



CITIZENS' OVERSIGHT COMMITTEE MEETING

NOTICE AND AGENDA

AMENDED

MAY 25, 2022

6:30 PM – 8:30 PM

HYBRID

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

OR



VIRTUALLY: [Join Webex meeting](#)

ID: 26201128838

Password: KFjtb5SHV24

OR

 **BY PHONE:** (US) +1 415-655-0001 (toll)

Access code: 2620 112 8838

OR



26201128838@pusd.webex.com

- I. Call to Order**
- II. Public Comment**
- III. Approval of the February 2022 Meeting Minutes**
- IV. Review of Measure TT and Measure O related Board Reports**
 - BR 1549-F AWARD BID 13-21/22 SHENK DEVELOPERS
 - BR 1550-F AWARD ROOFING PROJECTS
 - Project Cost Analysis
 - BR 1551-F SAM MAISSIAN AGREEMENT 22-23
 - BR 1553-F PHS NOTICE OF COMPLETION
 - BR 1554-F PHS FINAL PROJECT COST
- V. Board of Education COC Liaison Report**
- VI. Facilities Reports**
 - Dr. Leslie Barnes, Chief Finance and Operations Officer

- School Specific Master Plan Update
- **Consolidated Budget Status by Funds**
 - MTT Projects
 - Measure O Projects
 - Construction Status Report

VII. DSA Closure Status: May 25, 2022 COC Meeting

VIII. Next meeting date: June 22, 2022



Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
DRAFT Meeting Minutes for February 23, 2022

Meeting was held remotely via Google Meet

- I. Meeting called to order at 6:33 p.m.
 - a. Present:
 1. COC
Angie Uriu, John Robinson, Paul Nerenberg, Wayne Hammack, Stephen Aquino
 2. PUSD
Leonard Hernandez, Anahit Azarian, Kim Kenne, Joel Garnica, Dr. Leslie A. Barnes
 3. Safeworks CM
Kiyana Latrece Bella, Donald Encarnacion Cristobal
 4. Public
Ruthann Aull, Judy McKinley
 - II. Resolution No. 2-23-22
 - a. Resolution No. 2-23-22 was unanimously approved which ratifies the proclamation of a state of emergency by Governor issued on March 4, 2020 and authorizes remote teleconferencing meetings of the COC
 - III. Public comment

Judy McKinley requests update re PALS program. Mr. Hernandez notes that this is not a TT or O item. PUSD is working with an architect on this. Next steps are Townhall meetings – working with the principals from PALS, CIS and Rose City. The architect is one of those that was used for Measure TT.

Ruthann Aull: Requested correction of spelling of her name in the minutes.
 - IV. Approval of December 2021 and January 2022 meeting minutes
With corrections noted in both sets, the minutes for both are approved.
 - V. Review of Measure TT and Measure O related Board Reports
- None to report.**

Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Meeting Minutes for February 23, 2022

VI. Board of Education COC Liaison Report

Ms. Kenne reports that outdoor masking is no longer required on campus. PUSD is working to keep current and balance quarantining and keeping kids in school.

There will be a vote to rename Washington Middle School to Octavia Butler Magnet. There will be final approval of board committee members which will clear way for the facilities committee to start to meet.

On March 7 there will be a joint meeting of the PUSD board and City Council. One agenda item will be joint use agreements with the City, such as for example the 6-year lease with the City for the Jefferson site.

Moves: Leonard Hernandez reports regarding CIS, Rose City and PALS that they will move forward with the continued plan for those three programs at Wilson. Dr. Barnes reports that this will come to the Board as a summer project to commence next year. Edison will come to the PHS campus in the space freed up by CIS moving to Wilson.

Other special education personnel at Roosevelt will move, but not this summer. They will remain another year there.

Improvements to the campuses may come from developer fees.

The Focus Point special education program is moving to PHS.

VII. Facilities Reports – Dr. Leslie Barnes

School Specific Master Plan update: Committee members will be designated tomorrow night at the Board meeting, and once in place, a schedule will be set for facilities committee meetings.

Roadmap: The master plan concept is a fluid process that will continue through Summer and early fall.

An Exec architect has been selected by the Board.

The next step is to validate the needs assessment by meeting with principals and site staff, and holding Town Hall meetings at each campus. This process will inform the creation of projects at each of the sites. That will then go to the Facilities Committee, to look at scope and prioritization, after which the Facilities Committee's recommendations will be made to the Board. PALS will be part of that process.

Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Meeting Minutes for February 23, 2022

PALS will remain on Wilson. Staff will be visiting other PALS programs to see what they need.

Ms. McKinley comments that the architect needs to see what components the program should include, and recommends visits to the Covina Valley and Glendale programs. Dr. Barnes reports that the architect has visited and spoken with the staff. Mr. Hernandez reports that they did go to Glendale and gathered a lot of information about what can be done in Pasadena.

Ruthann Aull offers to provide Dr. Barnes and Mr. Hernandez information on Tobinworld, which focused on extreme autism and emotional disturbance.

SafeworkCM UPDATE: Continuing to work on the foundations and processes, and taking the next step to creating the summer project list. Then will start meeting with the master architect. They've done a lot of research to provide to the architect to start moving forward. The SafeworkCM summer program/quick start programs will be running in tandem from the roadmap set forth above.

COC member Uriu asks about the education master plan – per Dr. Barnes that is done by DLR as well, and the vision will be discussed with DLR. Ms. Uriu seeks a vision to include the number of facilities based upon the number of students, and asks if that plan restricted to just maintaining the number of sites we have. Dr. Barnes notes that Board policy looks to the future and how many schools we need, so PUSD will need to make some assumptions. Dr. Barnes notes that it is a difficult process when you put out there for example that a school might not exist, which can become a self-fulfilling prophecy.

Kim Kenne notes in response to Ms. Uriu's point the need to consider the right number of campuses and how to make the best they can be for their students. Ms. Kenne notes demographic challenges and declining enrollment. Ms. Kenne notes that the political will needs to come from the Board and should be supported by staff – to make sure PUSD is spending the money best for all kids.

Ms. Kenne discusses wanting an overview regarding the caliber of science labs for high school/middle schools and to make sure that the public hears and contributes to that. Mr. Hernandez mentions the need to maintain equity across the district given the projects and declining enrollment.

ACTION ITEM: SafeworksCM to forward the DLR contract that was approved by counsel. The \$10k mentioned on this item in the last meeting's minutes was put back. Ana points out that it was put into the facilities project.

Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Meeting Minutes for February 23, 2022

VIII. CONSOLIDATED BUDGET REPORTS STATUS BY FUND:

MEASURE TT PROJECTS: Has not changed that much from month to month. Question from COC member re Burbank total on page 1, for career technical: Ana mentions that was an old project that goes back a while. Ms. Kenne notes there were a bunch of components to that. The CTE money was spent at a number of schools.

MEASURE O PROJECTS:

QUESTION FROM COC MEMBER about the \$2.4 million in commitments. COC member asks if this includes better Wi-Fi on campus. Joel Garnica advises that none of these involve Wi-Fi, although there are plans to enhance the Wi-Fi in outdoor spaces, including sports areas, quads, and gathering areas. TJ has looked internally and found that in most situations a limiting factor for good reception indoors is the device itself. There are 2 major projects to replace all devices for students and staff. It will get better long-term.

Of the 2.4 million, currently about 323,362 has been spent.

Construction status report: Portable moves: Job walk at Altadena on Friday Feb. 25. Nine contractors are interested in this project. Bid opening is on March 17. Intend to meet goal for summer for completion of this project.

DSA Closure Status: April 27, 2022 COC meeting.

Next meeting date March 23, 2022, in person with some Webex availability.

Adjourn at 7:17. p.m.

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

Topic: APPROVAL TO AWARD BID NO. 13-21/22 TO SHENK DEVELOPERS

RECOMMENDATION: The Governing Board of the Pasadena Unified School District accepts to award Bid No. 13-21/22 to Shenk Developers to relocate classrooms to Altadena Arts Magnet.

Anticipated Effect on Student Outcomes: The project provided improvements to school facilities in support of 21st Century learning environments.

I. BACKGROUND:

Altadena Arts Magnet has doubled in enrollment. Current enrollment is approximately 480 students, and there is not enough classroom space available to accommodate the influx of enrollment. Per approved BR 1532-F, dated October 28, 2021, two (2) relocatable classrooms have been approved as resolution to accommodate enrollment.

II. STAFF ANALYSIS:

District staff recommends the approval to award Bid No. 13-21/22 to Shenk Developers in order to move two (2) relocatable classrooms from Allendale to Altadena Arts Magnet.

Attachment: Construction General Contract 0200.1 to Shenk Developers

III. FISCAL IMPACT:

Funds in the amount not to exceed \$242,000.00 are available in Measure TT funds. Includes an allowance of \$10,000.00 controlled by the District.

Pasadena Unified School District

Board of Education Agenda:

May 26, 2022

Submitted by: Leslie Barnes

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

Funding title/code:

Title: Measure TT

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

Approved:

Brian O. McDonald, Ed.D.
Superintendent

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

0200.1 GENERAL CONTRACT

THIS GENERAL CONTRACT (this "General Contract") is made as of April 7, 2022, in the County of Los Angeles, State of California, by and between the **PASADENA UNIFIED SCHOOL DISTRICT** (hereinafter called the "District"), and **Shenk Real Estate Development, Inc. (dba Shenk Developers)** (hereinafter called "Contractor").

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONSIDERATIONS STATED HEREIN, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor hereby agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform within the time stipulated herein, and shall provide all labor, equipment, materials, tools, utility services and transportation to complete in a workmanlike manner, in accordance with the terms and conditions of the Contract Documents, as defined in Section 10 below, all of the work (the "Work") required in connection with the following titled project, all as more fully described in the Contract Documents (the "Project"):

13-21/22 Altadena ES - Relocation of 2 Portable Buildings/New Back Flow Preventer & On-Site Fire Hydrant-

It is the duty of the Contractor to complete the Work in exact accordance with the Contract Documents, addenda issued and any approved revisions or interpretations thereto, including, without limitation, Project Requests for Information, Submittal Endorsements and Architectural and Engineering Field Directives and Inspector Non-compliance Notices/Notices of Deviations. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with its obligations hereunder and, except as otherwise expressly provided in Section 8 of the General Terms and Conditions, shall not be excused from such obligations by any act or omission of the Architect (as defined in Section 7 below), any licensed engineer whose stamp appears on the drawings, the Inspector (as defined in Section 7 below) or any specialty inspector, any representative of the Division of the State Architect (DSA), the District or the State of California.

2. **CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions ordered or approved by the District by any Change Order (as described and provided for in the General Terms and Conditions), the lump sum price of **Two Hundred Forty Two Thousand Dollars (\$242,000.00 including an allowance of \$10,000.00 controlled by the District) (*Bid Amount*)** (the "Contract Price"), which shall be payable to the Contractor in progress payments from time to time in accordance with Section 6 of the General Terms and Conditions.

3. **CONTRACT TIME.** The Work shall be commenced on the date stated in the District's Notice to Proceed to the Contractor (the "Starting Date"), and as specified therein, shall be completed **within 60 consecutive calendar days** from and after the Starting Date (the "Contract Time"). If the Work is not completed in conformance with the foregoing, the Contractor shall be subject to liquidated damages in the amount set forth in Section 4 below.

4. **LIQUIDATED DAMAGES.** The agreed upon liquidated damages payable to the District pursuant to Section 7 of the General Terms and Conditions in the event that the Work is not completed within the Contract Time shall be **Five Hundred dollars (\$500.00)** for each calendar day that the completion of the Project is so delayed beyond the expiration of the Contract Time.

5. **INSURANCE REQUIREMENTS.** As provided in Section 43 of the General Terms and Conditions, Contractor shall procure and maintain from the Starting Date until final payment under this General Contract is made to the Contractor, and shall require all subcontractors to so procure and maintain for all periods during which such subcontractors are performing any portion of the Work, the insurance described below in the coverage amounts described below.

Lack of insurance coverage does not negate the Contractor's obligations under this contract.

(a) Builder's Risk Insurance or its equivalent on a so-called all risks basis (including collapse, but excluding coverage for earthquake and flood) on a completed value (non-reporting) form for the full Contract Price (as may be increased from time to time pursuant to Change Orders (as defined in the General Terms and Conditions) or full replacement value, whichever is the greater sum, covering the interest of the District, its contractors and

Pasadena Unified School District

0200.1 General Contract

Bid No.: 13-21/22 Altadena ES - Relocation of 2 Portable Buildings/New Back Flow Preventer & On-Site Fire Hydrant



subcontractors in all Work, including, without limitation, all materials and equipment stored on the site to be incorporated in such Work and all materials and equipment already incorporated in such Work.

(b) Comprehensive Bodily Injury and Property Damage Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence. The policy(ies) so secured and maintained shall include coverage for Contractual or Assumed Liability, Contractors Protective (Contingency) Liability, Products Liability or Completed Operations, Hazardous Materials (required when the Contract involves removal of these materials), and Owned, Hired, and Non-owned Automobiles Insurance; and shall be endorsed to the name of the Pasadena Unified School District, its Agents and Officers described in Section 43 of the General Terms and Conditions as additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and the Contractor's insurance primary despite any conflicting provisions in the Contractor's policy to the contrary. Coverage shall be maintained with no self-insured retention.

(c) Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, adequate to protect it and all subcontractors from claims under Workers' Compensation Acts which may arise from operations under the Contract Documents, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Waiver of subrogation endorsement against the Pasadena Unified School District, its agents and officers required.

(d) All insurance coverage amounts specified above shall be Project-specific to this particular Work, and all such insurance shall cover only risks relating to or arising out of the Project and the Work. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of other work contracted for or being performed by Contractor.

(e) Such other insurance in amounts as the District may reasonably deem advisable from time to time for protection against claims, liabilities and losses arising out of or in connection with the Project or the Work; provided that, the additional cost of such insurance shall be added to the Contract Price pursuant to a Change Order in accordance with Section 9 of the General Terms and Conditions.

(f) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to the Contract, the same shall be deemed a material breach of contract. The District, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.

(g) Acceptability of Insurers, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:7 unless otherwise approved by the District.

(h) Verification of Coverage, Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms that conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences.

(i) The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

6. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted into this General Contract and the other Contract Documents shall be deemed to be inserted herein or therein (as applicable) and this General Contract and such other Contract Documents shall be read and enforced as though it were included herein or therein (as applicable), and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the General Contractor any of the other Contract documents (as applicable) shall forthwith be physically amended to make such insertion or correction.

7. **DESIGNATION OF ARCHITECT AND INSPECTOR.** The Architect of Record for the Project shall be Flewelling & Moody Architects (or such other person or legal entity as the District may designate from time to time by written notice to the Contractor), and the Inspector of Record to be assigned by the District (or Pasadena Unified School District

0200.1 General Contract

Bid No.: 13-21/22 Altadena ES - Relocation of 2 Portable Buildings/New Back Flow Preventer & On-Site Fire Hydrant

such other person or legal entity as the District may designate from time to time by written notice to the Contractor).

8. **DUE AUTHORIZATION.** This General Contract is, and all Contract Documents to be executed by Contractor in connection with the Work and the Project will be, duly authorized, executed and delivered by Contractor, is and will be legal, valid and binding obligations of Contractor enforceable against Contractor in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally), and does not and will not violate any provisions of any agreement to which Contractor is a party or may become a party or to which it is subject or may become subject. The representations and warranties contained in this Section 8 shall be deemed to be remade each day throughout the term of the Contract.

9. **AUTHORIZATION OF SIGNATORIES.** Each individual and entity executing this General Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this General Contract to the terms and provisions hereof.

10. **COMPONENT PARTS OF THIS CONTRACT.** The Contract consist of the following documents, all of which are component parts of the Contract as if herein set out in full or attached hereto (the "**Contract Documents**"):

- Notice to Contractors Calling for Bids
- Bidders Information
- Notice of Mandatory Pre-Bid Conference & Job Walk
- Bid Overview
- Information for Bidders
- Bid Form
- Designation of Subcontractors
- Bid Bond
- Non-Collusion Declaration
- Acknowledgment of Bidding Practices Regarding Indemnity Form
- General Contract
- Contractor's Certificate Regarding Worker's Compensation
- Contractor's Certificate Regarding Drug Free Work Place
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Contractor's Certificate Regarding Background Checks
- Performance Bond
- Payment Bond
- General Terms and Conditions
- Special Conditions and any Supplementary General Terms and Conditions State Allocation Board (SAB) Forms 515PB, 515SC, 515GFE (DVBE forms)(if required by bid)
- Labor Compliance Program
- Requests for Information (RFIs)
- Submittal Endorsement
- Specifications
- All Addenda as Issued
- Drawings/Plans
- Change Orders
- Construction Change Documents
- Architect/Engineer Field Directives
- Submittal Responses
- Title 24 of the California Code of Regulations
- California Building Code (2007 Edition)
- Prevailing Wage Rate Tables (available upon request) Requirements
- Reports and/or Documents in the Project Manual

All of the above-listed Contract Documents and General Conditions are intended to be complimentary. Work required by any one of the above-named items and not required by another shall be performed as if required by all.

Pasadena Unified School District

0200.1 General Contract

Bid No.: 13-21/22 Altadena ES - Relocation of 2 Portable Buildings/New Back Flow Preventer & On-Site Fire Hydrant

11. BOND REQUIREMENTS.

(a) Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate Surety authorized and admitted to transact business in California as sureties. To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the Surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

(b) Surety Qualification. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

(c) Alternate Surety Qualifications. If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

12. CERTIFICATIONS. Contractor shall execute and submit to the District all certifications and acknowledgements required by the Contract Documents prior to the commencement of Work on the Project.

13. PREVAILING WAGES. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Unless specifically exempted by the Labor Commissioner for this Project, monitoring and enforcement of the prevailing wage laws and related requirements will also be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Contract and Contractor stipulates to the provisions contained therein.

(a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.);

(b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.); and

IN WITNESS WHEREOF, this General Contract has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT

Leslie Barnes

Signature
Leslie Barnes, Ed. D.
Chief Business Officer

4/19/2022
Date

CONTRACTOR:

Shenk Real Estate Development, Inc. (dba Shenk Developers)

HATCH VORPERIAN

Printed Name

H. Vorperian
Signature

PRESIDENT / GEN. MANAGER
Title

04/11/2022
Date

Authorized Officers or Agents (CORPORATE SEAL)

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

Topic: APPROVAL TO AWARD BID NO. 4-18/19 DISTRICTWIDE UNIT COST PRICING FOR ROOFING TO BEST CONTRACTING SERVICES, INC. AND WESTERN STATES ROOFING, INC.

RECOMMENDATION: The Governing Board of the Pasadena Unified School District accepts to award Bid No. 04-18/19 Districtwide Unit Cost Pricing for Roofing to Best Contracting Services, Inc., and Western States Roofing, Inc.

Anticipated Effect on Student Outcomes: To ensure a clean, safe, and orderly environment that supports learning while ensuring the most cost-effective qualified available contractor may be utilized.

I. BACKGROUND:

Construction Bid No. 04-18/19, awarded on BR 1467-F dated November 21, 2019, solicited Districtwide-Unit Cost Pricing for roofing and publicly authorizes the District to award the contract to multiple contractors if this is determined to be in the District's best interests. The first award was made to Western States Roofing, Inc., which has since completed one project. The need now arises for additional projects to be completed, and Western States Roofing, Inc. has informed the District, in writing, that its current staffing does not allow it to fulfill all the District's roofing needs for the 2022-23 timelines. As a result, BR # 1467-F is superseded by BR 1550-F presented to the Governing Board on May 26, 2022.

II. STAFF ANALYSIS:

In order to meet the District's facilities needs while maintaining the fiscal integrity of the original bid, Staff recommends that the Governing Board approves a second award of the contract to **Best Contracting Services Inc.**, the second lowest bidder under Construction Bid No. 04-18/19, who is available to complete the project and maintain the unit cost pricing proposed in the original bid, with minor adjustments. Staff has identified funding for the proposed roof projects per **Exhibit A**. Staff further recommends that the Governing Board approves the second award to **Western States Roofing, Inc.** to complete projects to the extent allowed by Western States Roofing, Inc.'s availability. Staff has identified funding for the proposed roof projects per **Exhibit B**. Proposed roofing projects have been separated into phases based on site needs; Phase I is scheduled for 2022-2023 and Phase II to be scheduled for 2023-2024.

Attachment: Best Contracting Services, Inc. Contract and **Exhibit A**
Western States Roofing, Inc. Contract and **Exhibit B**
Western States Roofing Statement

III. FISCAL IMPACT:

Funds in the amount not to exceed **\$22,669,063.00** that will be covered through Measure O Fund. This encompasses both Phase I and Phase II costs.

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

May 26, 2022

Submitted by:

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

Phase I (2022-2023)**Funding title/code:****Title:** Measure O**Code:**

21.3-97094.0-00000-85000-6270-0000710
21.3-97094.0-00000-85000-6270-0040000
21.3-97094.0-00000-85000-6270-0300000
21.3-97094.0-00000-85000-6270-0400000
21.3-97094.0-00000-85000-6270-0500000
21.3-97094.0-00000-85000-6270-0560000
21.3-97094.0-00000-85000-6270-0700000
21.3-97094.0-00000-85000-6270-0820000
21.3-97094.0-00000-85000-6270-0840000
21.3-97094.0-00000-85000-6270-0950000

Phase II (2023-2024)**Funding title/code:****Title:** Measure O**Code:**

21.3-97094.0-00000-85000-6270-0360000
21.3-97094.0-00000-85000-6270-0140000
21.3-97094.0-00000-85000-6270-0560000
21.3-97094.0-00000-85000-6270-0120000
21.3-97094.0-00000-85000-6270-0730000
21.3-97094.0-00000-85000-6270-0950000
21.3-97094.0-00000-85000-6270-0600000
21.3-97094.0-00000-85000-6270-0480000

Approved:

Brian O. McDonald, Ed.D.
Superintendent

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

0200.1 GENERAL CONTRACT

THIS GENERAL CONTRACT (this "General Contract") is made as of May 3, 2022, in the County of Los Angeles, State of California, by and between the **PASADENA UNIFIED SCHOOL DISTRICT** (hereinafter called the "District"), and **Best Contracting Services, Inc.** (hereinafter called "Contractor").

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONSIDERATIONS STATED HEREIN, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor hereby agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform within the time stipulated herein, and shall provide all labor, equipment, materials, tools, utility services and transportation to complete in a workmanlike manner, in accordance with the terms and conditions of the Contract Documents, as defined in **Section 10** below, all of the work (the "Work") required in connection with the following titled project, all as more fully described in the Contract Documents (the "Project"):

04-18/19 Districtwide-Unit Cost Pricing for Roofing-

It is the duty of the Contractor to complete the Work in exact accordance with the Contract Documents, addenda issued and any approved revisions or interpretations thereto, including, without limitation, Project Requests for Information, Submittal Endorsements and Architectural and Engineering Field Directives and Inspector Non-compliance Notices/Notices of Deviations. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with its obligations hereunder and, except as otherwise expressly provided in Section 8 of the General Terms and Conditions, shall not be excused from such obligations by any act or omission of the Architect (as defined in Section 7 below), any licensed engineer whose stamp appears on the drawings, the Inspector (as defined in Section 7 below) or any specialty inspector, any representative of the Division of the State Architect (DSA), the District or the State of California.

2. **CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions ordered or approved by the District by any Change Order (as described and provided for in the General Terms and Conditions), the lump sum price of **Sixteen Million Six Hundred Ten Thousand Four Hundred Thirty Eight Dollars (\$16,610,438.00 including an allowance of \$2,450,927.00 controlled by the District)** (the "Contract Price"), which shall be payable to the Contractor in progress payments from time to time in accordance with Section 6 of the General Terms and Conditions.

3. **CONTRACT TIME.** The Work shall be commenced on the date stated in the Districts Notice to Proceed to the Contractor (the "Starting Date"), and as specified therein, shall be completed **within 60 consecutive calendar days** from and after the Starting Date (the "Contract Time"). If the Work is not completed in conformance with the foregoing, the Contractor shall be subject to liquidated damages in the amount set forth in Section 4 below.

4. **LIQUIDATED DAMAGES.** The agreed upon liquidated damages payable to the District pursuant to Section 7 of the General Terms and Conditions in the event that the Work is not completed within the Contract Time shall be **One Thousand and Five Hundred dollars (\$1,500.00)** for each calendar day that the completion of the Project is so delayed beyond the expiration of the Contract Time.

5. **INSURANCE REQUIREMENTS.** As provided in Section 43 of the General Terms and Conditions, Contractor shall procure and maintain from the Starting Date until final payment under this General Contract is made to the Contractor and shall require all subcontractors to so procure and maintain for all periods during which such subcontractors are performing any portion of the Work, the insurance described below in the coverage amounts described below.

Lack of insurance coverage does not negate the Contractor's obligations under this contract.

(a) Builder's Risk Insurance or its equivalent on a so-called all risks basis (including collapse,
(b) but excluding coverage for earthquake and flood) on a completed value (non-reporting) form for the full Contract Price (as may be increased from time to time pursuant to Change Orders (as defined in the General Terms and Conditions) or full replacement value, whichever is the greater sum, covering the interest of the District, its contractors and subcontractors in all Work, including, without limitation, all materials and equipment stored on the site to be incorporated in such Work and all materials and equipment already incorporated in such Work.

