



## **CITIZENS' OVERSIGHT COMMITTEE MEETING**

### **NOTICE AND AGENDA**

**AUGUST 24, 2022**

**6:30 PM – 8:30 PM**

**\*\*VIRTUAL MEETING ONLY\*\***



**VIRTUALLY:** [Join WebEx meeting](#)

ID: 2624 056 6958 Password: Qq5vrQyC42N

**OR**



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

Access code: 26240566958

**OR**



<sip:26240566958@pusd.webex.com>

- I. Call to Order**
- II. Resolution 08-24-22**
- III. Public Comment**
- IV. Approval of the July 2022 Meeting Minutes (John Robinson)**
- V. Review of Measure TT and Measure O related Board Reports**
  - August 25, 2022
    - BR 1568-F – Change Order – Altadena Art Magnet School Portables (Capital Facilities) and resolution.
  - September 8, 2022
    - BR 1569-F – Schneider Electric Agreement
    - BR XXXX-F – Staff Apple Device Refresh (IT)
    - BR XXXX-F – Staff Dell Device Refresh (IT)
- VI. Facilities Committee Meeting Update**
  - Facilities Use Requests
  - Project Discussion for remaining Measure TT funds
  - Measure O Agreements
- VII. Board of Education COC Liaison Report**

## **VIII. Facilities Reports**

- **Dr. Leslie Barnes, Chief Finance and Operations Officer**
  - School Specific Master Plan Update
  - Classroom Safety Lock Updated presentation (Mike Dunning)
  - Design build presentation (Joel Garnica)
  - Draft – COC Application Recruitment Flyer
- **Consolidated Budget Status by Funds**
  - MTT Projects
  - Measure O Projects
  - AA Drill Down Report
  - Construction Status Report

## **IX. DSA Closure Status: No Change (See attachment)**

## **X. Next meeting date: September 21, 2022**

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



RESOLUTION NO. 08-24-22

PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR ISSUED ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITIZEN'S OVERSIGHT COMMITTEE OF THE PASADENA UNIFIED SCHOOL DISTRICT FOR THE PERIOD AUGUST 2022 PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, Pasadena Unified School District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Pasadena Unified School District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, such conditions now exist in the District, specifically,

NOW, THEREFORE, THE CITIZEN'S OVERSIGHT COMMITTEE OF THE PASADENA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present imminent health risks to attendees due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and the desire to protect the health of immuno-compromised individuals. Social distancing is crucial for slowing the spread of the COVID-19 virus and preventing our health care system from becoming overwhelmed.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. District staff that support this legislative body are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) SEPTEMBER 28, 2022 [30 DAYS FROM ADOPTION OF RESOLUTION], or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e) (3) to extend the time during which the legislative bodies of the Pasadena Unified School District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the CITIZEN'S OVERSIGHT Committee of the Governing Board for Pasadena Unified School District this 24<sup>TH</sup> day of AUGUST, 2022, by the following vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

Signed: \_\_\_\_\_  
Clerk/Secretary





Pasadena Unified School District (PUSD)  
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING  
**DRAFT Meeting Minutes for July 27, 2022**

Meeting was held online via WebEx

- I. Meeting called to order at 6:34 pm  
Present:
  - A. COC members: Angela Uriu, Eliza Jane Whitman, John Robinson, Paul Nerenberg, Stephen Aquino
  - B. PUSD staff: Leslie Barnes, Leonard Hernandez, Anahit Azarian, Raj Nandi
  - C. PUSD Board liaison: Kim Kenne
  - D. Safeworks CM: Joel Garnica, Andre Haghverdian
  - E. Public: Judy McKinley
- II. Resolution 07-27-22 (allows for meeting to be held virtually)
  - A. Passes unanimously.
- III. Public comment
  - A. Judy McKinley: What is the status of a public meeting re: PALS program?  
District staff: No date yet, but planning in progress. Entire Wilson community will be informed when a date has been chosen.
- IV. Approval of June 2022 meeting minutes
  - A. Minutes were approved unanimously with minor changes.
  - B. Kim Kenne: Is there an update on door locks? (This was mentioned in the meeting minutes.)  
Staff response: There has been fact finding with this project, and it is moving forward
- V. Final COC Annual Report (July 1, 2020 to June 30, 2021)
  - A. Passes unanimously. Next report will be written after the audit of 2021-22 records.
- VI. Review of Measure TT and Measure O related Board Reports
  - A. **Board Report No. 1567-F** is for the purchase of new VOIP phones for the entire district.  
Fiscal impact: \$424,087.57.
    - Question from COC member Nerenberg: Is this coming from educational technology (ed tech) bonds?
    - Staff response: Code is for capital expenditure rather than educational technology (ed tech).

Pasadena Unified School District (PUSD)  
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING  
Meeting Minutes for July 27, 2022

- There was additional discussion among staff about the source of funds for this project. However, during the last agenda item, Joel Garnica mentioned that this was coded correctly and was one of a handful of ITS projects that would be designated as capital expenditure.
- Suggestion from COC member Robinson: include explicit verbiage in board report cover sheet specifying which “bucket” the money is coming from.
- Questions from COC member Uriu: Expiration date seems to be in the past – is that correct? What is the total number of devices? What about disposal of old devices?
- Staff response: Expiration date will be extended so that the contract can be honored. The total number of devices is in excess of 2000. The district might set up quarterly pick-ups from school sites so that they can get rid of their old devices.
- Question from Board Trustee Kenne: Does any of this go to our charter schools?
- Staff response: We don’t think so, but will find out for tomorrow[’s Board meeting].
- Question from Judy McKinley: Can the old phones be donated?
- Staff response: We can look into doing that. The district already donates certain items to local churches who then distribute the phones to the community (here or abroad).
- Suggestion from COC member Robinson: If possible, please list the school sites receiving equipment.

VII. Board of Education COC Liaison Report

- A. COC 2020-2021 Annual Report will be presented at tomorrow night’s Board meeting.
- B. There will be a short presentation on the opening of schools (Covid protocols).
- C. District is looking into creating career pathways for students whereby students would take two or more career technical education courses and meet a career “indicator”.

VIII. Facilities Reports

- A. Update from Dr. Barnes:
  - 1. Shared bimonthly Measure O construction update provided to the Board via Friday communique. There are links in the update to Measure O website, including COC page.

Comment from COC member Uriu: Could there be a thumbnail of these updates placed on the main page of the PUSD website that then takes people to the Measure O page?

Staff response: We can see about doing that.

Pasadena Unified School District (PUSD)  
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING  
**Meeting Minutes for July 27, 2022**

Comment from Board Trust Kenne: Facilities Master Plan page on the PUSD website points to an old plan, not the new one. Second COC member Uriu's suggestion to make it straightforward for parents to find this info on the website.

IX. Consolidated budget by Funds

A. Measure TT project list: No major changes.

- Question from COC member Uriu (echoed by others later): When will the remaining \$1.5M be allocated?  
Response from COC member Robinson: Generally Facilities presents a list of projects to the Board and then they approve them. Facilities needs to assemble this list to "close out" Measure TT funds.
- Question/comment from Board Trustee Kenne: When will the "missing" \$581,000 be reflected in the Measure TT uncommitted funds?  
There was an extended discussion about this between district staff and Ms. Kenne about these funds. The end result of this discussion was that Dr. Barnes and Ms. Azarian will work with the auditors to figure out what is going on with this money.

B. Measure O Projects – District Service Center

- Capital projects: Roofing projects are now listed, and additional detail (by school site) is provided in a detailed report immediately after the summary report.

C. Measure O Projects – IT Services

- Comment from COC member Nerenberg: A reminder that there was a desire to have the spending on computer labs broken out by school.

D. Measure TT – Construction Status Report – July 2022

- This was a recap of the capital projects already discussed on the Measure TT and Measure O project lists and presented photos of some of the sites.

The meeting adjourned at 7:56 pm.

X. The next COC meeting date is August 24, 2022.

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

**Topic:** APPROVAL OF RESOLUTION NO. 2673 AND CHANGE ORDER NO. 1&2 WITH SHENK DEVELOPERS FOR THE ALTADENA ELEMENTARY TWO RELOCATABLE CLASSROOMS, ON-SITE FIRE HYDRANT INSTALLATION AND TO ACCEPT THE PROJECT AS COMPLETE.

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approve Resolution No. 2673 and Change Order No. 1 & 2 in the combined amount not to exceed \$30,348.00 with Shenk Developers for the Altadena Elementary Two Relocatable Classrooms and On-Site Fire Hydrant Installation Project Bid No. 13- 21/22 and to accept the project as complete.

**Anticipated Effect on Student Outcomes:** Provides improvements to school facilities in support of 21st Century learning environments.

**I. BACKGROUND:**

On June 1, 2022, Pasadena Unified School District issued a Notice to Proceed to Shenk Developers for the Altadena Elementary Two Relocatable Classrooms and On Site Fire Hydrant Installation project Bid No. 13- 21/22 in the total amount of \$242,000.00

**II. STAFF ANALYSIS:**

District staff recommends the approval of Change Order No. 1 & 2 with Shenk Developers for the Altadena Elementary Two Relocatable Classrooms and on-Site Fire Hydrant Installation Project in the total amount \$30,348.00.

