analyses, and other documents, in whatever format or storage medium, that have been obtained or prepared for Public Agency by Design/Builder pursuant to this Agreement and that have been paid for by Public Agency in accordance with this Agreement (each a “Project Document”) shall be deemed and construed to be and remain the property of Public Agency. Assuming Public Agency has paid in full for the Project Documents, Public Agency shall have the unconditional right to use the Project Documents, for their intended purposes and, at Public Agency's sole discretion, for any other purpose, with no additional compensation due to Design/Builder. Except as expressly agreed in writing, Public Agency shall not be required to employ Design/Builder in connection with any future use of the Project Documents. However, notwithstanding anything to the contrary, Public Agency acknowledges and agrees that the Project Documents are prepared with the expectation and intent that the Project is to be performed and completed by or on behalf Design/Builder; in the event Public Agency terminates this Agreement pursuant to Section 1.4.1, Public Agency acknowledges and agrees that the Project Documents are not intended to be, and shall not be, relied upon by Public Agency or any third party in performing or completing any aspect of the Project. Public Agency shall indemnify and hold Design/Builder harmless for any liabilities caused by Public Agency’s use of the Project Documents other than in connection with Design/Builder’s completion of the Project.

Section 8.5. Intellectual Property Rights. Nothing in this Agreement shall be deemed or construed to result in Public Agency acquiring any interest or rights in any intellectual property owned, possessed or developed by Design/Builder or any third parties (“Design/Builder Intellectual Property”), including without limitation any Design/Builder Intellectual Property in or underlying the Project Documents. However,

Design/Builder hereby grants Public Agency a perpetual, paid-up, worldwide license to make use of Design/Builder Intellectual Property to the extent that such Design/Builder Intellectual Property is necessary for the proper use, operation and/or maintenance of the Project Documents and/or any other products, services or deliverables provided by Design/Builder pursuant to this Agreement. Design/Builder shall indemnify, defend and hold harmless Public Agency and Public Agency Agents for any infringement of third-party intellectual property rights caused by Design/Builder or any of its Subcontractors in connection with this Agreement.

Section 8.6. Force Majeure. Notwithstanding anything to the contrary, Design/Builder shall not be held responsible (whether by actual or liquidated damages, termination for default, or otherwise) for any delay or non-performance that is caused by circumstances beyond Design/Builder's reasonable control (such as, for example, acts of God or the public enemy, acts of Governmental Authorities, fires, floods, epidemics and/or pandemics, quarantine restrictions, strikes, unusually severe weather, unusually severe shortages in the available supply of materials or equipment needed for performance of the Work, Unforeseen Site Conditions, and delays of common carriers). In the event that Design/Builder's performance hereunder is impacted by such force majeure circumstances, then upon Design/Builder's reasonable request (with appropriate supporting documentation), the Parties shall execute a Change Order reflecting such equitable changes to this Agreement as may be necessary or appropriate under the circumstances.

Section 8.7. Export Control. The products, software, services, information, other deliverables and/or the technologies embedded therein (hereinafter referred to as "*Deliverables*") provided by Design/Builder under this Agreement contain or may contain components and/or technologies from the United States of America ("*US*"), the European Union ("*EU*") and/or other nations. Public Agency acknowledges and agrees that the assignment and/or usage of Deliverables under this Agreement shall fully comply with applicable US, EU and other national and international export control laws and/or regulations. Unless any applicable export licenses have been obtained from the relevant authority and the Design/Builder has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party (including without limitation to any individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Public Agency also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, and/or nuclear weapons delivery systems, nor will they be used in any design, development, production or use for any weapons (which may include, without limitation, chemical, biological or nuclear weapons). If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Design/Builder from fulfilling any order, or would in Design/Builder's judgment otherwise expose Design/Builder to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Design/Builder shall be excused from all obligations under such order and/or this Agreement.

Section 8.8. Ethics and Compliance with Laws. Each Party shall comply in all respects with all Applicable Law governing the duties, obligations, and business practices of that Party. Neither Party shall take any action in violation of any Applicable Law that could result in liability being imposed on the other Party. In the event Public Agency has concerns related to ethics, compliance or Design/Builder's Principles of Responsibility, and/or any potential violations of these policies, Public Agency is welcome to make use of Design/Builder's GreenLine. The GreenLine is Design/Builder's global helpline for external stakeholders. It is a confidential channel through which Public Agencies can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>

Section 8.9. Cybersecurity.

8.9.1. Public Agency's Obligations for Its Systems. Public Agency is solely responsible for the implementation and maintenance of a comprehensive security program ("*Security Program*") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "*Systems*"), including those Systems on which it runs the Deliverables provided by Design/Builder, against Cyber Threats. "*Cyber Threat*" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Public Agency's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Public Agency's Systems, including through malware, hacking, or similar attacks. Without limiting the foregoing, Public Agency shall at a minimum:

- (i) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Public Agency's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Public Agency's Systems or Public Agency's industry;
- (ii) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Design/Builder's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Public Agency;
- (iii) regularly monitor its Systems for possible Cyber Threats;
- (iv) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (v) meet the recommendations of Design/Builder's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Design/Builder from time to time, and then-current industry standards.

8.9.2. Public Agency's Use of the Deliverables. Design/Builder may release Updates and Patches for its Deliverables from time to time. Public Agency shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with Design/Builder's installation instructions and using the latest version of the Deliverables, where applicable. An "*Update*" means any software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable, but does not contain significant new features. A "*Patch*" is an Update that fixes a vulnerability in a Deliverable. Public Agency understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or Public Agency's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Design/Builder shall not be liable or responsible for any losses or damages that may result.

8.9.3. Identification of Cyber Threats. If Public Agency identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which Design/Builder has not released a Patch, Public Agency shall promptly notify Design/Builder of such vulnerability or other Cyber Threat(s) via the Design/Builder Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#PublicAgencies>) and further provide Design/Builder with any reasonably requested information relating to such vulnerability (collectively, "*Feedback*"). Design/Builder shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its Public Agencies, and to otherwise modify its Deliverables, in any manner without restrictions, and without any

obligation of attribution or compensation to Public Agency; provided, however, Design/Builder shall not publicly disclose Public Agency's name in connection with such use or the Feedback (unless Public Agency consents otherwise). By submitting Feedback, Public Agency represents and warrants to Design/Builder that Public Agency has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Design/Builder described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

Section 8.10. Notices.

Section 8.11. General Requirements. Any and all demands and notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Section 8.10.

Section 8.12. Methods of Delivery. Each Notice must be sent via: (i) personal delivery, with the name and signature of the recipient obtained upon delivery; (ii) registered or certified United States mail, with postage prepaid and return receipt requested; (iii) FedEx, U.P.S. or other reliable, private delivery service, with the name and signature of the recipient obtained upon delivery; or (iv) electronic mail, with the reference line indicating that it is a "Notice Pursuant to Agreement for Turnkey Design and Construction Services", with confirmation of transmission from the sender's machine or device retained in the sender's files (a copy of which shall be provided to the recipient upon request), and with the original Notice deposited for delivery pursuant to clauses (ii) or (iii) above within 12 hours after electronic transmission. Neither Party may unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed as a material breach of such Party's obligations pursuant to this Agreement.

Section 8.13. Effect of Receipt. A Notice shall be deemed given or served only upon actual receipt by the addressee. In the case of electronic mail, "actual receipt" must be confirmed by a "Read Receipt" or other confirmation of receipt by the recipient. Notwithstanding the foregoing, if any Notice (including, without limitation, any Notice sent by electronic mail) is delivered after 4:00 p.m. on any weekday, on a weekend (Saturday or Sunday), on any federal or State of California holiday, or on any Public Agency furlough day mandated by the State of California or the Governing Body, the Notice shall be deemed to have been given or served as of 9:00a.m. on the next business day.

Section 8.14. Applicability of Notice Requirements. The requirements of this Section 8.10 shall not be deemed or construed to apply to: (i) communications between Public Agency and/or Design/Builder necessary for day-to-day administration of this Agreement or performance of the Project; or (ii) service of process in accordance with any Applicable Law or court rule.

Section 8.15. Contact Information; Changes. Notice must be addressed and delivered to a Party at the address set forth below, with attention to such Party's representative named below. A Party must give Notice, in accordance with this Section 8.10, of each change in such Party's address, person to whom attention should be directed, or e-mail address. If any such information applicable to a Party changes and such Party does not give Notice of such change, any subsequent Notices addressed and delivered based on such Party's prior contact information shall be deemed and construed to have been properly given or served in accordance with this Section 8.10, regardless of whether "actual receipt" has occurred.

Public Agency:
Pasadena Unified School District
351 S Hudson Ave.

Pasadena, CA 91109
Attention: Dr. Leslie Barnes

Design/Builder:

Schneider Electric Buildings Americas Inc.
1650 West Crosby Rd
Carrollton, TX 75006
Attention: Tammy Fulop

Section 8.16. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law, regardless of any conflict-of-laws provisions applicable in California or any other jurisdiction.

Section 8.17. Dispute Resolution. To the extent allowed by Applicable Law, any controversy or claim arising out of or relating to this Agreement or the Contract Documents, or any breach thereof, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceeding location shall be in the county in which the Project is located.

Section 8.18. Interpretation of Agreement.

Section 8.19. Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

Section 8.20. Headings and Captions. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of any Article, Section or other provision herein.

Section 8.21. Applicable Law Deemed Included. Each and every provision required by any Applicable Law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any Applicable Law is not expressly included herein, or is not correctly included herein, then, upon request of either Public Agency or Design/Builder, the Parties shall amend this Agreement to include or incorporate, or to correctly include or incorporate, such provision.

Section 8.22. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable as written, such provision shall be construed consistent with and to the fullest extent permitted under Applicable Law, and any such determination shall not affect or impair the validity, legality and enforceability of the remaining provisions.

Section 8.23. Entire Agreement. This Agreement, together with the Contract Documents, constitutes the entire understanding and agreement between the Parties pertaining to the performance by Design/Builder of the services required by this Agreement, and all prior and contemporaneous agreements, representations and understandings of the Parties relating to such subject matter, whether oral or written, are hereby superseded and replaced.

Section 8.24. Modifications of Agreement. This Agreement may be amended or otherwise modified only by means of a written instrument duly approved, signed, and delivered by both Parties.

Section 8.25. Waiver. A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, a Party's failure to require performance of any requirement of this Agreement shall not, in any manner, affect the Party's right to enforce the same or any other provision of this Agreement at a later time.

Section 8.26. Successors and Assigns. Neither Party may assign this Agreement without the express written consent of the other Party, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

Section 8.27. Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action or other proceeding by any third party.

Section 8.28. Agreement is Public Record. Subject to any legally permissible exceptions, this Agreement is a public record which Public Agency may disclose in accordance with California law.

Section 8.29. Execution of Agreement.

Section 8.30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties.

Section 8.31. Due Authority of Signatories. Each person signing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the Party he or she represents to *execute*, and thereby bind such Party *to*, this Agreement.

In Witness Whereof, the Parties have executed this Agreement as evidenced by the signatures of their authorized representatives below.

Pasadena Unified School District

Schneider Electric Buildings Americas, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

Fed. Tax ID No: _____

Exhibit A
Scope of Work - Design Phase of the Project

1. Responsibilities

Public Agency Will:

- A. Provide Design/Builder with all such access, knowledge and history as may be relevant to Design/Builder's analysis and/or design, including, without limitation:
 - (i) access to Public Agency's Facilities, systems and equipment, including remote network access, as necessary or appropriate to facilitate Design/Builder's analysis and design (i.e. enabling Design/Builder to take equipment inventory, determine operating schedules, evaluate known operational deficiencies, perform an energy efficiency analysis, measure actual energy use, etc.);
 - (ii) access to key personnel to discuss operating requirements, maintenance practices, and other information relevant to Design/Builder's analysis;
 - (iii) information relating to any and all known or suspected deficiencies, defects and malfunctions of or affecting the Facilities, systems, equipment and components thereof;
 - (iv) information relating to any site conditions that should be considered in planning and executing the construction services;
 - (v) twenty-six (26) months of electric, gas, and water data, including utility billings on meters for all premises owned by Public Agency; and
 - (vi) access to copies or loans of such documentation as may be relevant to Design/Builder's analysis, including, as applicable and without limitation, Facility plans, equipment lists, and/or other utility invoices.
- B. Meet with Design/Builder to establish Project criteria and make Project decisions in a timely manner.
- C. Promptly inform Design/Builder if at any point Public Agency becomes aware of any portions of scope that will not be included or funding that will not be available for final Project implementation.