Pasadena Unified School District

0200.1 General Contract

Bid No.: 04-18/19 Districtwide-Unit Cost Pricing for Roofing

(c) Comprehensive Bodily Injury and Property Damage Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence. The policy(ies) so secured and maintained shall include coverage for Contractual or Assumed Liability, Contractors Protective (Contingency) Liability, Products Liability or Completed Operations, Hazardous Materials (required when the Contract involves removal of these materials), and Owned, Hired, and Non-owned Automobiles Insurance; and shall be endorsed to the name of the Pasadena Unified School District, its Agents and Officers described in Section 43 of the General Terms and Conditions as additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and the Contractor's insurance primary despite any conflicting provisions in the Contractor's policy to the contrary. Coverage shall be maintained with no self-insured retention.

(d) Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, adequate to protect it and all subcontractors from claims under Workers' Compensation Acts which may arise from operations under the Contract Documents, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Waiver of subrogation endorsement against the Pasadena Unified School District, its agents and officers required.

(e) All insurance coverage amounts specified above shall be Project-specific to this particular Work, and all such insurance shall cover only risks relating to or arising out of the Project and the Work. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of other work contracted for or being performed by Contractor.

(f) Such other insurance in amounts as the District may reasonably deem advisable from time to time for protection against claims, liabilities and losses arising out of or in connection with the Project or the Work; provided that, the additional cost of such insurance shall be added to the Contract Price pursuant to a Change Order in accordance with Section 9 of the General Terms and Conditions.

(g) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to the Contract, the same shall be deemed a material breach of contract. The District, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.

(h) Acceptability of Insurers, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:7 unless otherwise approved by the District.

(i) Verification of Coverage, Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms that conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences.

(j) The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

6. PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted into this General Contract and the other Contract Documents shall be deemed to be inserted herein or therein (as applicable) and this General Contract and such other Contract Documents shall be read and enforced as though it were included herein or therein (as applicable), and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the General Contractor any of the other Contract documents (as applicable) shall forthwith be physically amended to make such insertion or correction.

7. DESIGNATION OF ARCHITECT AND INSPECTOR. The Architect of Record for the Project shall be assigned by the District (or such other person or legal entity as the District may designate from time to time by written notice to the Contractor), and the Inspector of Record to be assigned by the District (or such other person or legal entity as the District may designate from time to time by written notice to the Contractor).

8. DUE AUTHORIZATION. This General Contract is, and all Contract Documents to be executed by Contractor in connection with the Work and the Project will be, duly authorized, executed and delivered by

Contractor, is and will be legal, valid and binding obligations of Contractor enforceable against Contractor in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally), and does not and will not violate any provisions of any agreement to which Contractor is a party or may become a party or to which it is subject or may become subject. The representations and warranties contained in this Section 8 shall be deemed to be remade each day throughout the term of the Contract.

9. AUTHORIZATION OF SIGNATORIES. Each individual and entity executing this General Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this General Contract to the terms and provisions hereof.

10. COMPONENT PARTS OF THIS CONTRACT. The Contract consist of the following documents, all of which are component parts of the Contract as if herein set out in full or attached hereto (the "**Contract Documents**"):

- Exhibit A – Bidders Package
- 0100.1 Notice to Contractors Calling for Bids
- 0100.2 Bidders Information
- 0100.3 Notice of Mandatory Pre-Bid Conference & Job Walk
- 0100.4 Bid Overview
- 0100.5 Information for Bidders
- 0100.6 Bid Form
 - Attachment A - Schedule Unit Costs
 - Attachment B – Bid Form Hypothetical Roof Systems
- 0100.7 Designation of Subcontractors
- 0100.8 Bid Bond
- 0100.9 Deviations Form
- 0100.10 Non-Collusion Declaration
- 0100.11 Reserved - Blank
- 0100.12 Acknowledgment of Bidding Practices Regarding Indemnity Form
- 0100.13 Reserved
- 0200.4 Contractor's Certificate Regarding Worker's Compensation Campus Policy
- 0200.6 Bidders Reference List
- 0200.7 Contractor's Certificate Regarding Drug-Free Workplace
- 0200.8 Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free
- 0200.9 Reserved – Blank
- 0200.10 - Contractor's Certification Regarding Background Checks
- Exhibit G-2 Form of Contractor's Substitution Request
- Payment Bond
- General Terms and Conditions
- Special Conditions and any Supplementary General Terms and Conditions State Allocation Board (SAB) Forms 515PB, 515SC, 515GFE (DVBE forms) (if required by bid)
- Labor Compliance Program
- Requests for Information (RFIs)
- Submittal Endorsement
- Specifications
- All Addenda as Issued
- Drawings/Plans
- Change Orders
- Construction Change Documents
- Architect/Engineer Field Directives
- Submittal Responses
- Title 24 of the California Code of Regulations
- California Building Code (2007 Edition)
- Prevailing Wage Rate Tables (available upon request) Requirements
- Reports and/or Documents in the Project Manual
- Exhibit A - List of Schools and Buildings
- Exhibit D – Additional Unit Pricing (4/29/2022)

Pasadena Unified School District

0200.1 General Contract

Bid No.: 04-18/19 Districtwide-Unit Cost Pricing for Roofing

All of the above-listed Contract Documents and General Conditions are intended to be complimentary. Work required by any one of the above-named items and not required by another shall be performed as if required by all.

11. BOND REQUIREMENTS.

(a) Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate Surety authorized and admitted to transact business in California as sureties. To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the Surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

(b) Surety Qualification. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

(c) Alternate Surety Qualifications. If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

12. CERTIFICATIONS. Contractor shall execute and submit to the District all certifications and acknowledgements required by the Contract Documents prior to the commencement of Work on the Project.

13. PREVAILING WAGES. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Unless specifically exempted by the Labor Commissioner for this Project, monitoring and enforcement of the prevailing wage laws and related requirements will also be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Contract and Contractor stipulates to the provisions contained therein.

(a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.);

(b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.); and

IN WITNESS WHEREOF, this General Contract has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT

Signature
Leslie Barnes, Ed. D.
Chief Business Officer

Date

CONTRACTOR:

Best Contracting Services, Inc.

Kayhan Fatemi

Printed Name

Signature
Executive Vice President

Title
May 5, 2022

Date

Authorized Officers or Agents (CORPORATE SEAL)



PASADENA UNIFIED SCHOOL DISTRICT
Procurement & Contracts

351 South Hudson Avenue
Pasadena, CA 91109

CONSTRUCTION BID NUMBER 04-18/19

Districtwide-Unit Cost Pricing for Roofing

Issue Date: May 9, 2019

**Mandatory Bidders
Conference:** May 23, 2019 10:00 AM Sharp!

**Bid Submittal and
Opening Date:** June 7, 2019 2:00 PM Sharp!

**PASADENA UNIFIED SCHOOL DISTRICT
BIDDERS PACKAGE**

Bid Number - 04-18/19

Districtwide-Unit Cost Pricing for Roofing

TABLE OF CONTENTS (BID DOCUMENTS):

<u>DIVISION</u> Section	<u>TITLE</u>	<u>NO. OF PAGES</u>
<u>0100</u>	<u>BIDDING REQUIREMENTS</u>	
0100.1	NOTICE TO CONTRACTORS CALLING FOR BIDS	2
0100.2	BIDDERS INFORMATION	3
0100.3	NOTICE OF MANDATORY PRE-BID CONFERENCE AND JOB WALK	1
0100.4	BID OVERVIEW	1
0100.5	INFORMATION FOR BIDDERS	3
0100.6	BID FORM (INCLUDING ATTACHMENTS A & B)	13
0100.7	DESIGNATION OF SUBCONTRACTORS	2
0100.8	BID BOND	2
0100.9	DEVIATIONS FORM	1
0100.10	NON-COLLUSION DECLARATION	1
0100.11	RESERVED	1
0100.12	ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM	1
0100.13	RESERVED	1
<u>0200</u>	<u>CONTRACT FORMS</u>	
0200.1	GENERAL CONTRACT (AGREEMENT)	5
0200.2	NOT USED	0
0200.3	NOT USED	0
0200.4	CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION	1
0200.5	SUPPLEMENTARY GENERAL CONDITIONS ATTACHMENT B – INSURANCE REQUIREMENTS	4
0200.6	BIDDERS REFERENCE LIST	1
0200.7	CONTRACTOR'S CERTIFICATE REGARDING DRUG FREE WORK PLACE	1
0200.8	CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY	1
0200.9	RESERVED	1
0200.10	CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS	2

0300 CONDITIONS OF THE CONTRACT

0300.1	NOT USED	0
0300.2	CONTENTS OF GENERAL CONDITIONS	4
0300.3	GENERAL CONDITIONS AND EXHIBITS	128

SPECIFICATIONS AND/OR DRAWINGS

SECTION 0100: BIDDING REQUIREMENTS

0100.1 NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the Pasadena Unified School District (“District”) of Los Angeles County, California, acting by and through its Governing Board (“Board”), will receive up to, but not later than, **2:00 PM** on **June 7, 2019** sealed bids for the award of a contract for:

Bid No. 04-18/19 – Districtwide-Unit Cost Pricing for Roofing

All bids shall be made and presented on a form furnished by the District. Bids shall be received in the Office of the Director, Procurement & Contracts and shall be opened and publicly read aloud at the above stated time and below stated place.

A *mandatory bidders conference* and job-walk will be conducted on **May 23, 2019 at 10:00AM at Pasadena USD District Service Center located at 740 W. Woodbury Rd., Altadena, CA.** Contractors wishing to submit a bid to the District for this project are required to attend. Arrive early! Parking may not be readily available!

Each bid must conform with and be responsive to the contract documents, copies of which are on file at the office of the Director, Procurement & Contracts, Pasadena Unified School District, 351 So. Hudson Avenue, Room 102, Pasadena, CA 91109, (626) 396-3600.

Each Bidder shall possess at the time this Contract is awarded a Class C-39 Contractor’s License, current and legally issued by the Contractor’s State License Board, pursuant to Public Contract Code Section 3300. The successful bidder must maintain the license in good standing throughout the duration of this Contract.

This is a prevailing wage job. The District has obtained from the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for the Los Angeles County area for each trade, craft, classification, or type of work needed to execute the contract. Copies of schedules of rates so determined are available on the Internet (<http://www.dir.ca.gov/dlsr/PWD/>) and are on file and available at the District Office address noted above. In accordance with Section 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each jobsite.

Pasadena Unified School District is an “Equal Opportunity” employer. Qualified Disabled Veteran Business Enterprises (DVBE) are encouraged to participate in this project.

In accordance with California Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the General Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the General Contract, the securities shall be returned to the Contractor. The Escrow Agreement for Security Deposit In Lieu of Retention form that must be utilized by the Contractor is on file at the office of the Director, Procurement & Contracts and is consistent with the terms of Public Contract Code section 22300(f).

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Unless specifically exempted by the Labor Commissioner for this Project, the Contractor and all subcontractors shall also furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the

District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Unless specifically exempted by the Labor Commissioner for this Project, monitoring and enforcement of the prevailing wage laws and related requirements will also be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Kingsley Udo

Kingsley Udo, Business Services Director
Pasadena Unified School District
Pasadena, Los Angeles County, California

Ad dates: May 9, 2019 & May 16, 2019

0100.2 BIDDERS INFORMATION

Bid 04-18/19 - Districtwide-Unit Cost Pricing for Roofing

1. Digital and Hard copy Plans, Job Manuals and Specifications are available from Crisp Imaging for a fee. All fees are payable directly to Crisp Imaging. All Bid Documents must be obtained from Crisp Imaging to guarantee Accuracy of Documents and notification of any or all Addendums. Pasadena Unified and Crisp are not liable for any incorrect documents or information obtained from other sources not approved by the district. Verification of attendance to the bidders conference and job walk is required for pick up of all plans and specifications.

2. Legal publications used by the Pasadena Unified School District are the **Pasadena Journal**. We are not responsible for the accuracy of any information that we did not specifically authorize. If you have questions about what was printed in any publication other than those authorized by the Pasadena Unified School District, please contact those publications directly.

3. All requests for clarification must be made in writing to the and must be emailed to **The Garland Company, Inc. ATTN: Sean Magee (smagee@garlandind.com) and Michael Dunning (dunning.michael@pusd.us)**

All requests for pre-bid clarification must be submitted no later than **May 28, 2019** at 12:00 PM.

4. The following items must be complete and included with your bid package:

a) Pages 11, 13-29, 31, 38, 44, 45, 46, 48 and 49 of the “Bid Boilerplate” (the front section of the bid specification document).

b) Pages 5, 17, and of the General Conditions, initialed or signed by a responsible member of the bidding firm.

c) Bid bond or other acceptable form of security in the amount of at least 10% of your total bid.

Each bid shall be accompanied by (1) the security referred to in the contract documents; (2) the list of proposed subcontractors; (3) the Non-Collusion Declaration; (4) a list of three similar jobs that the contractor has completed in the last three years, and, (5) any other required documents.

5. All issued addenda must be acknowledged on Page 10 of the “Bid Boilerplate”. Failure to list all addenda will be grounds for rejection of your bid. If in doubt, you may call the Project Architect’s office to check the number of issued addenda one day prior to the bid submittal time.

6. This is as **prevailing wage** job. **Certified payrolls will be required** which must be submitted and checked electronically through the web-based LCP Tracker program, accessed on the World Wide Web by. Violations of the labor code will be reported to California Department of Labor and other associated state and federal governmental agencies. Copies of schedules of rates so determined are available on the Internet (<http://www.dir.ca.gov/dlsr/PWD/>) and are on file and available at the District Office address noted above. In accordance with Section 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each jobsite. The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at time plus one-half. The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of the contract.

Holiday rates shall be paid as specified in the collective bargaining agreement applicable to each particular trade, craft, classification, or type of work employed on the project. The Contractor and every lower-tier Subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically in the manner specified by the Pasadena Unified School District (District).

7. For purposes of the bid submittal, the time stamp clock in the Office of the Director, Procurement & Contracts of the Pasadena Unified School District, 351 S. Hudson Avenue, Room 102, Pasadena, CA 91109 will be considered the official time.

8. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. **The District reserves the right to reject any and all bids or to waive irregularities in any bid.**

9. Questions regarding the bid documents may be addressed to Kingsley Udo, Business Services Director, Pasadena Unified School District, 351 South Hudson Avenue, Room 102, Pasadena, CA, 91109. Phone number: (626) 396-3600.

10. Legal concerns may be addressed to the law offices of Atkinson, Andelson, Loya, Rudd & Romo, 17871 Park Plaza Drive, Ste. 200, Cerritos, CA, 90703. Phone number: (562) 653-3200.

11. General bid related questions should be directed to Anson Rane, Owner Representative, phone number: 626/396-5850 ext. 88178.

12. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

13. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. Unless specifically exempted by the Labor Commissioner for this Project, the contractor and all subcontractors shall also furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that a contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Unless specifically exempted by the Labor Commissioner for this Project, monitoring and enforcement of the prevailing wage laws and related requirements will also be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

14. Term. The first contract term is twelve (12) months. Quoted prices must stay in effect for twelve (12) months after award of bid and may be extended upon mutual consent of the District and vendor for up to four additional twelve (12) month periods or until the end of the school fiscal year, whichever is the shorter duration, in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges).

15. Price Increase. Any price increase must be in accordance with the Los Angeles consumer Pricing Index with a maximum of 5% per contract term. Vendor must submit pricing increase request in writing 60 days prior to contract renewal. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

16. Unit Prices. By the unit prices set forth in the Construction Contract or such other unit prices as are subsequently and mutually agreed to between District and Contractor.

Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by District and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by District in the Construction Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Sum Payable, shall be made upon demand of either District or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0100.3 NOTICE OF MANDATORY PRE-BID CONFERENCE & JOBWALK

BID NO. - 04-18/19

OPENING DATE – June 7, 2019

TIME – 2:00 PM

Pursuant to Public Contract Code 6610, the Pasadena Unified School District has scheduled a Mandatory Pre-Bid Conference and Job-Walk to answer any questions and explain details regarding the bidding requirements, specifications, and scope of the work. This Conference and Job-Walk will give bidding contractors the opportunity to investigate and more fully acquaint themselves with the conditions relating to the job so that they may fully understand the facilities, difficulties, restrictions, and any State of California requirements attending the execution of the Work.

Any contractor interested in bidding is required to attend this job-walk!

**Location: Pasadena USD-District Service Center
740 W. Woodbury Rd.
Altadena, CA**

Date: May 23, 2019

Time: 10:00 AM Sharp! No One Admitted After This Time!

Please note that parking at this location is limited! Plan to arrive early!

BID NO. – 04-18/19

OPENING DATE – June 7, 2019

TIME – 2:00 PM

LOCATION OF BID SUBMITTAL AND OPENING:

Office of the Director, Procurement & Contracts

Pasadena Unified School District

351 S. Hudson Avenue, Room 102

Pasadena, CA 91109

Questions may be directed to Mr. Kingsley Udo, Business Services Director 626/396-3600 X: 88149 or via email at udo.kingsley@pusd.us.

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0100.4 BID OVERVIEW

It is anticipated that the Board of Education will award contract(s) for this bid at its regular meeting scheduled for **June 27, 2019.**

The Contract period of this Work [each base bid individually and/or if grouped together] shall begin after the receipt of a Notice to Proceed for the specific project(s). It is imperative that no disruption to the basic school program occur. Refer to the General Conditions, Supplementary General Conditions, and other documents provided to the Contractor for additional information on the time for completion, and phasing schedules for this Project.

Please note the Liquidated Damages provisions of this bid document.

Thank You for your interest!

Kingsley Udo
Business Services Director

BID AWARD CONSIDERATIONS

The District will base the award off of the predetermined number of hypothetical projects and the bidder with the lowest grand total shall be awarded the contract by action of the Governing Board of the Pasadena Unified School District. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**

The District reserves the right to award this contract to multiple contractors if this is determined to be in the District's best interests. The award recommendation must be approved by the Governing Board of the Pasadena Unified School District.

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0100.5 INFORMATION FOR BIDDERS

1. **Preparation of Bid Form** The District invites bids on the forms attached to be submitted at such time and place as is stated in the Notice to Contractors. All blanks in the bid form must be appropriately completed. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, bidders address, the bid number, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that their bid is received no later than the time stated. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **Bid Submittal** Sealed bids are to be submitted not later than the time stated to:

Office of the Director, Procurement & Contracts
Pasadena Unified School District
351 S. Hudson Avenue, Room 102
Pasadena, CA 91109
3. **Bid Security** Each bid shall be accompanied by a certified or cashier's check payable to the District, or a satisfactory bid bond, in favor of the District, executed by the bidder as principal and a **legally admitted California surety insurer** as surety, in an amount not less than Ten Percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as guarantee that the bidder shall execute the Contract if it is awarded to him in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the Contract to the bidder.
4. **Signatures** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons representing the bidder and duly authorized to sign the bid on behalf of the bidder.
5. **Modifications** Changes in, or additions to, the bid form, recapitulations of the work bid upon, alternative proposals, omission of certain requested documents, or any other modification of the bid form which is not specifically called for in the Contract Documents may, at the sole and absolute discretion of the District, result in the District's rejection of the bid as not being responsive to the Notice to Contractors Calling for Bids, provided the Code required forms/items requiring submission upon Bid presentation are present. No oral or telephonic modifications of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.
6. **Erasures** The bid submitted must not contain any erasures, interlineations, or other corrections unless such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials or surnames of the persons signing the bid.
7. **Mandatory Pre-Bid Conference/Job-Walk and Examination of Site and Contract Documents**
Each bidder must attend the mandatory pre-bid conference and job-walk and must fully acquaint themselves with the conditions relating to the construction and labor so that they may fully understand the facilities, difficulties, access, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Contract Documents, drawings, and specifications. The failure or omission of any bidder to receive or examine any Contract Document, form, instrument, addendum, or other document, or to visit the site and acquaint themselves with conditions there existing, shall in nowise relieve any bidder from any obligation with respect to his bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
8. **Withdrawal of Bids** Any bidder may withdraw his bid either personally by written request or by telegraphic request at any time prior to the scheduled closing time for the receipt of bids.

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

9. **Agreements and Bonds** The Agreement form which the successful bidder, as Contractor, will be required to execute and the forms and amounts of surety bonds, which they will be required to furnish at the time of execution of the Agreement form, are included in the Contract Documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment (Labor and Material) Bond is as specified on the forms and in the Supplementary General Conditions. Payment and Performance bonds must be executed by a **legally admitted California surety insurer**.

10. **Interpretation of Plans and Documents** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, drawings, specifications, or related materials, or finds a discrepancy in or omissions from the drawings and specifications, they may submit to the District a written request for an interpretation or correction thereof. The firm submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed, faxed, or otherwise delivered to each person in attendance at the mandatory pre-bid Conference and Job-Walk. **No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.**

11. **Bidders Interested in More than One Bid** No person, firm, organization, or corporation shall be allowed to make or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, organization, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

12. **Award of Contract** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the Contract, if made by the District, will be to the lowest responsible bidder thereof. The District reserves the right to award this contract to multiple contractors if this is determined to be in the District's best interests. The award recommendation must(s) be approved by the Governing Board of the Pasadena Unified School District.

13. **Alternates** If alternate bids are called for, the Contract may be awarded, at the election of the District, to the lowest responsible bidder on the base bid, or on the base bid and any other alternate or combination of alternates (See Page 6 – Bid Award Considerations).

14. **Evidence of Responsibility** Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, their construction experience, and their organization and plant facilities available for the performance of the Contract.

15. **Listing of Subcontractors** Each bidder shall submit a list of the proposed subcontractors for this project, **properly and currently licensed** as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code, 4100 et.seq.). Forms for this purpose are furnished with the Contract Documents.

16. **Worker's Compensation** In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the District the **Certificate Regarding Workers Compensation** that is furnished with the Contract Documents prior to the beginning of work.

17. **Bid Deposit Return** Deposits of three (3) or more lowest bidders, the number being at the sole discretion of the District, will be held for up to ninety (90) days or until posting by the successful bidder(s) of the bonds and certificates of insurance required and return of executed copies of the appropriate Agreement form, whichever first occurs, at which time the deposits will be returned.

18. **Forfeiture for Failure to Execute Contract** In the event the bidder to whom an award is made fails or refuses to execute the Contract within five (5) calendar days from the date of receiving notification that they are

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

the bidder to whom the Contract is awarded, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the Work to the next lowest bidder, or may call for new bids.

19. **Non-collusion Declaration** Public Contract Code section 7106 requires bidders to submit a declaration of non-collusion with their bids. This form is included with the bid documents and must be dated and signed by the bidder under penalty of perjury.

20. **Anti-Discrimination** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any of their subcontractors employed on the Work.

21. **License Requirement** Each Bidder shall possess at the time this Contract is awarded a Class C-39 Contractor's License, current and legally issued by the Contractor's State License Board, pursuant to Public Contract Code Section 3300. The successful bidder must maintain the license in good standing throughout the duration of this Contract.

22. **Disabled Veteran Business Enterprises** Pasadena Unified School District is an "Equal Opportunity" employer. Qualified Disabled Veteran Business Enterprises (DVBE) are encouraged to participate in this project. In accordance with PUSD School Board Resolutions 1434 and 2021, bidders and contractors are encouraged to perform a local outreach program and utilize local labor and sub-contractors to the best of their abilities. Pasadena Unified School District's current goal for local hire is 25%.

23. **Safety - Mandatory 6' Fall Protection** Bidder and its subcontractors shall comply with mandatory 6' fall protection requirement. Additionally, all Bidders and their Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health requirements as outlined in Exhibit T (Section 1.16 Project Safety Program).

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0100.6 BID FORM

Bid No. 04-18/19

Closing Date and Time – June 7, 2019, 2:00 PM

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

1. Pursuant to, and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the Work at the place where the Work is to be done, and with the Contract Documents, drawings, specifications, addendum, and all other related documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the Work required in connection with 04-18/19 all in strict conformity with the drawings and specifications and other Contract Documents, including all noted addenda numbers None, _____, _____ on file in the office of the Director, Procurement and Contract for the District as listed in the **Bidders Information section** of this document.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in **Section 0100.2 Bidders Information, item #8**.

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

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

5. All notices or other correspondence should be addressed to the undersigned at the address stated below.
Sean Tabazadeh, CEO/Secretary/RMO - 19027 S. Hamilton Ave. Gardena, CA 90248

6. The undersigned holds a license: Class A,B,C17,C39,C43 License #: # 456263

License Expiration Date 5/31/2020 DIR Registration #: # 1000000563

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

Best Contracting Services, Inc.

Moji Tabazadeh, President

Sean Tabazadeh, CEO/Secretary/RMO

Fatemeh Tabazadeh, Treasurer

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

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package

8. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the District may declare the Bidder's bid deposit or bond forfeited as damages.

9. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the bidder.