- Change order No.1 \$19,103.00
- Change order No.2 \$11,245.00

Change order No. 1 & 2 will bring the total change order percentage on this project to 12.54%. The new contract price including these change orders will be \$272,348.00. Please refer to the attached change orders No. 1 and No. 2 for an explanation of the items listed by description and value. District staff has determined all the work for the Altadena Elementary two relocatable classrooms and on-site fire hydrant installation project has been performed and recommends that the Board of Education accept the project as complete and authorizes staff to file a Notice of Completion with the County Clerk's office.

**Attachments:** Resolution No. 2673 & Change Orders No. 1 and No. 2

**III. FISCAL IMPACT:**

Funds in an amount not to exceed \$30,348.00 are available in the Altadena Elementary Relocatable Classrooms and on-Site Fire Hydrant Installation Project Measure TT Account.

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

August 25, 2022

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

**Funding title code:**

**Title:** Measure TT Bond/Capital Facilities

**Code:** 21.1-95068.0-00000-85000-6275-0040000

Approved:



\_\_\_\_\_  
Brian O. McDonald, Ed.D.  
Superintendent

Originator: Leonard Hernandez Jr. Director of Facilities, Maintenance, Operations & Transportation

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

**RESOLUTION NO. 2673**

**RESOLUTION FOR APPROVAL OF ADDITIONAL PAYMENT**

**WHEREAS**, On June 1, 2022, the Governing Board of the Pasadena Unified School District (“District”) previously issued a Notice To Proceed to Shenk Developers (“Shenk”) for the Altadena Elementary Two Relocatable Classrooms and On Site Fire Hydrant Installation project (“Project”) Bid No. 13-21/22 in the total amount of \$242,000.00;

**WHEREAS**, subsequent to the award of the contract for the Project, the work was placed on hold for 22 days by District due to the concerns raised by neighbors where new relocatable classrooms would be placed. The district staff worked with the neighbors to reconfigure the location of the relocatable classrooms. CCD-A was submitted to Division of State Architect to place the classrooms to a better suitable location as agreed with neighbors. Change orders No.1&2 are reflective of additional costs as follows.

- No. 1 Contractors extended overhead, relocation of classrooms, additional utility trenching extensions and all other associated costs. \$19,103.00
- No. 2 Extension of existing ramps due to location change to comply with ADA requirements. \$11,245.00

**WHEREAS**, the total sum of all Change Orders No. 1 & 2 will be \$30,348.00, 12.54% of the original contract amount and which exceeds the limitations set forth in Public Contract Code section 20118.4;

**WHEREAS**, Shenk Developers is intimately familiar with the Project and is ready, willing, and able to perform the additional work set forth in the Change Orders;

**WHEREAS**, Public Contract Code section 20111(c) and Government Code section 53060 states that the competitive bidding requirements do not apply to professional or special services or advice;

**WHEREAS**, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by Shenk Developers;

**WHEREAS**, competitive bidding the additional work covered by the Change Orders would result in the delay of the completion of the Project;

**WHEREAS**, it would work an incongruity and not produce any advantage to the District to competitively bid the additional work set forth in the Change Orders since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by Shenk Developers; and

**WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.**

**NOW, THEREFORE, BE IT RESOLVED that:**

The Board of Trustee of Pasadena Unified School District hereby declares

**Section 1.** That the above recitals are all true and correct.

**Section 2.** That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

**Section 3.** That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to Shenk Developers in accordance with the terms and conditions set forth in the Change Orders.

**Section 4.** That the completion and approval of the additional work stated in Change Orders is necessary to ensure completion of the Project and use of the facilities by students and staff.

**Section 5.** That the Governing Board delegates to its Chief Finance and Operations officer authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

**Section 6.** That this Resolution shall be effective as of the date of its adoption.

**PASSED, APPROVED, and ADOPTED, this 25<sup>th</sup> day of August 2022, the board meeting of the Pasadena Unified School District Board of Education, Los Angeles County, California.**

\_\_\_\_\_  
Elizabeth Pomeroy, President

\_\_\_\_\_  
Michelle Richardson Bailey, Vice President

\_\_\_\_\_  
Kimberly Kenne, Clerk

\_\_\_\_\_  
Jennifer Hall Lee, Member

\_\_\_\_\_  
Patrick Cahalan, Member

\_\_\_\_\_  
Tina Fredericks, Member

\_\_\_\_\_  
Scott Phelps, Member

# CHANGE ORDER

## Distribution to:

OWNER: ■ Pasadena Unified S.D.  
ARCHITECT: ■ Scott Gaudineer  
Flewelling & Moody  
CONTRACTOR: ■ Shenk Developers  
INSPECTOR: ■ Victor Vartanian

**PROJECT: Relocation of two Modular Classroom Bldgs. at  
Altadena Elementary School  
743 E. Calaveras Street  
Altadena, CA 91001**

Change Order No.....1  
Date: July 27, 2022  
District's Project No: 13-21/22  
Architect's Project No: 2934  
DSA Application No: 03-121832  
DSA File No: 19-80  
Contract Date: June 6, 2022

### **TO CONTRACTOR**

Shenk Developers  
210 N. Central Avenue, Suite 225  
Glendale, CA 91203

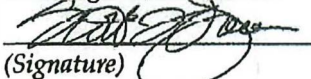
**You are directed to make the following changes in this Contract as described in  
'ATTACHMENT 'A' on the attached pages for each item description of changes.**

Not valid until signed by the Owner, Architect and Contractor. Signature of the Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum with Allowance:	\$ 242,000.00
Original Allowance in Base Contract is:	\$ 10,000.00
Net Change by previously authorized Change Orders:	\$ .00
The Contract Sum prior to this Change Order was:	\$ 242,000.00
Amount used in the Allowance:	\$ 10,000.00
The Contract Sum will be <u>increased</u> by this Change Order amount:	\$ 19,103.00
The new Contract Sum amount is:	\$ 261,103.00
The Contract Time will be <u>increased</u> by [ 22 ] Days per this Change Order.	

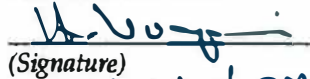
### ARCHITECT

Flewelling & Moody  
815 Colorado Blvd., Suite 200  
Los Angeles, CA 90041

  
(Signature)  
BY Scott Gaudineer, C-14211  
DATE 7.27.22


### CONTRACTOR

Shenk Developers  
210 N. Central Ave., Ste. 225  
Glendale, CA 91203

  
(Signature)  
BY VICTOR VARTANIAN  
DATE 7.28.22

### Authorized: OWNER

Pasadena Unified School Dist.  
351 South Hudson Avenue  
Pasadena, CA 91109

  
(Signature)  
BY Mr. Leonard Hernandez Jr.  
DATE 7/28/2022



**ALTADENA ELEMENTARY SCHOOL  
Relocation of two Modular Buildings  
CHANGE ORDER #1**

**DSA 03-121832 (F&M# 2934)**

**ATTACHMENT 'A'**

**Item 1**

Description: Revise the location of the Modular buildings. **ADD \$19,103.00**  
(Reference: COR #1R2)

Requested by: District

Reason: Per District's direction the project was put on hold while  
negotiating modular buildings location onsite with neighboring  
residences. Modular buildings location required revision.

**CHANGE ORDER AMOUNT \$19,103.00**  
**Time extension added to the contract: '22' Days**

**SCHOOL NAME** ALTADENA E.S. - PUSD **Change Order Proposal**  
**PROJECT NAME** RELOCATE 2 PORTABLES NAV FH  
**DISTRICT NAME** PASADENA UNIFIED SCHOOL DISTRICT **COP#** 01R2

**Bid #** 13-21/22 (P# 97688 - PROJECT ID # 415942) **Date:** 7.12.22  
**Architect:** SAM SAHANI / FLEWELLING & MADDY  
**Project Manager:** SAM MAISSIAN - PUSD **RFI #:**  
**Contractor:** SHENK DEVELOPERS **CCD #:** 001-A

**DESCRIPTION:** WORK WAS STOPPED PER DISTRICT'S REQUEST AS OF 6.16.22 FOR 22 DAYS PENDING RESOLUTION OF THE REVISIONS LOCATION OF THE 2 PORTABLE CLASSROOMS. BELOW IS CONTRACTOR'S COST  
 (Contractor to provide detailed narrative of Change Order Request work, attach additional pages as required)

**Subcontractor Costs** (used when work is subcontracted) ATTACHED

Company	Description	Material	Labor	Total
H&I CONSTRUCTION	RELOCATE THE INSTALLED UNITS			\$ 4,810
VENTURE S&S/PROOF	MOD/DENOB/ADJUST W/ CONDUITS			\$ 2,425
DURN'S FENCE	ADDITIONAL CL FENCE & FOLDING			\$ 2,700