Design/Builder Will:

- A. Conduct a Project programming meeting, Facility walk-through(s) and personnel interview(s) to gain an understanding of Facility operations, concerns, needs, and desired performance criteria.
- B. Work with Public Agency to refine performance requirements, financial criteria, and Project scope.
- C. Provide Public Agency a water, energy, revenue, and cost savings analysis demonstrating the simple ROI effect of project finances and operations.
- D. Provide Public Agency a Net Present Value lifecycle financial analysis cash flow.
- E. Provide a water and energy analysis report sufficient to demonstrate that the anticipated cost to Public Agency of the recommended project developed will be less than the anticipated marginal cost to Public Agency of thermal, electrical, or other energy that would have been consumed by Public Agency in the absence of the Project in accordance with Government Code section 4217.10 *et seq.*
- F. Investigate opportunities to assist with Facility Master Plan
- G. Provide Public Agency with a Project Proposal setting forth the following:
 - (i) Proposed Scope of Construction Work
 - (ii) Proposed Preliminary Construction Schedule
 - (iii) Proposed lump-sum Construction Fee

2. Phases of Design

The Design Scope of Work shall consist of two phases: Conceptual Development (Up to Mid-Term Design Meeting) and Design Development (up to Design Completion Meeting).

A. Conceptual Development (Project Scoping)

- i. At the Mid-term meeting, Design/Builder shall demonstrate for Public Agency whether recommended improvement measures are viable and whether financial benefits (including grants) can be derived by their implementation in an amount sufficient to cover costs associated with the Project.
- ii. Scope of work includes a description of the Energy Conservation Measures (ECM), Energy Generation Measures (EGM) and/or Facility Improvement Measures (FIM), a clear understanding of grant criteria and estimated probability of securing grants, calculation of energy and operational savings, and preliminary costs for the construction of the scope.

B. Design Development (Design Completion)

- (i) At the Design Completion Meeting, Design/Builder shall provide Public Agency with a Project Proposal setting forth:
 - A proposed final Scope of Construction Work (detailing any included ECMs, EGMs and/or FIMs);
 - A proposed Preliminary Construction Schedule;
 - The proposed Project Fee.

3. Facilities Included

The Design Services will be performed in Public Agency's following facilities. Any additional facilities to be added in the future must be by mutual agreement between Public Agency and Design/Builder:

Facilities
Altadena Elementary
Blair High
Burbank ES/Stratford School
Charles W. Eliot Middle
Cleveland Elementary
Alma Fuerte Charter School
Daniel Webster
Don Benito Fundamental

Field (Eugene) Elementary
Audobon Elementary – Odyssey Charter School
Franklin Elementary
Hamilton Elementary
Jackson Elementary
Jefferson Elementary
John Muir High
Longfellow (Henry W.) Elementary
Madison Elementary
Marshall Fundamental
McKinley
Norma Coombs Elementary
Pasadena High
Loma Alta – Pasadena Rosebud Academy
PUSD District Office
Edison Elementary – Odyssey Charter School - South
Roosevelt
San Rafael Elementary
Sierra Madre Elementary
Sierra Madre Middle
Washington Children's Center (Pre-K)
Washington Elementary
Octavia E. Butler Magnet
Willard Elementary
Woodrow Wilson Middle

Exhibit B

Preliminary Schedule – Design Phase of the Project

Following is the preliminary schedule for the Design Phase. A firm development schedule will be developed and presented for acceptance by Public Agency once Design/Builder has discussed development requirements and timing with Public Agency.

Item	Target Schedule
Public Agency approves selection of Design/Builder and to move forward with Project at regularly scheduled Board Meeting	September 22 nd , 2022
Public Agency signs Agreement for Turnkey Design and Construction Energy Services authorizing Design/Builder to proceed with design services	Late September 2022
Public Agency provides complete utility information, building plans, etc.	Early October 2022
Design/Builder and Public Agency conduct a Kick-Off Meeting	Early October 2022
Mid-term Meeting (Preliminary scope of Work, budgetary costs, budgetary savings, and probability review and other financing options)	December 2022
Design Completion Meeting	February 2023
Technical, Environmental and Financial Grant Packages Submitted	February 2023
Public Agency and Design/Builder complete negotiations of construction services scope and pricing and iron out all details for the Council package.	Late February 2023
Public Agency posts public notice 2 weeks prior to Council Meeting of approving going forward with the Construction Phase	Early March 2023
Public Agency approves resolution authorizing of Construction Amendment at regularly scheduled board meeting.	Late March 2023
Construction Amendment is executed and serves as NTP allowing Design/Builder to proceed with the Construction Work.	TBD
A construction kick-off meeting is held to prepare for the Construction Phase.	TBD

EXHIBIT C
Design Fee

Design Fee:

The “Design Fee” shall be: \$ 95,000.

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

Topic: APPROVAL OF CONTRACT RC1235:22:23 WITH APPLE FOR PURCHASE AGREEMENT FOR STAFF DEVICE REFRESH

RECOMMENDATION: The Governing Board of Education of the Pasadena Unified School District approve contract RC1235:22:23 for the Apple Purchase Agreement for Staff Device Refresh.

Anticipated Effect on Student Outcomes: To provide staff, students, and community members with the technological knowledge and resources necessary to attain their educational and operational goals in a safe digital environment for all to explore, create, share, and learn.

I. BACKGROUND

For the past two decades, PUSD school sites have been responsible for purchasing computers to support the needs of their staff. The past years of budget cuts have forced staff to spend funds in other areas to support teacher and student needs. This has left PUSD with an antiquated computer fleet with devices as old as 12 years. Our aging fleet has left staff with longer downtimes, device failure, and greater security risks from devices not being able to run up to date operating systems with need security patches.

II. STAFF ANALYSIS

It is recommended that the Board approve the purchase of devices as referenced on Apple quote #2211353132, piggybackable contract #4060, P-13 18/19, to replace existing staff devices. The Staff Device Refresh Project is an ITS run project that will provide brand new devices to district staff as part of the voter approved Education Technology Bond.

Attachments: Apple quote #2211353132
Piggybackable contract #4060, P-13 18/19

III. FISCAL IMPACT

This Staff Device Refresh is part of the voter-approved Measure O Education Technology Bond. The purchase price for these devices is \$1,506,685.79.

Pasadena Unified School District

Board of Education Agenda:

September 15, 2022

Submitted by: _____
Tendaji Jamal, Chief Information Technology Officer

Funding title/code:

Name: Measure O Ed Tech

String: 21.2-97091.0-00000-85000-4410-0000165

Approved:

Brian O. McDonald, Ed.D.
Superintendent

Originated by: Tendaji Jamal, Chief Information Technology Officer



(v8Jun2016)

Amendment to the Education/State & Local Government Purchase Agreement

This amendment ("Amendment") amends the Education/State & Local Government Purchase Agreement ("Agreement") entered into by and between Apple Inc., located at One Apple Park Way, Cupertino, California 95014 ("Apple") and:

Company Legal Name ("Customer"): GLENDALE UNIFIED SCHOOL DISTRICT

DBA Name: GLENDALE UNIFIED SCHOOL DISTRICT

Address: 223 N JACKSON ST, GLENDALE, CA, 91206-4334, United States of America

Capitalized terms used but not defined in this Amendment have the meanings set forth in the Agreement.

In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will prevail.

The Parties hereby agree to amend the Agreement as follows:


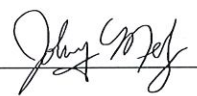
1. Extension of Agreement Term

The Term is hereby extended to October 15, 2022, unless otherwise terminated in accordance with the terms of the Agreement.

2. Effect of Amendment to Agreement

Except as set forth in this Amendment, the Agreement shall continue in full force and effect in accordance with its terms.

The duly authorized representatives of the Parties execute this Amendment as of the Effective Date stated below.

Customer	Apple Inc.
SIGNATURE: 	SIGNATURE: 
PRINT NAME: Stephen Dickinson	PRINT NAME: Johnny Mendoza
PRINT TITLE: CBO	PRINT TITLE: Project Coordinator
DATE: 9-2-2021	EFFECTIVE DATE: 09/02/2021

Apple Inc. Education Price Quote

Customer:	Karen Bagdasaryan PASADENA USD Phone: 6263963699 email: bagdasaryan.karen@pusd.us	Apple Inc:	Edgar Espina One Apple Park Way Cupertino, CA 95014 email: eespina@apple.com
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Apple Quote: 2211353132

Quote Date: Tuesday, August 09, 2022

Quote Valid Until: Thursday, September 08, 2022

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	14-inch MacBook Pro – Space Gray Part Number Z15G Configuration: <ul style="list-style-type: none">065-CCVH M1 Pro with 10C CPU, 16C GPU065-CCVW 32GB unified memory065-CCVY 512GB SSD storage065-CCW9 96W USB-C Power Adapter065-CCWF Three Thunderbolt 4 ports, HDMI port, SDXC card slot, MagSafe 3 port065-CCWH 14-inch Liquid Retina XDR display065-CD3P None065-CCYN Backlit Magic Keyboard with Touch ID – US English065-CCYQ COUNTRY KIT	531	\$2,479.00	\$198.32	\$2,280.68	\$1,211,041.08
2	4-Year AppleCare+ for Schools – 14-inch MacBook Pro (no service fees) Part Number SD6P2LL/A	531	\$319.00	\$0.00	\$319.00	\$169,389.00

Extended EDU List Price Total \$1,485,738.00

Total Discount \$105,307.92

Extended Discounted Price Subtotal \$1,380,430.08

– eWaste Fee / Recycling Fee \$2,124.00

– Additional Tax \$0.00

– Estimated Tax \$124,131.71

– Total Tax \$124,131.71

Extended Discounted Total Price* \$1,506,685.79

*In most cases Extended discounted Total price does not include Sales Tax
*If applicable, eWaste/Recycling Fees are included.
Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2211353132. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
- APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Thursday, September 08, 2022 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
- APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 2242997
Opportunity ID: 18000007955240
<https://ecommerce.apple.com>
Fax:

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

Topic: APPROVAL OF CONTRACT RC1234:22:23 WITH DELL FOR PURCHASE AGREEMENT FOR STAFF DEVICE REFRESH

RECOMMENDATION: The Governing Board of Education of the Pasadena Unified School District approve contract RC1234:22:23 for the Dell Purchase Agreement for Staff Device Refresh.

Anticipated Effect on Student Outcomes: To provide staff, students, and community members with the technological knowledge and resources necessary to reach their educational and operational goals in a safe digital environment for all to explore, create, share, and ultimately learn.

I. BACKGROUND

For the past two decades, PUSD school sites have managed the purchasing of computers to support the needs of their staff. The past years of budget cuts have forced staff to spend funds in other areas to support teacher and student needs. This has left PUSD with an antiquated computer fleet with devices as old as 12 years. Our aging fleet has left staff with longer downtimes, device failure, and greater security risks from devices not being able to run up to date operating systems with need security patches.

II. STAFF ANALYSIS

It is recommended that the Board approve the purchase of devices as referenced on the Dell quote, piggybackable contract # C000000181156, customer agreement # MNWNC-108/7157034003, to replace existing staff devices. The Staff Device Refresh Project is an ITS run project that will supply brand new devices to district staff as part of the voter approved Education Technology Bond.

Attachments: Dell Quote 30000129487139.1
Dell Financial Services 4 Year Proposal
Dell Financial Services Exhibit A
Dell Financial Services Amortization Schedule Exhibit B
Form 8038

III. FISCAL IMPACT

The purchase price for these devices is \$5,730,341.71 plus finance charges of \$346,800.28 for a total cost of \$6,077,141.99. Pasadena Unified School District will be invoiced \$1,519,285.50 at the beginning of each fiscal year for 4 years. This Staff Device Refresh is part of the voter-approved Measure O Education Technology Bond. Funds in the amount not to exceed \$ 6,077,141.99 will be provided upon approval of this agreement.

Pasadena Unified School District
Board of Education Agenda:
September 15, 2022
Submitted by: _____
Tendaji Jamal, Chief Information Technology Officer

Funding title/code:
Name: Measure O Ed Tech
String: 21.2-97091.0-00000-85000-4410-0000165

Approved:

Brian O. McDonald, Ed.D.
Superintendent

Originated by: Tendaji Jamal, Chief Information Technology Officer

NOTICE

IRS 8038-G & 8038-GC FILINGS

The Internal Revenue Service (IRS) now requires that all 8038 filings, prepared by a third party, be executed by the third party as the “Preparer”.