10. **Designation of Subcontractors:**

a. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sec. 4100, et. seq.) and any amendments thereof, each bidder shall set forth below: (1) the name and the location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the Work or improvement to be performed under this Contract in an amount in excess of one-half of one percent of the prime contractor's total bid and (2) the portion of the Work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.

b. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of Work to be performed under the Contract in excess of one-half of one percent of the prime contractor's total bid, they shall be deemed to have agreed that they are fully qualified to perform that portion themselves, and that they shall perform that portion themselves.

c. No prime contractor whose bid is accepted shall (1) substitute any subcontractor, (2) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid response, or, (3) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid response shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the authority awarding this Contract, setting forth the facts constituting the emergency of necessity.

d. All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
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BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

	Description (height, depth, length)	Qty.	Unit Bid Cost
	Straight Time Labor Rates (Portal to Portal)	Per Hour	\$80.00
	Overtime Labor Rates (Portal to Portal)	Per Hour	\$130.00
	Mileage- 20 mile radius from place of business	Per Hour	\$80.00
	Mileage- 21-100 mile radius from place of business	Per Hour	\$80.00
	Any portion of roofing not covered in this pricing sheet will be charged at material invoice with 10% contractor markup plus labor and mileage.	10 %	10 %
101	Provide labor and material for demolition of existing built-up roof system up to 2 roofs. Demolition shall include all existing insulation, roofing material with or without rock, and metal component. Contractor shall include legal disposal of all materials. Roofs up to 25'-0" in height.	0-1000 S.F.	\$2.50
102	Provide labor and material for demolition of existing built-up roof system up to 2 roofs. Demolition shall include all existing insulation, roofing material with or without rock, and metal component. Contractor shall include legal disposal of all materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	\$2.40
103	Provide labor and material for demolition of existing built-up roof system up to 2 roofs. Demolition shall include all existing insulation, roofing material with or without rock, and metal component. Contractor shall include legal disposal of all materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	\$2.35
107	Provide labor and material to remove and replace 5/8" CDX Plywood. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each	\$170.00
108	Provide labor and material to remove and replace 3/4" CDX Plywood. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each	\$180.00
109	Provide labor and material to remove and replace 1/2" CDX Plywood. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each	\$190.00

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:	Description (height, depth, length)	Qty.	Unit Bid Cost
110	Provide labor and material to INSTALL new blocking for existing or new plywood roof deck. Blocking to be 2" x 4" x 16" long. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each	\$40.00
111	Provide labor and material to INSTALL new blocking for existing or new plywood roof deck. Blocking to be 2" x 6" x 16" long. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each	\$45.00
112	Provide labor and material to INSTALL new blocking for existing or new plywood roof deck. Blocking to be 4" x 4" x 16" long. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each	\$50.00
113	Provide labor and material to INSTALL new blocking for existing or new plywood roof deck. Blocking to be 4" x 6" x 16" long. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each.	\$60.00
114	Provide labor and materials for installation of new roof system. STRESSPLY PLUS FR MINERAL IN HOT ASPHALT PER SECTION 075200 over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	\$12.00
115	Provide labor and materials for installation of new roof system. STRESSPLY PLUS FR MINERAL IN HOT ASPHALT PER SECTION 075200 over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	\$11.50
116	Provide labor and materials for installation of new roof system. STRESSPLY PLUS FR MINERAL IN HOT ASPHALT PER SECTION 075200 over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	\$11.30
117	Provide labor and materials for installation of new roof system around a 8" HIGH CURB IN HOT ASPHALT PER SECTION 075200 over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	per lineal foot.	\$40.00
130	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over existing standing seam metal roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	\$28.00

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
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BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:	Description (height, depth, length)	Qty.	Unit Bid Cost
131	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over existing standing seam metal roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	\$28.00
132	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over existing standing seam metal roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	\$28.00
130	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over wood deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	\$27.00
131	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over wood deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	\$27.00
132	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over wood deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	\$27.00
141	Provide labor and materials for installation of 1/2" asphalt saturated Fiber Board and 1" perlite over metal deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	\$2.00
142	Provide labor and materials for installation of 1/2" asphalt saturated Fiber Board and 1" perlite over metal deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	\$2.00
143	Provide labor and materials for installation of 1/2" asphalt saturated Fiber Board and 1" perlite over metal deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	\$2.00
153	Provide labor and materials for installation of 2" LEAD JACKS w/ min. 4" flange, 4lb / s.f. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each.	\$75.00
154	Provide labor and materials for installation of 2 1/2" LEAD JACKS w/ min. 4" flange, 4lb / s.f. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each.	\$77.00
155	Provide labor and materials for installation of 3" LEAD JACKS w/ min. 4" flange, 4lb / s.f. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each.	\$79.00

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DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item	Description (height, depth, length)	Qty	Unit Bid Cost
156	Provide labor and materials for installation of 4" LEAD JACKS w/ min. 4" flange, 4lb / s.f. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each.	\$80.00
157	Provide labor and materials for installation of 5" LEAD JACKS w/ min. 4" flange, 4lb / s.f. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each.	\$81.00
158	Provide labor and materials for installation of NEW 3" CAST IRON DRAIN including clamp rings and covers. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each	\$2,500.00
159	Provide labor and materials for installation of NEW 4" CAST IRON DRAIN including clamp rings and covers. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each	\$2,600.00
160	Provide labor and materials for installation of NEW 5" CAST IRON DRAIN including clamp rings and covers. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each.	\$2,700.00
158	Provide labor and materials for installation of NEW 3" CAST IRON DRAIN including clamp rings, covers, Title 24 coating. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each.	\$2,600.00
159	Provide labor and materials for installation of NEW 4" CAST IRON DRAIN including clamp rings, covers, Title 24 coating.. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each	\$2,700.00
160	Provide labor and materials for installation of NEW 5" CAST IRON DRAIN including clamp rings, covers, Title 24 coating. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each.	\$2,800.00
164	Provide labor and materials for installation of R-mer edge COPING METAL - 12" stretch out 24 GA, kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	\$4.50
165	Provide labor and materials for installation of R-mer Edge DRIP EDGE 5" face, 24 gauge metal, kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height	Lineal Ft., Min 100 l.f.	\$5.00
166	Provide labor and materials for installation of R-mer Edge drip edge - 8"drip face, 22 GA, kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height	Lineal Ft., Min 100 l.f.	\$5.00
167	Provide labor and materials for installation of LEAD DRAIN FLASHINGS 4lb min, 30"x30" . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height	Each	\$100.00

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
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SCHEDULE UNIT COSTS

Overall Item	Description (height, depth, length)	Qty.	Unit Bid Cost
168	Provide labor and materials for installation of NEW ROOF GUTTERS 24 GA, 4" , kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height	Lineal Ft., Min 100 l.f.	\$60.00
169	Provide labor and materials for installation of NEW ROOF DOWN SPOUTS 22 GA, 4" kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	\$65.00
170	Provide labor and materials for installation of NEW ROOF GUTTERS 24 GA 5" kynar factory finish Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	\$65.00
171	Provide labor and materials for installation of NEW ROOF DOWN SPOUTS 24 GA, 5" kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height	Lineal Ft.	\$70.00
172	Provide labor and materials for installation of NEW ROOF DOWN SPOUTS SCHED. 40 - 4" round galvanized shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft.	\$67.00
173	Provide labor and materials for installation of NEW ROOF DOWN SPOUTS SCHED. 40 - 5" round galvanized shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft.	\$68.00
174	Provide labor and materials for installation of WOOD SLEEPERS/BLOCKING 4" X 4" min 12" in lenth over capsheet. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	\$12.00
175	Provide labor and materials for installation of WOOD NAILERS MIN. 2" x 4" Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Lineal Ft.	\$7.00
176	Provide labor and materials for installation of NEW CURBS FOR AC UNIT UP TO 8" IN HEIGHT MIN. 4x4' IN WIDTH include flashings, crickets, and plywood. Contractors shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft.	\$45.00
180	Provide labor and materials for installation of FOR STANDARD 3-COURSE WORK - no preparation. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	\$20.00
181	Provide labor and materials for installation of FOR STANDARD 5-COURSE WORK - no preparation. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	\$25.00

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DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
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Overall Item:

	Description (height, depth, length)	Qty.	Unit Bid Cost
182	Provide labor and materials for installation of CUT AND/OR CLEAN AND 3 COURSE -demolition and removal . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height	Per S.F.	\$25.00
183	Provide labor and materials for installation of CUT AND/OR CLEAN AND 5 COURSE -demolition and removal . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	\$28.00
184	Provide labor and materials for installation of NEW WOOD SLEEPERS . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft	\$10.00
185	Provide labor and materials TO INSTALL 18" WIDE Stressply IV mineral torch, 3-course edges . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	\$15.00
186	Provide labor and materials TO INSTALL 36" WIDE StressPly Mineral IV torch CAPSHEET, 3-course edges . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	\$18.00
187	Provide labor and materials TO INSTALL R-MER LITE MANUFACTURED METAL WALL PANELS UTILIZING HAT CHANNELS . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	\$28.00
188	Provide labor and materials TO INSTALL 4" 22 GA SURFACEMOUNT COUNTERFLASHING, factory kynar painted . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f	\$8.00
189	Provide labor and materials TO INSTALL 5" 22GA SURFACEMOUNT COUNTERFLASHING, factory kynar painted . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f	\$9.00
190	Provide labor and materials TO INSTALL 6" 22GA SURFACEMOUNT COUNTERFLASHING, factory kynar painted . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f	\$10.00
191	Provide labor and materials TO INSTALL R-MER LITE 22GA 12" RIDGE CAP . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f	\$22.00
192	Provide labor and materials TO INSTALL R-MER LITE VENTS . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	\$180.00
193	Provide labor and materials for installation of 3" PIPE BOOTS for R-MER LITE ROOFING SYSTEM over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	\$190.00

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

	Description (height, depth, length)	Qty.	Unit Bid Cost
194	Provide labor and materials for installation of 4" PIPE BOOTS for R-MER LITE ROOFING SYSTEM over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	\$150.00
195	Provide labor and materials for installation of 5" PIPE BOOTS for R-MER LITE ROOFING SYSTEM over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	\$160.00
196	Provide labor and materials Torch Base 6" Strip and 9" StressPly IV mineral torch for drip edge repair. 25' linear feet min.	per linear foot	\$22.00
197	Provide labor and materials to three course application repairs with KEE lock mastic 25' linear min.	per linear foot	\$26.00
198	Provide labor and materials for installation of 2'x2' drain sump flashed with Torch Base and Torch Cap.	Each	\$1,500.00
199	Provide labor and materials for installation of TITLE 24 WHITE COATING over existing roof at 2.5 gallons per sq to include 2lbs per sqft A1 Grit Glacier gravel. Contractor shall include legal disposal of all excess materials.	500 sq ft min Per sq ft	\$8.00
200	Provide labor and materials for installation of TITLE 24 WHITE COATING over existing roof at 2.5 gallons per sq to include 2lbs per sqft A1 Grit Glacier gravel. Contractor shall include legal disposal of all excess materials.	500-1000 sq ft Per sq ft	\$8.00
201	Provide labor and materials for installation of TITLE 24 WHITE COATING over new roof at 2.5 gallons per sq to include 2lbs per sqft A1 Grit Glacier gravel. Contractor shall include legal disposal of all excess materials.	1000-10,000 sq ft Per sq ft	\$8.00
202	Provide labor and materials for installation of TITLE 24 WHITE COATING over new roof at 2.5 gallons per sq to include 2lbs per sqft A1 Grit Glacier gravel. Contractor shall include legal disposal of all excess materials.	over 10,000 sq ft Per sq ft	\$8.00
203	Provide labor and materials for installation of R-mer Span over wood deck. Per hypothetical Spec E	over 10,000 sq ft Per sq foot	\$27.00
204	Provide labor and materials for installation of 2 gallons per square of Weather King and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	\$9.00
205	Provide labor and materials for installation of 2 gallons per square of Weather King and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	\$9.00

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

	Description (height, depth, length)	Qty.	Unit Bid Cost
206	Provide labor and materials for installation of 2 gallons per square of Weather King and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	\$9.00
207	Provide labor and materials for installation of 2 gallons per square of Energizer LO and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	\$9.10
208	Provide labor and materials for installation of 2 gallons per square of Energizer LO and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	\$9.10
209	Provide labor and materials for installation of 2 gallons per square of Energizer LO and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	\$9.10
210	Provide labor and materials for portable restoration by installation of stripping in new drip edge flashing by installing StressPly IV mineral at a 9" min and HPR Torch Base at a 6" min up to 144 linear feet	per linear foot	\$20.00
211	Provide labor and materials to install WeatherScreen at 2 gallons per square and broadcasting minerals into WeatherScreen restoration system.	0-1152 per sq ft	\$10.00
212	Provide labor and materials to install WeatherScreen at 2 gallons per square and broadcasting minerals into WeatherScreen restoration system.	1000-10000 per sq ft	\$10.00
213	Provide labor and materials to install WeatherScreen at 2 gallons per square and broadcasting minerals into WeatherScreen restoration system.	10000 per sq ft and over	\$10.00
214	Provide labor and materials to install Rust go primer at 1/2 gallon per square and 2 gallons of White Knight onto standing seam metal and 4 gallons of White Knight on fasteners and seam standard standing seam metal portable 24 x48.	0-1152 per sq ft	\$9.00
215	Provide labor and materials to install Rust go primer at 1/2 gallon per square and 2 gallons of White Knight onto standing seam metal and 4 gallons of White Knight on fasteners and seam standard standing seam metal portable 24 x48.	1152-4608 per sq ft	\$9.00
216	Provide labor and materials to install Rust go primer at 1/2 gallon per square and 2 gallons of White Knight onto standing seam metal and 4 gallons of White Knight on fasteners and seam standard standing seam metal portable 24 x48.	4608 and over per sq ft	\$9.00
217	Clay Tile repair: Provide labor and materials for removal of existing clay tiles, installation of two layers of R-mer Seal, re-install tiles with wire tie system.	0- 1000 S.F.	\$17.00

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:	Description (height, depth, length)	Qty.	Unit Bid Cost
218	Clay Tile Repair: Provide labor and materials for removal of existing clay tiles, installation of two layers of R-mer Seal, re-install tiles with wire tie system.	1000- 10,000 S.F.	\$17.00
219	Clay Tile Repair: Provide labor and materials for removal of existing clay tiles, installation of two layers of R-mer Seal, re-install tiles with wire tie system.	OVER- 10,000 S.F.	\$17.00
217	Dimensional Shingle repair: Provide labor and materials for removal of dimensional shingles, installation of two layers of R-mer Seal, and installing new dimensional shingles.	0- 1000 S.F.	\$14.00
218	Dimensional Shingle repair: Provide labor and materials for removal of dimensional shingles, installation of two layers of R-mer Seal, and installing new dimensional shingles.	1000- 10,000 S.F.	\$14.00

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

219

Description (height, depth, length)	Qty.	Unit Bid Cost
Dimensional Shingle repair: Provide labor and materials for removal of dimensional shingles, installation of two layers of R-mer Seal, and installing new dimensional shingles.	OVER- 10,000 S.F.	\$14.00

Company Name: Best Contracting Services, Inc.

Authorized Signature: 

Printed Name: Sean Tabazadeh, CEO/Secretary

Date: June 07, 2019

Email: estimating@bestcontracting.com

Phone & Fax: (310) 328-6969 / (310) 328-9176


BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT B
BID FORM HYPOTHETICAL ROOF SYSTEMS

Hypothetical Project A	\$ 223,880.00
Hypothetical Project B	\$ 224,840.00
Hypothetical Project C	\$ 252,900.00
Hypothetical Project D	\$ 252,900.00
Hypothetical Project E	\$ 183,160.00
Hypothetical Project F	\$ 28,328.00
Hypothetical Project G	\$ 21,456.00
Hypothetical Project H	\$ 93,320.00
Hypothetical Project I	\$ 68,440.00
Grand Total	\$ 1,349,224.00

Additional instructions to bidders. The district will review in its entirety this bid form as well as the individual unit cost price bidding form to determine the lowest bidder. As an example, if your unit Cost for hypothetical roof A is \$15.00 a square foot but the sum of the same system from your unit cost pricing bid form is \$50.00 per square foot the district would not consider you the low bidder. Future work contracted under the unit cost pricing will not come from the Hypothetical roof systems cost per square foot but will be invoiced by utilization of the unit cost pricing bid sheet. The district understands that there will be small variance in cost per square foot between the Hypothetical bid forms and the totals on the unit cost pricing bid form.

Please sign and date this page:

Company Name: Best Contracting Services, Inc.

Authorized Signature: 

Printed Name: Sean Tabazadeh, CEO/Secretary

Date: June 07, 2019

Email: estimating@bestcontracting.com

Phone & Fax: (310) 328-6969 / (310) 328-9176

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package

Hypothetical Project wood deck (A) Basis of Award

Project: One wing of classrooms wood deck.

The building is 60 feet wide and 200 feet long. The building shall have a wood deck. The existing roof is consists of a rosin paper, base sheet, two ply system, coping cap, and 4 internal drains installed in hot asphalt. The existing roof is attached to the building by nailing base sheet through a rosin sheet that was loose laid over the deck. There are 4 pipe jacks 8" high, 3" in diameter. There is a 10" high parapet wall on all fours sides with a coping cap. There are 4 downdraft HVAC units on curbs 8" high that are 4' x 4'. No asbestos containing materials will be present. All sundry items to be included in price (caulking, primer, nails, asphalt etc.)

Project shall include tearing the roof off down to the wood deck to include coping caps. Then, a red rosin paper will be loose laid. Mechanically fasten type II base sheet to wood deck, install 80 mil base sheet and a cap sheet with hot asphalt. Apply primer, polyurea, broadcast 3/8" A1 Grit glacier gravel for Title 24 cool roof. All pipe jacks will incorporate 4 lb lead, new coping cap and 4 new internal drains. All installed per 075200 specifications.

Description	Unit	Quantity	Unit Cost	Total
Removal of existing roof	sq. ft.	12,000	\$1.80	\$21,600.00
11" coping cap stretch out	lin.ft.	520	\$20.00	\$10,400.00
Install Stressply Plus FR Mineral Assembly in hot asphalt	sq. ft.	12,000	\$10.00	\$120,000.00
3" Lead Jacks	each	4	\$150.00	\$600.00
Curb flashings	lin.ft.	64	\$20.00	\$1,280.00
Install Title 24 Coating system	sq. ft.	12,000	\$5.00	\$60,000.00
Install 4 new internal drains	drains	4	\$2,500.00	\$10,000.00
Grand Total				\$223,880.00

Hypothetical Project metal deck (B) Basis of Award

Project: One wing of classrooms metal deck.

The building is 60 feet wide and 200 feet long. The building shall have a metal deck. The existing roof consists of a 1/2" of perlite insulation, base sheet, two ply modified system and coping cap installed in hot asphalt. The existing roof is attached to the building by mechanically fastening the insulation through the metal deck. The plys and cap sheet are installed in hot asphalt. There are 4 pipe jacks 8" high, 3" in diameter. There is a 10" high parapet wall on all four sides with a coping cap and 4 internal drains. There are 2 downdraft HVAC units on curbs 8" high that are 20' x 8'. No asbestos containing materials will be present. All sundry items to be included in price (caulking, primer, nails, asphalt etc.) Project shall include tearing the roof off down to the metal deck to include coping caps. Then the equivalent 1/2" R-value insulation will be installed with the top configuration being asphalt saturated fiber board. Install 80 mil base sheet and a cap sheet with hot asphalt. Apply primer, polyurea, broadcast 3/8" A1 Grit Glacier gravel for Title 24 cool roof. All pipe jacks will incorporate 4 lb lead; new coping cap will be installed and 4 new internal drains. All installed per 075200 specifications.

Description	Unit	Quantity	Unit Cost	Total
Removal of existing roof	sq. ft.	12,000	\$1.80	\$21,600.00
11" coping cap stretch out	lin.ft.	520	\$20.00	\$10,400.00
Install insulation, Stressply Plus FR Mineral Roof assembly in Hot asphalt	sq. ft.	12,000	\$10.00	\$120,000.00
3" Lead Jacks	each	4	\$150.00	\$600.00
Curb flashings	lin.ft.	112	\$20.00	\$2,240.00
Install Title 24 Coating system	sq. ft.	12,000	\$5.00	\$60,000.00
Internal Drains	drains	4	\$2,500.00	\$10,000.00
				\$224,840.00
Grand Total				

Hypothetical Project (C) Metal Retrofit Basis of Award

Project: Portable Classrooms

The building is 60 feet wide and 180 feet long. The building shall have a standing seam metal roof with 1/2:12 slope. There are 4 pipe jacks 8" high, 3" in diameter. There is a drip edge along all sides with a 7" stretch out. No asbestos containing materials will be present. All sundry items to be included in price (caulking, screws, butyl tape, etc). Project shall not include tearing the roof off. The new roof will be an R-Mer Lite Manufactured Metal roofing system, with Polyiso installed in flukes of standing seam, two layers of self adhering base sheet, and EPS insulation installed per section 074100

Description	Unit	Quantity	Unit Cost	Total
Installation of R-Mer Lite Roofing system per Section 074100	Sq ft	10,800	\$23.00	\$248,400.00
4" Kynar finish drip edge	lin.ft.	420	\$9.00	\$3,780.00
3" R-Mer Lite pipe boots	Each	4	\$180.00	\$720.00
Grand Total				\$252,900.00

Hypothetical Project (D) Metal Basis of Award

Project: Portable Classrooms

The building is 60 feet wide and 180 feet long. The building shall have a standing seam metal roof with 1/2:12 slope installed over a wood deck. There are 4 pipe jacks 8" high, 3" in diameter. There is a drip edge along all sides with a 7" stretch out. No asbestos containing materials will be present. All sundry items to be included in price (caulking, screws, butyl tape, etc). Project shall include tearing the roof off to the wood deck. The new roof will be an R-Mer Lite Manufactured Metal roofing system, with two layers of self adhering base sheet, and EPS insulation installed per section 074100

Description	Unit	Quantity	Unit Cost	Total
Installation of R-Mer Lite Roofing system per Section 074100	Sq ft	10,800	\$23.00	\$248,400.00
7" Kynar finish drip edge	lin.ft.	420	\$9.00	\$3,780.00
3" R-Mer Lite pipe boots	Each	4	\$180.00	\$720.00
Grand Total				\$252,900.00

Hypothetical Project (E) Basis of Award

Project: Auditorium

The building is 60 feet wide and 100 feet long. The building shall have a wood deck with 1:12 slope all in one direction. The existing roof is shingle or one modified roof assembly. There are 4 pipe jacks 8" high, 3" in diameter. No asbestos containing materials will be present. All sundry items to be included in price. Project shall include tearing the roof off down to the wood deck. The new roof will be a R-Mer Span Standing Seam roofing system with two layers of underlayment, installed per section 07410.

Description	Unit	Quantity	Unit Cost	Total
Installation of R-Mer Span Standing Seam Roofing system per Section 07410	Sq ft	6,000	\$28.00	\$168,000.00
Ridge Assembly	lin.ft.	60	\$45.00	\$2,700.00
Rake Assembly	lin.ft.	200	\$45.00	\$9,000.00
Eave Assembly	lin.ft.	60	\$45.00	\$2,700.00
3" R-Mer Span pipe boots	Each	4	\$190.00	\$760.00
Grand Total				\$183,160.00

Hypothetical Project (F) ModBit restoration Basis of Award

Project: Portable Classrooms

The building is 24 feet wide and 48 feet long. The building shall have an existing modified bitumen roof system with 1/2:12 slope. There are 4 pipe jacks 8" high, 3" in diameter. There is a drip edge along all sides with a 7" stretch out. No asbestos containing materials will be present. All sundry items to be included in price (caulking, screws, butyl tape, etc). Project shall not include tearing the roof off. The new roof will be an a WeatherScreen and minerals at 2.5 gallons per square restoration with new edge metal, stripped in 9" and 6" min with StressPly IV mineral plus and HPR Torch base sheet per specification 075100

Description	Unit	Quantity	Unit Cost	Total
Installation of WeatherKing Roofing system per Section 075100 at 2.5 gals per square	Sq ft	1152	\$9.00	\$10,368.00
7" stretch out drip edge	lin.ft.	1152	\$6.00	\$6,912.00
4 lead jacks	Each	4	\$170.00	\$680.00
StressPly IV mineral Torch 9"min	lin.ft.	144	\$15.00	\$2,160.00
HPR Torch Base 6" min	lin.ft.	144	\$17.00	\$2,448.00
Minerals	sq ft	1152	\$5.00	\$5,760.00
Grand Total				\$28,328.00

Hypothetical Project (G) Standing Seam Metal Restoration Basis of Award

Project: Portable Classrooms

The building is 24 feet wide and 48 feet long. The building shall have an existing standing seam metal roof system with 1/2:12 slope. There are 4 pipe jacks 8" high, 3" in diameter. There is a drip edge along all sides with a 7" stretch out. No asbestos containing materials will be present. All sundry items to be included in price (caulking, screws, butyl tape, etc). Project shall not include tearing the roof off. The new roof will be a White Knight Restoration over standing seam metal with 1/2 gallon per square of Rust Go Primer and 2 gallons per square of White Knight and 4 gallons per square of White Knight over seams and fasteners. Installed per specification number 07563

Description	Unit	Quantity	Unit Cost	Total
Installation of White Knight Roofing system per Section 07563	Sq ft	1152	\$10.00	\$11,520.00
Installation of Rust Go primer	lin.ft.	1152	\$8.00	\$9,216.00
Flashing 4 jacks in polyester	Each	4	\$180.00	\$720.00
Grand Total				\$21,456.00

Hypothetical Project (H) Basis of Award

Project: Auditorium

The building is 60 feet wide and 100 feet long. The building shall have a wood deck with 4:12 slope all in one direction. The existing roof is clay tiles. There are 4 pipe jacks 8" high, 3" in diameter. No asbestos containing materials will be present. All sundry items to be included in price. Project shall include tearing the roof off down to the wood deck. The new roof will be the removal of existing clay tiles, two layers of R-mer Seal, and re-install clay tiles with wire tye system.