**Subtotal** \$ 9,935

**Subcontractor OH and Profit** (see GC's for %'s)

**Subcontractor Subtotal** \$ 9,935

**Contractor OH and Profit** (see GC's for %'s)

\$ 497

**Subcontractor Total + Contractor Mark-up (Line 1)**

\$ 10,432

**Contractor Costs** (used when work is self-performed)

Contractor	Description	Material	Labor	Total
TOB&IF	EXTENDED SUPERVISION & PROJ. MGMT. (\$20,000/365) 22 D:			\$ 12,055
HOME OFFICE	EXTENDED OVERHEAD (\$120,000 x 0.50/365) 22 D:			\$ 3,616
EXTENDED	INSURANCES (\$12,000/44 + \$5,000/AUTO) / 365 22 D:			\$ 1,025
RELOCATE	LABOR/VERIFY CLEARANCES (\$125 + \$75) 8 HRS			\$ 1,600
	TECH. HELP			\$ 28,728

**APPLY PROJECT ALLOWANCE OF \$10,000**

\$ 10,000

**Contractor Total + Contractor Mark-up (Line 2)**

\$ 18,728

**Bonding 2% (Line 3)**

\$ 375

**TOTAL COSTS FOR COP:**

\$ 19,103

(Line 1 + Line 2 + Line 3)

(6.16.22 - 7.7.22) → **TOTAL TIME FOR COP: 22 DAY**

**CONTRACTOR:** SHENK DEVELOPERS

**Submitted by:**

**Date:** 7.12.22

*[Signature]* 7/13/22  
*[Signature]* 7/13/22  
*[Signature]* 7/13/22



**Work Stoppage at Altadena ES Relocation of 2 Portable Classrooms Project:**

We were instructed by PUSD in an email sent by project manager Sam Maissian on June 16, 2022 to immediately stop work on the portables until further notice, pending the resolution of a dispute the District was having with the neighbors regarding the proximity of the project's portables to the neighbors' properties. We were able to resume work on July 8, 2022 when the portables contractor was able to return to work and start assembling the units according to the modified layout prepared by the Architect in CCD 001-A approved by DSA on July 7, 2022. The work stoppage was for 22 days.

Hratch Vorperian

Project Manager

Shenk Developers, General Contractor

**SHENK DEVELOPERS:**

Tel: (818) 281.9541

Fax: (818) 841.9044

710 N Priscilla Ln, Burbank, Ca 91505

[shenkdevelopers@hotmail.com](mailto:shenkdevelopers@hotmail.com)

# HN CONSTRUCTION SERVICES

6676 Palo Verde Place  
Rancho Cucamonga, CA 91739

## Estimate

Date	Estimate #
6/30/2022	7129

Name / Address
Shenk Developers 710 N Priscilla Ln. Burbank Ca. 91505

		Project	
Description	Qty	Rate	Total
Extra Work at Altadena Arts School			
On Thursday June 16 Lower buildings to blocks	1	2,100.00	2,100.00
On Wednesday took a truck and lowboy trailer to move a building stage it and turn around then roll buildings to location	1	2,710.00	2,710.00
Thank you for your business.		<b>Total</b>	\$4,810.00

Venture System Group, Inc  
14812 Calpella St.  
La Mirada, CA 90638  
CSL #1015732

Estimate

Date 7/11/2022

Estimate # 3696

## Name / Address

**Shenk Developers**  
210 North Central Ave.  
Suite 225  
Glendale, CA 91203

## Ship To

Altadena ES  
743 Calaveras St  
Altadena, CA 91101

		Terms	Progress
Description	Qty	Rate	Total
General Labor - Material, equipment relocation in and out of Construction site	7	175.00	1,225.00
Engineering labor - Adjustments to UG conduit layout	8	150.00	1,200.00
W/O 2203017			
Subtotal			\$2,425.00

Telephone (562) 447-7888

Fax (562) 941-8299

[www.venturesystemsinc.com](http://www.venturesystemsinc.com)

Subtotal	\$2,425.00
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Sales Tax (0.0%)	\$0.00
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Total	\$2,425.00
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## DUNN'S FENCE CO.

4751 Chamber Ave.  
La Verne CA. 91750  
Lic # 988434  
DIR # 100009442

## ESTIMATE / QUOTE

DATE ESTIMATE NO.

7/3/2022 # 962

### NAME / ADDRESS

Shenk Developers  
210 N. Central Avenue, Ste 225  
Glendale, CA 91203

### Project

Altadena ES  
PUSD

REP

BOB

### DESCRIPTION

QTY	COST	TOTAL
20	75.00	1,500.00
3	400.00	1,200.00

Add 20 lf of 6' high chain link fence

Add 3 ea. Posts, cages, and concrete footings.

Exclusions unless noted: coring or sawing of asphalt or concrete, removal of spoils, surveying or staking of property or fence lines, permits or fees, painting, traffic control, inspections, scaled drawings or submittals. Certified shop or field welding, Non Union

**TOTAL**

\$2,700.00

**SIGNATURE** \_\_\_\_\_

Phone #

626-523-7240

# CHANGE ORDER

## Distribution to:

OWNER: ■ Pasadena Unified S.D.  
ARCHITECT: ■ Scott Gaudineer  
Flewelling & Moody  
CONTRACTOR: ■ Shenk Developers  
INSPECTOR: ■ Victor Vartanian

PROJECT: Relocation of two Modular Classroom Bldgs. at  
Altadena Elementary School  
743 E. Calaveras Street  
Altadena, CA 91001

Change Order No.....2  
Date: July 27, 2022  
District's Project No: 13-21/22  
Architect's Project No: 2934  
DSA Application No: 03-121832  
DSA File No: 19-80  
Contract Date: June 6, 2022

## TO CONTRACTOR

Shenk Developers  
210 N. Central Avenue, Suite 225  
Glendale, CA 91203


You are directed to make the following changes in this Contract as described in  
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indicates his agreement herewith, including any adjustment in Contract Sum or Contract  
Time.

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The Contract Time will be <u>increased</u> by [ 0 ] Days per this Change Order.	

## ARCHITECT


Flewelling & Moody  
815 Colorado Blvd., Suite 200  
Los Angeles, CA. 90041

  
(Signature)  
BY Scott Gaudineer, C-14211

DATE 7.27.22

## CONTRACTOR

Shenk Developers  
210 N. Central Ave., Ste. 225  
Glendale, CA 91203

  
(Signature)  
BY VICTOR VARTANIAN

DATE 7.28.22

## Authorized: OWNER

Pasadena Unified School Dist.  
351 South Hudson Avenue  
Pasadena, CA 91109

  
(Signature)  
BY Mr. Leonard Hernandez Jr.

DATE 7/28/2022

**ALTADENA ELEMENTARY SCHOOL  
Relocation of two Modular Buildings  
CHANGE ORDER #2**

**DSA 03-121832 (F&M# 2934)**

**ATTACHMENT 'A'**

**Item 1**

Description: Extend the existing ramps of the modular buildings **ADD \$11,245.00**  
Per RFI #3 revised layout.  
(Reference: COR #2, RFI #3)

Requested by: District

Reason: Ramp extension were required due to modular buildings  
relocation onsite.

**CHANGE ORDER AMOUNT \$11,245.00**  
**Time extension added to the contract: '0' Days**





# JIN CONSTRUCTION SERVICES

6676 Palo Verde Place  
Rancho Cucamonga, CA 91739

COR 102

2/2

## Estimate

Date	Estimate #
7/16/2022	7141

Name / Address
Shenk Developers 710 N. Priscilla Ln. Burbank Ca. 91505

		Project	
Description	Qty	Rate	Total
Alendale School Altaena Ca			
To Supply 1 Ramp extension	1	4,200.00	4,200.00
To Supply 1 Switch back ramp	1	6,300.00	6,300.00
I thank you for your business.		<b>Total</b>	\$10,500.00

EXHIBIT E

**FORM OF REQUEST FOR INFORMATION**

TO: SAM SAHAND, ARCH / FIRMING RFI NO: 03  
FROM CONTRACTOR SHANK DEVELOPERS DATE: 7.12.22  
SCHOOL: ALTA DENA ES TUSD PROJECT: RELO PORTABLES  
PROJECT: RELOCATE 2 PORTABLES NEW FA BID NO: 13 - 21/22  
SUBJECT: PORTABLES RAMPS

Reference: Drawings: ATTACHED SKETCH Specifications: \_\_\_\_\_  
DESCRIPTION OF PROBLEM / CLARIFICATION / INFORMATION REQUIRED:

THE RAMPS OF THE PORTABLES NEED TO BE  
REDESIGNED TO FIT THE NEW LAYOUT OF THE  
PORTABLES PER CCD 01-A. SEE THE ATTACHED  
SKETCH FOR ELEVATIONS, ...

CONTRACTOR'S PROPOSED SOLUTION:

EXTEND THE RAMPS AS SHOWN IN RED ON  
THE ATTACHED SKETCH.

By:

HRATCH VORPERIAN  
Name

H. Vorperian  
Signature

RESPONSE:

Please see comments on the plan.