Additionally, the IRS does not allow the Preparer to execute the Filing until after the Lease is fully executed.

Accordingly, please execute the Lease Schedule first, then execute your 8038 filing after that, returning both documents to us. By returning both fully executed documents to us, you represent that you executed the 8038 only after your Lease Schedule was fully in effect and executed.

Please contact your Lease Representative should you have any questions or concerns.

Prepared For:

Pasadena Unified School District

8/22/2022

Thank you for giving Dell Financial Services L.L.C. (“DFS”) the opportunity to provide a technology financing solution.

Enclosed is a financing proposal for your new technology needs.

We look forward to discussing this opportunity in further detail with you.

Term	48
Option	Finance
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	4
	Payments
0.26513	\$1,020,574.45
0.26513	\$377,701.28
	\$0.00
0.26513	\$4,769.95
0.26513	\$116,239.81
Annual Payment:	\$1,519,285.50
4 Year Total Payments:	\$6,077,141.99

Proposal Expiration Date:

9/22/2022

*** 3.99% Promotional Rate. Expires 10-28-22**

*Tax can be Expensed if you'd like

PLEASE NOTE:

Personal Property Taxes (PPT) will not apply to this lease. Payments include estimated CA Sales taxes, subject to validation.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change.

End of Term Options:

Finance Lease Purchase:

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Agreed to & Accepted

Signature: _____

Name: _____

Title: _____

Federal Tax ID # _____

JP LaBarrie

Financial Services Rep - Public - Southwest

Dell | Financial Services | C: (949) 395-4844; jp.labarrie@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000129487139.1	Sales Rep	Catherine Weber
Total	\$5,730,341.71	Phone	(800) 456-3355, 6180424
Customer #	83197204	Email	Catherine_L_Weber@Dell.com
Quoted On	Aug. 18, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 02, 2022		PASADENA USD
Contract Name	Dell NASPO Computer Equipment PA - California		351 S HUDSON AVE
Contract Code	C000000181156		PASADENA, CA 91109
Customer Agreement #	MNWNC-108/7157034003		
Deal ID	22804000		

Message from your Sales Rep

To place Order for this Quote, go to www.dell.com/account > Login > Quotes > enter in Quote Number to CHECKOUT

Regards,
Catherine Weber

Additional Comments

*

Custom Fields:

End User Contact Name: NA
End User Contact Phone: NA
End User Site Name: NA
End User Site Address: NA
Image to Install: NO Image
Site or Department: NA
Purchase Order Tracking: NA
Image Type: NA

Shipping Group

Shipping To

RUDY PEREZ AREY JONES
PASADENA USD
5729 S MAYWOOD AVE
MAYWOOD, CA 90270
(213) 321-0377

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	\$329.99	2235	\$737,527.65
Dell 24 Video Conferencing Monitor - C2423H, 60.47cm (23.8")	\$269.99	2235	\$603,427.65
Mobile Precision 5470	\$2,259.00	1704	\$3,849,336.00
Dell Wired Keyboard and Mouse - KM300C	\$37.42	2235	\$83,633.70
Subtotal:			\$5,273,925.00
Shipping:			\$0.00
Environmental Fee:			\$17,991.00
Non-Taxable Amount:			\$676,910.76
Taxable Amount:			\$4,615,005.24
Estimated Tax:			\$438,425.71
Total:			\$5,730,341.71

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To	Shipping Method
RUDY PEREZ AREY JONES PASADENA USD 5729 S MAYWOOD AVE MAYWOOD, CA 90270 (213) 321-0377	Standard Delivery

		Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	\$329.99	2235	\$737,527.65
Estimated delivery if purchased today: Sep. 20, 2022 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock - WD22TB4	210-BDQH	-	2235	-
Advanced Exchange Service, 3 Years	872-8550	-	2235	-
Dell Limited Hardware Warranty	872-8557	-	2235	-

		Quantity	Subtotal
Dell 24 Video Conferencing Monitor - C2423H, 60.47cm (23.8")	\$269.99	2235	\$603,427.65
Estimated delivery if purchased today: Aug. 29, 2022 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003			

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Video Conferencing Monitor - C2423H, 60.47cm (23.8")	210-BDRM	-	2235	-
Dell Limited Hardware Warranty	814-5380	-	2235	-
Advanced Exchange Service, 3 Years	814-5381	-	2235	-

		Quantity	Subtotal
Mobile Precision 5470	\$2,259.00	1704	\$3,849,336.00
Estimated delivery if purchased today: Sep. 13, 2022 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Precision 5470 CTO	210-BDXD	-	1704	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	1704	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1704	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1704	-
Intel Core I7-12800H vPro with NVIDIA RTX A1000 4GB Graphics and 32G memory	329-BGYL	-	1704	-
NVIDIA RTX A1000 4GB Graphics	490-BHNQ	-	1704	-
Intel vPro Technology Enabled	389-EDUF	-	1704	-
14" FHD+ Non-touch, 1920 x 1200, 60Hz, 500 nits WLED, 100% sRGB, Low Blue Light, IR Camera and Mic	391-BGRZ	-	1704	-
HD/IR Camera, ExpressSign-In, No Camera Shutter, Mic	319-BBIR	-	1704	-
32GB, 5200MHz, DDR5, NECC	370-AGZW	-	1704	-
M.2 2280 512 GB, Gen 4 PCIe x4 NVMe, Solid State Drive	400-BMPR	-	1704	-

US English Backlit Keyboard	583-BJDC	-	1704	-
Security Bottom door for smart card and NFC configs	354-BBEX	-	1704	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6E (WiFi 802.11ax), Bluetooth 5.2	555-BHPM	-	1704	-
72WHR, 4Cell, BYD Battery	451-BCXM	-	1704	-
130W Type C Power Adapter	492-BDGH	-	1704	-
ENERGY STAR Qualified	387-BBLW	-	1704	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1704	-
Quick Setup Guide for Mobile Precision 5470	340-CZYI	-	1704	-
Wireless Intel AX211 WLAN Driver	555-BHWP	-	1704	-
E5 Power Cord 1M US	537-BBDK	-	1704	-
Packaging for NVIDIA Graphics + 130W Adapter with US Power Cord	340-DBUO	-	1704	-
USB Type-C to USB Type-A/HDMI Dongle, Black	470-AFIR	-	1704	-
Custom Configuration	817-BBBB	-	1704	-
Regulatory Label included	389-BEYY	-	1704	-
Intel Gen 12 CPU label for Core i7 vPro enable	340-CYNX	-	1704	-
SupportAssist	525-BBCL	-	1704	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1704	-
Dell Optimizer for Precision	640-BBSC	-	1704	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1704	-
Waves Maxx Audio	658-BBRB	-	1704	-
Dell Power Manager	658-BDVK	-	1704	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1704	-
Dell Limited Hardware Warranty Plus Service	804-9773	-	1704	-
ProSupport Plus: Accidental Damage Service, 4 Years	804-9838	-	1704	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	804-9839	-	1704	-
ProSupport Plus: 7x24 Technical Support, 4 Years	804-9840	-	1704	-
ProSupport Plus: Next Business Day Onsite, 4 Years	804-9841	-	1704	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1704	-
Ready Image for Client PC	365-8303	-	1704	-
CFI,Information,WIN 10 PRO,64BIT,Original Equipment Mfr.,Factory Install	378-2291	-	1704	-
CFI,Information,IMAGE IS WIN10 64BIT,Factory Install	378-7743	-	1704	-
CFI,INFO,WIN10,UPDT,21H2.Factory Install	382-3032	-	1704	-
CFI,INFO,LANG,ENGLISH,US,Factory Install	382-1755	-	1704	-

			Quantity	Subtotal
Dell Wired Keyboard and Mouse - KM300C	\$37.42	2235		\$83,633.70

Estimated delivery if purchased today:
Aug. 29, 2022
Contract # C000000181156
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
-------------	-----	------------	----------	----------

Subtotal:	\$5,273,925.00
Shipping:	\$0.00
Environmental Fee:	\$17,991.00
Estimated Tax:	\$438,425.71
<hr/>	
Total:	\$5,730,341.71

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Prepared For:

Pasadena Unified School District

8/24/2022

Thank you for giving Dell Financial Services L.L.C. (“DFS”) the opportunity to provide a technology financing solution.

Enclosed is a financing proposal for your new technology needs.

We look forward to discussing this opportunity in further detail with you.

Term	48
Option	Finance
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

Dell Quote Numbers	Summary Product Description	Product Price	Qty	Extended Price	Rate Factor	4 Payments
3000129487139	Dell Mobile Precision 5470's	\$2,259.00	1704	\$3,849,336.00	0.26513	\$1,020,574.45
3000129487139	Dell Thunderbolt Docks-WD22TB4, 24" video conferencing monitors, keyboards and mice	varies, average of all three	2235	\$1,424,589.00	0.26513	\$377,701.28
	Product & Services Price:			\$5,273,925.00		\$0.00
	Environmental Fee:			\$17,991.00	0.26513	\$4,769.95
	Estimated Sales Tax:			\$438,425.71	0.26513	\$116,239.81
	Total Solution Total:			\$5,730,341.71	Annual Payment:	\$1,519,285.50
					4 Year Total Payments:	\$6,077,141.99

Proposal Expiration Date:

9/24/2022

* Pending PUSD's Financial Statements Review

*** 3.99% Promotional Rate. Expires 10-28-22**

*Tax can be Expensed if you'd like

PLEASE NOTE:

Personal Property Taxes (PPT) will not apply to this lease. Payments include estimated CA Sales taxes, subject to validation.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change.

End of Term Options:

Finance Lease Purchase:

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Agreed to & Accepted

Signature: _____

Name: _____

Title: _____

Federal Tax ID # _____

JP LaBarrie

Financial Services Rep - Public - Southwest

Dell | Financial Services | C: (949) 395-4844; jp.labarrie@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

Dell Financial Services**PASADENA UNIFIED SCHOOL DISTRICT****Exhibit A / Quote 3000129487139****Lease Schedule 810-6741552-018**

Product	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	\$329.99	2235	\$737,527.65
Dell 24 Video Conferencing Monitor - C2423H, 60.47cm (23.8")	\$269.99	2235	\$603,427.65
Mobile Precision 5470	\$2,259.00	1704	\$3,849,336.00
Dell Wired Keyboard and Mouse - KM300C	\$37.42	2235	\$83,633.70
Subtotal:			\$5,273,925.00
Shipping:			\$0.00
Environmental Fee:			\$17,991.00
Non-Taxable Amount:			\$676,910.76
Taxable Amount:			\$4,615,005.24
Estimated Tax:			\$438,425.71
Total:			\$5,730,341.71

PASADENA UNIFIED SCHOOL DISTRICT
Amortization Schedule 810-6741552-018
Exhibit B

**DLED is DFS' Leased Equipment Discount applied directly to the Principal amount only, and is only available from DFS when a customer leases the Products with DFS.*

Commencement Date TBD

Total Financed Amount	\$5,730,341.71				
DLED*	(\$108,303.46)				
DUE DATE	PAYMENT #	PAYMENT AMOUNT	PRINCIPAL	INTEREST	UNPAID BALANCE
TBD	1	\$ 1,519,285.50	\$ 1,519,285.50	\$ -	\$ 4,557,856.50
TBD	2	\$ 1,519,285.50	\$ 1,295,686.96	\$ 223,598.54	\$ 3,038,571.00
TBD	3	\$ 1,519,285.50	\$ 1,366,301.43	\$ 152,984.07	\$ 1,519,285.50
TBD	4	\$ 1,519,285.50	\$ 1,440,764.36	\$ 78,521.14	\$ -



Dell Financial Services

**PASADENA UNIFIED SCHOOL DISTRICT
LEASE PURCHASE SCHEDULE NO. 810-6741552-018
TO MASTER LEASE AGREEMENT NO. 581229-30896**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 581229-30896 ("Agreement") DATED May 19, 2017 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND PASADENA UNIFIED SCHOOL DISTRICT ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: Dell Marketing L.P. One Dell Way Round Rock TX 78682

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'	TBD	48	TBD

Rent is payable: In Advance

Payment Period: Annual

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

PASADENA UNIFIED SCHOOL DISTRICT
"Lessee"

DELL FINANCIAL SERVICES L.L.C.
"Lessor"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Topic: AMENDMENT TO RATIFICATION OF A ONE-YEAR EXTENSION FOR
AWARD OF BID NO. 04 20/21 PROFESSIONAL RESOURCES FOR
TECHNOLOGY SERVICES TO THE KANAVEL GROUP.