Description	Unit	Quantity	Unit Cost	Total
Installation of R-Mer Seal and re-install of clay tiles	Sq ft	6,000	\$15.00	\$90,000.00
Ridge Assembly	lin.ft.	60	\$10.00	\$600.00
Rake Assembly	lin.ft.	200	\$7.00	\$1,400.00
Eave Assembly	lin.ft.	60	\$10.00	\$600.00
Lead Jacks	Each	4	\$180.00	\$720.00
Grand Total				\$93,320.00

Hypothetical Project (I) Basis of Award

Project: Auditorium

The building is 60 feet wide and 100 feet long. The building shall have a wood deck with 4:12 slope all in one direction. The existing roof is clay tiles. There are 4 pipe jacks 8" high, 3" in diameter. No asbestos containing materials will be present. All sundry items to be included in price. Project shall include tearing the roof off down to the wood deck. The new roof will be the removal of existing asphalt shingles down to the wood deck, two layers of R-mer Seal, and install new dimensional shingles.

Description	Unit	Quantity	Unit Cost	Total
Installation of R-Mer Seal and installation of dimensional shingles	Sq ft	6,000	\$11.00	\$66,000.00
Ridge Assembly	lin.ft.	60	\$6.00	\$360.00
Rake Assembly	lin.ft.	200	\$5.00	\$1,000.00
Eave Assembly	lin.ft.	60	\$6.00	\$360.00
Lead Jacks	Each	4	\$180.00	\$720.00
Grand Total				\$68,440.00

0100.7 DESIGNATION OF SUBCONTRACTORS

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registratio n Number*
Roof & ACM Demo	Klondike Construction Service Inc	592 E. State Street Ontario, CA 91761	C39 # 990645	klondikeconstruct ion@gmail.com 909-395-0160	#1000008336

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

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

**Proper Name of
Bidder:**

Best Contracting Services, Inc.

Date:

June 07, 2019

Name:

Sean Tabazadeh, CEO/Secretary

**Signature of Bidder
Representative:**

Address:

19027 S. Hamilton Ave. Gardena, CA 90248

Phone:

(310) 328-6969

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

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

This form must be completed and submitted with your bid package

0100.8 BID BOND (10%)

Name of Principal Best Contracting Services, Inc.

Address 19027 S Hamilton Ave.

City of Gardena, State of California
as Principal, and The Hanover Insurance Company a
corporation organized and existing under the laws of the State of New Hampshire, legally doing
business in California as an admitted surety insurer at:

Address 5 Hutton Centre Dr. Suite 1060

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

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted the accompanying bid dated June 7, 2019 for:

04-18/19 - Districtwide-Unit Cost Pricing for Roofing

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

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

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

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

This form must be completed and submitted with your bid package

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the
4th day of June, 2019.

Best Contracting Services, Inc.

Principal

(Corporate Seal)

BY

Sean Tabazadeh

(Typed or Printed Name)

CEO/Secretary

(Title)

The Hanover Insurance Company

Surety

(Corporate Seal)

BY

Patrick T. Moughan

(Typed or Printed Name)

Attorney-in-Fact

(Title)

Address: 800 Wilshire Blvd. 2nd Floor

City, State, Zip: Los Angeles, CA 90017

Phone Number: 213-550-2253

E-Mail: pmoughan@globalriskcap.com

(Attach Attorney-In-Fact Certificate)

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Patrick T. Moughan, Mark D. Kiger, Alec D. Martinez, and/or Jing Guo Mason

Of Global Risk, LLC of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of March, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



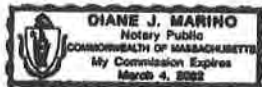
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 29th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 4th day of June, 2019

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On 6/4/2019 before me, Zipporah D. Kiger, Notary Public
(Here insert name and title of the officer)

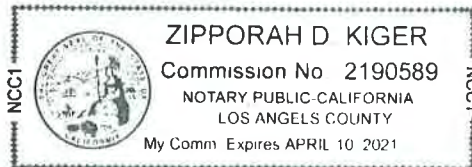
personally appeared Patrick T. Moughan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is are subscribed to the within instrument and acknowledged to me that
he she/they executed the same in his her/their authorized capacity(ies), and that by
his her/their signature(s)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

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

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

0100.9 DEVIATIONS FORM

Bid the Work per plan and specification. Any proposed deviations to this bid package for specifications of equipment and related items must be noted below. The District is aware of its obligations under Section 3400 of the Public Contract Code, as amended effective January 1, 1999. Refer to Section 11 and Exhibit "G" of the General Conditions for additional information.

NONE

Contractor Name: Best Contracting Services, Inc.

Signed: Sean Tabazadeh Sean Tabazadeh, CEO/Secretary

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

This form must be completed and submitted with your bid package

0100.10 NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CEO/Secretary [Title] of Best Contracting Services, Inc. [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 06, 2019 [Date], at Gardena [City], California [State].

Signed: 

*** SEE ATTACHED NOTARY ***

Typed Name: Sean Tabazadeh, CEO/Secretary

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On 6/6/19 before me, R. Robles, Notary Public

Date

Here Insert Name and Title of the Officer

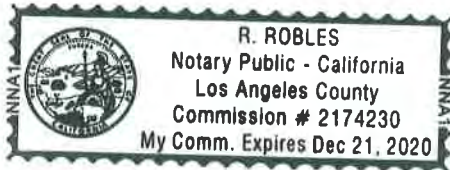
personally appeared Sean Tabazadeh

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *[Signature]*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non Collusion Declaration

Document Date: 6/6/19 Number of Pages: One(1)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sean Tabazadeh

☒ Corporate Officer — Title(s): CEO/Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Best Contracting Services, Inc.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

0100.11 RESERVED

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

TO: Pasadena Unified School District

RE: Project Number 04-18/19

Construction Contract for DISTRICTWIDE-UNIT COST PRICING FOR ROOFING

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

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

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

Best Contracting Services, Inc.

Contracting Party

Sean Tabazadeh, CEO/Secretary

Name of Agent/Title

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

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

0100.13 RESERVED

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Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0200.4 CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

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

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

NAME Best Contracting Services, Inc.

TITLE Sean Tabazadeh, CEO/Secretary

SIGNATURE 

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

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

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

0200.6 BIDDERS REFERENCE LIST

Bidder Name: Best Contracting Services, Inc.

Bid No.: 04-18/19

Owner: Claremont USD	
Contact: Rick Cota Email: rcota@cusd.claremont.edu	
Phone number: (909) 398-0609 71001	
Value of Contract: \$3,255,730.00	Description of Work: Reroof existing roof at
	Various School Sites

Owner: Mountain View School District	
Contact: Lillian Maldonado French E: lmfrench@mtviewschools.net	
Phone number: 626-652-4955	
Value of Contract: \$2,454,806.00	Description of Work: Reroofing at various school
	sites

Owner: Riverside Unified School District	
Contact: Kenneth L. Sharum Jr. E: ksharum@rusd.k12.ca.us	
Phone number: 951-352-6729	
Value of Contract: \$998,836.00	Description of Work: Reroof existing roof at
	Ramona HS

Owner: Murrieta USD	
Contact: Lori Noorigian	
Phone number: (951) 696-1600 ext. 1080	
Value of Contract: \$1,634,234.00	Description of Work: Reroof various school sites
	roof membrane System

Owner: Stockton USD	
Contact: Joseph Zapp	
Phone number: (209)933-7046	
Value of Contract: \$2,259,900.00	Description of Work: Reroof Fillmore &
	John Adams Schools

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package.

0200.7 CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE: June 07, 2019

Best Contracting Services, Inc.

CONTRACTOR

By:

Signature Sean Tabazadeh, CEO/Secretary

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package.

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

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

DATE: June 07, 2019

Best Contracting Services, Inc.
CONTRACTOR

By: _____

Signature

Sean Tabazadeh, CEO/Secretary

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package.

0200.9 RESERVED

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Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0200.10 CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

Best Contracting Services, Inc. certifies that it has performed one of the following:
[Name of contractor/consultant]

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

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

OR

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

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

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

Date June 07, 20 19

Best Contracting Services, Inc.

[Name of Contractor/Consultant]

By its: Sean Tabazadeh, CEO/Secretary

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package.

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

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

N/A

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package.

Conditions and the definitions have been read, understood and accepted by Contractor. Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Terms and Conditions and agrees to strictly abide by their meaning and intent. In the event that Contractor fails to initial below, the District shall have the right to declare the Contract unexecuted and hold Contractor non-responsive in accordance with California Public Contract Code Section 5106.

CONTRACTOR'S

INITIALS



2. SCHEDULE OF VALUES

Within seven (7) days after award of the Contract(NTP), the Contractor shall submit to the Architect and the District, for their approval, a schedule of values (the "**Schedule of Values**") allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect or the District may require. Such values shall include the amount of overhead and profit applicable to each item of the Work and shall include a breakdown between rough and finish Work for the basic trades as well as individual dollar figures for large dollar equipment and materials installed or furnished in connection with the Project. Prior to the processing of any Contractor Payment Request (including a Contractor Payment Request for mobilization), the Schedule of Values must have been approved by the District and the Architect. The approved Schedule of Values shall be used as a basis for reviewing the Contractor Payment Requests that are submitted for payment from time to time. If the District or the Architect objects to any Schedule of Values submitted by the Contractor, the Contractor shall work and cooperate with the party objecting to the same in order to revise the Schedule of Values in a manner that addresses such objecting party's objections. The Schedule of Values will be updated from time to time as may be necessary during the course of construction. Updates to the Schedule of Values shall also be subject to the prior approval of the District and the Architect.

In preparing the Schedule of Values, the Contractor shall provide The Good-Will Documents (copies of all sub-contractors contract with value by specification section, including the sub-contractors schedule of value. Good Will document may not apply to sub-contract less than 0.5% of total contract value. Total value of the GW documents must match the total contract value) list the true cost of each activity or item for which payment will be requested. The Contractor shall not "front-load" the Schedule of Values with false dollar amounts for activities required to be performed in the early stages of the Project Schedule. The District may, in its sole discretion, utilize the costs listed in the Schedule of Values as the true costs of items to be deducted from the Contract Price through credit or deductive Change Order.

Procurement activity value such as door/window, hardware, mechanical equipment, hardwood flooring, plumbing fixtures, electrical fixtures, etc. should be separate line item.

3. PROJECT SCHEDULE

NTP Time line:

NTP Time line:

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

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

7. TIME PERIOD FOR COMPLETION OF THE WORK

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

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

CONTRACTOR'S
INITIALS: 

DISTRICT'S
INITIALS: _____

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

EXHIBIT G -2

FORM OF CONTRACTOR'S SUBSTITUTION REQUEST

Project Name: Bid DISTRICTWIDE-UNIT COST PRICING FOR ROOFING, BID NO. 04-18/19

Number: Contractor Name: Best Contracting Services, Inc.

Per this Section of the General Conditions, Bidder hereby requests substitution of the following articles, devices, equipment, products materials, fixtures, patented processes, forms, methods, or types of construction:

Specified Item	Requested Item	Agree to Provide Specific Item in the Event the Request is Denied?		District Decision	
NONE		Yes	No	Grant	Deny
Deny					
		Yes	No	Grant	Deny
Deny					
		Yes	No	Grant	Deny
Deny					
		Yes	No	Grant	Deny
Deny					
		Yes	No	Grant	Deny
Deny					
		Yes	No	Grant	Deny
Deny					
		Yes	No	Grant	Deny
Deny					
		Yes	No	Grant	Deny
Deny					
		Yes	No	Grant	Deny
Deny					

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the construction schedule.

The undersigned states that the following paragraph, unless modified on attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution, if permitted.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.

Contractor Name: Best Contracting Services, Inc.

Signed By:  Sean Tabazadeh, CEO/Secretary

Date: June 07, 2019

Pasadena Unified School District

By: _____
Nelson Cayabyab
Chief Facilities Officer

Date: _____

EXHIBIT A - BEST CONTRACTING, INC. LIST OF SCHOOLS AND BUILDINGS
Pasadena Unified School District - Measure O Program
Roofing Project Phase 1 & 2

Campus	Account Codes String	Project Address	Building
District Services Center	21.3-97094.0-00000-850000-6270-0000710	740 W Woodbury Ave	Director/Facilities Bldg
			Measure O Portables
			Trade Shop Bldgs
			M&O Office Portables
Muir High School	21.3-97094.0-00000-850000-6270-0820000	1905 Lincoln Ave	Bldg A
			Bldg B
			Bldg E
			Bldg W
			Bldg S
San Rafael Elementary School	21.3-97094.0-00000-850000-6270-0480000	1090 Nithsdale Rd	Bldg T
			Bldg B, Classrooms
			Bldg D, E, Classrooms, Preschool
			3 Portable Bldgs no. A (south)
Pasadena High School	21.3-97094.0-00000-850000-6270-0840000	2925 E Sierra Madre Blvd	Bldg B - Auditorium, Lower roof
			Bldg C - Band Room
			Bldg D - Library
			Bldg E - Classrooms
			Bldg V - Cafeteria
			Bldg W - Canteen
			Bldg N, P, Q - (CIS Academy)
			Portable (Security Bldg next to the Canteen)
McKinley School	21.3-97094.0-00000-850000-6270-0730000	325 S Oak Knoll Ave	Bldg A, Main Bldg BUR and Tile
			Bldg B, Kinder Wing
			Bldg C Library and Tile Roof
Marshall High School	21.3-97094.0-00000-850000-6270-0950000	990 N Allen Ave	Bldg C - Library, Music
			Bldg D - Old Gym, Dance Rm
			Bldg E - Kitchen
			Bldg A - Main Bldg, Auditorium (Band Room)
			Bldg B - North
Norma Coombs	21.3-97094.0-00000-850000-6270-0600000	2600 Paloma St	Campus Hallway Canopy, Gutters, and Supports
			Bldg 1,2,3,4, Auditorium, Classrooms West Side
			Cafeteria
			Learns Office & Restrooms (East blacktop area)

EXHIBIT D – ADDITIONAL UNIT PRICING

BEST CONTRACTING PROPOSAL

Page 1 of 3



Proposal For:	Mr. Michael Dunning / Lead Carpenter & Locksmith	Proposal No:	19-33490
Company:	Pasadena Unified School Dist	Phone:	626-396- 5850x89203
Email Address:	Dunning.michael@pusd.us	Cell:	626-720-2539
Project:	Unit Pricing	Date:	4/29/2022
Project Address:	990 N Allen Ave, Pasadena, CA		

Plans Dated: N/A

Addendums Noted: N/A

- Double Dome 48"x48" Skylight \$ 1,500.00 Each Remove and Install new one
- 24" Gage Kynar 6" Coping Metal with Clips \$ 30.00 LF to Install new one
- Wood Curb 12"High ,48"x48" Each \$ 450.00 Each to Install new one
- Wood Nailer 2"x6" Treated lumber \$ 28.00 per LF to install
- 24" Galvanized AC Curb Cap 48"x48" \$ 480.00 Each

Pursuant to your request we are providing the following for your consideration. If you have any questions, you may call **Matt Adab**, at 310-505-5841 or contact via E-mail at madab@bestcontracting.com
Note All work to meet the provided line item to the Dist.

BEST CONTRACTING PROPOSAL

Page 2 of 3

EXCLUSIONS:

- ☒ Roof. Abatement and lead removal
- ☒ Metal Roofing, Metal Panels, Window/Door Flashings, Etc.
- ☒ Substrate, Roof Deck Repairs/Replacement. (If need it cost will be provided)
- ☒ Prefab Curbs, Skylights,
- ☒ All Carpentry – Plywood Sheathing, etc. (if need it cost will be provided)
- ☒ HVAC, Mechanical or Related Duct Work, Electrical and Plumbing (including drains).
- ☒ Protection of completed work from damage by other trades or construction traffic
- ☒ Permits, Testing and Consultant costs and fees.
- ☒ **All other work not specifically stated under Scope of Work above**

The General Terms and Conditions attached hereto are expressly incorporated into this Proposal and will form the contract between the parties.

We appreciate the opportunity to submit you a bid. Should you have any questions, please don't hesitate to contact me at (310) 328-6969 Ext 235. I can also be reached on my cell phone at (310)505-5841

Respectfully Submitted,

Matt Adab

Matt Adab
BEST Contracting Services, Inc.
License #456263
DIR# 1000000563

BEST CONTRACTING PROPOSAL

Page 3 of 3

Proposal No.: XX-XXXXX

GENERAL TERMS & CONDITIONS

Acceptance of this proposal by General Contractor ("Contractor") shall constitute acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other past or future Contractor or Project document. Contractor's agreement herewith shall be evidenced by Contractor listing BEST Contracting Services, Inc. ("BEST") in its bid documents or by permitting BEST to commence work for the Project:

1. BEST shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. BEST shall have the right to stop work if any payment is not timely made and BEST may keep the job idle until all payments due are received; in no such event shall BEST be liable for damages arising from delay in completion.
2. All sums not paid when due shall bear interest at the rate of 1 ½ % per month.
3. No back-charges by, or claim of, the Contractor for services performed by others shall be valid against BEST unless agreed to in writing by BEST before the work is performed.
4. Contractor is to prepare all work areas so as to be acceptable for BEST's work. BEST will not be called upon to start work until sufficient areas are ready to insure a continuous work sequence, which is what the Proposal price is based upon. There will be a charge of: \$3,500 for each break in the continuous sequence of work due to Owner or Contractor's action(s) or direction. The Contractor shall furnish all temporary site facilities, including suitable storage space, temporary electrical, toilets and water, and security at no cost to BEST.
5. BEST shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete its work. BEST shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. BEST shall be entitled to an equitable adjustment in the subcontract amount for additional costs due to unanticipated Project delays or accelerations caused by others whose acts are not BEST's responsibility, as well as to time extensions for unavoidable delays. No liquidated damages may be assessed against BEST for more than the amount actually paid by the Contractor for unexcused delays to the extent actually solely caused and agreed to by BEST. Under no circumstances shall BEST be liable for consequential or indirect damages of any type, or damages for delay in completion of the Project.
6. BEST's work is guaranteed for a period of one year from the date of substantial completion or beneficial use, whichever is earlier. The exclusive remedy shall be that BEST, shall replace or repair any part of its work, which is found to be defective. BEST shall not be responsible for damage or defect caused by third parties, follow-on contractors, abuse, modifications, improper or insufficient maintenance, improper operation or normal wear, tear and usage.
7. Work called for herein is to be performed during BEST's regular working hours. All work performed outside of such hours shall be the basis for a change order, charged at BEST's prevailing overtime rates. The mark-up for profit and overhead for all change orders shall be at least twenty-five percent.
8. BEST will indemnify and hold harmless the Contractor from damages only to the extent such damages are caused by the sole negligent act or omission of BEST.
9. In the event of a price increase of material, supplies, equipment, or energy greater than five percent occurring between the date of this Proposal and the first day of performance of the specific work affected by the price increase, through no fault of BEST, the amount owed to BEST shall be equitably adjusted by change order(s) to reflect those price increase(s). BEST shall be entitled to such escalation costs regardless of Contractor being able to pass those costs through to the Owner.
10. BEST shall not be held responsible if the design or structure of the roof deck being roofed does not conform to the requirements of the UBC or other code requirements, with resulting standing or ponding water.
11. Should BEST be required to raise pipes, conduit, air conditioning units, duct work or other roof mounted equipment (collectively "roof top items") to roof under them, BEST will endeavor to handle these items with care, however, BEST will not accept any liability for damage to any these roof top items which are handled during normal roofing activity.
12. Contractor shall be responsible to compensate BEST for any increase made in the state or local sales tax rate that was not in effect at the time of bid and not reflected in the bid documents.
13. Due to the recent volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted and executed within 30 days of the date of this proposal.
14. NOTE that some of the materials and products specified to be used and installed in the construction of this project are, or may later become, unavailable, significantly delayed in shipment and/or subject to price increases due to circumstances beyond our control, including the current national and industry-wide materials shortage crisis, as well as the COVID-19 pandemic. With respect to material delivery, we can make no guarantees as to whether material lead times and delivery will accommodate the Project Schedule. Note that the actual lead time and delivery dates can only be provided by and confirmed by the material manufacturer. If a specified product is unavailable or shipment is or will be delayed, we will provide notice to you and shall be afforded a time extension on the project schedule, and substitute products, if available, may be considered.
15. If there is an increase in the actual cost of the labor or materials charged to us in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to us. We will submit written documentation of the increased charges to you upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, we, at our sole discretion, may terminate the contract for convenience, without consequence.

END OF DOCUMENT

0200.1 GENERAL CONTRACT

THIS GENERAL CONTRACT (this "General Contract") is made as of May 3, 2022, in the County of Los Angeles, State of California, by and between the **PASADENA UNIFIED SCHOOL DISTRICT** (hereinafter called the "District"), and **Western States Roofing, Inc.** (hereinafter called "Contractor").

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONSIDERATIONS STATED HEREIN, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor hereby agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform within the time stipulated herein, and shall provide all labor, equipment, materials, tools, utility services and transportation to complete in a workmanlike manner, in accordance with the terms and conditions of the Contract Documents, as defined in **Section 10** below, all of the work (the "Work") required in connection with the following titled project, all as more fully described in the Contract Documents (the "Project"):

04-18/19 Districtwide-Unit Cost Pricing for Roofing-

It is the duty of the Contractor to complete the Work in exact accordance with the Contract Documents, addenda issued and any approved revisions or interpretations thereto, including, without limitation, Project Requests for Information, Submittal Endorsements and Architectural and Engineering Field Directives and Inspector Non-compliance Notices/Notices of Deviations. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with its obligations hereunder and, except as otherwise expressly provided in Section 8 of the General Terms and Conditions, shall not be excused from such obligations by any act or omission of the Architect (as defined in Section 7 below), any licensed engineer whose stamp appears on the drawings, the Inspector (as defined in Section 7 below) or any specialty inspector, any representative of the Division of the State Architect (DSA), the District or the State of California.

2. **CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions ordered or approved by the District by any Change Order (as described and provided for in the General Terms and Conditions), the lump sum price of **Five Million Four Hundred Fifty Eight Thousand Six Hundred Twenty-Five Dollars (\$5,458,625.00 including an allowance of \$894,604.00 controlled by the District)** (the "Contract Price"), which shall be payable to the Contractor in progress payments from time to time in accordance with Section 6 of the General Terms and Conditions.

3. **CONTRACT TIME.** The Work shall be commenced on the date stated in the Districts Notice to Proceed to the Contractor (the "Starting Date"), and as specified therein, shall be completed **within 60 consecutive calendar days** from and after the Starting Date (the "Contract Time"). If the Work is not completed in conformance with the foregoing, the Contractor shall be subject to liquidated damages in the amount set forth in Section 4 below.

4. **LIQUIDATED DAMAGES.** The agreed upon liquidated damages payable to the District pursuant to Section 7 of the General Terms and Conditions in the event that the Work is not completed within the Contract Time shall be **One Thousand and Five Hundred dollars (\$1,500.00)** for each calendar day that the completion of the Project is so delayed beyond the expiration of the Contract Time.

5. **INSURANCE REQUIREMENTS.** As provided in Section 43 of the General Terms and Conditions, Contractor shall procure and maintain from the Starting Date until final payment under this General Contract is made to the Contractor and shall require all subcontractors to so procure and maintain for all periods during which such subcontractors are performing any portion of the Work, the insurance described below in the coverage amounts described below.

Lack of insurance coverage does not negate the Contractor's obligations under this contract.

(a) Builder's Risk Insurance or its equivalent on a so-called all risks basis (including collapse,
(b) but excluding coverage for earthquake and flood) on a completed value (non-reporting) form for the full Contract Price (as may be increased from time to time pursuant to Change Orders (as defined in the General Terms and Conditions) or full replacement value, whichever is the greater sum, covering the interest of the District, its contractors and subcontractors in all Work, including, without limitation, all materials and equipment stored on the site to be incorporated in such Work and all materials and equipment already incorporated in such Work.

Pasadena Unified School District

0200.1 General Contract

Bid No.: 04-18/19 Districtwide-Unit Cost Pricing for Roofing

(c) Comprehensive Bodily Injury and Property Damage Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence. The policy(ies) so secured and maintained shall include coverage for Contractual or Assumed Liability, Contractors Protective (Contingency) Liability, Products Liability or Completed Operations, Hazardous Materials (required when the Contract involves removal of these materials), and Owned, Hired, and Non-owned Automobiles Insurance; and shall be endorsed to the name of the Pasadena Unified School District, its Agents and Officers described in Section 43 of the General Terms and Conditions as additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and the Contractor's insurance primary despite any conflicting provisions in the Contractor's policy to the contrary. Coverage shall be maintained with no self-insured retention.