Response:

Sam Sahand

Name

Sam Sahand  
Signature

Firm:

F&M

Title:

PM

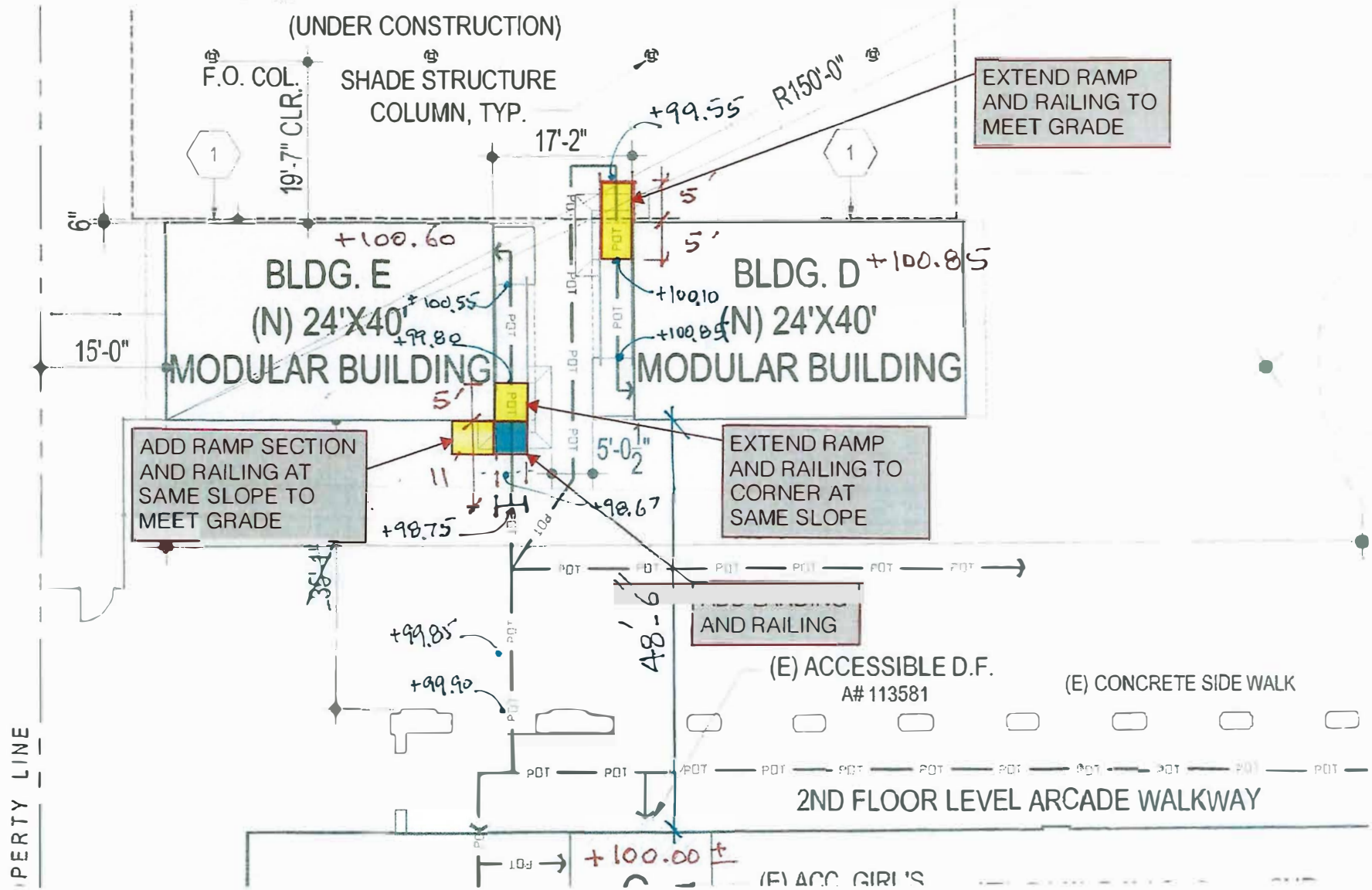
Date:

07/13/2022

*This document provides information or clarification only and does not constitute authorization or direction to proceed with additional work. If, in the opinion of the Contractor, the response has impact to the Contract amount and/or time, the Contractor must advise Architect in writing within five (5) days of receipt that the response constitutes issuance of a change order. The Contractor's notice shall be accompanied and appropriately supported with justification, reasoning and references where the contract requirements have been exceeded due to the response to the RFI. Otherwise, the response will stand as clarifications to the Contract Documents only without any additional costs to the District.*

ADDENDA ES

RFI #03





**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:

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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:

<b>Facilities</b>
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.

<b>Item</b>	<b>Target Schedule</b>
Public Agency approves selection of Design/Builder and to move forward with Project at regularly scheduled Board Meeting	September 22 <sup>nd</sup> , 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.



# **Design-Build**

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## **Project Delivery Method**

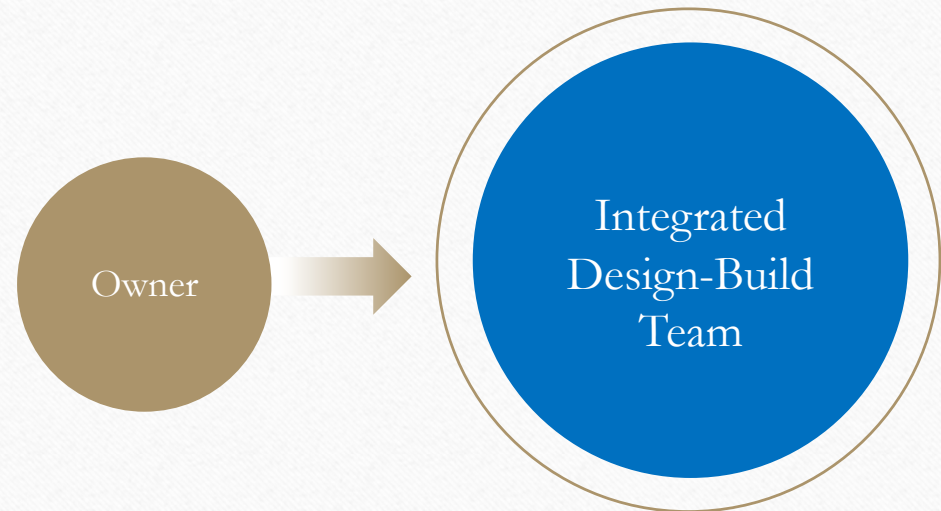
# WHAT IS DESIGN BUILD?

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## ONE CONTRACT

for Design *and* Construction

**SINGLE POINT OF  
RESPONSIBILITY**



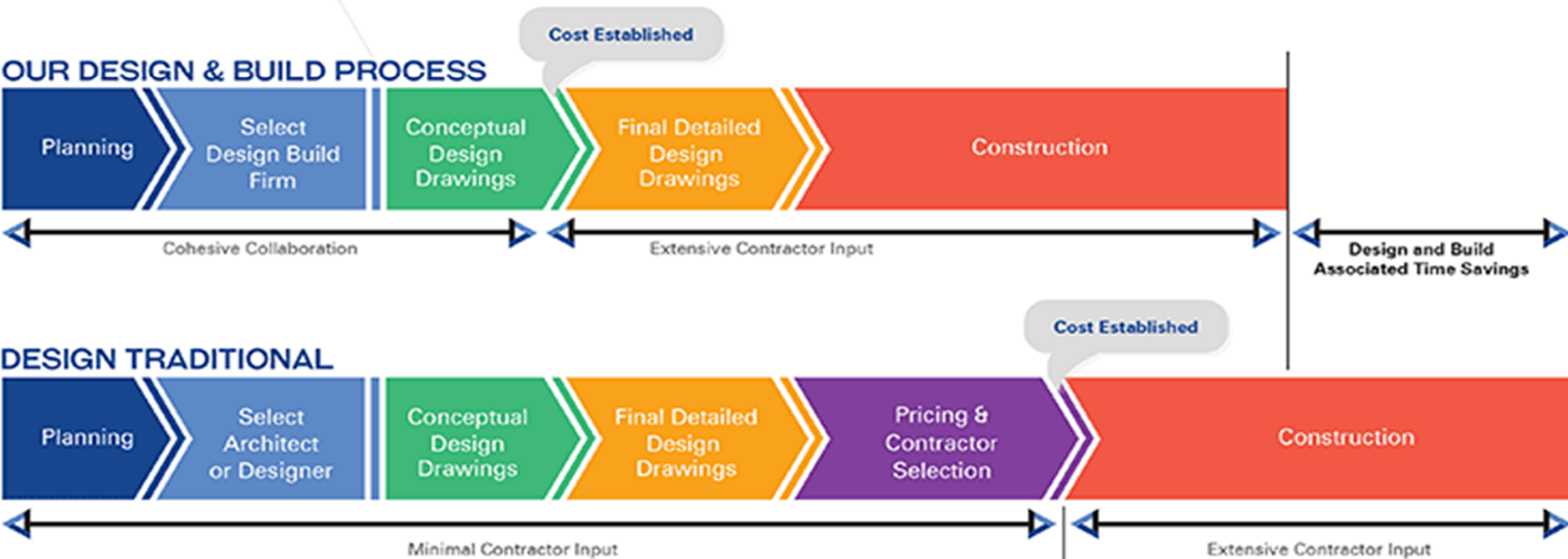


# DESIGN-BUILD

## Why Would Public Owners Want To Use It?

- ✓ Streamlined Procurement
- ✓ Enhances Collaboration with Subcontractors
- ✓ Allow For More Owner Input In Design (Criteria Documents)
- ✓ Allows More Owner Input In Subcontractor and Supplier Selection
- ✓ High Degree Of Price And Schedule Certainty
- ✓ Transparency In Cost Development
- ✓ Off-Ramp Contract(s)
- ✓ Phased Project Delivery
- ✓ Cost and Schedule Information During Design Development
- ✓ DBE Commitment To Full Contract Price (GMP)
- ✓ Risk For Design Deficiencies