RECOMMENDATION: The Board of Education approve the amendment to the ratification of a one-year extension for award of bid No. 04-20/21 Professional Resources for Technology Services to the Kanavel Group.

Anticipated Effect on Student Outcomes: To ensure that all students have the digital tools and reliable access to technology necessary for a successful remote learning experience.

I. BACKGROUND

On July 28, 2022, the Governing Board of the Pasadena Unified School District approved Board Report 11-B for the one-year extension of award of Bid No. 04-20/21, Professional Resourcing for Technology Services to The Kanavel Group.

II. STAFF ANALYSIS:

District staff recommends approving the amendment to the ratification of a one-year extension for award of bid no 04-20/21 to include the Statement of Work for Device Deployment dated August 22, 2022. In addition to The Kanavel Group providing technical support to PUSD including Tier 1 and Tier 2 Helpdesk support Engineers, Warehouse Technicians (Computer Repair Technicians, Solutions Architects, and a Sr. Project Manager, The Kanavel Group will also be managing new districtwide computer deployment. Approval of this contract will add needed staff to do all the logistics, software management, asset tagging, and inventory, and deployment of the 2235 laptops, monitors, docking stations, keyboard, and mice, as well as the removal of old workstations for district employees.

Attachments: The Kanavel Group SOW

III. FISCAL IMPACT:

This project is part of the voter-approved Measure O Bond. This revision will increase the total cost of the contract by \$301,725.00 for an overall total not to exceed \$1,341,325.00 Funds in the amount not to exceed \$301,725.00 will be provided upon approval of his agreement.

Pasadena Unified School District

Board of Education Agenda

September 18, 2022

Submitted by: _____

Tendaji Jamal, Chief Information Technology Officer

Funding title/code:

Name: Measure O Ed Tech

String: 21.2-97091.0-00000-85000-5850-0000165

Approved:

Brian O. McDonald, Ed.D.

Superintendent

Originator: Tendaji Jamal, Chief Information Technology Officer



PASADENA UNIFIED
Statement of Work
For Device Deployment
August 22, 2022

Executive Summary

Pasadena Unified asked TKG to develop a MDM implementation plan that meets their clients current needs and can scale to meet their future needs as the project moves forward.

Current Needs at Client:

Client is requesting resources to assist with the migration from Windows 7 to Windows 10 laptops across the district. TKG resources will help deploy and migrate 2235 laptops (1704 Windows 10, 531 MacBook) to district employees.

*This Statement of Work only pertains to the current needs listed above.

Requirements & Deliverables

The Kanavel Group requires the following from Pasadena Unified:

The Kanavel Group Responsibilities:

TKG will provide a desktop migration resources to create and execute a migration plan for Window 7 to Windows 10/MacIOS devices across the district. TKG will provide a team of resources and a project manager to assist Client in the configuration, deployment, migration support of new devices and ewasting of Windows 7 desktops and laptops. Client may require other technical resources during the life of the project that can be supplied by TKG.

TKG will assist with the creation of a multi-site migration plan to help deploy these resources inside the period defined by Client.

Phase Deployment:

Assessment – TKG Solution Architects will work with Client personnel over to assess the current state of the MDM device build requirements and other resources required by Client IT and stakeholders. Document and provide recommendations on how to re-align existing resources with Clients long term vision and goals.

Architecture Design – Provide recommendations on the resources Client needs to achieve its objectives in the timeframe provided. A detailed project plan and implementation schedule will be created outlining the deployment. Design may include recommendations on the acquisition and implementation of new hardware and software necessary to complete the project.

TKG Responsibilities:

TKG team will deliver this project on a time and expenses ("T&E") basis.

TKG will create a project plan and project schedule and determine the appropriate mix of technical and business resources necessary to implement the project. Client will define a reasonable site implementation schedule and will prioritize the list of sites when implementation conflicts arise.

TKG responsibilities include:

- Create configuration process for pre-deployment of new laptops
- Create site based migration plan for Windows laptops and MacBook's
- Configure and stage laptops for deployment to end users at district defined location
- Asset tag and inventory all new assets
 - Laptops
 - Docking stations
 - Monitors
- Execute site based deployment plan
 - Deploy laptops to end users at school sites as per the project plan
 - Migrate user data as available
 - Ensure users are able to log into new devices
 - Install new docking station for each device deployed
 - New keyboard
 - New mouse
 - New 1 24" Dell Display
 - Disconnect and dispose of existing equipment
 - Reconnect, install drivers for peripheral devices (USB headsets, wireless keyboards & mice, etc.)
 - Install applications for end users at their request or direct them to submit application request to the help desk
 - Confirm device and users enrollment into Intune environment
 - Remove old Windows 7 and Mac devices and pre-stage for E-waste
- Update PUSD stakeholders on migration progress and issues as they arise

OPTIONAL:

- Create and execute E-waste Plan
 - Stage devices for e-waste
 - Create and maintain a record all devices being disposed
 - Attain district approval for e-waste devices
 - Work with external companies for e-waste pickup
 - Attain and submit certificate of destruction for items that have been disposed of

Client Responsibilities:

Client will assign a Project Sponsor who:

- Is available to TKG personnel throughout the life of the project.
- Acts as an escalation point when the project manager cannot resolve conflicts.

Client will assign a Project manager who is:

- Responsible for all Client aspects of this Project.
- Authorized to make all decisions relative to the Project, including identification and assignment of Client resources.

-
- Available to TKG personnel throughout the Project's life.
 - Is authorized to sign Status Reports, approve consultant hours, and approve project changes.
 - Will coordinate all interviews or meeting schedules.
 - Will coordinate communication with Client site and organizational personnel.

Client will assign managers and other personnel, as appropriate, to work with TKG throughout the project's life. It is expected that the Client will engage and participate throughout the project lifecycle phases, e.g., analysis and design, implementation and testing. Project performance is predicated on the Client's staff. Delays in providing this staffing may lead to a Change Order, and result in additional cost and/or delay in completion of the Services.

Client will provide technical resources, as needed, with Domain Administrator level credentials to assist The Kanavel Group personnel in the build and configuration of the project components

Client will provide the location details, contacts and access for/to all Client sites determined in the project scope.

Client will review status or acceptance reports, as provided, and provides acceptance or feedback as specified.

Client will purchase or provide all hardware, software, licenses, staff, current maintenance contracts, and environments necessary for TKG to provide these Services.

Client will provide TKG personnel access to Client's building facilities, computer room facilities, systems, passwords, etc., as needed, during normal business hours as well as after hours, if needed.

Client will provide a suitable work area commensurate with the number of on-site TKG personnel. The work area will include desks, chairs, and telephones, and internet/TKG network access through a Virtual Private Network (VPN).

Client shall also be responsible for providing the The Kanavel Group personnel with access to all individuals and tools reasonably necessary for the The Kanavel Group personnel to perform the Services. Furthermore, it shall be Client's responsibility to obtain any and all consents from third parties required to permit and authorize such access, and Client shall indemnify The Kanavel Group against any claims arising out of Client's failure to obtain any such consent.

Client will perform any backups needed before changes are made and backup the target systems and work implemented by TKG.

Client will perform all entries and approval tracking for Client internal change management process.

Client is responsible for the accuracy, completeness, and the timely provision of all information provided by Client. If information is incomplete or incorrect, any delay and anything required to correct problems created by the use of such incomplete or inaccurate information will be treated as a Client requested Change Request to the statement of work and subject to the Change Order process outlined in the "Additional Provisions" section.

The Kanavel Group personnel shall observe the Client's reasonable policies regarding working conditions and business hours; to the extent such policies are made known to the Kanavel Group personnel.

If there are any material changes required or requested by the Client, the Change Order process set forth below will be followed.

Billing Estimates and Expenses

Project Item:	Quantity:	Rate:	Total:
Desktop Migration (per machine)	2,235	\$110	\$245,850
e-waste (per machine)	2,235	\$25	\$55,875
		Estimated Expenses:	\$301,725

The estimate is based on the terms and assumptions outlined in this Statement of Work. If there are any material changes required or requested by the Client, the Change Order process set forth below will be followed. All billable hours will be billed at a minimum of one hour. The Kanavel Group will invoice at end of the first full month of the project; invoices are due 15 days after invoice date.

Professional Fees

Kanavel Group will invoice 25% up front and then weekly as the project progresses. The above hours are an estimate. Final invoice will reflect the actual work effort for the project applied to the corresponding hourly rates.

Travel and Expense Policy

Changes required or requested by the Client, the Change Order process set forth below will be followed. All billable hours will be billed at a minimum of one hour.

Out of pocket expenses associated with the completion of the engagement will be billed at the actual amounts incurred. In the absence of being provided Client's travel expense policy, assigned personnel will follow the TKG travel policy. Out of pocket expenses include, but are not limited to, air and ground transportation, accommodations, food, mileage in excess of the normal commute to the TKG offices and other expenses of a similar nature.

Additional Provisions

Recruiting of Personnel

Client shall not actively recruit TKG personnel engaged in providing Client's services under this Agreement. In light of the considerable efforts and expenses required to recruit, train and maintain TKG personnel of the highest caliber, Client agrees not to hire or recruit TKG personnel involved in providing Services hereunder for the duration of this Agreement and for a period of one year following the conclusion of work, unless TKG provides Client with prior written consent. If Client hires or recruits any TKG personnel during the aforementioned period, and prior written authorization has not been obtained, Client shall pay a conversion fee equal to 250% of the then current annual salary of each TKG personnel converted in contradiction of this section.

Change Order Process

During the engagement, either party may request such additions, deletions, or modifications to the scope or nature of the Services described in this Statement of Work (all referred to hereinafter as "Changes"). Upon a request for a Change, TKG shall submit to Client TKG's standard Change Order form (or a form substantially similar to the attached) describing the Changes, including, as applicable, the impact of such Changes on services, schedule, fees and expenses. Within 5 days of receipt of the proposed Change Order, Client must indicate its written acceptance by signing the Change Order, or advise TKG to proceed with the original Services. In the absence of a Change Order, if TKG incurs additional work, at the request of, or with notice to Client, that is outside the scope of Services in this Statement of Work, Client shall compensate TKG at the same rates as those described under Fees & Expenses above.

Termination

After the first six months of the engagement, either party may request a review of the project and begin discussions around project termination. If either TKG or the Client should request that the project be terminated, 60 days written notice must be given and acknowledged by both parties. Once project termination has been acknowledged, all additions, deletions, or modifications to the scope or nature of the Services described in this Statement of Work (all referred to hereinafter as "Changes") will be effective up unto final project termination and will be billed as per the Fees and Expenses above.

We appreciate the opportunity to assist you with your MDM support strategy and look forward to working with you on this engagement. This Statement of Work, together with the TKG's Master Services Agreement and any subsequent Change Order(s), describes our understanding with respect to the Engagement. All additional work outside scope and any overtime still must go through the process of approval by the designated Client person prior to incurrence. Please indicate your agreement by signing and returning to TKG the enclosed copy of this Statement of Work.

This Statement of Work is valid for 30 days from the date of issuance.

Engagement Agreement

Signature indicates Pasadena Unified agreement to the deliverables, assumptions, billing estimates, and expenses as documented in this statement of work from Kanavel Group.

Pasadena Unified	Kanavel Group
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

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

Topic: APPROVAL TO PROCEED WITH PREPARATION OF BIDS AND PROCUREMENT FOR THE FIELD ELEMENTARY SCHOOL FENCING AND CURB APPEAL LANDSCAPE PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves staff to proceed with preparation of Bids and Procurement for the Field Elementary School Fencing and Curb Appeal Landscape Project

District Priority/Strategy: Implementation of Measure O Bond Capital Projects

I. BACKGROUND:

Field Elementary School “Building A” Classroom facing the street does not have security fencing and the classrooms are accessible to public. In addition, the public access through the easement (side alley) at the side of the school will be secured as well.

Project Scope:

To design and construct new security fencing to separate school site from the street, provide a public access easement (side alley) and widen the front sidewalk along the new fence. Artificial Turf will be installed inside the fence for curb appeal and reduced maintenance. Drought tolerant landscaping (decomposed granite and boulders) and individual garden planters for each classroom will also be installed.

II. STAFF ANALYSIS:

The Board is requested to authorize Facilities Staff to proceed with preparation of Bids and Procurement for the Field Elementary School Fencing and Curb Appeal Landscape Project

Attachment: Proposed Project Request

III. FISCAL IMPACT:

Funds required in the amount of, are estimated not to exceed \$625,000 and are available in the Measure O Capital Projects Fund.