(d) Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, adequate to protect it and all subcontractors from claims under Workers' Compensation Acts which may arise from operations under the Contract Documents, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Waiver of subrogation endorsement against the Pasadena Unified School District, its agents and officers required.

(e) All insurance coverage amounts specified above shall be Project-specific to this particular Work, and all such insurance shall cover only risks relating to or arising out of the Project and the Work. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of other work contracted for or being performed by Contractor.

(f) Such other insurance in amounts as the District may reasonably deem advisable from time to time for protection against claims, liabilities and losses arising out of or in connection with the Project or the Work; provided that, the additional cost of such insurance shall be added to the Contract Price pursuant to a Change Order in accordance with Section 9 of the General Terms and Conditions.

(g) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to the Contract, the same shall be deemed a material breach of contract. The District, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.

(h) Acceptability of Insurers, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:7 unless otherwise approved by the District.

(i) Verification of Coverage, Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms that conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences.

(j) The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

6. PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted into this General Contract and the other Contract Documents shall be deemed to be inserted herein or therein (as applicable) and this General Contract and such other Contract Documents shall be read and enforced as though it were included herein or therein (as applicable), and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the General Contractor any of the other Contract documents (as applicable) shall forthwith be physically amended to make such insertion or correction.

7. DESIGNATION OF ARCHITECT AND INSPECTOR. The Architect of Record for the Project shall be assigned by the District (or such other person or legal entity as the District may designate from time to time by written notice to the Contractor), and the Inspector of Record to be assigned by the District (or such other person or legal entity as the District may designate from time to time by written notice to the Contractor).

8. DUE AUTHORIZATION. This General Contract is, and all Contract Documents to be executed by Contractor in connection with the Work and the Project will be, duly authorized, executed and delivered by

Contractor, is and will be legal, valid and binding obligations of Contractor enforceable against Contractor in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally), and does not and will not violate any provisions of any agreement to which Contractor is a party or may become a party or to which it is subject or may become subject. The representations and warranties contained in this Section 8 shall be deemed to be remade each day throughout the term of the Contract.

9. AUTHORIZATION OF SIGNATORIES. Each individual and entity executing this General Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this General Contract to the terms and provisions hereof.

10. COMPONENT PARTS OF THIS CONTRACT. The Contract consist of the following documents, all of which are component parts of the Contract as if herein set out in full or attached hereto (the "**Contract Documents**"):

- Exhibit A – Bidders Package
 - 0100.1 Notice to Contractors Calling for Bids
 - 0100.2 Bidders Information
 - 0100.3 Notice of Mandatory Pre-Bid Conference & Job Walk
 - 0100.4 Bid Overview
 - 0100.5 Information for Bidders
 - 0100.6 Bid Form
 - Attachment A - Schedule Unit Costs
 - Attachment B – Bid Form Hypothetical Roof Systems
 - 0100.7 Designation of Subcontractors
 - 0100.8 Bid Bond
 - 0100.9 Deviations Form
 - 0100.10 Non-Collusion Declaration
 - 0100.11 Reserved - Blank
 - 0100.12 Acknowledgment of Bidding Practices Regarding Indemnity Form
 - 0100.13 Reserved
- 0200.4 Contractor's Certificate Regarding Worker's Compensation Campus Policy
- 0200.6 Bidders Reference List
- 0200.7 Contractor's Certificate Regarding Drug-Free Workplace
- 0200.8 Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free
- 0200.9 Reserved – Blank
- 0200.10 - Contractor's Certification Regarding Background Checks
- Exhibit G-2 Form of Contractor's Substitution Request
- Payment Bond
- General Terms and Conditions
- Special Conditions and any Supplementary General Terms and Conditions State Allocation Board (SAB) Forms 515PB, 515SC, 515GFE (DVBE forms) (if required by bid)
- Labor Compliance Program
- Requests for Information (RFIs)
- Submittal Endorsement
- Specifications
- All Addenda as Issued
- Drawings/Plans
- Change Orders
- Construction Change Documents
- Architect/Engineer Field Directives
- Submittal Responses
- Title 24 of the California Code of Regulations
- California Building Code (2007 Edition)
- Prevailing Wage Rate Tables (available upon request) Requirements
- Reports and/or Documents in the Project Manual
- Exhibit B – List of Schools and Buildings
- Exhibit C – Additional Unit Pricing (5/2/2022)

Pasadena Unified School District

0200.1 General Contract

Bid No.: 04-18/19 Districtwide-Unit Cost Pricing for Roofing

All of the above-listed Contract Documents and General Conditions are intended to be complimentary. Work required by any one of the above-named items and not required by another shall be performed as if required by all.

11. BOND REQUIREMENTS.

(a) Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate Surety authorized and admitted to transact business in California as sureties. To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the Surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

(b) Surety Qualification. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

(c) Alternate Surety Qualifications. If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

12. CERTIFICATIONS. Contractor shall execute and submit to the District all certifications and acknowledgements required by the Contract Documents prior to the commencement of Work on the Project.

13. PREVAILING WAGES. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Unless specifically exempted by the Labor Commissioner for this Project, monitoring and enforcement of the prevailing wage laws and related requirements will also be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Contract and Contractor stipulates to the provisions contained therein.

(a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.);

(b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.); and

IN WITNESS WHEREOF, this General Contract has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT

Signature
Leslie Barnes, Ed. D.
Chief Business Officer

Date

CONTRACTOR:

Western States Roofing, Inc.

Preston Reeves

Printed Name

Signature

President

Title

May 5, 2022

Date

Authorized Officers or Agents (CORPORATE SEAL)



PASADENA UNIFIED SCHOOL DISTRICT

Procurement & Contracts

**351 South Hudson Avenue
Pasadena, CA 91109**

CONSTRUCTION BID NUMBER 04-18/19

Districtwide-Unit Cost Pricing for Roofing

Issue Date: May 9, 2019

**Mandatory Bidders
Conference:**

May 23, 2019

10:00 AM Sharp!

**Bid Submittal and
Opening Date:**

June 7, 2019

2:00 PM Sharp!

**PASADENA UNIFIED SCHOOL DISTRICT
BIDDERS PACKAGE**

Bid Number - 04-18/19

Districtwide-Unit Cost Pricing for Roofing

TABLE OF CONTENTS (BID DOCUMENTS):

<u>DIVISION</u> Section	<u>TITLE</u>	<u>NO. OF PAGES</u>
<u>0100</u>	<u>BIDDING REQUIREMENTS</u>	
0100.1	NOTICE TO CONTRACTORS CALLING FOR BIDS	2
0100.2	BIDDERS INFORMATION	3
0100.3	NOTICE OF MANDATORY PRE-BID CONFERENCE AND JOB WALK	1
0100.4	BID OVERVIEW	1
0100.5	INFORMATION FOR BIDDERS	3
0100.6	BID FORM (INCLUDING ATTACHMENTS A & B)	13
0100.7	DESIGNATION OF SUBCONTRACTORS	2
0100.8	BID BOND	2
0100.9	DEVIATIONS FORM	1
0100.10	NON-COLLUSION DECLARATION	1
0100.11	RESERVED	1
0100.12	ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM	1
0100.13	RESERVED	1
<u>0200</u>	<u>CONTRACT FORMS</u>	
0200.1	GENERAL CONTRACT (AGREEMENT)	5
0200.2	NOT USED	0
0200.3	NOT USED	0
0200.4	CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION	1
0200.5	SUPPLEMENTARY GENERAL CONDITIONS ATTACHMENT B – INSURANCE REQUIREMENTS	4
0200.6	BIDDERS REFERENCE LIST	1
0200.7	CONTRACTOR'S CERTIFICATE REGARDING DRUG FREE WORK PLACE	1
0200.8	CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY	1
0200.9	RESERVED	1
0200.10	CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS	2

0300 CONDITIONS OF THE CONTRACT

0300.1	NOT USED	0
0300.2	CONTENTS OF GENERAL CONDITIONS	4
0300.3	GENERAL CONDITIONS AND EXHIBITS	128

SPECIFICATIONS AND/OR DRAWINGS

SECTION 0100: BIDDING REQUIREMENTS

0100.1 NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the Pasadena Unified School District (“District”) of Los Angeles County, California, acting by and through its Governing Board (“Board”), will receive up to, but not later than, **2:00 PM** on **June 7, 2019** sealed bids for the award of a contract for:

Bid No. 04-18/19 – Districtwide-Unit Cost Pricing for Roofing

All bids shall be made and presented on a form furnished by the District. Bids shall be received in the Office of the Director, Procurement & Contracts and shall be opened and publicly read aloud at the above stated time and below stated place.

A *mandatory bidders conference* and job-walk will be conducted on **May 23, 2019 at 10:00AM at Pasadena USD District Service Center located at 740 W. Woodbury Rd., Altadena, CA.** Contractors wishing to submit a bid to the District for this project are required to attend. Arrive early! Parking may not be readily available!

Each bid must conform with and be responsive to the contract documents, copies of which are on file at the office of the Director, Procurement & Contracts, Pasadena Unified School District, 351 So. Hudson Avenue, Room 102, Pasadena, CA 91109, (626) 396-3600.

Each Bidder shall possess at the time this Contract is awarded a Class C-39 Contractor’s License, current and legally issued by the Contractor’s State License Board, pursuant to Public Contract Code Section 3300. The successful bidder must maintain the license in good standing throughout the duration of this Contract.

This is a prevailing wage job. The District has obtained from the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for the Los Angeles County area for each trade, craft, classification, or type of work needed to execute the contract. Copies of schedules of rates so determined are available on the Internet (<http://www.dir.ca.gov/dlsr/PWD/>) and are on file and available at the District Office address noted above. In accordance with Section 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each jobsite.

Pasadena Unified School District is an “Equal Opportunity” employer. Qualified Disabled Veteran Business Enterprises (DVBE) are encouraged to participate in this project.

In accordance with California Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the General Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the General Contract, the securities shall be returned to the Contractor. The Escrow Agreement for Security Deposit In Lieu of Retention form that must be utilized by the Contractor is on file at the office of the Director, Procurement & Contracts and is consistent with the terms of Public Contract Code section 22300(f).

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Unless specifically exempted by the Labor Commissioner for this Project, the Contractor and all subcontractors shall also furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the

District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Unless specifically exempted by the Labor Commissioner for this Project, monitoring and enforcement of the prevailing wage laws and related requirements will also be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Kingsley Udo

Kingsley Udo, Business Services Director
Pasadena Unified School District
Pasadena, Los Angeles County, California

Ad dates: May 9, 2019 & May 16, 2019

0100.2 BIDDERS INFORMATION

Bid 04-18/19 - Districtwide-Unit Cost Pricing for Roofing

1. Digital and Hard copy Plans, Job Manuals and Specifications are available from Crisp Imaging for a fee. All fees are payable directly to Crisp Imaging. All Bid Documents must be obtained from Crisp Imaging to guarantee Accuracy of Documents and notification of any or all Addendums. Pasadena Unified and Crisp are not liable for any incorrect documents or information obtained from other sources not approved by the district. Verification of attendance to the bidders conference and job walk is required for pick up of all plans and specifications.

2. Legal publications used by the Pasadena Unified School District are the **Pasadena Journal**. We are not responsible for the accuracy of any information that we did not specifically authorize. If you have questions about what was printed in any publication other than those authorized by the Pasadena Unified School District, please contact those publications directly.

3. All requests for clarification must be made in writing to the and must be emailed to **The Garland Company, Inc. ATTN: Sean Magee (smagee@garlandind.com) and Michael Dunning (dunning.michael@pusd.us)**

All requests for pre-bid clarification must be submitted no later than **May 28, 2019** at 12:00 PM.

4. The following items must be complete and included with your bid package:

a) Pages 11, 13-29, 31, 38, 44, 45, 46, 48 and 49 of the “Bid Boilerplate” (the front section of the bid specification document).

b) Pages 5, 17, and of the General Conditions, initialed or signed by a responsible member of the bidding firm.

c) Bid bond or other acceptable form of security in the amount of at least 10% of your total bid.

Each bid shall be accompanied by (1) the security referred to in the contract documents; (2) the list of proposed subcontractors; (3) the Non-Collusion Declaration; (4) a list of three similar jobs that the contractor has completed in the last three years, and, (5) any other required documents.

5. All issued addenda must be acknowledged on Page 10 of the “Bid Boilerplate”. Failure to list all addenda will be grounds for rejection of your bid. If in doubt, you may call the Project Architect’s office to check the number of issued addenda one day prior to the bid submittal time.

6. This is as **prevailing wage** job. **Certified payrolls will be required** which must be submitted and checked electronically through the web-based LCP Tracker program, accessed on the World Wide Web by. Violations of the labor code will be reported to California Department of Labor and other associated state and federal governmental agencies. Copies of schedules of rates so determined are available on the Internet (<http://www.dir.ca.gov/dlsr/PWD/>) and are on file and available at the District Office address noted above. In accordance with Section 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each jobsite. The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at time plus one-half. The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of the contract.

Holiday rates shall be paid as specified in the collective bargaining agreement applicable to each particular trade, craft, classification, or type of work employed on the project. The Contractor and every lower-tier Subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically in the manner specified by the Pasadena Unified School District (District).

7. For purposes of the bid submittal, the time stamp clock in the Office of the Director, Procurement & Contracts of the Pasadena Unified School District, 351 S. Hudson Avenue, Room 102, Pasadena, CA 91109 will be considered the official time.

8. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. **The District reserves the right to reject any and all bids or to waive irregularities in any bid.**

9. Questions regarding the bid documents may be addressed to Kingsley Udo, Business Services Director, Pasadena Unified School District, 351 South Hudson Avenue, Room 102, Pasadena, CA, 91109. Phone number: (626) 396-3600.

10. Legal concerns may be addressed to the law offices of Atkinson, Andelson, Loya, Rudd & Romo, 17871 Park Plaza Drive, Ste. 200, Cerritos, CA, 90703. Phone number: (562) 653-3200.

11. General bid related questions should be directed to Anson Rane, Owner Representative, phone number: 626/396-5850 ext. 88178.

12. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

13. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. Unless specifically exempted by the Labor Commissioner for this Project, the contractor and all subcontractors shall also furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that a contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Unless specifically exempted by the Labor Commissioner for this Project, monitoring and enforcement of the prevailing wage laws and related requirements will also be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

14. Term. The first contract term is twelve (12) months. Quoted prices must stay in effect for twelve (12) months after award of bid and may be extended upon mutual consent of the District and vendor for up to four additional twelve (12) month periods or until the end of the school fiscal year, whichever is the shorter duration, in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges).

15. Price Increase. Any price increase must be in accordance with the Los Angeles consumer Pricing Index with a maximum of 5% per contract term. Vendor must submit pricing increase request in writing 60 days prior to contract renewal. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

16. Unit Prices. By the unit prices set forth in the Construction Contract or such other unit prices as are subsequently and mutually agreed to between District and Contractor.

Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by District and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by District in the Construction Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Sum Payable, shall be made upon demand of either District or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0100.3 NOTICE OF MANDATORY PRE-BID CONFERENCE & JOBWALK

BID NO. - 04-18/19

OPENING DATE – June 7, 2019

TIME – 2:00 PM

Pursuant to Public Contract Code 6610, the Pasadena Unified School District has scheduled a Mandatory Pre-Bid Conference and Job-Walk to answer any questions and explain details regarding the bidding requirements, specifications, and scope of the work. This Conference and Job-Walk will give bidding contractors the opportunity to investigate and more fully acquaint themselves with the conditions relating to the job so that they may fully understand the facilities, difficulties, restrictions, and any State of California requirements attending the execution of the Work.

Any contractor interested in bidding is required to attend this job-walk!

**Location: Pasadena USD-District Service Center
740 W. Woodbury Rd.
Altadena, CA**

Date: May 23, 2019

Time: 10:00 AM Sharp! No One Admitted After This Time!

Please note that parking at this location is limited! Plan to arrive early!

BID NO. – 04-18/19

OPENING DATE – June 7, 2019

TIME – 2:00 PM

LOCATION OF BID SUBMITTAL AND OPENING:

Office of the Director, Procurement & Contracts

Pasadena Unified School District

351 S. Hudson Avenue, Room 102

Pasadena, CA 91109

Questions may be directed to Mr. Kingsley Udo, Business Services Director 626/396-3600 X: 88149 or via email at udo.kingsley@pusd.us.

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0100.4 BID OVERVIEW

It is anticipated that the Board of Education will award contract(s) for this bid at its regular meeting scheduled for **June 27, 2019.**

The Contract period of this Work [each base bid individually and/or if grouped together] shall begin after the receipt of a Notice to Proceed for the specific project(s). It is imperative that no disruption to the basic school program occur. Refer to the General Conditions, Supplementary General Conditions, and other documents provided to the Contractor for additional information on the time for completion, and phasing schedules for this Project.

Please note the Liquidated Damages provisions of this bid document.

Thank You for your interest!

Kingsley Udo
Business Services Director

BID AWARD CONSIDERATIONS

The District will base the award off of the predetermined number of hypothetical projects and the bidder with the lowest grand total shall be awarded the contract by action of the Governing Board of the Pasadena Unified School District. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**

The District reserves the right to award this contract to multiple contractors if this is determined to be in the District's best interests. The award recommendation must be approved by the Governing Board of the Pasadena Unified School District.

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0100.5 INFORMATION FOR BIDDERS

1. **Preparation of Bid Form** The District invites bids on the forms attached to be submitted at such time and place as is stated in the Notice to Contractors. All blanks in the bid form must be appropriately completed. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, bidders address, the bid number, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that their bid is received no later than the time stated. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **Bid Submittal** Sealed bids are to be submitted not later than the time stated to:

Office of the Director, Procurement & Contracts
Pasadena Unified School District
351 S. Hudson Avenue, Room 102
Pasadena, CA 91109
3. **Bid Security** Each bid shall be accompanied by a certified or cashier's check payable to the District, or a satisfactory bid bond, in favor of the District, executed by the bidder as principal and a **legally admitted California surety insurer** as surety, in an amount not less than Ten Percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as guarantee that the bidder shall execute the Contract if it is awarded to him in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the Contract to the bidder.
4. **Signatures** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons representing the bidder and duly authorized to sign the bid on behalf of the bidder.
5. **Modifications** Changes in, or additions to, the bid form, recapitulations of the work bid upon, alternative proposals, omission of certain requested documents, or any other modification of the bid form which is not specifically called for in the Contract Documents may, at the sole and absolute discretion of the District, result in the District's rejection of the bid as not being responsive to the Notice to Contractors Calling for Bids, provided the Code required forms/items requiring submission upon Bid presentation are present. No oral or telephonic modifications of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.
6. **Erasures** The bid submitted must not contain any erasures, interlineations, or other corrections unless such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials or surnames of the persons signing the bid.
7. **Mandatory Pre-Bid Conference/Job-Walk and Examination of Site and Contract Documents**
Each bidder must attend the mandatory pre-bid conference and job-walk and must fully acquaint themselves with the conditions relating to the construction and labor so that they may fully understand the facilities, difficulties, access, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Contract Documents, drawings, and specifications. The failure or omission of any bidder to receive or examine any Contract Document, form, instrument, addendum, or other document, or to visit the site and acquaint themselves with conditions there existing, shall in nowise relieve any bidder from any obligation with respect to his bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
8. **Withdrawal of Bids** Any bidder may withdraw his bid either personally by written request or by telegraphic request at any time prior to the scheduled closing time for the receipt of bids.

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

9. **Agreements and Bonds** The Agreement form which the successful bidder, as Contractor, will be required to execute and the forms and amounts of surety bonds, which they will be required to furnish at the time of execution of the Agreement form, are included in the Contract Documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment (Labor and Material) Bond is as specified on the forms and in the Supplementary General Conditions. Payment and Performance bonds must be executed by a **legally admitted California surety insurer**.

10. **Interpretation of Plans and Documents** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, drawings, specifications, or related materials, or finds a discrepancy in or omissions from the drawings and specifications, they may submit to the District a written request for an interpretation or correction thereof. The firm submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed, faxed, or otherwise delivered to each person in attendance at the mandatory pre-bid Conference and Job-Walk. **No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.**

11. **Bidders Interested in More than One Bid** No person, firm, organization, or corporation shall be allowed to make or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, organization, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

12. **Award of Contract** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the Contract, if made by the District, will be to the lowest responsible bidder thereof. The District reserves the right to award this contract to multiple contractors if this is determined to be in the District's best interests. The award recommendation must(s) be approved by the Governing Board of the Pasadena Unified School District.

13. **Alternates** If alternate bids are called for, the Contract may be awarded, at the election of the District, to the lowest responsible bidder on the base bid, or on the base bid and any other alternate or combination of alternates (See Page 6 – Bid Award Considerations).

14. **Evidence of Responsibility** Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, their construction experience, and their organization and plant facilities available for the performance of the Contract.

15. **Listing of Subcontractors** Each bidder shall submit a list of the proposed subcontractors for this project, **properly and currently licensed** as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code, 4100 et.seq.). Forms for this purpose are furnished with the Contract Documents.

16. **Worker's Compensation** In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the District the **Certificate Regarding Workers Compensation** that is furnished with the Contract Documents prior to the beginning of work.

17. **Bid Deposit Return** Deposits of three (3) or more lowest bidders, the number being at the sole discretion of the District, will be held for up to ninety (90) days or until posting by the successful bidder(s) of the bonds and certificates of insurance required and return of executed copies of the appropriate Agreement form, whichever first occurs, at which time the deposits will be returned.

18. **Forfeiture for Failure to Execute Contract** In the event the bidder to whom an award is made fails or refuses to execute the Contract within five (5) calendar days from the date of receiving notification that they are

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

the bidder to whom the Contract is awarded, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the Work to the next lowest bidder, or may call for new bids.

19. **Non-collusion Declaration** Public Contract Code section 7106 requires bidders to submit a declaration of non-collusion with their bids. This form is included with the bid documents and must be dated and signed by the bidder under penalty of perjury.

20. **Anti-Discrimination** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any of their subcontractors employed on the Work.

21. **License Requirement** Each Bidder shall possess at the time this Contract is awarded a Class C-39 Contractor's License, current and legally issued by the Contractor's State License Board, pursuant to Public Contract Code Section 3300. The successful bidder must maintain the license in good standing throughout the duration of this Contract.

22. **Disabled Veteran Business Enterprises** Pasadena Unified School District is an "Equal Opportunity" employer. Qualified Disabled Veteran Business Enterprises (DVBE) are encouraged to participate in this project. In accordance with PUSD School Board Resolutions 1434 and 2021, bidders and contractors are encouraged to perform a local outreach program and utilize local labor and sub-contractors to the best of their abilities. Pasadena Unified School District's current goal for local hire is 25%.

23. **Safety - Mandatory 6' Fall Protection** Bidder and its subcontractors shall comply with mandatory 6' fall protection requirement. Additionally, all Bidders and their Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health requirements as outlined in Exhibit T (Section 1.16 Project Safety Program).

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0100.6 BID FORM

Bid No. 04-18/19

Closing Date and Time – June 7, 2019, 2:00 PM

TO: Pasadena Unified School District, acting by and through its Governing Board, herein called “District”;

1. Pursuant to, and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the Work at the place where the Work is to be done, and with the Contract Documents, drawings, specifications, addendum, and all other related documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the Work required in connection with 04-18/19 all in strict conformity with the drawings and specifications and other Contract Documents, including all noted addenda numbers _____, _____, _____, _____ on file in the office of the Director, Procurement and Contract for the District as listed in the **Bidders Information section**, of this document.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in **Section 0100.2 Bidders Information, item #8**.

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

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

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

6. The undersigned holds a license: Class C-39, License #: 993251
License Expiration Date 5/31/20 DIR Registration #: 1000006180

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

PRESTON REEVES PRESIDENT
SHAWN REEVES VICE PRESIDENT

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

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package

8. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the District may declare the Bidder's bid deposit or bond forfeited as damages.

9. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the bidder.