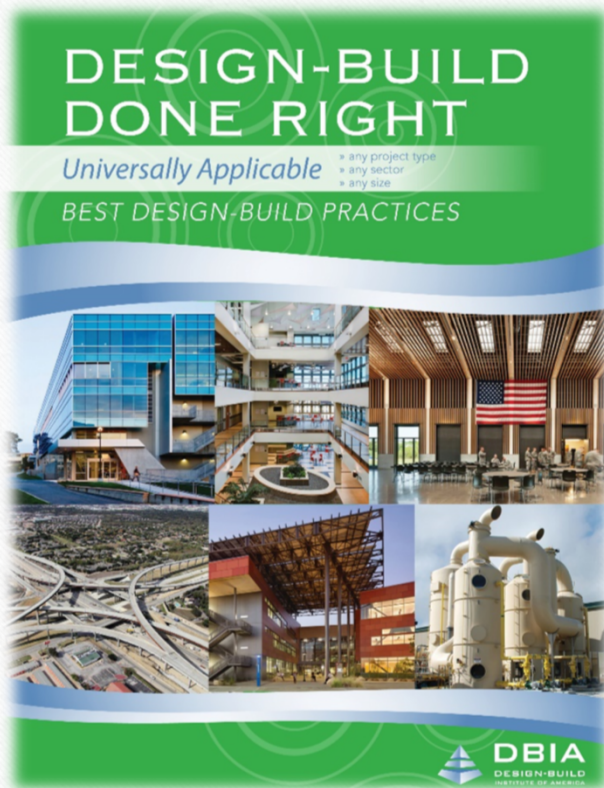
# DESIGN AND BUILD FLOW CHART



If For Any Reason Owner and DBE Cannot Negotiate Acceptable Agreement For Construction Phase, The Owner Has The Right To Exercise "An Off-Ramp" And Use The Design To Advance The Project In What Ever Manner They Choose



# DESIGN-BUILD BEST PRACTICES



## PROCUREMENT

- Focus heavily on qualifications rather than price
- Encourage early involvement of key specialty trade contractors
- Minimize use of prescriptive requirements
- Maximize use of performance-based requirements
- Limit proposal deliverables
- Use two-phase procurement process when asking for project-specific technical submittals
- Make conscious decisions about importance of design excellence, innovation and sustainability



# **SUBMIT AN APPLICATION TO JOIN!**

## **CITIZENS OVERSIGHT COMMITTEE (COC)**

The Citizens Oversight Committee (COC) is a seven-member, independent oversight group to ensure government bond funds are spent appropriately.

The COC is currently accepting applications for any available seats and keeps a list of candidates for future seats.

### **COMMITTEE FUNCTIONS INCLUDE:**

- Review expenditures planned by the facilities department
- Make suggestions to the facilities committee
- Monitor the progress of construction projects
- Review the annual independent financial and performance audits
- Submit annual report to the school superintendent



**PASADENA**  
Unified School District

### **COMMITTEE COMPOSITION REQUIREMENTS**

- A parent or guardian of a District enrolled child
- Both a parent or guardian of a District enrolled child and active in a parent-teacher organization
- Member active in a senior citizens' organization
- Member active in a bona-fide taxpayers association
- Two (2) members of the community at-large
- Member active in a business organization representing the business community located in the District.

**FOR  
APPLICATION  
AND  
GUIDELINES  
SCAN QR CODE**



Placeholder for COC Application  
Questions, Info and Phone Number



# Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 08/17/2022)

## Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name - Project Name/Expense Category/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	10,662,827	10,538,965	123,861	1,750	106,339
<b>ALTADENA ELEM. TOTAL</b>	<b>10,947,440</b>	<b>10,841,101</b>	<b>10,717,239</b>	<b>123,861</b>	<b>1,750</b>	<b>106,339</b>
Aveson Charter School (Noyes) - COMPLETE: Portable N Demolition Project (95029.0)	30,654	30,654	30,654	-	-	-
<b>AVESON (NOYES) TOTAL</b>	<b>30,654</b>	<b>30,654</b>	<b>30,654</b>	-	-	-
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	-	-	-
<b>BLAIR TOTAL</b>	<b>46,300,688</b>	<b>46,299,971</b>	<b>46,299,971</b>	-	-	<b>717</b>
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) (2)	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
<b>BURBANK TOTAL</b>	<b>1,296,650</b>	<b>1,265,956</b>	<b>1,265,956</b>	-	-	<b>30,694</b>
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	-	-	-
<b>CAREER TECHNICAL TOTAL</b>	<b>2,783,507</b>	<b>2,783,507</b>	<b>2,783,507</b>	-	-	-
Central Kitchen - COMPLETE: Culinary Academy/Kitchen Construction (9)	1,238,928	1,238,928	1,238,928	-	-	-
<b>CENTRAL KITCHEN TOTAL</b>	<b>1,238,928</b>	<b>1,238,928</b>	<b>1,238,928</b>	-	-	-
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	-	-	-
<b>CLEVELAND ELEM. TOTAL</b>	<b>4,824,330</b>	<b>4,824,330</b>	<b>4,824,330</b>	-	-	-
District Service Center - Facilities Administration (95000.0) (1) (2) (3)	16,919,126	16,204,135	16,201,933	2,202	-	714,991
<b>DSC FACILITIES ADMIN</b>	<b>16,919,126</b>	<b>16,204,135</b>	<b>16,201,933</b>	<b>2,202</b>	-	<b>714,991</b>
District-Wide - COMPLETE: Bogen Clock Speaker System (95032.0)	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	-	-	-



**Budget Status by Fund**

Budget status summary by Fund in selected Projects (thru 08/17/2022)

**Budget vs. Commitments and Expenditures by Fund**

Reconciliation Always In Progress

21.1 - GOB (Measure TT Series A)				Fund 21.1 Analysis		
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)	3,000,000	3,000,000	3,000,000	-	109,813	-
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	-	-	-
<b>DISTRICT WIDE PROJECTS</b>	<b>13,073,026</b>	<b>13,073,026</b>	<b>13,073,026</b>	-	<b>109,813</b>	-
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	-	-	-
<b>DON BENITO ELEM. TOTAL</b>	<b>1,810,976</b>	<b>1,772,865</b>	<b>1,772,865</b>	-	-	<b>38,111</b>
Edison Elementary School - Edison ADA Upgrades (95143.0)	43,940	43,940	43,940	-	-	-
<b>EDISON ELEMENTARY TOTAL</b>	<b>43,940</b>	<b>43,940</b>	<b>43,940</b>	-	-	-
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	-	-	-
<b>ELIOT MS CHILLED WATER PIPING CORR (95146.1) - ELIOT MS CHILLED WATER PIPING</b>	<b>89,230</b>	<b>89,230</b>	<b>89,230</b>	-	-	-
<b>ELIOT MIDDLE SCHOOL</b>	<b>9,666,945</b>	<b>9,666,945</b>	<b>9,666,945</b>	-	-	-
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
<b>FIELD ELEMENTARY SCHOOL</b>	<b>4,043,376</b>	<b>4,018,375</b>	<b>4,018,375</b>	-	-	<b>25,000</b>
Franklin Elementary School - COMPLETE: Measure T E-Rate (95180.0)	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)				-	-	-



# Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 08/17/2022)

## Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	2,156,637	2,156,637	2,156,637	-	-	-
<b>FRANKLIN ELEM. TOTAL</b>	<b>2,922,600</b>	<b>2,922,600</b>	<b>2,922,600</b>	-	-	-
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/Cafe (95071.0) (2)				-	-	-
	4,477,235	4,472,235	4,472,235	-	-	5,000
<b>HAMILTON ELEM. TOTAL</b>	<b>4,672,562</b>	<b>4,667,562</b>	<b>4,667,562</b>	-	-	<b>5,000</b>
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	-	-	-
<b>JACKSON ELEM. TOTAL</b>	<b>4,984,238</b>	<b>4,984,238</b>	<b>4,984,238</b>	-	-	-
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	-	-	-
<b>JEFFERSON ELEM. TOTAL</b>	<b>1,400,627</b>	<b>1,400,627</b>	<b>1,400,627</b>	-	-	-
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	-	-	-
<b>JOHN MUIR HIGH TOTAL</b>	<b>38,255,006</b>	<b>38,200,827</b>	<b>38,200,827</b>	-	-	<b>54,180</b>
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	-	-	-
<b>LINDA VISTA ELEM. TOTAL</b>	<b>176,830</b>	<b>176,830</b>	<b>176,830</b>	-	-	-
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				-	-	-





## Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 08/17/2022)

## Budget vs. Commitments and Expenditures by Fund

Reconciliation Always In Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	181,497	181,497	181,497	-	-	-
Loma Alta Elementary School - COMPLETE: Retaining Wall & Street Improvements (95				-	-	-
	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	-	-	-
<b>LOMA ALTA ELEM. TOTAL</b>	<b>1,457,084</b>	<b>1,457,084</b>	<b>1,457,084</b>	-	-	-
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) (2)				-	-	-
	1,340,458	1,340,458	1,340,458	-	-	-
<b>LONGFELLOW ELEM. TOTAL</b>	<b>4,092,074</b>	<b>4,092,074</b>	<b>4,092,074</b>	-	-	-
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	-	-	-
<b>MADISON ELEM. TOTAL</b>	<b>5,969,957</b>	<b>5,969,957</b>	<b>5,969,957</b>	-	-	-
Marshall Fundamental Secondary School - 09 HVAC Upgrades (95146.0)				-	-	-
	982,595	982,595	982,595	-	-	-
Marshall Fundamental Secondary School - COMPLETE: Career Technical Education (95145.0)				-	-	-
	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 Impro				-	-	-
	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 (95103.0)				-	-	-
	21,090	21,090	21,090	-	-	-
Marshall Fundamental Secondary School - COMPLETE: Window Replacement (95094.0) (2)				-	-	-
	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	-	-	-
<b>MARSHALL FUNDAMENTAL TOTAL</b>	<b>19,349,240</b>	<b>19,349,240</b>	<b>19,349,240</b>	-	-	-
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)				-	-	-
	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
<b>MCKINLEY K-8 TOTAL</b>	<b>21,228,676</b>	<b>21,227,578</b>	<b>21,227,578</b>	-	-	<b>1,098</b>



# Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 08/17/2022)

## Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis	
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)	75,715	75,715	75,715	- -
Norma Coombs Elementary - COMPLETE: Water Meter Separation (95116.0) (2)	21,400	21,400	21,400	- -
<b>NORMA COOMBS ELEM. TOTAL</b>	<b>12,041,097</b>	<b>12,036,097</b>	<b>12,036,097</b>	<b>- 5,000</b>
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) (2)	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
<b>PASADENA HIGH TOTAL</b>	<b>33,947,710</b>	<b>33,328,971</b>	<b>33,328,971</b>	<b>- 618,739</b>
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	- -
<b>ROOSEVELT ELEM. TOTAL</b>	<b>2,026,550</b>	<b>2,026,550</b>	<b>2,026,550</b>	<b>- -</b>
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	- -
Rose City High School - COMPLETE: Measure T E-Rate (95180.0)	134,493	134,493	134,493	- -
<b>ROSE CITY HIGH TOTAL</b>	<b>821,759</b>	<b>821,759</b>	<b>821,759</b>	<b>- -</b>
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	- -





## Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 08/17/2022)

## Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				Fund 21.1 Analysis		
San Rafael Elementary School - Modernization (95030.0) (2)				-		7,578
<b>SAN RAFAEL ELEM. TOTAL</b>	<b>1,957,504</b>	<b>1,949,926</b>	<b>1,949,926</b>	-	-	<b>7,578</b>
Sierra Madre Elementary School - 06 Phase II Upgrades (95126.0)				-		-
	<b>756,811</b>	<b>756,811</b>	<b>756,811</b>	-		-
Sierra Madre Elementary School - COMPLETE: Phase I - New Permanent Classroom Buildi				-		-
	<b>4,074,221</b>	<b>4,074,221</b>	<b>4,074,221</b>	-		-
<b>SIERRA MADRE ES TOTAL</b>	<b>4,831,032</b>	<b>4,831,032</b>	<b>4,831,032</b>	-	-	-
Sierra Madre Middle School - COMPLETE: Career Technical Education (95145.0)				-		-
	<b>38,113</b>	<b>38,113</b>	<b>38,113</b>	-		-
Sierra Madre Middle School - COMPLETE: Measure T E-Rate (95180.0)				-		-
	<b>299,998</b>	<b>299,998</b>	<b>299,998</b>	-		-
Sierra Madre Middle School - New MS Campus (95038.0) (2)				-		-
	<b>38,355,219</b>	<b>38,355,219</b>	<b>38,355,219</b>	-		-
<b>SIERRA MADRE MS TOTAL</b>	<b>38,693,330</b>	<b>38,693,330</b>	<b>38,693,330</b>	-	-	-
Washington Accelerated Elementary School - 01 New Classroom/MPR Bldg (95045.0) (2)				-		-
	<b>20,301,145</b>	<b>20,301,145</b>	<b>20,301,145</b>	-		-
Washington Accelerated Elementary School - Campus Improvements - Measure Y				-		-
	<b>5,631</b>	<b>5,631</b>	<b>5,631</b>	-		-
Washington Accelerated Elementary School - COMPLETE: Measure T E-Rate (95180.0)				-		-
	<b>251,858</b>	<b>251,858</b>	<b>251,858</b>	-		-
Washington Accelerated Elementary School - New Child Care Center (95067.0) (2)				-		-
	<b>123,747</b>	<b>118,747</b>	<b>118,747</b>	-		5,000
<b>WASHINGTON ES TOTAL</b>	<b>20,682,381</b>	<b>20,677,381</b>	<b>20,677,381</b>	-	-	<b>5,000</b>
Washington Middle School - COMPLETE: Career Technical Education (95145.0)				-		-
	<b>34,572</b>	<b>34,572</b>	<b>34,572</b>	-		-
Washington Middle School - COMPLETE: Measure T E-Rate 95180.0 (2)				-		-
	<b>261,489</b>	<b>261,489</b>	<b>261,489</b>	-		-
Washington Middle School - New Constr. & Mod. (95081.0) (2)				-		-
	<b>16,256,837</b>	<b>16,247,644</b>	<b>16,227,001</b>	20,642		9,193
<b>WASHINGTON MS TOTAL</b>	<b>16,552,898</b>	<b>16,543,705</b>	<b>16,523,063</b>	<b>20,642</b>	-	<b>9,193</b>
Webster Elementary School - Aud/AdminBldg/Kitchen/Playground (95047.0) (2)				-		-
	<b>2,181,333</b>	<b>2,181,333</b>	<b>2,181,333</b>	-		-
Webster Elementary School - COMPLETE: Kitchen Modernization (95083.0)				-		-
	<b>19,858</b>	<b>19,858</b>	<b>19,858</b>	-		0
Webster Elementary School - COMPLETE: Measure T E-Rate 95180.0				-		-
	<b>139,666</b>	<b>139,666</b>	<b>139,666</b>	-		-
Webster Elementary School - COMPLETE: Preschool Shade Structure (95105.0)				-		-
	<b>132,613</b>	<b>132,613</b>	<b>132,613</b>	-		-
<b>WEBSTER ELEM. TOTAL</b>	<b>2,473,471</b>	<b>2,473,471</b>	<b>2,473,471</b>	-	-	<b>0</b>
Willard Elementary School - COMPLETE: Exterior Upgrade & Window Replacement (9				-		-
	<b>711,113</b>	<b>711,113</b>	<b>711,113</b>	-		-
Willard Elementary School - COMPLETE: Field Installation/Irrigation & Demo (95				-		-
	<b>156,606</b>	<b>156,606</b>	<b>156,606</b>	-		-
Willard Elementary School - COMPLETE: Multi-Use Room (95002.0)				-		-
	<b>428,811</b>	<b>428,811</b>	<b>428,811</b>	-		-
Willard Elementary School - COMPLETE: Power & Fire Alarm Upgrade (95065.0)				-		-
	<b>393,698</b>	<b>393,698</b>	<b>393,698</b>	-		-
Willard Elementary School - COMPLETE: Water Meter Separation (95108.0)				-		-
	<b>47,115</b>	<b>47,115</b>	<b>47,115</b>	-		-
Willard Elementary School - HVAC Upgrades (95187.0)				-		-
	<b>297,217</b>	<b>297,217</b>	<b>297,217</b>	-		-
Willard Elementary School - Kinder and Pre-K Complex (95115.0) (2)				-		-
	<b>4,138,009</b>	<b>4,138,009</b>	<b>4,138,009</b>	-		-
<b>WILLARD ELEM. TOTAL</b>	<b>6,172,568</b>	<b>6,172,568</b>	<b>6,172,568</b>	-	-	-
Wilson Middle School - COMPLETE: Classroom Demolition (95028.0)				-		-



## Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 08/17/2022)

### Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	<b>72,421</b>	<b>72,421</b>	<b>72,421</b>	-	-	-
Wilson Middle School - COMPLETE: Painting & Window Replacement (95009.0)				-	-	-
	<b>618,777</b>	<b>618,777</b>	<b>618,777</b>	-	-	-
Wilson Middle School - COMPLETE: Water Meter Separation (95109.0)				-	-	-
	<b>79,225</b>	<b>79,225</b>	<b>79,225</b>	-	-	-
Wilson Middle School - Gym/Locker RM Courtyard Mod (95113.0)				-	-	-
	<b>5,036,321</b>	<b>5,036,321</b>	<b>5,036,321</b>	-	-	-
Wilson Middle School - Interim Housing (95181.0)				-	-	-
	<b>7,400</b>	<b>7,400</b>	<b>7,400</b>	-	-	-
<b>WILSON ELEM. TOTAL</b>	<b>5,814,145</b>	<b>5,814,145</b>	<b>5,814,145</b>	-	-	-
	363,767,237	362,145,597	361,998,891	146,705	111,563	1,621,640



# Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 08/17/2022)

## Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name - Project Name/Cost Group/Object Code	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	1,569,231	55,350		-
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		-
<b>Totals</b>	<b>19,883,391</b>	<b>14,905,642</b>	<b>8,767,446</b>	<b>6,138,196</b>		<b>4,977,749</b>



# Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 06/30/1930)

## 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
<b>10 Sites - Roofing Program Phase 1 (97094.0)</b>						
Budget Total	13,627,605	-	-			
Hard Cost						
6270 - Main Construction Contractor						
BEST PO 23*0371 DSC '23	-	1,279,621	559,076			
BEST PO 23*0371 J MUIR '23	-	3,737,530	1,952,770			
BEST PO 23*0371 PHS '23	-	4,079,837	2,241,547			
BEST PO23*0371 MARSHALL 23	-	1,237,587	844,097			
WESTERN PO 23*0296 ELIOT '23	-	871,067	526,958			
WESTERN PO23*0296 ALTADNA '23	-	485,414	173,095			
WESTERN PO23*0296 JEFFERSN '23	-	193,181	107,129			
WESTERN PO23*0296 MADISON '23	-	939,011	641,364			
WESTERN PO23*0296 SIERRA '23	-	322,860	96,341			
WESTERN PO23*0296 WEBSTER '23	-	481,497	181,525			
6270 - Main Construction Contractor Total	-	13,627,605	7,323,903			
Hard Cost Total	-	13,627,605	7,323,903			
	13,627,605	13,627,605	7,323,903	6,303,701	-	-
<b>8 Sites - Roofing Program Phase 2 (97094.0)</b>						
	8,441,458	8,441,458	-	8,441,458	-	-
<b>District Service Center - Facilities Administration (97092.0) 21.3</b>						
	17,467,734	11,984,770	1,742,711	10,242,059		5,482,963
<b>District Wide - DW - IP Phone Implem 3.0 (97103.0)</b>						
	424,088	-	-	-		424,088
<b>Totals</b>	<b>39,960,883</b>	<b>34,053,833</b>	<b>9,066,615</b>	<b>24,987,218</b>		<b>5,907,050.77</b>



School Name - Project Name	Contract Name	Contract Date	Object Code	Initial AMT	Changes	Current Contract AMT	Expenditures & Retentions	Remaining Balance	Pending Changes
<b>Grand Total</b>				<b>39,960,883</b>	-	<b>34,053,833</b>	<b>9,066,615</b>	<b>24,987,218</b>	-
<b>District Service Center - Facilities Administration (97092.0) 21.3 Total</b>				<b>17,467,734</b>	-	<b>11,984,770</b>	<b>1,742,711</b>	<b>10,242,059</b>	-
District Service Center - Facilities Administration (97092.0) 21.3	3QC, INC COMMISSIONING	04/28/22	6275	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	ALPERS ENGINEERING COMMISSIONING	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 COMMISSIONING	04/28/22	6280	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	CBRE HEERY, INC COMMISSIONING	04/28/22	6275	250,000	-	250,000	-	250,000	-
District Service Center - Facilities Administration (97092.0) 21.3	CITADEL ENVIRONMENTAL 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	80,168	1,203,356	-
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. COMMISSIONING	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	360	274,622	-
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	-	137,813	-
District Service Center - Facilities Administration (97092.0) 21.3	US BANK -VISA CARD P096980 '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	07/11/22	2XXX	285,552	-	285,552	-	285,552	-
District Service Center - Facilities Administration (97092.0) 21.3	PUSD STAFF BENEFITS FY 23	07/11/22	3XXX	169,936	-	169,936	-	169,936	-
District Service Center - Facilities Administration (97092.0) 21.3	UNALLOCATED BUDGET		6999	5,482,963	-	-	-	-	-
<b>10 Sites - Roofing Program Phase 1 (97094.0) Total</b>				<b>13,627,605</b>	-	<b>13,627,605</b>	<b>7,323,903</b>	<b>6,303,701</b>	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO DSC	05/26/22	6270	1,279,621	-	1,279,621	559,076	720,545	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO J MUIR	05/26/22	6270	3,737,530	-	3,737,530	1,952,770	1,784,761	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO MARSHALL	05/26/22	6270	1,237,587	-	1,237,587	844,097	393,489	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO PHS	05/26/22	6270	4,079,837	-	4,079,837	2,241,547	1,838,290	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO ALTADENA	05/26/22	6270	485,414	-	485,414	173,095	312,319	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO ELIOT	05/26/22	6270	871,067	-	871,067	526,958	344,109	-
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	641,364	297,647	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO SIERRA MADRE	05/26/22	6270	322,860	-	322,860	181,525	141,335	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO WEBSTER	05/26/22	6270	481,497	-	481,497	96,341	385,156	-
<b>8 Sites - Roofing Program Phase 2 (97094.0) Total</b>				<b>8,441,458</b>	-	<b>8,441,458</b>	-	<b>8,441,458</b>	-
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	-
<b>Districtwide IP Phone Implementation 3.0 (97103.0) Total</b>				<b>424,088</b>	-	-	-	-	-
Districtwide IP Phone Implementation 3.0	NIC Partners	07/28/22	6450	424,088	-	-	-	-	-

School Name - Project Name	Contract Name	Contract Date	Object Code	Initial AMT	Changes	Current Contract AMT	Expenditures & Retentions	Remaining Balance	Pending Changes
<b>Grand Total</b>				<b>39,960,883</b>	-	<b>34,053,833</b>	<b>9,086,615</b>	<b>24,387,218</b>	-
<b>District Service Center - Facilities Administration (97092.0) 21.3 Total</b>				<b>17,467,734</b>	-	<b>11,984,770</b>	<b>1,742,711</b>	<b>10,242,059</b>	-
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	80,168	1,203,356	-
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	360	274,622	-
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	-	137,813	-
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	-	285,552	-
District Service Center - Facilities Administration (97092.0) 21.3	PUSD STAFF BENEFITS FY 23	07/1/22	3XXX	169,936	-	169,936	-	169,936	-
District Service Center - Facilities Administration (97092.0) 21.3	UNALLOCATED BUDGET		6999	5,482,963	-	-	-	-	-
<b>10 Sites - Roofing Program Phase 1 (97094.0) Total</b>				<b>13,627,605</b>	-	<b>13,627,605</b>	<b>7,323,903</b>	<b>6,303,701</b>	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO DSC	05/26/22	6270	1,279,621	-	1,279,621	559,076	720,545	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO J MUIR	05/26/22	6270	3,737,530	-	3,737,530	1,952,770	1,784,761	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO MARSHALL	05/26/22	6270	1,237,587	-	1,237,587	844,097	393,489	-
Roofing Program Phase 1 (97094.0) Total	BEST CONTRACTING PO PHS	05/26/22	6270	4,079,837	-	4,079,837	2,241,547	1,838,290	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO ALTADENA	05/26/22	6270	485,414	-	485,414	173,095	312,319	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO ELIOT	05/26/22	6270	871,067	-	871,067	526,958	344,109	-
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	641,364	297,647	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO SIERRA MADRE	05/26/22	6270	322,860	-	322,860	181,525	141,335	-
Roofing Program Phase 1 (97094.0) Total	WESTERN STATES PO WEBSTER	05/26/22	6270	481,497	-	481,497	96,341	385,156	-
<b>8 Sites - Roofing Program Phase 2 (97094.0) Total</b>				<b>8,441,458</b>	-	<b>8,441,458</b>	-	<b>8,441,458</b>	-
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	05/26/22	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	-
<b>Districtwide IP Phone Implementation 3.0 (97103.0) Total</b>				<b>424,088</b>	-	-	-	-	-
Districtwide IP Phone Implementation 3.0	NIC Partners	07/28/22	6450	424,088	-	-	-	-	-