**Pasadena Unified School District
Board of Education Agenda: September 22, 2022
Submitted by: _____
Leslie Barnes, Ed.D., Chief Finance and Operations Officer**

Funding title/code:

Title: Measure O Capital Projects Fund

Codes: 21.3-97107.0-00000-850000-6210-0180000 - \$20,000
21.3-97107.0-00000-850000-6270-0180000 - \$605,000

Approved:

Brian O. McDonald, Ed.D. Superintendent

Originated by: Leonard Hernandez, Jr., Director of Facilities, Maintenance, Operations and Transportation

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

Topic: APPROVAL TO PROCEED WITH PREPARATION OF BIDS AND PROCUREMENT FOR THE MARSHALL FUNDAMENTAL SCHOOL SOFTBALL FIELD RENOVATION PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves staff to proceed with preparation of Bids and Procurement for the Marshall Fundamental School Softball Field Renovation Project

District Priority/Strategy: Implementation of Measure O Bond Capital Projects

I. BACKGROUND:

The current softball field does not meet Title IX requirements and requires renovation. This project will include replacement of baseline fencing including cantilever sections to block foul balls, dugout enclosure fencing, in-field renovation, and a concrete pad for the 1st baseline dugout. Required ADA improvements include a concrete walkway for path of travel. This Project requires Design, DSA Certification and Construction.

Project Scope

- 1) Remove existing first base, third base, home plate fencing
- 2) Provide new fencing along 1st base, 3rd base and home plate, will include cantilever sections. Install gates from dugout to field (2)
- 3) Install fencing around each dug-out with gates to bleacher area (2)
- 4) Fencing material to be black vinyl coated
- 5) Install backstop padding on fencing behind Homeplate
- 6) Install concrete pad at first base dug-out area
- 7) In-field renovation
 - a. Grade and level infield including removal as required of grass edging around infield for proper infield dimensions. Provide for drainage.
 - b. Add additional infield material (Angel Mix) as required for correct transition to outfield grass
 - c. Install new Homeplate, pitchers' mound and bases with new mounts
 - d. Infield will meet CIF regulations
- 8) Install ADA Path of Travel Concrete Sidewalk
- 9) DSA Certification

II. STAFF ANALYSIS:

The Board is requested to authorize Facilities Staff to proceed with preparation of Bids and Procurement for the Marshall Fundamental School Softball Field Renovation Project.

Attachment: Proposed Project Request

III. FISCAL IMPACT:

Funds required in the amount of, are estimated not to exceed \$416,000 and are available in the Measure O Capital Projects Fund.

Pasadena Unified School District

Board of Education Agenda: September 22, 2022

Submitted by: _____

Leslie Barnes, Ed.D., Chief Finance and Operations Officer

Funding title/code:

Title: Measure O Capital Projects Fund.

Codes: 21.3-97109.0-00000-850000-6210-0950000 - \$20,000
21.3-97109.0-00000-850000-6270-0950000 - \$396,000

Approved:

Brian O. McDonald, Ed.D. Superintendent

Originated by: Leonard Hernandez, Jr., Director of Facilities, Maintenance, Operations and Transportation

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

Topic: APPROVAL TO PROCEED WITH PREPARATION OF BIDS AND PROCUREMENT FOR THE PASADENA HIGH SCHOOL CAMPUS IDENTITY MODERNIZATION PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves staff to proceed with preparation of Bids and Procurement for the Pasadena High School Campus Identity Modernization Project

District Priority/Strategy: Implementation of Measure O Bond Capital Projects

I. BACKGROUND:

Pasadena High School received a three-phased modernization as part of Measure TT and the campus identity and front entrance modernization work were not constructed due to the budget constraints. The work not performed included a new entry canopy at Building A, school front irrigation and landscaping, minor fencing, new flagpole, and accessibility upgrades.

Project Scope:

- 1) Construction of new front entry canopy at Admin (Bldg A) to define main entrance to the building, and expansion of existing interior lobby.
- 2) Install new ramps and colored concrete walkways to comply with new ADA requirements, and to provide better aesthetics for the campus frontage.
- 3) Install new landscaping and irrigation in front and throughout campus area.
- 4) Replace existing doors and windows at Admin Bldg south facade, facing Sierra Madre Blvd.
- 5) Minor configuration of perimeter fencing at front of the school between Admin/Auditorium Bldg
- 6) New Flagpole to replace existing.

II. STAFF ANALYSIS:

The Board is requested to authorize Facilities Staff to proceed with preparation of Bids and Procurement for Pasadena High School Campus Identity Modernization Project

Attachment: Proposed Project Request

III. FISCAL IMPACT:

Funds required in the amount of, are estimated not to exceed \$5,220,000 and are available in the Measure O Capital Projects Fund.

Pasadena Unified School District

Board of Education Agenda: September 22, 2022

Submitted by: _____

Dr. Leslie Barnes, Ed.D., Chief Finance and Operations Officer

Funding title/code:

Title: Measure TT Capital Projects Fund

Code: 21.21-97108.0-00000-850000-6210-0840000 - \$220,000

Title: Measure O Capital Projects Fund.

Codes: 21.3-97108.0-00000-850000-6270-0840000 - \$5,000,000

Brian O. McDonald, Ed.D. Superintendent

Originated by: Leonard Hernandez, Jr., Director of Facilities, Maintenance, Operations and Transportation

ITS Department- Surveillance Cameras Presentation to be added



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 09/13/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name - Project Name/Cost Group/Object Code/Contract Name	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	Budget	Commitments	Expenditures	Remaining Commitment	Retention	Uncommitted Available Balance
Altadena Elementary School - COMPLETE: Addition of 3 Shade Structures (95022.0)						
	90,187	90,187	90,187	-		-
Altadena Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	88,088	88,088	88,088	-		-
Altadena Elementary School - Modernization Project (95068.0) (2)						
	10,769,166	10,730,947	10,683,415	47,532	13,617	38,219
ALTADENA ELEM. TOTAL	10,947,440	10,909,221	10,861,689	47,532	13,617	38,219
Aveson Charter School (Noyes) - COMPLETE: Portable N Demolition Project (95029.0)						
	30,654	30,654	30,654	-		-
AVESON (NOYES) TOTAL	30,654	30,654	30,654	-	-	-
Blair High School - 04A Modernization of Main Building (95056.0) (2)						
	30,052,133	30,051,416	30,051,416	-		717
Blair High School - 04b Track and Field (95005.0) (2)						
	82,877	82,877	82,877	-		-
Blair High School - COMPLETE: Blair Middle School Campus (95001.0) (1) (2)						
	14,538,936	14,538,936	14,538,936	-		-
Blair High School - COMPLETE: Measure T E-Rate (95180.0)						
	428,677	428,677	428,677	-		-
Blair High School - COMPLETE: PROJECT CNLD - New 9th Grade Classroom (2)						
	1,146,779	1,146,779	1,146,779	-		-
BLAIR HS - Blair HS Site Access Improvement (ADA) (95056.1) (2)						
	51,285	51,285	51,285	-		-
BLAIR TOTAL	46,300,688	46,299,971	46,299,971	-	-	717
Burbank Elementary School - COMPLETE: Electrical Panel Upgrade (95064.0) (2)						
	87,603	87,603	87,603	-		-
Burbank Elementary School - COMPLETE: Renovation of Hodges (old 95140.0 merged)						
	253,584	253,584	253,584	-		-
Burbank Elementary School - Lunch Shelter/Renovation (95131.0) (1) (2) (3)						
	955,463	924,769	924,769	-		30,694
BURBANK TOTAL	1,296,650	1,265,956	1,265,956	-	-	30,694
Career Technical - Career Technical Education Projects (95145.0)						
	2,683,000	2,683,000	2,683,000	-		-
Career Technical - COMPLETE: CTE KLRN TV (95145.0)						
	100,507	100,507	100,507	-		-
CAREER TECHNICAL TOTAL	2,783,507	2,783,507	2,783,507	-	-	-
Central Kitchen - COMPLETE: Culinary Academy/Kitchen Construction (9)						
	1,238,928	1,238,928	1,238,928	-		-
CENTRAL KITCHEN TOTAL	1,238,928	1,238,928	1,238,928	-	-	-
Cleveland Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	113,292	113,292	113,292	-		-
Cleveland Elementary School - COMPLETE: New Classroom Wing (95031.0) (2)						
	4,594,037	4,594,037	4,594,037	-		-
Cleveland Elementary School - Modernize Kitchen (95121.0) (2)						
	108,495	108,495	108,495	-		-
Cleveland Elementary School - Student Safety Wall & Flooring Padding (2)						
	8,506	8,506	8,506	-		-
CLEVELAND ELEM. TOTAL	4,824,330	4,824,330	4,824,330	-	-	-
District Service Center - Facilities Administration (95000.0) (1) (2) (3)						
	16,873,189	16,222,002	16,209,526	12,476		651,186
DSC FACILITIES	16,873,189	16,222,002	16,209,526	12,476	-	651,186
District Service Center - Facilities Administration (97092.0) 21.3						
	45,938	37,886	14,784	23,102		8,052
DSC FACILITIES	45,938	37,886	14,784	23,102	-	8,052
District-Wide - COMPLETE: Bogen Clock Speaker System (95032.0)						



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 09/13/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	1,436,405	1,436,405	1,436,405	-		-
District-Wide - COMPLETE: Energy Conservation Measures (95019.0) (2)				-		-
	5,029,386	5,029,386	5,029,386	-		-
District-Wide - COMPLETE: Exterior Improvements (95036.0)				-		-
	42,112	42,112	42,112	-		-
District-Wide - COMPLETE: Technology Modifications (95144.0)				-		-
	3,071,556	3,071,556	3,071,556	-		-
District-Wide - District-Wide I.T. Wireless Access Upgrade (2)				-	109,813	-
	3,000,000	3,000,000	3,000,000	-		-
District-Wide - DW - PRI 0 - Roofing (95135.0)				-		-
	391,831	391,831	391,831	-		-
District-Wide - DW - PRI 0 - Windows (95136.0)				-		-
	101,736	101,736	101,736	-		-
DISTRICT WIDE PROJECTS	13,073,026	13,073,026	13,073,026	-	109,813	-
Don Benito Elementary School - 11 HVAC and Kitchen (95146.0) (2)				-		-
	301,509	263,398	263,398	-		38,111
Don Benito Elementary School - COMPLETE: Measure T E-Rate (95180.0)				-		-
	147,679	147,679	147,679	-		-
Don Benito Elementary School - COMPLETE: Playground Structures (95043.0)				-		-
	173,442	173,442	173,442	-		-
Don Benito Elementary School - Interim Housing (95181.0) (2)				-		-
	397,779	397,779	397,779	-		-
Don Benito Elementary School - New Admin Bldg (95097.0) (2)				-		-
	790,568	790,568	790,568	-		-
DON BENITO ELEM. TOTAL	1,810,976	1,772,865	1,772,865	-	-	38,111
Edison Elementary School - Edison ADA Upgrades (95143.0)				-		-
	43,940	43,940	43,940	-		-
EDISON ELEMENTARY TOTAL	43,940	43,940	43,940	-	-	-
Eliot Middle School - 08 HVAC Upgrades (95146.0) (2)				-		-
	828,427	828,427	828,427	-		-
Eliot Middle School - Auditorium/Cafe Modernization (95015.0) (2)				-		-
	7,749,399	7,749,399	7,749,399	-		-
Eliot Middle School - COMPLETE: Career Technical Education (95145.0) (2)				-		-
	29,261	29,261	29,261	-		-
Eliot Middle School - COMPLETE: Field Bleacher Replacement & ADA Upgrade (2)				-		-
	92,835	92,835	92,835	-		-
Eliot Middle School - COMPLETE: Kitchen Modernization (95147.0) (2)				-		-
	6,000	6,000	6,000	-		-
Eliot Middle School - COMPLETE: Lunch Shelter (95034.0) (2)				-		-
	616,602	616,602	616,602	-		-
Eliot Middle School - COMPLETE: Measure T E-Rate (95180.0)				-		-
	255,192	255,192	255,192	-		-
ELIOT MS CHILLED WATER PIPING CORR (95146.1) - ELIOT MS CHILLED WATER PIP				-		-
	89,230	89,230	89,230	-		-
ELIOT MIDDLE SCHOOL	9,666,945	9,666,945	9,666,945	-	-	-
Field Elementary School - COMPLETE: Measure T E-Rate (95180.0)				-		-
	113,292	113,292	113,292	-		-
Field Elementary School - COMPLETE: Water Meter Separation (95106.0)				-		-
	39,013	39,013	39,013	-		-
Field Elementary School - FIELD - Playground (95069.1) (2)				-		-
	336,473	336,473	336,473	-		-
Field Elementary School - Modernization (95069.0) (2)				-		-
	3,554,598	3,529,597	3,529,597	-		25,000
FIELD ELEMENTARY SCHOOL	4,043,376	4,018,375	4,018,375	-	-	25,000
Franklin Elementary School - COMPLETE: Measure T E-Rate (95180.0)				-		-