10. **Designation of Subcontractors:**

a. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sec. 4100, et. seq.) and any amendments thereof, each bidder shall set forth below: (1) the name and the location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the Work or improvement to be performed under this Contract in an amount in excess of one-half of one percent of the prime contractor's total bid and (2) the portion of the Work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.

b. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of Work to be performed under the Contract in excess of one-half of one percent of the prime contractor's total bid, they shall be deemed to have agreed that they are fully qualified to perform that portion themselves, and that they shall perform that portion themselves.

c. No prime contractor whose bid is accepted shall (1) substitute any subcontractor, (2) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid response, or, (3) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid response shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the authority awarding this Contract, setting forth the facts constituting the emergency of necessity.

d. All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

	Description (height, depth, length)	Qty.	Unit Bid Cost
	Straight Time Labor Rates (Portal to Portal)	Per Hour	
	Overtime Labor Rates (Portal to Portal)	Per Hour	
	Mileage- 20 mile radius from place of business	Per Hour	
	Mileage- 21-100 mile radius from place of business	Per Hour	
	Any portion of roofing not covered in this pricing sheet will be charged at material invoice with 10% contractor markup plus labor and mileage.		
101	Provide labor and material for demolition of existing built-up roof system up to 2 roofs. Demolition shall include all existing insulation, roofing material with or without rock, and metal component. Contractor shall include legal disposal of all materials. Roofs up to 25'-0" in height.	0-1000 S.F.	2.20
102	Provide labor and material for demolition of existing built-up roof system up to 2 roofs. Demolition shall include all existing insulation, roofing material with or without rock, and metal component. Contractor shall include legal disposal of all materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	2.00
103	Provide labor and material for demolition of existing built-up roof system up to 2 roofs. Demolition shall include all existing insulation, roofing material with or without rock, and metal component. Contractor shall include legal disposal of all materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	1.50
107	Provide labor and material to remove and replace 5/8" CDX Plywood. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each.	110.00
108	Provide labor and material to remove and replace 3/4" CDX Plywood. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each.	125.00
109	Provide labor and material to remove and replace 1/2" CDX Plywood. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each.	95.00

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:	Description (height, depth, length)	Qty.	Unit Bid Cost
110	Provide labor and material to INSTALL new blocking for existing or new plywood roof deck. Blocking to be 2" x 4" x 16" long. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each.	35.00
111	Provide labor and material to INSTALL new blocking for existing or new plywood roof deck. Blocking to be 2" x 6" x 16" long. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each.	35.00
112	Provide labor and material to INSTALL new blocking for existing or new plywood roof deck. Blocking to be 4" x 4" x 16" long. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each.	45.00
113	Provide labor and material to INSTALL new blocking for existing or new plywood roof deck. Blocking to be 4" x 6" x 16" long. Contractor shall be responsible for proper nailing to meet current code or documents. Contractor shall include legal disposal of all materials. Plywood sheet to be 4' x 8'. Roofs up to 25'-0" in height.	Each.	60.00
114	Provide labor and materials for installation of new roof system. STRESSPLY PLUS FR MINERAL IN HOT ASPHALT PER SECTION 075200 over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	13.00
115	Provide labor and materials for installation of new roof system. STRESSPLY PLUS FR MINERAL IN HOT ASPHALT PER SECTION 075200 over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	12.00
116	Provide labor and materials for installation of new roof system. STRESSPLY PLUS FR MINERAL IN HOT ASPHALT PER SECTION 075200 over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	11.50
117	Provide labor and materials for installation of new roof system around a 8" HIGH CURB IN HOT ASPHALT PER SECTION 075200 over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	per lineal foot.	35.00
130	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over existing standing seam metal roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	15.00

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

	Description (height, depth, length)	Qty.	Unit Bid Cost
131	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over existing standing seam metal roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	13.00
132	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over existing standing seam metal roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	12.50
130	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over wood deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	16.50
131	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over wood deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	14.50
132	Provide labor and materials for installation of R-MER LITE MANUFACTURED METAL ROOFING SYSTEM PER SECTION 074100 over wood deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	14.00
141	Provide labor and materials for installation of 1/2" asphalt saturated Fiber Board and 1" perlite over metal deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	2.75
142	Provide labor and materials for installation of 1/2" asphalt saturated Fiber Board and 1" perlite over metal deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	2.25
143	Provide labor and materials for installation of 1/2" asphalt saturated Fiber Board and 1" perlite over metal deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	2.00
153	Provide labor and materials for installation of 2" LEAD JACKS w/ min. 4" flange, 4lb / s.f. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each.	40.00
154	Provide labor and materials for installation of 2 1/2" LEAD JACKS w/ min. 4" flange, 4lb / s.f. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each.	40.00
155	Provide labor and materials for installation of 3" LEAD JACKS w/ min. 4" flange, 4lb / s.f. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each.	45.00

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
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BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:	Description (height, depth, length)	Qty.	Unit Bid Cost
156	Provide labor and materials for installation of 4" LEAD JACKS w/ min. 4" flange, 4lb / s.f. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each.	45.00
157	Provide labor and materials for installation of 5" LEAD JACKS w/ min. 4" flange, 4lb / s.f. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each.	50.00
158	Provide labor and materials for installation of NEW 3" CAST IRON DRAIN including clamp rings and covers. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each.	800.00
159	Provide labor and materials for installation of NEW 4" CAST IRON DRAIN including clamp rings and covers. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each.	900.00
160	Provide labor and materials for installation of NEW 5" CAST IRON DRAIN including clamp rings and covers. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each.	1,000.00
158	Provide labor and materials for installation of NEW 3" CAST IRON DRAIN including clamp rings, covers, Title 24 coating. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each.	1,800.00
159	Provide labor and materials for installation of NEW 4" CAST IRON DRAIN including clamp rings, covers, Title 24 coating. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each.	1,900.00
160	Provide labor and materials for installation of NEW 5" CAST IRON DRAIN including clamp rings, covers, Title 24 coating. Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Each.	2,000.00
164	Provide labor and materials for installation of R-mer edge COPING METAL - 12" stretch out 24 GA, kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	21.00
165	Provide labor and materials for installation of R-mer Edge DRIP EDGE 5" face, 24 gauge metal, kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	9.00
166	Provide labor and materials for installation of R-mer Edge drip edge - 8" drip face, 22 GA, kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	12.00
167	Provide labor and materials for installation of LEAD DRAIN FLASHINGS 4lb min, 30"x30". Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	180.00

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

	Description (height, depth, length)	Qty.	Unit Bid Cost
168	Provide labor and materials for installation of NEW ROOF GUTTERS 24 GA, 4", kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height	Lineal Ft., Min 100 l.f.	14.00
169	Provide labor and materials for installation of NEW ROOF DOWN SPOUTS 22 GA, 4" kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	15.00
170	Provide labor and materials for installation of NEW ROOF GUTTERS 24 GA 5" kynar factory finish Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	17.00
171	Provide labor and materials for installation of NEW ROOF DOWN SPOUTS 24 GA. 5" kynar factory finish. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft.	16.00
172	Provide labor and materials for installation of NEW ROOF DOWN SPOUTS SCHED. 40 - 4" round galvanized shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft.	85.00
173	Provide labor and materials for installation of NEW ROOF DOWN SPOUTS SCHED. 40 - 5" round galvanized shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft.	105.00
174	Provide labor and materials for installation of WOOD SLEEPERS/ BLOCKING 4" X 4" min 12" in lenth over capsheet. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	12.00
175	Provide labor and materials for installation of WOOD NAILERS MIN. 2" x 4" Contractor shall include legal disposal of all excess materials. Roofs up to 25' in height.	Lineal Ft.	12.00
176	Provide labor and materials for installation of NEW CURBS FOR AC UNIT UP TO 8" IN HEIGHT MIN. 4x4' IN WIDTH include flashings, crickets, and plywood. Contractors shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft.	32.00
180	Provide labor and materials for installation of FOR STANDARD 3-COURSE WORK - no preparation. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	15.00
181	Provide labor and materials for installation of FOR STANDARD 5-COURSE WORK - no preparation. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	25.00

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

	Description (height, depth, length)	Qty.	Unit Bid Cost
182	Provide labor and materials for installation of CUT AND/OR CLEAN AND 3 COURSE -demolition and removal . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	30.00
183	Provide labor and materials for installation of CUT AND/OR CLEAN AND 5 COURSE -demolition and removal . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	45.00
184	Provide labor and materials for installation of NEW WOOD SLEEPERS . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft	12.00
185	Provide labor and materials TO INSTALL 18" WIDE Stressply IV mineral torch, 3-course edges . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	10.00
186	Provide labor and materials TO INSTALL 36" WIDE StressPly Mineral IV torch CAPSHEET, 3-course edges . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	8.00
187	Provide labor and materials TO INSTALL R-MER LITE MANUFACTURED METAL WALL PANELS UTILIZING HAT CHANNELS . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Per S.F.	13.00
188	Provide labor and materials TO INSTALL 4" 22 GA SURFACEMOUNT COUNTERFLASHING, factory kynar painted . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	8.00
189	Provide labor and materials TO INSTALL 5" 22GA SURFACEMOUNT COUNTERFLASHING, factory kynar painted . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	8.00
190	Provide labor and materials TO INSTALL 6" 22GA SURFACEMOUNT COUNTERFLASHING, factory kynar painted . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	9.00
191	Provide labor and materials TO INSTALL R-MER LITE 22GA 12" RIDGE CAP . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Lineal Ft., Min 100 l.f.	14.00
192	Provide labor and materials TO INSTALL R-MER LITE VENTS . Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	75.00
193	Provide labor and materials for installation of 3" PIPE BOOTS for R-MER LITE ROOFING SYSTEM over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	40.00

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

	Description (height, depth, length)	Qty.	Unit Bid Cost
194	Provide labor and materials for installation of 4" PIPE BOOTS for R-MER LITE ROOFING SYSTEM over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	40.00
195	Provide labor and materials for installation of 5" PIPE BOOTS for R-MER LITE ROOFING SYSTEM over existing or new plywood roof deck. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	Each	45.00
196	Provide labor and materials Torch Base 6" Strip and 9" StressPly IV mineral torch for drip edge repair. 25' linear feet min.	per linear foot	32.00
197	Provide labor and materials to three course application repairs with KEE lock mastic 25' linear min.	per linear foot	15.00
198	Provide labor and materials for installation of 2'x2' drain sump flashed with Torch Base and Torch Cap.	Each	1,200.00
199	Provide labor and materials for installation of TITLE 24 WHITE COATING over existing roof at 2.5 gallons per sq to include 2lbs per sqft A1 Grit Glacier gravel. Contractor shall include legal disposal of all excess materials.	500 sq ft min Per sq ft	8.50 sq. ft.
200	Provide labor and materials for installation of TITLE 24 WHITE COATING over existing roof at 2.5 gallons per sq to include 2lbs per sqft A1 Grit Glacier gravel. Contractor shall include legal disposal of all excess materials.	500-1000 sq ft Per sq ft	7.50 SQ FT.
201	Provide labor and materials for installation of TITLE 24 WHITE COATING over new roof at 2.5 gallons per sq to include 2lbs per sqft A1 Grit Glacier gravel. Contractor shall include legal disposal of all excess materials.	1000-10,000 sq ft Per sq ft	6.80 SQ FT
202	Provide labor and materials for installation of TITLE 24 WHITE COATING over new roof at 2.5 gallons per sq to include 2lbs per sqft A1 Grit Glacier gravel. Contractor shall include legal disposal of all excess materials.	over 10,000 sq ft Per sq ft	6.80 SQ FT
203	Provide labor and materials for installation of R-mer Span over wood deck. Per hypothetical Spec E	over 10,000 sq ft Per sq foot	22.00 SQ FT
204	Provide labor and materials for installation of 2 gallons per square of Weather King and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	3.00 SQ FT
205	Provide labor and materials for installation of 2 gallons per square of Weather King and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	2.75

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item	Description (height, depth, length)	Qty.	Unit Bid Cost
206	Provide labor and materials for installation of 2 gallons per square of Weather King and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	2.50
207	Provide labor and materials for installation of 2 gallons per square of Energizer LO and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	0- 1000 S.F.	3.80
208	Provide labor and materials for installation of 2 gallons per square of Energizer LO and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	1000- 10,000 S.F.	3.50
209	Provide labor and materials for installation of 2 gallons per square of Energizer LO and minerals to roof. Contractor shall include legal disposal of all excess materials. Roofs up to 25'-0" in height.	OVER- 10,000 S.F.	3.50
210	Provide labor and materials for protable restoration by installation of stripping in new drip edge flashing by installing StressPly IV mineral at a 9" min and HPR Torch Base at a 6" min up to 144 linear feet	per linear foot	22.00
211	Provide labor and materials to install WeatherScreen at 2 gallons per square and broadcasting minerals into WeatherScreen restoration system.	0-1152 per sq ft	3.00
212	Provide labor and materials to install WeatherScreen at 2 gallons per square and broadcasting minerals into WeatherScreen restoration system.	1000-10000 per sq ft	2.75
213	Provide labor and materials to install WeatherScreen at 2 gallons per square and broadcasting minerals into WeatherScreen restoration system.	10000 per sq ft and over	2.50
214	Provide labor and materials to install Rust go primer at 1/2 gallon per square and 2 gallons of White Knight onto standing seam metal and 4 gallons of White Knight on fasteners and seam standard standing seam metal portable 24 x48.	0-1152 per sq ft	9.00
215	Provide labor and materials to install Rust go primer at 1/2 gallon per square and 2 gallons of White Knight onto standing seam metal and 4 gallons of White Knight on fasteners and seam standard standing seam metal portable 24 x48.	1152-4608 per sq ft	8.50
216	Provide labor and materials to install Rust go primer at 1/2 gallon per square and 2 gallons of White Knight onto standing seam metal and 4 gallons of White Knight on fasteners and seam standard standing seam metal portable 24 x48.	4608 and over per sq ft	8.50
217	Clay Tile repair: Provide labor and materials for removal of existing clay tiles, installation of two layers of R-mer Seal, re-install tiles with wire tie system.	0- 1000 S.F.	20.00

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

	Description (height, depth, length)	Qty.	Unit Bid Cost
218	Clay Tile Repair: Provide labor and materials for removal of existing clay tiles, installation of two layers of R-mer Seal, re-install tiles with wire tie system.	1000- 10,000 S.F.	19.00
219	Clay Tile Repair: Provide labor and materials for removal of existing clay tiles, installation of two layers of R-mer Seal, re-install tiles with wire tie system.	OVER- 10,000 S.F.	18.75
217	Dimensional Shingle repair: Provide labor and materials for removal of dimensional shingles, installation of two layers of R-mer Seal, and installing new dimensional shingles.	0- 1000 S.F.	10.00
218	Dimensional Shingle repair: Provide labor and materials for removal of dimensional shingles, installation of two layers of R-mer Seal, and installing new dimensional shingles.	1000- 10,000 S.F.	8.75

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT A
SCHEDULE UNIT COSTS

Overall Item:

219

Description (height, depth, length)	Qty.	Unit Bid Cost
Dimensional Shingle repair: Provide labor and materials for removal of dimensional shingles, installation of two layers of R-mer Seal, and installing new dimensional shingles.	OVER- 10,000 S.F.	8.50

Company Name: Western States Roofing, Inc.

Authorized Signature: 

Printed Name: Preston Reeves

Date: June 6, 2019

Email: preston@westernstatesroofing.com

Phone & Fax: Ph: (818) 773-9471 Fx: (818) 718-1240

BID #04-18/19
DISTRICTWIDE-UNIT COST PRICING FOR ROOFING
BID FORM-ATTACHMENT B
BID FORM HYPOTHETICAL ROOF SYSTEMS

Hypothetical Project A	\$	<u>240,000</u>
Hypothetical Project B	\$	<u>250,000</u>
Hypothetical Project C	\$	<u>135,000</u>
Hypothetical Project D	\$	<u>150,000</u>
Hypothetical Project E	\$	<u>126,000</u>
Hypothetical Project F	\$	<u>6,600</u>
Hypothetical Project G	\$	<u>10,000</u>
Hypothetical Project H	\$	<u>108,000</u>
Hypothetical Project I	\$	<u>51,000</u>
Grand Total	\$	<u>1,076,600.00</u>

Additional instructions to bidders. The district will review in its entirety this bid form as well as the individual unit cost price bidding form to determine the lowest bidder. As an example, if your unit Cost for hypothetical roof A is \$15.00 a square foot but the sum of the same system from your unit cost pricing bid form is \$50.00 per square foot the district would not consider you the low bidder. Future work contracted under the unit cost pricing will not come from the Hypothetical roof systems cost per square foot but will be invoiced by utilization of the unit cost pricing bid sheet. The district understands that there will be small variance in cost per square foot between the Hypothetical bid forms and the totals on the unit cost pricing bid form.

Please sign and date this page:

Company Name:

Western States Roofing, Inc.

Authorized Signature:



Printed Name:

Preston Reeves

Date:

June 6, 2019

Email:

preston@westernstatesroofing.com

Phone & Fax:

Ph: (818) 773-9471 Fx: (818) 718-1240

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
 This form must be completed and submitted with your bid package

0100.7 DESIGNATION OF SUBCONTRACTORS

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registratio n Number*
	Klondike	10016 Pioneer SANTA FE, CA	990645	(626) 851-4747	100000 8336

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

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

Proper Name of
Bidder:

WESTERN States Roofing Inc

Date:

JUNE 6, 2019

Name:

PRESTON BEEVES

Signature of Bidder
Representative:



Address:

18605 Parthenia St. Northridge

Phone:

CA 91314

(818) 718-0770

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

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

This form must be completed and submitted with your bid package

0100.8 BID BOND (10%)

Name of Principal Western States Roofing, Inc.

Address 18605 Parthenia Street

City of Northridge, State of California

as Principal, and Indemnity Company of California a
corporation organized and existing under the laws of the State of California, legally doing
business in California as an admitted surety insurer at:

Address PO Box 19725

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

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted the
accompanying bid dated June 7, 2019 for:

04-18/19 - Districtwide-Unit Cost Pricing for Roofing

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

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

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

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

This form must be completed and submitted with your bid package

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the
3rd day of June, 2019.

Western States Roofing, Inc.
Principal
BY 
Preston Reeves
(Typed or Printed Name)
President
(Title)

(Corporate Seal)

Indemnity Company of California
Surety
BY 
Shannon Lopez
(Typed or Printed Name)
Attorney-in-Fact
(Title)

(Corporate Seal)

Address: PO Box 19725

City, State, Zip: Irvine, CA 92623

Phone Number: 800.223.2451

E-Mail: blaine.williamson@amtrustgroup.com

(Attach Attorney-In-Fact Certificate)

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

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

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

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On June 3, 2019 before me Jeannie M. Hall, Notary Public,

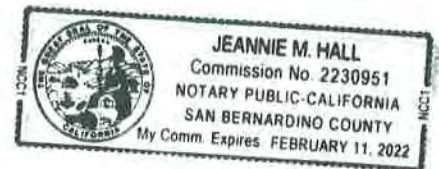
personally appeared Shannon Lopez

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

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

WITNESS my hand and official seal.

Signature Jeannie M Hall (Seal)



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

George A. DeCristo, Shannon Lopez, Peter M. Davis, Samantha Orf, Epi Carter, Martin M. Davis, Elizabeth D. Kolpien, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 3rd day of June 2019

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



0100.9 DEVIATIONS FORM

Bid the Work per plan and specification. Any proposed deviations to this bid package for specifications of equipment and related items must be noted below. The District is aware of its obligations under Section 3400 of the Public Contract Code, as amended effective January 1, 1999. Refer to Section 11 and Exhibit "G" of the General Conditions for additional information.

[illegible]

Contractor Name: Western States Roofing Inc
Signed: [Signature]

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

This form must be completed and submitted with your bid package

0100.10 NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Preston Reeves [Title] of WESTERN STATES Roofing Inc [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/6/2019 [Date], at Northridge [City], California [State].

Signed: 

Typed Name: PRESTON REEVES

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

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

0100.11 RESERVED

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

TO: Pasadena Unified School District

RE: Project Number 04-18/19

Construction Contract for Districtwide Unit Cost - Roofing

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

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

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

WESTERN STATES Roofing Inc
Contracting Party

Name of Agent/Title PRESTON REEVES, PRESIDENT

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

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

0100.13 RESERVED

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Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0200.4 CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

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

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

NAME PRESTON REEVES,
TITLE PRESIDENT
SIGNATURE [Signature]

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

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

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

0200.6 BIDDERS REFERENCE LIST

Bidder Name: WESTERN States Roofing Inc Bid No.: 04-18/19

Owner:	<u>Hacienda La Puente USD</u>
Contact:	<u>Robert Wilcox</u>
Phone number:	<u>(626) 933-8700</u>
Value of Contract:	<u>\$ 2,492,500.00</u> Description of Work: <u>Roofing</u>

Owner:	<u>Claremont USD</u>
Contact:	<u>RICK Cota</u>
Phone number:	<u>(909) 398-0637</u>
Value of Contract:	<u>\$ 1,643,300.00</u> Description of Work: <u>Roofing</u>

Owner:	<u>Las Virgenes USD</u>
Contact:	<u>DAVID BRUSIOS</u>
Phone number:	<u>(818) 880-4000</u>
Value of Contract:	<u>\$ 533,481.60</u> Description of Work: <u>Roofing</u>

Owner:	<u>Fillmore USD</u>
Contact:	<u>DENISE BARRINGTON</u>
Phone number:	<u>(805) 524-8046</u>
Value of Contract:	<u>\$ 378,000.00</u> Description of Work: <u>Roofing</u>

Owner:	<u>Hueneme USD</u>
Contact:	<u>JOE Hinton</u>
Phone number:	<u>(805) 488-3119</u>
Value of Contract:	<u>\$ 288,120.00</u> Description of Work: <u>Roofing</u>

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package.

0200.7 CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE:

JUNE 6, 2019

CONTRACTOR

By:

Signature

WESTERN STATES Roofing Inc

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package.

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

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

DATE: June 6, 2019 WESTERN States Roofing Inc
CONTRACTOR
By: 
Signature

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package.

0200.9 RESERVED

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Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing

0200.10 CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

WESTERN STATES Roofing Inc certifies that it has performed one of the following:
[Name of contractor/consultant]

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

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

OR

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

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

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

Date June 6, 2019

WESTERN STATES Roofing Inc
[Name of Contractor/Consultant]

By its: PRESTON BEEVES, PRES

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package.

0200.10 Contractor's Certificate Regarding Background Checks

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

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

Preston Reeves

Juan Medina

Bid #04-18/19 - Districtwide-Unit Cost Pricing for Roofing
This form must be completed and submitted with your bid package.

Conditions and the definitions have been read, understood and accepted by Contractor. Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Terms and Conditions and agrees to strictly abide by their meaning and intent. In the event that Contractor fails to initial below, the District shall have the right to declare the Contract unexecuted and hold Contractor non-responsive in accordance with California Public Contract Code Section 5106.

CONTRACTOR'S

INITIALS

P.R.

2. SCHEDULE OF VALUES

Within seven (7) days after award of the Contract(NTP), the Contractor shall submit to the Architect and the District, for their approval, a schedule of values (the "**Schedule of Values**") allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect or the District may require. Such values shall include the amount of overhead and profit applicable to each item of the Work and shall include a breakdown between rough and finish Work for the basic trades as well as individual dollar figures for large dollar equipment and materials installed or furnished in connection with the Project. Prior to the processing of any Contractor Payment Request (including a Contractor Payment Request for mobilization), the Schedule of Values must have been approved by the District and the Architect. The approved Schedule of Values shall be used as a basis for reviewing the Contractor Payment Requests that are submitted for payment from time to time. If the District or the Architect objects to any Schedule of Values submitted by the Contractor, the Contractor shall work and cooperate with the party objecting to the same in order to revise the Schedule of Values in a manner that addresses such objecting party's objections. The Schedule of Values will be updated from time to time as may be necessary during the course of construction. Updates to the Schedule of Values shall also be subject to the prior approval of the District and the Architect.

In preparing the Schedule of Values, the Contractor shall provide The Good-Will Documents (copies of all sub-contractors contract with value by specification section, including the sub-contractors schedule of value. Good Will document may not apply to sub-contract less than 0.5% of total contract value. Total value of the GW documents must match the total contract value) list the true cost of each activity or item for which payment will be requested. The Contractor shall not "front-load" the Schedule of Values with false dollar amounts for activities required to be performed in the early stages of the Project Schedule. The District may, in its sole discretion, utilize the costs listed in the Schedule of Values as the true costs of items to be deducted from the Contract Price through credit or deductive Change Order.

Procurement activity value such as door/window, hardware, mechanical equipment, hardwood flooring, plumbing fixtures, electrical fixtures, etc. should be separate line item.

3. PROJECT SCHEDULE

NTP Time line:

NTP Time line:

Duration from "Notice of Award" or "Notice to Proceed (NTP)" to actual start of the contraction should be 14 calendar days.

Seven (7) calendar days after award of the contract the Contractor should submit the initial Schedule of Values for review.

Fourteen (14) working days after award Contractor should submit the initial Base Line Schedule for review.

The durations will help contractor to have some time for BLS formation and time for the 1st pay app request. Within fourteen (14) working days after award of the Contract (NTP) and prior to the processing of any Contractor Payment Request(including a Contractor Payment Request for mobilization), the Contractor shall submit the following to the District and the Architect for their review and approval Base Line Schedule (in their sole discretion):

1. A project schedule setting for the milestone dates for the Project and stating the start and completion dates of the various stages of the Work (the **"Project Schedule"**); and
2. Cost loaded matching to PROJECT SCHEDULE OF VALUES.
3. Man hour loaded for each activity with exception of procurement and submittal activities.
4. Schedule of submittals including shop drawings (as per spec. sec.), and deferred approval.
5. The Project Schedule and schedule of submittals must each be approved by the District and the Architect (in their sole discretion). The Project Schedule shall provide for an orderly progression of the Work to completion within the specified milestones and the Contract Time. Approval of the Project Schedule by the District and/or the Architect shall neither impose on the District or the Architect responsibility for the progress or scheduling of the Work nor relieve the Contractor from full responsibility therefor. The Project Schedule shall be prepared in a critical path network format such that no activity has a duration of more than twenty (20) days, shall have the critical path clearly indicated and shall have the total Contract Price allocated among the scheduled activities such that progress payments may be computed accurately from the updates of the critical path schedule. Each of the Contractor's activities shall be allocated a price, and the sum of the prices of all activities listed on the Project Schedule shall equal the total Contract Price.