**PUSD - FACILITIES DEPARTMENT  
MEASURE 'TT' & 'O'  
AUGUST 2022 REPORT**

PHASE	CAMPUS	PROJECT NAME/DESCRIPTION	FUNDING	BOARD APPV'L	NTP	% COMP	NOC
Construction	Octavia MS	Repair PA System at GYM & Bldg A	O - IT	May 2022	6/6/22	98%	NA
Construction	Districtwide	Server Upgrades	O - IT	May 2021	6/1/22	95%	11/17/22
Construction	Altadena ES	Relocation of two Portables	TT- CAP	April 2022	6/6/22	98%	TBD
Construction	DSC	Phase 1 Reroofing Program	O - CAP	May 2022	6/6/22	70%	NA
Construction	Pasadena HS	Phase 1 Reroofing Program	O - CAP	May 2022	6/6/22	95%	NA
Construction	Madison ES	Phase 1 Reroofing Program	O - CAP	May 2022	6/6/22	98%	NA
Construction	Eliot MS	Phase 1 Reroofing Program	O - CAP	May 2022	6/6/22	90%	NA
Construction	Sierra Madre ES	Phase 1 Reroofing Program	O - CAP	May 2022	6/6/22	90%	NA
Construction	Altadena ES	Phase 1 Reroofing Program	O - CAP	May 2022	6/6/22	90%	NA
Construction	Webster ES	Phase 1 Reroofing Program	O - CAP	May 2022	6/6/22	90%	NA
Construction	Jefferson CC	Phase 1 Reroofing Program	O - CAP	May 2022	6/6/22	95%	NA
Construction	Marshall	Phase 1 Reroofing Program	O - CAP	May 2022	6/6/22	95%	NA
Construction	John Muir HS	Phase 1 Reroofing Program	O - CAP	May 2022	6/6/22	95%	NA



**Eliot MS - Roofing Replacement**



**Sierra Madre ES - Roofing Replacement**



**Octavia Butler MS - PA system**



**Altadena Arts - Portables Relocation**

## PASADENA UNIFIED SCHOOL DISTRICT - DSA CERTIFICATION STATUS

AUGUST 2022 - NO CHANGE

## Certification of Compliance

	DSA #	School	Scope	Letter Issue Date	Type
1	03-51695	Pasadena Alternative School	Construction of Concrete Ramps; Alterations to 10 Classroom Bldgs. (Relocation) and Toilet Building	11/5/2019	1
2	03-54039	Various Schools	Portion Only Relocation of 1 CR Bldg at Field ES Relocatable from stockpile Site Work	8/12/2016	2
3	03-54626	/	Lab Shop Weld	5/30/2012	2
4	03-66023	Blair High School	Construction of Elevator Building	8/6/2019	2
5	03-103896	Noyes Elementary	Construction of Bldg M Ramps Retaining Walls Alterations to Bldg K E G and CR Bldgs B C D	1/6/2017	1
6	03-112814	Blair Middle School	Admin CR Science Bldg Lunch Shelter and Site Work	12/19/2013	2
7	03-113430	Sierra Madre Middle School	Admin Lib Bldg A B Bldg C Gym Bldg Bldg E F	7/30/2020	1
8	03-113658	Washington Accelerated Elementary School	Bldg C Bldg D Site Work Parking Lot and Playfield	4/21/2021	1
9	03-113709	Blair High School	Admin Library Student Store Alterations Classrooms Fire Alarm Sprinkler System Reroofing HVAC	2/10/2020	1
10	03-115288	Norma Coombs Elementary School	Existing Parking Lot Bldg 7 Bldg 8 and Campus wide Fire Alarm System	11/26/2019	1
11	03-115534	John Muir High School	Bldg B Sitework Bldg E HVAC Hot Water Bldg A B BB C D E F G G3 G4 G5 J L M Fire Alarm Upgrades	10/20/2020	1
12	03-115775	Marshall Fundamental High School	Tennis Courts Chain Link Fence Gym Toilet Modernization Accessible Parking	11/20/2019	1
13	03-115817	Pasadena High School	Additions to 1 bldg A entry Lobby Alterations to (3) bldgs J K L (4) Toilet Room access (4) bldgs A R T U	11/9/2021	1
14	03-115819	John Muir High School	Bldg B Alterations Kitchen Modernization and Restroom Upgrade	10/20/2020	1
15	03-115852	Marshall Fundamental School	Construction Grading Pad for Gym Classroom Bldg New Gym Classroom Bldg Sitework	11/19/2019	1
16	03-116480	Jackson Elementary School	Relocation of 4 Classroom Buildings	5/19/2020	1
17	03-116668	John Muir High School	Alterations to Career and Council Center Bldg E	10/23/2020	1
18	03-116700	John Muir High School	Alterations to Gymnasium Bldg T Bleacher Replacement Minor Restroom Alterations	7/6/2020	1
19	03-116995	Norma Coombs Elementary School	Relocation of 3 24x40 Relocatable Classroom Bldgs	1/26/2019	1
20	03-117169	McKinley Elementary School	Construction of 5 Shade Structures	6/27/2019	1
21	03-117186	McKinley Elementary School	Construction of 12x40 Relocatable Temporary Toilet Bldg	6/27/2019	1
22	03-117507	Norma Coombs Elementary School	Alterations to 1 Bldg 5 Replacement of Central Plant Equipment	12/3/2019	1
23	03-117903	John Muir High School	Alterations to 1 Music Humanities Bldg D and Associated Sitework Security Upgrades	2/1/2021	2
24	03-118031	Jackson Elementary School	Alterations of 1 Bldg C Construction of 1 Parking lot and drop off area	3/15/2019	1
25	03-118398	Elliot Middle School	Alterations of 2 Concrete Pads and Replace One Chiller	7/9/2019	1
26	03-118520	Longfellow Elementary School	Construction of 1 Enclosed Mechanical Equipment Yard and Shade Structure	4/9/2019	1
27	03-118958	Jackson Elementary School	Relocation of 3 Classroom Buildings	1/14/2020	1
28	03-119891	Audubon-Odyssey Charter School	Alterations to 1 Administration Building F and 5 Classroom Buildings A B C D E F Hvac Additions	1/28/2020	1
29	03-120129	John Muir High School	Relocation of 1 Toilet Building 12x40 Relocate from stockpile	7/7/2020	1
30	03-120133	Hamilton Elementary School	Relocation of 3 Relocatable Classroom Buildings	9/3/2020	1
31	03-120865	Pasadena High School	Alterations to 1 Bldg U and Equip Yard - Chiller Plant	12/9/2021	301-P

## Close of File without Certification

	DSA #	School	Scope	Letter Issue Date	Type
1	03-60360	Various Schools	Alterations to 9 CR Buildings 2 ea at Hamilton Longfellow 1 ea Burbank Cleveland Field Franklin SM	11/9/1999	3
2	03-62214	Burbank Elementary	Alterations to classroom building	11/3/1995	3



3	03-64249	Various Schools	Construction of 12 Light Poles_4 at PHS and 8 at Washington Middle School	3/13/2002	3
4	03-65009	Longfellow Elementary School	Construction of Snack Shack Storage Building	10/13/1998	3
5	03-103858	Jefferson Elementary	Construction of 1_Bldg U_ Site work_Alterations to Admin Audit Cafe D E M N	3/2/2006	3
6	03-105858	Rose City High School	Admin Cafeteria Aud Bldg Shop Bldg Music Bldg	5/19/2008	3
7	03-106364	Education Center	Construction of 1_Toilet Building	11/15/2007	3
8	03-106649	Rose City High School	Alteration to Office Bldgs A B C	4/1/2008	3
9	03-111343	Washington Elementary School	Construction of Module Toilet Building	2/10/2014	3
10	03-118142	Pasadena High School	Construction of 2_Pool Equipment and Ticket/Concessions 1 Swimming Pool 2 shade structures 3 lights	4/3/2022	3
<b>On Hold</b>					
	<b>DSA #</b>	<b>School</b>	<b>Scope</b>	<b>Letter Issue Date</b>	<b>Type</b>
1	03-118465	Longfellow Elementary School	Alterations to 1_Building A, Construction of 1_Kitchen Building, covered walkway and associated site work	1/13/22   hold till: 8/28/22	3
2	03-118268	Don Benito Elementary	Alterations to 1_mulit-purpose building C	1/13/22   hold till: 6/31/22	3
<b>Cancel without Refund</b>					
	<b>DSA #</b>	<b>School</b>	<b>Scope</b>	<b>Letter Issue Date</b>	<b>Type</b>
1	03-102411	Various Schools	Alterations to various schools Replace drinking fountains	6/26/2019	VOID
2	03-105881	Various Schools	Alterations to Playgrounds to various schools	6/26/2019	VOID
3	03-110045	Washington Middle School	Antenna support frames on existing building	6/13/2019	VOID
4	03-113535	Longfellow Elementary School	New Kitchens	6/25/2021	VOID
5	03-113887	John Muir High School	Boys Gymnasium Building T Home and Visitors Telescopic Bleachers	6/13/2019	VOID
6	03-118773	Madison Elementary School	DSA Email 11/10 - 3/1/2018: This project shall not be certified until A#03-114047 is certified.	6/17/2019	VOID
<b>Access Only</b>					
	<b>DSA #</b>	<b>School</b>	<b>Scope</b>	<b>Letter Issue Date</b>	<b>Type</b>
1	03-113254	/	DSA Email 11/10 - Access Only no vertification letter needed	7/1/2019	Access
2	03-116337	/	DSA Email 11/10 - Access Only no vertification letter needed	5/31/2019	Access
<b>Resolution of Certification</b>					
	<b>DSA #</b>	<b>School</b>	<b>Scope</b>	<b>Letter Issue Date</b>	<b>Type</b>
1	03-110741	Hamilton Elementary School	Relocation of Relocatable Clsrm Bldgs	11/3/2020	5A
2	03-118337	Norma Coombs Elementary School	Relocation of 3 Intern Classroom Buildings	12/4/2019	5