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 09/13/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	172,886	172,886	172,886	-	-	-
Franklin Elementary School - COMPLETE: New Library/Shade Structure (95035.0)	593,078	593,078	593,078	-	-	-
Franklin Elementary School - Modernize Cafe/MPR/Windows (95066.0)	2,156,637	2,156,637	2,156,637	-	-	-
FRANKLIN ELEM. TOTAL	2,922,600	2,922,600	2,922,600	-	-	-
Hamilton Elementary School - COMPLETE: Measure T E-Rate (95180.0)	138,499	138,499	138,499	-	-	-
Hamilton Elementary School - COMPLETE: Water Meter Separation (95149.0)	56,828	56,828	56,828	-	-	-
Hamilton Elementary School - Modernization MPR/Café (95071.0) (2)	4,477,235	4,472,235	4,472,235	-	-	5,000
HAMILTON ELEM. TOTAL	4,672,562	4,667,562	4,667,562	-	-	5,000
Jackson Elementary School - 13 Modernization / Parking Lot (95052.0)	4,661,384	4,661,384	4,661,384	-	-	-
Jackson Elementary School - COMPLETE: Measure T E-Rate (95180.0)	130,487	130,487	130,487	-	-	-
Jackson Elementary School - COMPLETE: Phase I Completed Projects (95020.0 / 95	192,368	192,368	192,368	-	-	-
JACKSON ELEM. TOTAL	4,984,238	4,984,238	4,984,238	-	-	-
Jefferson Elementary School - COMPLETE: Measure T E-Rate (95180.0)	156,861	156,861	156,861	-	-	-
Jefferson Elementary School - Modernization (95079.0)	911,596	911,596	911,596	-	-	-
Jefferson Elementary School - New Child Care Center (95073.0)	332,171	332,171	332,171	-	-	-
JEFFERSON ELEM. TOTAL	1,400,627	1,400,627	1,400,627	-	-	-
John Muir High School - 03a Modernization, Abatement & Kitchen (95051.0) (2)	30,680,410	30,631,230	30,631,230	-	-	49,180
John Muir High School - 03b Black Box Theater Project (95183.0) (2)	3,724,986	3,724,986	3,724,986	-	-	-
John Muir High School - 03c Bldg D Accessibility (95812.0) (2)	354,165	349,165	349,165	-	-	5,000
John Muir High School - COMPLETE: Artificial Surface Field & Track (95004.	1,518,980	1,518,980	1,518,980	-	-	-
John Muir High School - COMPLETE: Building G & L Window Replacement (95125	404,282	404,282	404,282	-	-	-
John Muir High School - COMPLETE: Career Technical Education (95145.0)	90,596	90,596	90,596	-	-	-
John Muir High School - COMPLETE: Kitchen Moderniation (95154.0)	6,000	6,000	6,000	-	-	-
John Muir High School - COMPLETE: Measure T E-Rate (95180.0)	555,842	555,842	555,842	-	-	-
John Muir High School - COMPLETE: Security System (95132.0)	159,785	159,785	159,785	-	-	-
John Muir High School - Culinary Arts Project (95184.0)	20,766	20,766	20,766	-	-	-
John Muir High School - Track and Field 95005.0 (2)	739,195	739,195	739,195	-	-	-
JOHN MUIR HIGH TOTAL	38,255,006	38,200,827	38,200,827	-	-	54,180
Linda Vista Elementary School - COMPLETE: Interior Structural Cleanup (95014.0)	39,580	39,580	39,580	-	-	-
Linda Vista Elementary School - Modernization (95188.0)	137,250	137,250	137,250	-	-	-
LINDA VISTA ELEM. TOTAL	176,830	176,830	176,830	-	-	-



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 09/13/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				Fund 21.1 Analysis	
Loma Alta Elementary School - COMPLETE: Measure T E-Rate (95180.0) (2)					
	63,647	63,647	63,647	-	-
Loma Alta Elementary School - COMPLETE: Modernization Project (95033.0)					
	171,002	171,002	171,002	-	-
Loma Alta Elementary School - COMPLETE: Pre K conversion & Fire sprinkler enclos					
	181,497	181,497	181,497	-	-
Loma Alta Elementary School - COMPLETE: Retaining Wall & Street Improvements (95101.0)					
	1,013,583	1,013,583	1,013,583	-	-
Loma Alta Elementary School - COMPLETE: Water Meter Separation (95101.0)					
	27,355	27,355	27,355	-	-
LOMA ALTA ELEM. TOTAL	1,457,084	1,457,084	1,457,084	-	-
Longfellow Elementary School - 10 HVAC Upgrades (95146.0)					
	2,320,756	2,320,756	2,320,756	-	-
Longfellow Elementary School - COMPLETE: Child Care Center (95061.0)					
	300,503	300,503	300,503	-	-
Longfellow Elementary School - COMPLETE: Measure T E-Rate (95180.0) (2)					
	130,358	130,358	130,358	-	-
Longfellow Elementary School - New Kitchen Bldg/Lunch Shelter/Auditorium (95050.0)					
	1,340,458	1,340,458	1,340,458	-	-
LONGFELLOW ELEM. TOTAL	4,092,074	4,092,074	4,092,074	-	-
Madison Elementary School - Bldg A & Auditorium Renovation (95010.0)					
	596,259	596,259	596,259	-	-
Madison Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	96,100	96,100	96,100	-	-
Madison Elementary School - COMPLETE: Window Replacement (95084.0)					
	858,784	858,784	858,784	-	-
Madison Elementary School - Kitchen Modernization (95048.0)					
	309,396	309,396	309,396	-	-
Madison Elementary School - Modernization (95063.0) (2)					
	4,109,419	4,109,419	4,109,419	-	-
MADISON ELEM. TOTAL	5,969,957	5,969,957	5,969,957	-	-
Marshall Fundamental Secondary School - 09 HVAC Upgrades (95146.0)					
	982,595	982,595	982,595	-	-
Marshall Fundamental Secondary School - COMPLETE: Career Technical Education (95091.0)					
	850	850	850	-	-
Marshall Fundamental Secondary School - COMPLETE: Electrical Upgrades (95091.0)					
	352,698	352,698	352,698	-	-
Marshall Fundamental Secondary School - COMPLETE: Library Modernization & Site					
	1,760,215	1,760,215	1,760,215	-	-
Marshall Fundamental Secondary School - COMPLETE: Measure T E-Rate (95180.0)					
	428,192	428,192	428,192	-	-
Marshall Fundamental Secondary School - COMPLETE: Water Meter Separation (95101.0)					
	21,090	21,090	21,090	-	-
Marshall Fundamental Secondary School - COMPLETE: Window Replacement (95094.0)					
	1,767,862	1,767,862	1,767,862	-	-
Marshall Fundamental Secondary School - Old Gym Renovation Project (95185.0)					
	1,333,706	1,333,706	1,333,706	-	-
Marshall Fundamental Secondary School - Sports Complex (95049.0) (2)					
	12,702,031	12,702,031	12,702,031	-	-
MARSHALL FUNDAMENTAL TOTAL	19,349,240	19,349,240	19,349,240	-	-
McKinley Elementary School - COMPLETE: Career Technical Education (95145.0)					
	51,619	51,619	51,619	-	-
McKinley Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	188,409	188,409	188,409	-	-
McKinley Elementary School - COMPLETE: Water Meter Separation (95159.0)					



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 09/13/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis	
	112,485	112,485	112,485	-	-
McKinley Elementary School - Phase I New Construction (95046.0)					
	20,006,670	20,006,670	20,006,670	-	-
McKinley Elementary School - Phase II Modernization (95123.0) (2)					
	869,493	868,396	868,396	-	1,098
MCKINLEY K-8 TOTAL	21,228,676	21,227,578	21,227,578	-	1,098
Norma Coombs Elementary - 05a New CR Wing & Admin Bldg (95133.0) (2)					
	10,439,301	10,434,301	10,434,301	-	5,000
Norma Coombs Elementary - 05b Central Plant Replacement (95146.0)					
	1,358,170	1,358,170	1,358,170	-	-
Norma Coombs Elementary - COMPLETE: Measure T E-Rate (95180.0)					
	146,511	146,511	146,511	-	-
Norma Coombs Elementary - COMPLETE: Shade Structures/Field Renovation (95021.0)					
	75,715	75,715	75,715	-	-
Norma Coombs Elementary - COMPLETE: Water Meter Separation (95116.0) (2)					
	21,400	21,400	21,400	-	-
NORMA COOMBS ELEM. TOTAL	12,041,097	12,036,097	12,036,097	-	5,000
Pasadena High School - 02a Modernize Gymnasium Complex (95075.0) (2)					
	20,861,288	20,848,782	20,848,782	-	12,507
Pasadena High School - 02c ADA Upgrade (DSA) (95074.0) (2)					
	575,735	555,305	555,305	-	20,430
Pasadena High School - Central Chilled Water Plant Project (95146.0) (2)					
	4,158,322	3,878,789	3,878,789	-	279,533
Pasadena High School - COMPLETE: Artificial Track & Field (95005.0)					
	2,099,063	2,099,063	2,099,063	-	-
Pasadena High School - COMPLETE: Career Technical Education (95145.0)					
	116,593	116,593	116,593	-	-
Pasadena High School - COMPLETE: Drainage at Fields (95006.0)					
	700,902	700,902	700,902	-	-
Pasadena High School - COMPLETE: Fire Alarm Corrections (95161.0) (2)					
	36,005	36,005	36,005	-	-
Pasadena High School - COMPLETE: Measure T E-Rate (95180.0)					
	644,227	644,227	644,227	-	-
Pasadena High School - Kitchen Project (95139.0) (2)					
	287,321	287,321	287,321	-	-
Pasadena High School - Security System Upgrades (95117.0) (2)					
	248,424	248,424	248,424	-	-
Pasadena High School - Track and Field (95005.1) (2)					
	787,557	756,826	756,826	-	30,731
Pasadena High School (Phase 2) - 02d Campus Upgrds/Restrooms Upgrades (95119.0)					
	3,247,278	2,996,737	2,996,737	-	250,541
Pasadena High School (Phase 3) - 02b Campus Appearance/Identity (95080.0) (1) (2) (4)					
	184,994	159,996	159,996	-	24,998
PASADENA HIGH TOTAL	33,947,710	33,328,971	33,328,971	-	618,739
Roosevelt Elementary School - 12 Multi-purpose Facility (95025.0) (2)					
	1,831,607	1,831,607	1,831,607	-	-
Roosevelt Elementary School - COMPLETE: Auto Door Openers (95062.0)					
	98,844	98,844	98,844	-	-
Roosevelt Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
	96,100	96,100	96,100	-	-
ROOSEVELT ELEM. TOTAL	2,026,550	2,026,550	2,026,550	-	-
Rose City High School - 07 Modification (95170.0) (2)					
	454,659	454,659	454,659	-	-
Rose City High School - COMPLETE: Career Technical Education (95145.0)					
	232,608	232,608	232,608	-	-