The Project Schedule shall be prepared on a PC-based program. For purposes of bidding, the Contractor shall assume that the District may use the Primavera Scheduling Software Package. However, following bid award, the District fully reserves the right to require an alternate software system (such as ProCommPlus) without any additional cost to the District. Before preparing the first base line schedule, within two (2) days after award of the Contract (NTP) Contractor shall recommend a software scheduling program for the District's approval.

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

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

7. TIME PERIOD FOR COMPLETION OF THE WORK

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

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

CONTRACTOR'S
INITIALS: PR.

DISTRICT'S
INITIALS: _____

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

thereon from the date of demand until paid at a rate equal to the rate of interest set forth in Section 54d hereof.

8. DELAY IN THE WORK

a. Extension of Contract Time. The District shall extend the time period for completion of the Work by the number of calendar days the Contractor is delayed only when satisfactory evidence is presented to the District, within fifteen (15) calendar days after the commencement of the matter or condition causing the delay, that such delay could not be anticipated at the time of entering into the Contract and is neither caused nor continued by fault or negligence on the part of the Contractor, its Subcontractors, Material men or others reasonably and customarily under the Contractor's control and is not otherwise caused by the Contractor or within its control. The following shall constitute matters or conditions that may justify an extension to the Contract Time hereunder: an act of God or of a public enemy, act of government, act of any quasi-governmental or publicly-regulated entity including a public utility, labor disputes, fire, abnormal adverse weather as addressed in Section 8d, flood, epidemic, quarantine restrictions, riot, strike, freight embargo, unavoidable casualties, and other such causes beyond the Contractor's control. If abnormal adverse weather conditions are the basis of a claim for an extension to the Contract Time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time claimed and could not have been reasonably anticipated at the time of contracting, and that such weather conditions had an adverse effect on the scheduled construction. The District shall ascertain the facts and the extent of the delay, and its findings shall be conclusive. A time extension granted for Work at one site shall not apply to any other site. Any extension of time, if allowed by the District pursuant to this Section 8, shall be authorized under written Change Order.

b. District Liability for Delays. Except as otherwise provided in this Section 8, the District and those acting on its behalf shall not be liable for any damages because of any delay in furnishing the Project Premises or otherwise resulting from any cause beyond the control and without the fault of the District, including, but not restricted to: an act of God or of a public enemy, act of government, act of any quasi-governmental or publicly-regulated entity including a public utility, labor disputes, act of the Contractor or the Contractor's employees, Subcontractors, Material men or agents, act of any other contractor on the Project, abnormal adverse weather conditions, fire, flood, epidemic, quarantine restrictions, riot, strike, freight embargo, unavoidable casualties, or act of any third person or entity not subject to the direct control of the District. The sole remedy of the Contractor for any such delay shall be limited to an extension of the Contract Time in accordance with Section 8(a) above. Notwithstanding anything to the contrary stated above, the District may, in its sole and absolute discretion and without obligation to do so, elect to increase the Contract Price for significant delays that are not caused by the Contractor or any person under the Contractor's control (based on actual incurred costs which can be substantiated through documentary evidence) where the circumstances warrant such a change in the Contract Price pursuant to a Bulletin in the form of Exhibit F attached hereto and incorporated herein by this reference (a "**Bulletin**") or a Change Order in accordance with Sections 9 and 10 hereof.

In compliance with, the provisions of California Public Contract Code Section 7102, if the Contractor is delayed in completing the Work due solely to the fault of the District, and

EXHIBIT B - WESTERN STATES ROOFING - LIST OF SCHOOLS AND BUILDINGS			
Pasadena Unified School District - Measure O Program			
Roofing Project Phase 1 & 2			
Campus	Account Codes String	Project Address	Buildings
Jefferson ES	21.3-97094.0-00000-850000-6270-0300000	1500 E Villa Street	Bungalows
Webster ES	21.3-97094.0-00000-850000-6270-0560000	2101 E Washington Blvd	Bldg A, East Wing, West Wing Portable Bldg, B6 Center Portable Bldg, B7 Southmost Portable Bldg, B8 Northwest (Sycamore)
Altadena ES	21.3-97094.0-00000-850000-6270-0040000	743 E Calavera Street	Bldg B - Main Bldg (West of the Lobby) Admin Classrooms MPR
Madison ES	21.3-97094.0-00000-850000-6270-0400000	515 Ashtabula Street	Bldg A, Admin, Classrooms MPR Bldg B, Kitchen, Cafeteria Kitchen
Sierra Madre ES	21.3-97094.0-00000-850000-6270-0500000	141 W Highland Ave	Center Bldg Bldg A
Elliot MS	21.3-97094.0-00000-850000-6270-0700000	2184 N Lake Ave	Bldg C Arts Bldg F Band Room Bldg B Gym Canteen
Loma Alta	21.3-97094.0-00000-850000-6270-0360000	3544 N Canon Blvd	Bldg A, Kinder Bldg B, Admin Bldg C, MPR, Kitchen Bldg G, Classrooms Bldg H, Classrooms
Don Benito	21.3-97094.0-00000-850000-6270-0140000	3700 Denair St	Bldg A, Admin, Classrooms Portable 13 Portable 14
Cleveland ES	21.3-97094.0-00000-850000-6270-0120000	524 Palisade St	Bldg B Brick Building Odyssey Charter/Child Care

EXHIBIT C – ADDITIONAL UNIT PRICING



Western States Roofing
License # 993251

18605 Parthenia St.
Northridge, Ca. 91324
(818)773-9471
(818)718-1240 Fax

Owner: Pasadena USD
Attention: Michael
Project Name:

Email Address: dunning.michael@pusd.us

Unit Cost

1. Cost for Standard Size 4x8 foot curb mounted skylight 1,580.00
2. Cost for new AC Pan 40" x 72" or smaller 425.00

Submitted by:

Preston Reeves
Date: 5/2/22

Approved by-----

Date -----



Western States Roofing, Inc.

March 30, 2022

Pasadena Unified School District
Attention: Michael Dunning
District Service Center
740 W. Woodbury Rd.
Altadena CA, 91103

Re: District Roofing Projects

Dear Mr. Dunning,

I am writing in response to your email regarding the district roofing projects for the summer timelines of 2022 and 2023.

Unfortunately, as previously discussed, our current staffing will not allow us to fulfill all your roofing needs for the 2022 and 2023 timelines. We are however happy to complete as much of the work as our workforce will allow. We appreciate your business and look forward to providing you with excellent service.

Thank you for your time. If you should have any questions or comments, please feel free to contact me at your convenience.

Sincerely,

Preston Reeves
President
Western States Roofing, Inc.

PR:sg

Cc: file

		Best and Western Project		Contingency (Part of Total	
		Costs		Contract)	
Western Phase 1					
Jefferson Elementary	21.3-97094.0-00000-850000-6270-0300000	\$	193,180.57	\$	55,632.25
Webster Elementary	21.3-97094.0-00000-850000-6270-0560000	\$	481,496.92	\$	84,543.08
Altadena Elementary	21.3-97094.0-00000-850000-6270-0040000	\$	485,413.89	\$	85,053.99
Madison Elementary	21.3-97094.0-00000-850000-6270-0400000	\$	939,010.77	\$	165,957.93
Sierra Madre Elementary	21.3-97094.0-00000-850000-6270-0500000	\$	322,860.22	\$	85,590.46
Eliot Middle School	21.3-97094.0-00000-850000-6270-0700000	\$	871,066.78	\$	135,356.54
TOTAL		\$	3,293,029.14	\$	612,134.24
Western Phase 2					
Loma Alta	21.3-97094.0-00000-850000-6270-0360000	\$	787,557.10	\$	102,724.84
Don Benito	21.3-97094.0-00000-850000-6270-0140000	\$	822,388.64	\$	107,268.08
Webster Elementary	21.3-97094.0-00000-850000-6270-0560000	\$	194,585.18	\$	25,380.68
Cleveland Elementary	21.3-97094.0-00000-850000-6270-0120000	\$	361,064.58	\$	47,095.38
TOTAL		\$	2,165,595.50	\$	282,468.98
TOTAL WESTERN		\$	5,458,624.63	\$	894,603.21
Best Phase 1					
Muir High School	21.3-97094.0-00000-850000-6270-0820000	\$	3,737,530.25	\$	604,895.25
Marshall Fundamental High School	21.3-97094.0-00000-850000-6270-0950000	\$	1,237,586.75	\$	226,641.75
District Service Center	21.3-97094.0-00000-850000-6270-0000710	\$	1,279,621.25	\$	268,646.25
Pasadena High School	21.3-97094.0-00000-850000-6270-0840000	\$	4,079,837.18	\$	532,152.68
		\$	10,334,575.43	\$	1,632,335.93
Best Phase 2					
McKinley School	21.3-97094.0-00000-850000-6270-0730000	\$	2,108,210.48	\$	274,983.98
Marshall Highschool	21.3-97094.0-00000-850000-6270-0950000	\$	1,804,591.50	\$	235,381.50
Norma Coombs	21.3-97094.0-00000-850000-6270-0600000	\$	1,622,966.25	\$	211,691.25
San Rafael Elementary	21.3-97094.0-00000-850000-6270-0480000	\$	740,094.00	\$	96,534.00
		\$	6,275,862.23	\$	818,590.73
TOTAL BEST		\$	16,610,437.65	\$	2,450,926.65
TOTAL PROJECT		\$	22,069,062.28	\$	3,345,529.86
Total Phase 1		\$	13,627,604.56	\$	2,244,470.16
Total Phase 2		\$	8,441,457.72	\$	1,101,059.70
		\$	22,069,062.28	\$	3,345,529.86

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

Topic: APPROVAL OF PROJECT MANAGER AGREEMENT WITH SARKIS MAISSIAN, DBA UNIVERSAL CONSTRUCTION, FOR 2022-2023

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves to renew the Project Manager Agreement with Sarkis Maissian DBA, Universal Construction Inc. for fiscal year 2022-2023

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

I. BACKGROUND:

Sarkis Maissian has been providing project management services for the Pasadena Unified School District since 2018 per board approved BR1311-F. Since that time, Mr. Maissian has worked cooperatively and diligently on projects for the district.

II. STAFF ANALYSIS:

District staff recommends approval on the Project Manager Consulting Services agreement with Sarkis Maissian. Mr. Maissian will assist the district with projects pertaining to Bond Measures TT and O. Mr. Maissian will also work on projects as needed, as assigned by the Director of Facilities. The term of the agreement shall commence on July 1, 2022 and shall terminate on June 30, 2023.

Attachment: Project Manager Consultant Service's agreement with Sam Maissian, dba Universal Construction Inc. for fiscal year 2022-2023

III. FISCAL IMPACT:

Funds in an amount not to exceed \$183,750.00 are available in the District Service Center Facilities Administration account for fiscal year 2022-2023.

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

May 26, 2022

Submitted by:

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

Funding title/code:

Title: District Service Center Facilities Administration/Measure TT

Code: 21.1-95000.0-00000-85000-6265-0000710 - \$45,937.50

Title: District Service Center Facilities Administration/Measure O

Code: 21.3-97092.0-00000-85000-6265-0000710- \$137,812.50

Approved:

Brian O. McDonald, Ed.D.
Superintendent

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

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2022 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **Sam Maissian, dba Universal Construction Inc.**, an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

WHEREAS, the certain specialized services and advice needed for the PROJECT (“SERVICES”) are not available to the DISTRICT without cost either internally or from other public agencies; and

WHEREAS, CONSULTANT is specially experienced and competent to provide the SERVICES to the DISTRICT; and

WHEREAS, the SERVICES are not available within the DISTRICT and cannot be performed satisfactorily by DISTRICT employees, or are of such highly specialized or technical nature that the necessary knowledge, training, experience and ability are not available through the DISTRICT at this time; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide the SERVICES to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

1. **SERVICES TO BE PROVIDED BY CONSULTANT.** CONSULTANT shall provide to the DISTRICT on the terms herein set forth all of the SERVICES as further articulated in **ATTACHMENT “A”** to this AGREEMENT (“CONSULTANT’s Work Plan”). The PARTIES agree that the terms of this AGREEMENT shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms of the CONSULTANT’s Work Plan.

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1st, 2021 and shall terminate on June 30th, 2023 unless extended based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$88.00 per hour for a total not to exceed \$183,750.00 (one hundred eighty-three thousand, seven hundred fifty dollars). No reimbursement will be made for any expenses above the total compensation amount.

For the term commencing July 1st, 2022 through June 30th, 2023. Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall not use for the personal benefit of CONSULTANT, or disclose or communicate in any manner any information that is proprietary to the DISTRICT or protected from disclosure by law, including but not limited to student records.

ARTICLE III

TERMINATION

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

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

3. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV **CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS**

1. The drawings, specifications, reports, copyrightable works, ideas, discoveries, inventions, patents, products, or other information or documents (collectively, the Work Product") prepared by or developed in whole or in part by the CONSULTANT or CONSULTANT's consultants pursuant to this AGREEMENT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

ARTICLE V **ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and expense pertaining to any extra services pursuant to this AGREEMENT and records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI **ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services may include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with modifications to the PROJECT required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

INDEMNITY AND INSURANCE

1. INDEMNITY. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, reimburse for the cost of defense and hold DISTRICT entirely harmless from all liability arising out of:

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

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the PROJECT, except for liability resulting from the negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT, and

c. Not Used

d. Not Used

2. INSURANCE. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general insurance with limits of not less than Two Million Dollars (\$2,000,000) and auto liability insurance with limits of not less than One Million Dollars

(\$1,000,000) combined single limit respectively, bodily injury and property damage liability per occurrence, including:

- (1) Owned, non-owned and hired vehicles at cash value;
- (2) Blanket contractual;
- (3) Broad form property damage;
- (4) Products/completed operations; and
- (5) Personal and Advertising Injury.

c. NOT USED

d. NOT USED

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

ARTICLE VII **MISCELLANEOUS**

1. **LEGAL STATUS.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. **NOTICE.** All notices required to be delivered under this AGREEMENT to the other PARTY must be in writing and shall be effective (i) when personally delivered by the other PARTY or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of

the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective PARTY as set forth below or to such other persons as the PARTIES may hereafter designate by written notice to the other PARTY hereto:

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89185
Attention: Leslie Barnes, Ed.D.

TO CONSULTANT:

Chief Finance and Operations Officer
Sarkis "Sam" Maissian, Project Manager
11941 Dunncliffe Ct,
Porter Ranch, CA. 91326
Phone: (818) 652-6665

3. FINGERPRINTING REQUIREMENTS. Education Code Section 45125.1 states that if employees of any consultant providing services at a school site might have any contact with any underage pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these SERVICES by CONSULTANT, CONSULTANT will not perform SERVICES until all employees providing SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

4. CONFLICTS OF INTEREST. No director, officer, official, representative, agent or employee of the CONSULTANT shall have any financial interest, direct or indirect, in this Agreement.

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either PARTY the Agreement shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

10. Time is of the essence with respect to all provisions of this AGREEMENT.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.

12. In interpreting this AGREEMENT, it shall be deemed to have been prepared by the PARTIES jointly, and no ambiguity shall be resolved against the DISTRICT on the premise that it or its attorneys were responsible for drafting this AGREEMENT or any provision hereof. The captions or headings set forth in this AGREEMENT are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this AGREEMENT. Any reference in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

13. Each PARTY warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective PARTY.

14. If any portion of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If the court finds that any provision in this AGREEMENT is invalid or unenforceable, but that by limiting such provisions would become valid and enforceable, then such provision(s) should be deemed to be written, construed and enforced as so limited.

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Sarkis "Sam" Maissian dba Universal
Construction Inc.

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

Attachment A

The PROJECT MANAGER will be expected to support construction activities in a public works environment including project oversight as liaison for the District to District Staff, architects, construction service providers, construction firms, representatives of the Division of State Architect, California Department of Education, Office of Public School Construction, representatives of the three communities served by the District, the County of Los Angeles, other regional agencies, the Board of Education, and members of the public. The successful candidate will be expected to manage all parts of the construction process including the preparation of construction documents, specifically front end documents, specifications, bid packages, bid advertisements, develop project estimates, budgets and timelines, provide assistance with project design development, track costs, participate in value engineering reviews and constructability reviews, conduct bid walks and bid openings, perform project management, complete project punch lists and supervise process leading to project completion and be responsible for project closeout. This individual will also assist in the application for funds from all sources and will support the information process required by those agencies involved in public works funding and/or regulation. The Project Manager is aware of the District's Resolution 2021 Local Hire and Small Business Policy, its goals, and shall support the District in achieving these goals by informing all contractors and potential contractors of Resolution 2021.

The scope of services set forth in this section represents an outline of the services which the District anticipates the successful individual to perform. The precise scope of services will be directed by the Chief Finance and Operations Officer on an ongoing basis. The individual may suggest changes to the scope of services in order to achieve the District's objectives.

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

Topic: APPROVAL OF NOTICE OF COMPLETION FOR PASADENA HIGH SCHOOL ACCESSIBILITY MODERNIZATION (PHASE 2) PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves to accept as complete the contract with The Nazerian Group for Pasadena High School Student Restroom Accessibility Modernization (Phase 2) Project.

Anticipated Effect on Student Outcomes: The project provided improvements to school facilities in support of 21st Century learning environments.

I. BACKGROUND:

On February 20, 2020, a mandatory bidder's conference was held at Pasadena High School located at 2925 E. Sierra Madre Bld. Pasadena, Ca, 91107. Four (4) contractors attended the job walk and Bid Submittal and Opening date occurred on March 12, 2020. Refer to Construction Bid No. 03-19/20, awarded on BR 1480-F dated March 26, 2020.

II. STAFF ANALYSIS:

District staff has determined that all work for the Pasadena High School Student Restroom Accessibility Modernization (Phase 2) project has been performed and recommends that the Board of Education accept the work as complete by The Nazerian Group. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office for the completion.

Attachment: Notice of Completion

III. FISCAL IMPACT:

The construction contract expenditures for the Pasadena High School Student Restroom Accessibility Modernization (Phase 2) does not exceed the contract amount.

Pasadena Unified School District

Board of Education Agenda:

May 26, 2022

Submitted by: _____

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

Funding title/code:

Title: N/A

Code: N/A

Approved:

Brian O. McDonald, Ed.D.
Superintendent

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

RECORDING REQUESTED BY
Pasadena Unified School District
AND WHEN RECORDED MAIL TO:

Name **Pasadena USD**
Street Address **740 W. Woodbury Rd.**
City & State **Altadena, CA 91001**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
 2. The full name of the owner is Pasadena Unified School District
 3. The full address of the owner is 740 W. Woodbury Rd. Altadena, CA 91001
 4. The nature of the interest or estate of the owner is in fee.
(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>N/A</u>	
<u>N/A</u>	
 6. A work of improvement on the property hereinafter described was completed on 03/31/2021. The work done was:
Pasadena High School - Campus Upgrades / Restroom Upgrades
 7. The name of the contractor, if any, for such work of improvement was The Nazerian Group
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
 8. The property on which said work of improvement was completed is in the city of Pasadena
County of Los Angeles, State of California, and is described as follows: Pasadena High School
 9. The street address of said property is 2925 E Sierra Madre Blvd Pasadena CA 91107
(If no street address has been officially assigned, insert "none")
- Dated: 05/26/2022

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the Chief Finance and Operations Officer the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 26, 20 22, at Pasadena, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

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

Topic: APPROVAL OF FINAL PROJECT COST FOR PASADENA HIGH SCHOOL ACCESSIBILITY MODERNIZATION (PHASE 2) PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the final project cost for The Nazerian Group for Pasadena High School Student Restroom Accessibility Modernization (Phase 2) Project.

Anticipated Effect on Student Outcomes: The project provided improvements to school facilities in support of 21st Century learning environments.

I. BACKGROUND:

On February 20, 2020, a mandatory bidder's conference was held at Pasadena High School located at 2925 E. Sierra Madre Blvd. Pasadena, Ca, 91107. Four (4) contractors attended the job walk and Bid Submittal and Opening date occurred on March 12, 2020. Refer to Construction Bid No. 03-19/20, awarded on BR 1480-F dated March 26, 2020.

II. STAFF ANALYSIS:

District staff has determined that all work for the Pasadena High School Student Restroom Accessibility Modernization (Phase 2) project has been performed and recommends that the Board of Education approves the final project cost. Allowance Funds in the amount of \$55,116.83 out of \$80,000 was not utilized for the project. The final cost of the project is \$833,006.17.

Attachment: Invoice Summary Spreadsheet
Pay Application No. 004
Refund Check from The Nazerian Group

III. FISCAL IMPACT:

The construction contract expenditures for the Pasadena High School Student Restroom Accessibility Modernization (Phase 2) did not exceed the contract amount resulting in new balance of \$41,650.31 in said account as of May 26, 2022.

Pasadena Unified School District

Board of Education Agenda:

May 26, 2022

Submitted by:

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

Funding title/code:

Title: Measure TT

Code: 21.1-95119.0-00000-85000-6270-0840000

Approved:

Brian O. McDonald, Ed.D.
Superintendent

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

Invoice 4

1 Original Contract Amount	\$ 888,123.00
2 Net Change by Change Orders	\$ (55,116.83)
3 Contract Sum to Date	\$ 833,006.17
4 Total Completed and Stored to Date	\$ 833,006.17
5 Retainage	\$ 41,650.31
6 Total Earned Less Retainage	\$ 791,355.86
7 Current Payment to Date	\$ 843,716.85
8 Current Payment Due	\$ (52,360.99)
9 Balance to Finish, Including Retainage	\$ 41,650.31

Invoice 5

1 Original Contract Amount	\$ 888,123.00
2 Net Change by Change Orders	\$ (55,116.83)
3 Contract Sum to Date	\$ 833,006.17
4 Total Completed and Stored to Date	\$ 833,006.17
5 Retainage	\$ 41,650.31
6 Total Earned Less Retainage	\$ 791,355.86
7 Current Payment to Date	\$ 791,355.86
8 Current Payment Due	\$ 41,650.31
9 Balance to Finish, Including Retainage	\$ -

For the Pasadena Restroom Upgrade project, PUSD received a check back from the The Nazerian Group in the amount of \$52,360.99. They have submitted a pay application to reduce the contract by \$55,116.83 which is the unused allowances portion of the contract. The contractor was paid out 5% less of the unused allowances in the amount of \$52,360.99 out of \$55,116.83 as reflected on the pay app.

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: **Pasadena Unified School District**
 1515 Hughes Way
 Long Beach, CA 90810
 Tel: (562) 997-8000

Architect: **Flewling & Moody**
 815 Colorado Blvd., Suite 200
 Los Angeles, CA 90041
 Tel: (323) 543-8300

Project: **Pasadena High School**
 Student Toilet Room Accessibility Modernization Phase 2
 2925 E Sierra Madre Blvd
 Pasadena, CA 91107
Bid No. 03-19/20
 Contractor: **The Nazerian Group**
 16218 Ventura Blvd. #10
 Encino, CA 91436
 Tel: (818) 990-5115

DATE: 10/15/2021
PERIOD FROM: 02/15/2021
PERIOD TO: 10/15/2021
Payment application No.: 004

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
 Refer to attached Continuation Sheet(s).