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 09/13/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				Fund 21.1 Analysis		
Rose City High School - COMPLETE: Measure T E-Rate (95180.0)						
	134,493	134,493	134,493	-		-
ROSE CITY HIGH TOTAL	821,759	821,759	821,759	-	-	-
San Rafael Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	94,930	94,930	94,930	-		-
San Rafael Elementary School - COMPLETE: Phase I (95011.0/17.0)						
	169,380	169,380	169,380	-		-
San Rafael Elementary School - Modernization (95030.0) (2)						
	1,957,504	1,949,926	1,949,926	-		7,578
SAN RAFAEL ELEM. TOTAL	2,221,814	2,214,236	2,214,236	-	-	7,578
Sierra Madre Elementary School - 06 Phase II Upgrades (95126.0)						
	756,811	756,811	756,811	-		-
Sierra Madre Elementary School - COMPLETE: Phase I - New Permanent Classroom Bldg (95038.0) (2)						
	4,074,221	4,074,221	4,074,221	-		-
Sierra Madre Middle School - COMPLETE: Career Technical Education (95145.0)						
	38,113	38,113	38,113	-		-
Sierra Madre Middle School - COMPLETE: Measure T E-Rate (95180.0)						
	299,998	299,998	299,998	-		-
Sierra Madre Middle School - New MS Campus (95038.0) (2)						
	38,355,219	38,355,219	38,355,219	-		-
SIERRA MADRE ES TOTAL	43,524,362	43,524,362	43,524,362	-	-	-
Washington Accelerated Elementary School - 01 New Classroom/MPR Bldg (95045.0)						
	20,301,145	20,301,145	20,301,145	-		-
Washington Accelerated Elementary School - Campus Improvements - Measure Y						
	5,631	5,631	5,631	-		-
Washington Accelerated Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	251,858	251,858	251,858	-		-
Washington Accelerated Elementary School - New Child Care Center (95067.0) (2)						
	123,747	118,747	118,747	-		5,000
WASHINGTON ES TOTAL	20,682,381	20,677,381	20,677,381	-	-	5,000
Washington Middle School - COMPLETE: Career Technical Education (95145.0)						
	34,572	34,572	34,572	-		-
Washington Middle School - COMPLETE: Measure T E-Rate 95180.0 (2)						
	261,489	261,489	261,489	-		-
Washington Middle School - New Constr. & Mod. (95081.0) (2)						
	16,256,837	16,247,644	16,227,001	20,642		9,193
WASHINGTON MS TOTAL	16,552,898	16,543,705	16,523,063	20,642	-	9,193
Webster Elementary School - Aud/AdminBldg/Kitchen/Playground (95047.0) (2)						
	2,181,333	2,181,333	2,181,333	-		-
Webster Elementary School - COMPLETE: Kitchen Modernization (95083.0)						
	19,858	19,858	19,858	-		0
Webster Elementary School - COMPLETE: Measure T E-Rate 95180.0						
	139,666	139,666	139,666	-		-
Webster Elementary School - COMPLETE: Preschool Shade Structure (95105.0)						
	132,613	132,613	132,613	-		-
WEBSTER ELEM. TOTAL	2,473,471	2,473,471	2,473,471	-	-	0
Willard Elementary School - COMPLETE: Exterior Upgrade & Window Replacement (95047.0) (2)						
	711,113	711,113	711,113	-		-
Willard Elementary School - COMPLETE: Field Installation/Irrigation & Demo (95047.0) (2)						
	156,606	156,606	156,606	-		-
Willard Elementary School - COMPLETE: Multi-Use Room (95002.0)						
	428,811	428,811	428,811	-		-
Willard Elementary School - COMPLETE: Power & Fire Alarm Upgrade (95065.0)						
	393,698	393,698	393,698	-		-
Willard Elementary School - COMPLETE: Water Meter Separation (95108.0)						



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 09/13/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	47,115	47,115	47,115	-		-
Willard Elementary School - HVAC Upgrades (95187.0)						
	297,217	297,217	297,217	-		-
Willard Elementary School - Kinder and Pre-K Complex (95115.0) (2)						
	4,138,009	4,138,009	4,138,009	-		-
WILLARD ELEM. TOTAL	6,172,568	6,172,568	6,172,568	-	-	-
Wilson Middle School - COMPLETE: Classroom Demolition (95028.0)						
	72,421	72,421	72,421	-		-
Wilson Middle School - COMPLETE: Painting & Window Replacement (95009.0)						
	618,777	618,777	618,777	-		-
Wilson Middle School - COMPLETE: Water Meter Separation (95109.0)						
	79,225	79,225	79,225	-		-
Wilson Middle School - Gym/Locker RM Courtyard Mod (95113.0)						
	5,036,321	5,036,321	5,036,321	-		-
Wilson Middle School - Interim Housing (95181.0)						
WILSON MS TOTAL	5,814,145	5,814,145	5,814,145	-	-	-
Totals	363,767,237	362,269,470	362,165,718	103,752	123,431	1,497,767
District-Wide - Unallocated Funds						525,299



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 07/01/1930)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.3 - Measure O (Capital Projects)				Fund 21.3 Analysis		
School Name - Project Name/Cost Group/Object Code/Contract Name	Budget	Commitments	Expenditures	Remaining Commitments	Retention	Uncommitted Available Balance
10 Sites - Roofing Program Phase 1 (97094.0)						
Budget						
<i>Funding Budget Total</i>	13,627,605	-	-			
<i>Budget Total</i>	13,627,605	-	-			
Hard Cost						
6270 - Main Construction Contractor						
BEST PO 23*0371 DSC '23	-	1,279,621	600,510			
BEST PO 23*0371 J MUIR '23	-	3,737,530	2,344,707			
BEST PO 23*0371 PHS '23	-	4,079,837	2,726,733			
BEST PO23*0371 MARSHALL 23	-	1,237,587	940,686			
WESTERN PO 23*0296 ELIOT '23	-	871,067	602,202			
WESTERN PO23*0296 ALTADENA '23	-	485,414	288,588			
WESTERN PO23*0296 JEFFERSN '23	-	193,181	107,129			
WESTERN PO23*0296 MADISON '23	-	939,011	765,262			
WESTERN PO23*0296 SIERRA '23	-	322,860	153,773			
WESTERN PO23*0296 WEBSTER '23	-	481,497	197,976			
<i>6270 - Main Construction Contractor Total</i>	-	13,627,605	8,727,565			
<i>Hard Cost Total</i>	-	13,627,605	8,727,565			
	13,627,605	13,627,605	8,727,565	4,900,039.13		-
8 Sites - Roofing Program Phase 2 (97094.0)						
	8,441,458	8,441,458	-	8,441,458		-
District Service Center - Facilities Administration (97092.0) 21.3						
	17,467,734	12,014,270	1,964,779	10,049,492		5,453,463
District Wide - DW - IP Phone Implem 3.0 (97103.0)						
	424,088	424,088	337,248	86,839		-
Totals	39,960,883	34,507,420	11,029,592	23,477,828	-	5,453,463



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 09/13/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name - Project Name/Cost Group/Object Code/Contract Name	21.2 - Measure O (Ed Tech)			Fund 21.2 Analysis		
	Budget	Commitments	Expenditures	Remaining Commitments	Retention	Uncommitted Available Balance
DISTRICT-WIDE - District-Wide I.T. Device Refresh Project 97091.0 (2)	12,568,385	12,568,385	6,530,373	6,038,013		-
DISTRICT-WIDE - District-Wide I.T. Chromebook Lease Buyout 97091.0	667,843	667,843	667,843	-		-
DISTRICT-WIDE - District-Wide I.T. Server Infrast. Upgrade 97091.0 (2)	1,624,581	1,624,581	1,609,668	14,913		-
DISTRICT-WIDE - UNALLOCATED FUNDS	4,977,749	-	-	-		4,977,749
Pasadena High School - PHS CTE- Computer Lab Upgrades (97091.0)	44,834	44,834	-	44,834		-
Totals	19,883,391	14,905,642	8,807,883	6,097,759		4,977,749

School Name - Project Name	Contract Name	Contract Date	Object Code	Initial AMT	Changes	Current Contract AMT	Expenditures & Retentions	Remaining Balance	Pending Changes
Grand Total				39,960,883	-	34,507,420	11,029,592	23,477,828	-
District Service Center - Facilities Administration (97092.0) 21.3 Total				17,467,734	-	12,014,270	1,964,779	10,049,492	-
District Service Center - Facilities Administration (97092.0) 21.3	3QC, INC COMISSIONING	04/28/22	6275	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	ALPERS ENGINEERING COMISSIONING	04/28/22	6275	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	ATLAS TECHNICAL CONS HAZ MAT TEST	04/28/22	6280	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	BUREAU VERITAS NORTH MEP	04/28/22	6210	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	CAPITAL ENGINEERING COMISSIONING	04/28/22	6280	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	CBRE HEERY, INC COMISSIONING	04/28/22	6275	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	CITADEL ENVIRONMENTA HAZ MAT TEST	04/28/22	6280	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	CLIFTON LARSON ALLEN PO 96609	06/30/21	5820	21,000	-	21,000	10,624	10,376	-
District Service Center - Facilities Administration (97092.0) 21.3	DLR GROUP, INC PO 97287	02/16/22	6210	1,283,524	-	1,283,524	284,373	999,151	-
District Service Center - Facilities Administration (97092.0) 21.3	GEOCON WEST, INC PO 97358	01/27/22	6280	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	GLOBAL ENVIRONMENTAL HAZ MAT TEST	04/28/22	6280	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	HENDERSON ENGINEERS MEP	04/28/22	6210	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	KNOWLAND CONSTR. DSA INSPECTION	01/27/22	6285	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	KOURY ENGINEERING MATERIAL TEST	01/27/22	6280	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	MILLENNIUM CONSULTIN HAZ MAT TEST	04/28/22	6280	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	NIC Partners PO 97356	03/22/22	6410	40,296	-	40,296	40,296	-	-
District Service Center - Facilities Administration (97092.0) 21.3	P2S INC. COMISSIONING	04/28/22	6275	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	P2S INC. MEP	04/28/22	6210	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	PASADENA JOURNAL PO 96979 '22	01/12/21	6260	10,000	-	10,000	2,178	7,822	-
District Service Center - Facilities Administration (97092.0) 21.3	PLANETBIDS, INC PO 96969 '22	10/28/21	6260	126,668	-	126,668	20,663	106,005	-
District Service Center - Facilities Administration (97092.0) 21.3	ROSHANIAN AND ASSOC MEP	04/28/22	6210	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	SAFEWORK, INC PO 96751	06/24/21	6265	4,800,000	-	4,800,000	1,518,114	3,281,886	-
District Service Center - Facilities Administration (97092.0) 21.3	SMITH - EMERY LAB MATERIAL TESTING	01/27/22	6280	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	SOLIS GROUP, THE PO 97288	02/16/22	6260	274,982	-	274,982	1,198	273,784	-
District Service Center - Facilities Administration (97092.0) 21.3	STAPLES CONTRACT PO 97213	02/24/22	4310	15,000	-	15,000	8,351	6,649	-
District Service Center - Facilities Administration (97092.0) 21.3	UNIVERSAL CONSTR PO '22	07/01/22	6265	137,813	-	137,813	7,876	129,937	-
District Service Center - Facilities Administration (97092.0) 21.3	US BANK -VISA CARD PO96980 '22	01/12/22	6260	10,000	-	10,000	1,957	8,043	-
District Service Center - Facilities Administration (97092.0) 21.3	VISTA ENVIRONMENTAL HAZ MAT TEST	04/28/22	6280	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	VITAL INSPECTION SER DSA INSPECTION	01/27/22	6285	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	COLBI CONTRACT	05/27/22	6440	60,000	-	60,000	60,000	-	-
District Service Center - Facilities Administration (97092.0) 21.3	PUSD STAFF PAY ROLL FY 23	07/1/22	2XXX	285,552	-	285,552	5,933	279,619	-
District Service Center - Facilities Administration (97092.0) 21.3	PUSD STAFF BENEFITS FY 23	07/1/22	3XXX	169,936	-	169,936	3,216	166,720	-
District Service Center - Facilities Administration (97092.0) 21.3	AMERICAN BUSINESS MACHINE	07/1/22	5630	4,500	-	4,500	-	4,500	-
District Service Center - Facilities Administration (97092.0) 21.3	STAPLES CONTRACT	07/1/22	4310	20,000	-	20,000	-	20,000	-
District Service Center - Facilities Administration (97092.0) 21.3	CRISP	07/1/22	6260	5,000	-	5,000	-	5,000	-
District Service Center - Facilities Administration (97092.0) 21.3	UNALLOCATED BUDGET		6999	5,453,463	-	-	-	-	-
10 Sites - Roofing Program Phase 1 (97094.0) Total				13,627,605	-	13,627,605	8,727,565	4,900,039	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO DSC	05/26/22	6270	1,279,621	-	1,279,621	600,510	679,111	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO J MUIR	05/26/22	6270	3,737,530	-	3,737,530	2,344,707	1,392,824	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO MARSHALL	05/26/22	6270	1,237,587	-	1,237,587	940,686	296,901	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO PHS	05/26/22	6270	4,079,837	-	4,079,837	2,726,733	1,353,104	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO ALTADENA	05/26/22	6270	485,414	-	485,414	288,588	196,826	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO ELIOT	05/26/22	6270	871,067	-	871,067	602,202	268,865	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO JEFFERSON	05/26/22	6270	193,181	-	193,181	107,129	86,052	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO MADISON	05/26/22	6270	939,011	-	939,011	765,262	173,749	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO SIERRA MADRE	05/26/22	6270	322,860	-	322,860	153,773	169,087	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO WEBSTER	05/26/22	6270	481,497	-	481,497	197,976	283,521	-
8 Sites - Roofing Program Phase 2 (97094.0) Total				8,441,458	-	8,441,458	-	8,441,458	-
Roofing Program Phase 2 (97094.0) Total	BEST CONTRACTING PO MARSHALL	05/26/22	6270	1,804,592	-	1,804,592	-	1,804,592	-
Roofing Program Phase 2 (97094.0) Total	BEST CONTRACTING PO MCKINLEY	05/26/22	6270	2,108,210	-	2,108,210	-	2,108,210	-
Roofing Program Phase 2 (97094.0) Total	BEST CONTRACTING PO NORMA COOM	05/26/22	6270	1,622,966	-	1,622,966	-	1,622,966	-
Roofing Program Phase 2 (97094.0) Total	BEST CONTRACTING PO SAN RAFAEL	05/26/23	6270	740,094	-	740,094	-	740,094	-
Roofing Program Phase 2 (97094.0) Total	WESTERN STATES PO CLEVELAND	05/26/22	6270	361,065	-	361,065	-	361,065	-
Roofing Program Phase 2 (97094.0) Total	WESTERN STATES PO DON BENITO	05/26/22	6270	822,389	-	822,389	-	822,389	-
Roofing Program Phase 2 (97094.0) Total	WESTERN STATES PO LOMA ALTA	05/26/22	6270	787,557	-	787,557	-	787,557	-
Roofing Program Phase 2 (97094.0) Total	WESTERN STATES PO WEBSTER	05/26/22	6270	194,585	-	194,585	-	194,585	-

School Name - Project Name	Contract Name	Contract Date	Object Code	Initial AMT	Changes	Current Contract AMT	Expenditures & Retentions	Remaining Balance	Pending Changes
Districtwide IP Phone Implementation 3.0 (97103.0) Total				424,088	-	424,088	337,248	86,839	-
Districtwide IP Phone Implementation 3.0	NIC Partners	07/28/22	6450	424,088	-	424,088	337,248	86,839	-

PUSD Construction Status Report
Measure TT and O
September 2022

PHASE	CAMPUS	PROJECT NAME/DESCRIPTION	FUNDING SOURCE	Current Status	DSA REQ'D	NTP	% COMP	Completion Date
Completed	Altadena MAG	Altadena Portable Relocation: Relocation of two existing portables from Allendale to Altadena	21.1 TT	The two portables have been completed.(Attached DSA Form 6 Project Inspector Verified Report & DSA Form 168 Statement of Final Actual Cost have been Submitted to DSA) Inspector of Record: Victor Vartanian	Yes	6/6/22	100%	8/19/22
Completed	Washington MS	PA Enhancements: Programing and install of new PA speakers at Gymnasium and Bldg A	21.1 TT	Punchlist is on-going. Expected to be completed October 2022	N/A	5/26/22	95%	October
Construction	Altadena MAG	Roofing Phase 1 Buildings - B	21.3 CP	On going installation of roof edge metal, wall caps and spray coatings throughout the school year.	N/A	6/6/22	95%	Feb 23'
Construction	Jefferson ES	Roofing Phase 1 Buildings - Bungalows	21.3 CP	On going installation of roof edge metal, wall caps and spray coatings throughout the school year.	N/A	6/6/22	95%	Feb 23'
Construction	Madison ES	Roofing Phase 1 Buildings - A and B	21.3 CP	On going installation of roof edge metal, wall caps and spray coatings throughout the school year.	N/A	6/6/22	98%	Feb 23'
Construction	Webster ES	Roofing Phase 1 Buildings - A and B6 thru B8	21.3 CP	On going installation of roof edge metal, wall caps and spray coatings throughout the school year.	N/A	6/6/22	90%	Feb 23'
Construction	Eliot MAG	Roofing Phase 1 Buildings - B, C, F, and Canteen	21.3 CP	On going installation of roof edge metal, wall caps and spray coatings throughout the school year.	N/A	6/6/22	95%	Feb 23'
Construction	Sierra Madre MS	Roofing Phase 1 Buildings - A, C, and Kitchen	21.3 CP	On going installation of roof edge metal, wall caps and spray coatings throughout the school year.	N/A	6/6/22	90%	Feb 23'
Construction	John Muir HS	Roofing Phase 1 Buildings - A, B, E, W, S, and T	21.3 CP	On going installation of roof edge metal, wall caps and spray coatings throughout the school year.	N/A	6/6/22	90%	Feb 23'
Construction	Marshall HS	Roofing Phase 1 Buildings - C, D, and E	21.3 CP	On going installation of roof edge metal, wall caps and spray coatings throughout the school year.	N/A	6/6/22	90%	Feb 23'
Construction	Pasadena HS	Roofing Phase 1 Buildings - B, C, D, E, V, W, N, P, Q, and Sec Portable	21.3 CP	On going installation of roof edge metal, wall caps and spray coatings throughout the school year.	N/A	6/6/22	95%	Feb 23'
Construction	Service Center	Roofing Phase 1: District Service Center: Buildings	21.3 CP	On going installation of roof edge metal, wall caps and spray coatings throughout the school year.	N/A	6/6/22	40%	Feb 23'

PROJECT INSPECTOR VERIFIED REPORT

DSA documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

This form shall be completed by the Project Inspector, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-336 or 4-240, and Procedure PR 13-01: *Construction Oversight Process*. The completed form shall be submitted to the Design Professional in General Responsible Charge, DSA, and the school board.

School District/Owner: PASADENA UNIFIED SCHOOL DISTRICT		DSA File #: 19 - 80
Project Name/School: Relocation of 2 Modular Bldg's @ Altadena ES.		DSA App. #: 03 - 121832
Date of Report: 08/19/2022	Number of Attached Pages: 0.00 (If none, enter zero.)	DSA 152 : Project Inspector Card #(s): #1
Note that DSA-approved construction documents, referred to below, are those portions of the construction documents, duly approved by DSA, that contain information related to and affecting the Structural Safety, Fire/Life Safety, and Accessibility portions of the project.		
List all inspection card numbers for which this verified report applies.		
COMPLETE SECTIONS 1, 2, 3, 4 & 5 AND PROVIDE ALL REQUIRED DOCUMENTATION		
1. PROJECT INSPECTOR IS EMPLOYED FOR THE FOLLOWING PROJECT SCOPE (Check applicable box.)		
<input checked="" type="checkbox"/> Entire scope of the work shown in the DSA-approved construction documents.		
<input type="checkbox"/> Partial scope of the work shown in the DSA-approved construction documents. (Briefly describe. Attach additional pages, using form DSA 211: Attachment for Additional Comments/Information, if necessary.):		
2. REASON FOR FILING THIS VERIFIED REPORT (Check applicable box.)		
<input checked="" type="checkbox"/> Final Verified Report: Construction of all work, shown in DSA-approved construction documents, is complete.		
<input type="checkbox"/> Building(s) Occupied prior to completion of construction of all work shown in the DSA-approved construction documents. List occupied buildings and date of occupancy (attach additional pages, using form DSA 211, if necessary):		
<input type="checkbox"/> Termination of Project Inspector's Services prior to completion of construction of all work shown in the DSA-approved construction documents. Provide date of last inspection: _____		
<input type="checkbox"/> Construction Work Suspended for more than one month. Provide date of last construction activity: _____		
<input type="checkbox"/> DSA Request dated: _____		
3. DEFERRED SUBMITTALS (Check applicable box.)		
<input checked="" type="checkbox"/> This project does not require deferred submittals.		
<input type="checkbox"/> All deferred submittals are approved by DSA.		
<input type="checkbox"/> The following deferred submittals are not approved by DSA (Provide list. Attach additional pages, using form DSA 211, if necessary.):		
4. SCOPE OF COMPLETED WORK (Check applicable box.)		
<input checked="" type="checkbox"/> All work shown in the DSA-approved construction documents is complete.		
<input type="checkbox"/> There is work shown in the DSA-approved construction documents that is not complete and ALL buildings with work shown in the DSA-approved plans are occupied. The incomplete work is (check one or more of the following): <input type="checkbox"/> Work involving one or more of the buildings — List the buildings and incomplete work by attaching form DSA 211. <input type="checkbox"/> Work involving the site — List the incomplete work by attaching form DSA 211.		
<input type="checkbox"/> There is work shown in the DSA-approved construction documents that is not complete and SOME BUT NOT ALL buildings with work shown in the DSA-approved plans are occupied. The incomplete work is (check one or more of the following): <input type="checkbox"/> Work involving one or more of the occupied buildings — List the buildings and incomplete work by attaching form DSA 211. <input type="checkbox"/> Work involving other buildings not occupied — List the buildings by attaching form DSA 211.		
5. DEVIATIONS AS OF THE DATE OF THIS REPORT (Check applicable box.)		
<input checked="" type="checkbox"/> There are no outstanding or unresolved deviations related to work shown in the DSA-approved construction documents.		
<input type="checkbox"/> There are unresolved deviations related to work shown in the DSA-approved construction documents. They are documented by the following form DSA 154 Notice of Deviations (provide list of DSA 154: Notice of Deviations/Resolution of Deviations numbers and attach copies).		

I attest that based on my own personal knowledge (as defined in California Code of Regulations, Title 24, Part 1, Sections 4-336 and 4-214) that, except as marked in Sections 3, 4 and 5, as of the date of this report, the work has been performed and materials have been used and installed, in every material respect, in compliance with the DSA-approved construction documents. I declare under penalty of perjury that I prepared this report and that all statements are true.

Signature: *victor vartanian*

Date: 08/19/2022

Print Name: Victor Vartanian

DSA Certification #: 1357

Submit completed form to the DSA Regional Office with construction oversight authority for the project.

STATEMENT OF FINAL ACTUAL PROJECT COST

To be filed by the owner upon completion of construction, as required by the California Code of Regulation (CCR), Title 24, Part 1, Section 4-339, or CCR Sections 5-105 and 5-107 for access compliance projects.

Owner/School District: PASADENA UNIFIED SCHOOL DISTRICT	DSA File #: 19 - 80
Project Name/School: Relocation of two Modular CR Bldgs at Altadena ES	DSA App. #: 03 - 121832
Scope of Work: Relocation of two 24'x40' Modular Classroom Buildings from Allendale ES to this site.	
Was any scope or any element from the original approved construction documents not constructed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Did the construction documents include any alternate designs that were not constructed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

FOR LINES 1, 2, 3, 4 AND 6 ENTER COST AMOUNTS AS A POSITIVE NUMBER OR ZERO.
FOR LINE 5 ENTER COST AMOUNT AS A NEGATIVE NUMBER OR ZERO.

If spaces below are left blank, this form will be considered incomplete.

1.	Total original construction contract amount (exclude allowances/contingencies)	\$ 242,000.00
2.	Total increases to contract amount (change orders & used allowances/contingencies)	\$ 30,348.00
3.	Total construction management amount	\$ 0.00
4.	Project cost for DSA fee reconciliation (Sum of lines 1, 2, and 3)	\$ 272,348.00
5.	Total decreases to contract amount (deductive change orders)	\$ 0.00
6.	Final actual project cost (Sum of lines 4 and 5)	\$ 272,348.00

DISTRICT/OWNER CERTIFICATION:

**The person signing this form must be one of the following or hold a district / owner equivalent position:
School District Superintendent; College Chancellor; Chief Business Officer or Chief Financial Officer.**

I certify, under penalty of perjury, under the laws of the State of California, that the information reported on this form is true and correct.

I certify that the documentation supporting the information reported on this form is available at the district's/owner's office for review upon request by the Division of the State Architect (DSA).

Signature of Owner:  Date: 8/22/2022
(see note above)

Print Name: Leonard Hernandez Jr. Title: Director of Facilities

Work Email: hernandez.leonard@pusd.us Work Phone: (626) 396-3619

Work Mailing Address: 351 S. Hudson Avenue

City: Pasadena State: CA ZIP: 91109

Submit completed form to the DSA Regional Office with construction oversight authority for the project.			
DSA OAKLAND 1515 Clay Street, Suite 1201 Oakland, CA 94612	DSA SACRAMENTO 1102 Q Street, Suite 5200 Sacramento, CA 95811	<input checked="" type="checkbox"/> DSA LOS ANGELES 355 South Grand Ave., Suite 2100 Los Angeles, CA 90071	DSA SAN DIEGO 10920 Via Frontera Rd., Suite 300 San Diego, CA 92127