1. ORIGINAL CONTRACT SUM.....	888,123.00
2. Net Change by Change Orders.....	-55,16.83
3. CONTRACT SUM TO DATE.....	833,006.17
4. TOTAL COMPLETED & STORED TO DATE.....	833,006.17
5. RETAINAGE.....	41,650.31
6. TOTAL EARNED LESS RETAINAGE.....	791,355.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	843,716.85
8. CURRENT PAYMENT DUE.....	-52,360.99
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	41,650.31

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for the Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By:  Date: 4/20/22

PROJECT INSPECTOR:
 By: _____ Date: _____
 ARCHITECT:
 By: _____ Date: _____

In accordance with the Contract Documents, based on site-observations and the data comprising this application, I certify that to the best of my knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		\$0.00

AMOUNT CERTIFIED **-52,360.99**
 OWNER:  Date: 4/21/2022

CONTINUATION SHEET			AIA DOCUMENT G703		PHS Student Toilet Room Accessibility Modernizaion (Phase 2)				
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.					Application No.:			4	
					Application Date:			10/15/21	
					Period To:			10/15/2021	
					Bid No:			3/19/2020	
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	COMMITTED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Mobilization	\$ 16,250.00	\$ 16,250.00	\$ -	\$ -	\$ 16,250.00	100%		\$ 812.50
2	Demobilization	\$ 8,750.00	\$ 8,750.00	\$ -	\$ -	\$ 8,750.00	100%		\$ 437.50
3	Bond and Insurance	\$ 51,123.00	\$ 51,123.00	\$ -	\$ -	\$ 51,123.00	100%		\$ 2,556.15
4	Sitework	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100%		\$ 750.00
5	Building J - Demolition	\$ 32,000.00	\$ 32,000.00	\$ -	\$ -	\$ 32,000.00	100%		\$ 1,600.00
6	Building J - Saw Cut Walls/ Demo	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100%		\$ 150.00
7	Building J - Concrete Curbs	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%		\$ 250.00
8	Building J - Framing	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100%		\$ 1,750.00
9	Building J - Drywall	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%		\$ 500.00
10	Building J - Tile	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100%		\$ 1,100.00
11	Building J - Rough Mechanical	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	100%		\$ 350.00
12	Building J - Finish Mechanical	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100%		\$ 150.00
13	Building J - Rough Plumbing	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100%		\$ 1,750.00
14	Building J - Finish Plumbing	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100%		\$ 1,500.00
15	Building J - Rough Electrical/FA	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%		\$ 250.00
16	Building J - Finish Electrical/FA	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100%		\$ 750.00
17	Building J - Doors, Frames, Hardware	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%		\$ 600.00
18	Building J - Partition/Accessories	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100%		\$ 1,000.00
19	Building J - Drinking Fountain	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%		\$ 250.00
20	Building K - Demolition	\$ 32,000.00	\$ 32,000.00	\$ -	\$ -	\$ 32,000.00	100%		\$ 1,600.00
21	Building K - Saw Cut Walls/ Demo	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100%		\$ 150.00
22	Building K - Concrete Curbs	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%		\$ 250.00
23	Building K - Framing	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100%		\$ 1,750.00
24	Building K - Drywall	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%		\$ 500.00
25	Building K - Tile	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100%		\$ 1,100.00
26	Building K - Rough Mechanical	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	100%		\$ 350.00
27	Building K - Finish Mechanical	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100%		\$ 150.00
28	Building K - Rough Plumbing	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100%		\$ 1,750.00
29	Building K - Finish Plumbing	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100%		\$ 1,500.00
30	Building K - Rough Electrical/FA	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%		\$ 250.00
31	Building K - Finish Electrical/FA	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100%		\$ 750.00
32	Building K - Doors, Frames, Hardware	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%		\$ 600.00
33	Building K - Partition/Accessories	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100%		\$ 1,000.00
34	Building K - Drinking Fountain	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%		\$ 250.00
35	Building L - Demolition	\$ 32,000.00	\$ 32,000.00	\$ -	\$ -	\$ 32,000.00	100%		\$ 1,600.00
36	Building L - Saw Cut Walls/ Demo	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100%		\$ 150.00

CONTINUATION SHEET		AIA DOCUMENT G703			PHS Student Toilet Room Accessibility Modernizaion (Phase 2)				
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.					Application No.:		4		
					Application Date:		10/15/21		
					Period To:		10/15/2021		
					Bid No:		3/19/2020		
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	COMMITTED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
37	Building L - Concrete Curbs	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%		\$ 250.00
38	Building L - Framing	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100%		\$ 1,750.00
39	Building L - Drywall	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%		\$ 500.00
40	Building L - Tile	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100%		\$ 1,100.00
41	Building L - Rough Mechanical	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	100%		\$ 350.00
42	Building L - Finish Mechanical	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100%		\$ 150.00
43	Building L - Rough Plumbing	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100%		\$ 1,750.00
44	Building L - Finish Plumbing	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100%		\$ 1,500.00
45	Building L - Rough Electrical/FA	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%		\$ 250.00
46	Building L - Finish Electrical/FA	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100%		\$ 750.00
47	Building L - Doors, Frames, Hardware	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%		\$ 600.00
48	Building L - Partition/Accessories	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100%		\$ 1,000.00
49	Building L - Drinking Fountain	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%		\$ 250.00
	Allowance Balance (Originally \$30,000.00)	\$ 55,116.83	\$ 55,116.83	\$ -	\$ -	\$ 55,116.83	100%		\$ 2,755.84
	COP 001 - Building K - 2 nd Floor - 1 ea. Restroom Vestibule - Approx. 89 SF	\$ 6,399.75	\$ 6,399.75	\$ -	\$ -	\$ 6,399.75	100%		\$ 319.99
	COP 003R2 - Demo old tile and remove old water fountain replace with new tile and new water fountain.	\$ 18,483.42	\$ 18,483.42	\$ -	\$ -	\$ 18,483.42	100%		\$ 924.17
	Accounting Error - Overpayment for unused allowance	\$ (55,116.83)	\$ -	\$ (55,116.83)	\$ -	\$ (55,116.83)	100%		\$ (2,755.84)
	GRAND TOTALS:	\$ 833,006.17	\$ 888,123.00	\$ (55,116.83)	\$ -	\$ 833,006.17	100%	\$ -	\$ 41,650.31
Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity									



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 05/10/2022)

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 Aavailable 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	10,411,285	10,393,474	17,811		357,881.15
ALTADENA ELEM. TOTAL	10,947,440	10,589,559	10,571,748	17,811	-	357,881
Aveson Charter School (Noyes) - COMPLETE: Portable N Demolition Project (95029.0)						
	30,654	30,654	30,654	-		-
AVESON (NOYES) TOTAL	30,654	30,654	30,654	-	-	-
Blair High School - 04A Modernization of Main Building (95056.0) (2)						
	30,052,133	30,051,416	30,051,416	-		716.64
Blair High School - 04b Track and Field (95005.0) (2)						
	82,877	82,877	82,877	-		-
Blair High School - COMPLETE: Blair Middle School Campus (95001.0) (1) (2)						
	14,538,936	14,538,936	14,538,936	-		-
Blair High School - COMPLETE: Measure T E-Rate (95180.0)						
	428,677	428,677	428,677	-		-
Blair High School - COMPLETE: PROJECT CNLD - New 9th Grade Classroom (2)						
	1,146,779	1,146,779	1,146,779	-		-
BLAIR HS - Blair HS Site Access Improvement (ADA) (95056.1) (2)						
	51,285	51,285	51,285	-		-
BLAIR TOTAL	46,300,688	46,299,971	46,299,971	-	-	717
Burbank Elementary School - COMPLETE: Electrical Panel Upgrade (95064.0) (2)						
	87,603	87,603	87,603	-		-
Burbank Elementary School - COMPLETE: Renovation of Hodges (old 95140.0 merged						
	253,584	253,584	253,584	-		-
Burbank Elementary School - Lunch Shelter/Renovation (95131.0) (1) (2) (3)						
	955,463	924,769	924,769	-		30,694.28
BURBANK TOTAL	1,296,650	1,265,956	1,265,956	-	-	30,694
Career Technical - Career Technical Education Projects (95145.0)						
	2,683,000	2,683,000	2,683,000	-		-
Career Technical - COMPLETE: CTE KLRN TV (95145.0)						
	100,507	100,507	100,507	-		-
CAREER TECHNICAL TOTAL	2,783,507	2,783,507	2,783,507	-	-	-
Central Kitchen - COMPLETE: Culinary Academy/Kitchen Construction (9						
	1,238,928	1,238,928	1,238,928	-		-
CENTRAL KITCHEN TOTAL	1,238,928	1,238,928	1,238,928	-	-	-
Cleveland Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	113,292	113,292	113,292	-		-
Cleveland Elementary School - COMPLETE: New Classroom Wing (95031.0) (2)						
	4,594,037	4,594,037	4,594,037	-		-
Cleveland Elementary School - Modernize Kitchen (95121.0) (2)						
	108,495	108,495	108,495	-		-
Cleveland Elementary School - Student Safety Wall & Flooring Padding (2)						
	8,506	8,506	8,506	-		-
CLEVELAND ELEM. TOTAL	4,824,330	4,824,330	4,824,330	-	-	-
District Service Center - Facilities Administration (95000.0) (1) (2) (3)						
	16,919,126	16,239,380	16,147,233	92,146.30		679,746.35
DSC FACILITIES ADMIN	16,919,126	16,239,380	16,147,233	92,146	-	679,746
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 05/10/2022)

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	-	-	
DISTRICT WIDE PROJECTS	13,073,026	13,073,026	13,073,026	109,813	-
Don Benito Elementary School - 11 HVAC and Kitchen (95146.0) (2)					
301,509	263,398	263,398	-		38,111.00
Don Benito Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
147,679	147,679	147,679	-	-	-
Don Benito Elementary School - COMPLETE: Playground Structures (95043.0)					
173,442	173,442	173,442	-	-	-
Don Benito Elementary School - Interim Housing (95181.0) (2)					
397,779	397,779	397,779	-	-	-
Don Benito Elementary School - New Admin Bldg (95097.0) (2)					
790,568	790,568	790,568	-	-	-
DON BENITO ELEM. TOTAL	1,810,976	1,772,865	1,772,865	-	38,111
Edison Elementary School - Edison ADA Upgrades (95143.0)					
43,940	43,940	43,940	-	-	-
EDISON ELEMENTARY TOTAL	43,940	43,940	43,940	-	-
Eliot Middle School - 08 HVAC Upgrades (95146.0) (2)					
828,427	828,427	828,427	-	-	-
Eliot Middle School - Auditorium/Cafe Modernization (95015.0) (2)					
7,749,399	7,749,399	7,749,399	-	-	-
Eliot Middle School - COMPLETE: Career Technical Education (95145.0) (2)					
29,261	29,261	29,261	-	-	-
Eliot Middle School - COMPLETE: Field Bleacher Replacement & ADA Upgrade (2)					
92,835	92,835	92,835	-	-	-
Eliot Middle School - COMPLETE: Kitchen Modernization (95147.0) (2)					
6,000	6,000	6,000	-	-	-
Eliot Middle School - COMPLETE: Lunch Shelter (95034.0) (2)					
616,602	616,602	616,602	-	-	-
Eliot Middle School - COMPLETE: Measure T E-Rate (95180.0)					
255,192	255,192	255,192	-	-	-
ELIOT MS CHILLED WATER PIPING CORR (95146.1) - ELIOT MS CHILLED WATER PIPING					
89,230	89,230	89,230	-	-	-
ELIOT MIDDLE SCHOOL	9,666,945	9,666,945	9,666,945	-	-
Field Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
113,292	113,292	113,292	-	-	-
Field Elementary School - COMPLETE: Water Meter Separation (95106.0)					
39,013	39,013	39,013	-	-	-
Field Elementary School - FIELD - Playground (95069.1) (2)					
336,473	336,473	336,473	-	-	-
Field Elementary School - Modernization (95069.0) (2)					
3,554,598	3,529,597	3,529,597	-		25,000.48
FIELD ELEMENTARY SCHOOL	4,043,376	4,018,375	4,018,375	-	25,000
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	-	-	-



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 05/10/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				Fund 21.1 Analysis		
Franklin Elementary School - Modernize Cafe/MPR/Windows (95066.0)						
	2,156,637	2,156,637	2,156,637	-		-
FRANKLIN ELEM. TOTAL	2,922,600	2,922,600	2,922,600	-	-	-
Hamilton Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	138,499	138,499	138,499	-		-
Hamilton Elementary School - COMPLETE: Water Meter Separation (95149.0)						
	56,828	56,828	56,828	-		-
Hamilton Elementary School - Modernization MPR/Café (95071.0) (2)						
	4,477,235	4,472,235	4,472,235	-		5,000.00
HAMILTON ELEM. TOTAL	4,672,562	4,667,562	4,667,562	-	-	5,000
Jackson Elementary School - 13 Modernization / Parking Lot (95052.0)						
	4,661,384	4,661,384	4,661,384	-		-
Jackson Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	130,487	130,487	130,487	-		-
Jackson Elementary School - COMPLETE: Phase I Completed Projects (95020.0 / 95						
	192,368	192,368	192,368	-		-
JACKSON ELEM. TOTAL	4,984,238	4,984,238	4,984,238	-	-	-
Jefferson Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	156,861	156,861	156,861	-		-
Jefferson Elementary School - Modernization (95079.0)						
	911,596	911,596	911,596	-		-
Jefferson Elementary School - New Child Care Center (95073.0)						
	332,171	332,171	332,171	-		-
JEFFERSON ELEM. TOTAL	1,400,627	1,400,627	1,400,627	-	-	-
John Muir High School - 03a Modernization, Abatement & Kitchen (95051.0) (2)						
	30,680,410	30,662,255	30,631,230	31,025		18,154.65
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	-		5,000.00
John Muir High School - COMPLETE: Artificial Surface Field & Track (95004.						
	1,518,980	1,518,980	1,518,980	-		-
John Muir High School - COMPLETE: Building G & L Window Replacement (95125						
	404,282	404,282	404,282	-		-
John Muir High School - COMPLETE: Career Technical Education (95145.0)						
	90,596	90,596	90,596	-		-
John Muir High School - COMPLETE: Kitchen Moderniation (95154.0)						
	6,000	6,000	6,000	-		-
John Muir High School - COMPLETE: Measure T E-Rate (95180.0)						
	555,842	555,842	555,842	-		-
John Muir High School - COMPLETE: Security System (95132.0)						
	159,785	159,785	159,785	-		-
John Muir High School - Culinary Arts Project (95184.0)						
	20,766	20,766	20,766	-		-
John Muir High School - Track and Field 95005.0 (2)						
	739,195	739,195	739,195	-		-
JOHN MUIR HIGH TOTAL	38,255,006	38,231,852	38,200,827	31,025	-	23,155
Linda Vista Elementary School - COMPLETE: Interior Structural Cleanup (95014.0)						
	39,580	39,580	39,580	-		-
Linda Vista Elementary School - Modernization (95188.0)						
	137,250	137,250	137,250	-		-
LINDA VISTA ELEM. TOTAL	176,830	176,830	176,830	-	-	-
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)						



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 05/10/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis	
	171,002	171,002	171,002	-	-
Loma Alta Elementary School - COMPLETE: Pre K conversion & Fire sprinkler enclos	181,497	181,497	181,497	-	-
Loma Alta Elementary School - COMPLETE: Retaining Wall & Street Improvements (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	-	-
LOMA ALTA ELEM. TOTAL	1,457,084	1,457,084	1,457,084	-	-
Longfellow Elementary School - 10 HVAC Upgrades (95146.0)	2,320,756	2,320,756	2,320,756	-	-
Longfellow Elementary School - COMPLETE: Child Care Center (95061.0)	300,503	300,503	300,503	-	-
Longfellow Elementary School - COMPLETE: Measure T E-Rate (95180.0) (2)	130,358	130,358	130,358	-	-
Longfellow Elementary School - New Kitchen Bldg/Lunch Shelter/Auditorium (95050.0)	1,340,458	1,340,458	1,340,458	-	-
LONGFELLOW ELEM. TOTAL	4,092,074	4,092,074	4,092,074	-	-
Madison Elementary School - Bldg A & Auditorium Renovation (95010.0)	596,259	596,259	596,259	-	-
Madison Elementary School - COMPLETE: Measure T E-Rate (95180.0)	96,100	96,100	96,100	-	-
Madison Elementary School - COMPLETE: Window Replacement (95084.0)	858,784	858,784	858,784	-	-
Madison Elementary School - Kitchen Modernization (95048.0)	309,396	309,396	309,396	-	-
Madison Elementary School - Modernization (95063.0) (2)	4,109,419	4,109,419	4,109,419	-	-
MADISON ELEM. TOTAL	5,969,957	5,969,957	5,969,957	-	-
Marshall Fundamental Secondary School - 09 HVAC Upgrades (95146.0)	982,595	982,595	982,595	-	-
Marshall Fundamental Secondary School - COMPLETE: Career Technical Education (95	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 Ir	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	21,090	21,090	21,090	-	-
Marshall Fundamental Secondary School - COMPLETE: Window Replacement (95094.0)	1,767,862	1,767,862	1,767,862	-	-
Marshall Fundamental Secondary School - Old Gym Renovation Project (95185.0)	1,333,706	1,333,706	1,333,706	-	-
Marshall Fundamental Secondary School - Sports Complex (95049.0) (2)	12,702,031	12,702,031	12,702,031	-	-
MARSHALL FUNDAMENTAL TOTAL	19,349,240	19,349,240	19,349,240	-	-
McKinley Elementary School - COMPLETE: Career Technical Education (95145.0)	51,619	51,619	51,619	-	-
McKinley Elementary School - COMPLETE: Measure T E-Rate (95180.0)	188,409	188,409	188,409	-	-
McKinley Elementary School - COMPLETE: Water Meter Separation (95159.0)	112,485	112,485	112,485	-	-
McKinley Elementary School - Phase I New Construction (95046.0)	20,006,670	20,006,670	20,006,670	-	-



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 05/10/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
McKinley Elementary School - Phase II Modernization (95123.0) (2)						
	869,493	868,396	868,396	-		1,097.81
MCKINLEY K-8 TOTAL	21,228,676	21,227,578	21,227,578	-	-	1,098
Norma Coombs Elementary - 05a New CR Wing & Admin Bldg (95133.0) (2)						
	10,439,301	10,434,301	10,434,301	-		5,000.00
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	-		-
NORMA COOMBS ELEM. TOTAL	12,041,097	12,036,097	12,036,097	-	-	5,000
Pasadena High School - 02a Modernize Gymnasium Complex (95075.0) (2)						
	20,861,288	20,848,782	20,848,782	-		12,506.52
Pasadena High School - 02c ADA Upgrade (DSA) (95074.0) (2)						
	575,735	555,305	555,305	-		20,430.05
Pasadena High School - Central Chilled Water Plant Project (95146.0) (2)						
	4,158,322	3,878,789	3,845,435	33,355	182,685	279,532.50
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	-		30,731.00
Pasadena High School (Phase 2) - 02d Campus Upgrds/Restrooms Upgrades (95119.0)						
	3,247,278	3,051,854	3,051,854	-		195,424.00
Pasadena High School (Phase 3) - 02b Campus Appearance/Identity (95080.0) (1) (2) (4)						
	184,994	159,996	159,996	-		24,998.00
PASADENA HIGH TOTAL	33,947,710	33,384,088	33,350,734	33,355	182,685	563,622
Roosevelt Elementary School - 12 Multi-purpose Facility (95025.0) (2)						
	1,831,607	1,831,607	1,831,607	-		-
Roosevelt Elementary School - COMPLETE: Auto Door Openers (95062.0)						
	98,844	98,844	98,844	-		-
Roosevelt Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	96,100	96,100	96,100	-		-
ROOSEVELT ELEM. TOTAL	2,026,550	2,026,550	2,026,550	-	-	-
Rose City High School - 07 Modification (95170.0) (2)						
	454,659	454,659	454,659	-		-
Rose City High School - COMPLETE: Career Technical Education (95145.0)						
	232,608	232,608	232,608	-		-
Rose City High School - COMPLETE: Measure T E-Rate (95180.0)						
	134,493	134,493	134,493	-		-
ROSE CITY HIGH TOTAL	821,759	821,759	821,759	-	-	-



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 05/10/2022)

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 - COMPLETE: Measure T E-Rate (95180.0)					
94,930	94,930	94,930	-	-	
San Rafael Elementary School - COMPLETE: Phase I (95011.0/17.0)					
169,380	169,380	169,380	-	-	
San Rafael Elementary School - Modernization (95030.0) (2)					
1,957,504	1,949,926	1,949,926	-		7,578.00
SAN RAFAEL ELEM. TOTAL	2,221,814	2,214,236	-	-	7,578
Sierra Madre Elementary School - 06 Phase II Upgrades (95126.0)					
756,811	756,811	756,811	-	-	
Sierra Madre Elementary School - COMPLETE: Phase I - New Permanent Classroom Bu					
4,074,221	4,074,221	4,074,221	-	-	
SIERRA MADRE ES TOTAL	4,831,032	4,831,032	-	-	
Sierra Madre Middle School - COMPLETE: Career Technical Education (95145.0)					
38,113	38,113	38,113	-	-	
Sierra Madre Middle School - COMPLETE: Measure T E-Rate (95180.0)					
299,998	299,998	299,998	-	-	
Sierra Madre Middle School - New MS Campus (95038.0) (2)					
38,355,219	38,355,219	38,355,219	-	-	
SIERRA MADRE MS TOTAL	38,693,330	38,693,330	-	-	
Washington Accelerated Elementary School - 01 New Classroom/MPR Bldg (95045.0) (2)					
20,301,145	20,301,145	20,301,145	-	-	
Washington Accelerated Elementary School - Campus Improvements - Measure Y					
5,631	5,631	5,631	-	-	
Washington Accelerated Elementary School - COMPLETE: Measure T E-Rate (95180.0)					
251,858	251,858	251,858	-	-	
Washington Accelerated Elementary School - New Child Care Center (95067.0) (2)					
123,747	118,747	118,747	-		5,000.00
WASHINGTON ES TOTAL	20,682,381	20,677,381	-	-	5,000
Washington Middle School - COMPLETE: Career Technical Education (95145.0)					
34,572	34,572	34,572	-	-	
Washington Middle School - COMPLETE: Measure T E-Rate 95180.0 (2)					
261,489	261,489	261,489	-	-	
Washington Middle School - New Constr. & Mod. (95081.0) (2)					
16,256,837	16,178,836	16,178,836	-		78,000.37
WASHINGTON MS TOTAL	16,552,898	16,474,898	-	-	78,000
Webster Elementary School - Aud/AdminBldg/Kitchen/Playground (95047.0) (2)					
2,181,333	2,181,333	2,181,333	-	-	
Webster Elementary School - COMPLETE: Kitchen Modernization (95083.0)					
19,858	19,858	19,858	-		0.00
Webster Elementary School - COMPLETE: Measure T E-Rate 95180.0					
139,666	139,666	139,666	-	-	
Webster Elementary School - COMPLETE: Preschool Shade Structure (95105.0)					
132,613	132,613	132,613	-	-	
WEBSTER ELEM. TOTAL	2,473,471	2,473,471	-	-	0
Willard Elementary School - COMPLETE: Exterior Upgrade & Window Replacement (9					
711,113	711,113	711,113	-	-	
Willard Elementary School - COMPLETE: Field Installation/Irrigation & Demo (95					
156,606	156,606	156,606	-	-	
Willard Elementary School - COMPLETE: Multi-Use Room (95002.0)					
428,811	428,811	428,811	-	-	
Willard Elementary School - COMPLETE: Power & Fire Alarm Upgrade (95065.0)					
393,698	393,698	393,698	-	-	
Willard Elementary School - COMPLETE: Water Meter Separation (95108.0)					
47,115	47,115	47,115	-	-	
Willard Elementary School - HVAC Upgrades (95187.0)					



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 05/10/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	297,217	297,217	297,217	-		-
Willard Elementary School - Kinder and Pre-K Complex (95115.0) (2)						
	4,138,009	4,138,009	4,138,009	-		-
WILLARD ELEM. TOTAL	6,172,568	6,172,568	6,172,568	-	-	-
Wilson Middle School - COMPLETE: Classroom Demolition (95028.0)						
	72,421	72,421	72,421	-		-
Wilson Middle School - COMPLETE: Painting & Window Replacement (95009.0)						
	618,777	618,777	618,777	-		-
Wilson Middle School - COMPLETE: Water Meter Separation (95109.0)						
	79,225	79,225	79,225	-		-
Wilson Middle School - Gym/Locker RM Courtyard Mod (95113.0)						
	5,036,321	5,036,321	5,036,321	-		-
Wilson Middle School - Interim Housing (95181.0)						
	7,400	7,400	7,400	-		-
WILSON MS TOTAL	5,814,145	5,814,145	5,814,145	-	-	-
Totals	363,767,237	361,946,634	361,772,297	174,337	292,498	1,820,603



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 05/10/2022)

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/Contract Name	Budget	Commitments	Expenditures	Remaining Commitments	Retention Held	UnCommitted Available Balance
District Service Center - Facilities Administration (97092.0) 21.3						
	39,905,298	11,331,470	782,904	10,548,566		28,573,828
Totals	39,905,298	11,331,470	782,904	10,548,566		28,573,828



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 05/10/2022)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name - Project Name/Cost Group/Object Code/Contract Name	21.2 - Measure O (Ed Tech)			Fund 21.2 Analysis		
	Budget	Commitments	Expenditures	Remaining Commitments	Retention	Uncommitted Available Balance
DISTRICT-WIDE - District-Wide I.T. Device Refresh Project 97091.0 (2)	12,568,385	12,568,385	6,530,373	6,038,013		-
DISTRICT-WIDE - District-Wide CTE- Computer Lab Upgrades (97091.0)	44,834	44,834	-	44,834		-
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	4,960,382	-	-	-		4,960,382
Totals	19,866,025	14,905,642	8,767,446	6,138,196	-	4,960,382

PUSD - FACILITIES DEPARTMENT

MTT Construction Status Report May 2022

School / Funds Source	Project's Scope of Work	Progress/Issues April 2022 month status) (Previous	Progress/Issues May 2022 month status) (Current	Project Phase	Date in Phase	Expected date completion total project	% of compl. May 2022	Project Mgr.	Architect	Contractor	Inspector
Altadena ES	Relocation of 2 portable classrooms from Allendale ES to Altadena ES. Installation of new backflow preventer and on site fire hydrant.	Seven bids were received on March 17, 2022. Lowest responsible bidder was Shenk Developers at \$242,000.00 . Notice of award has been issued by procurement department and all necessary documents have been submitted from vendor. We are currently processing for PO and NTP.	Rubio Canyon Land and Water Association will begin work for new lateral water tap-in and meter installation for the on site fire hydrant service by end of this month. We have scheduled a pre-construction meeting with contractor (Shenk Developers) for May 31,2022 NTP will be issued for June 6, 2022 as start date of mobilization and beginning of construction work.	Planning	-	Summer 2022	0%	Sam Maissian	Flewelling and Moody	Shenk Developers	N/A
Washington MS	Install new speakers and associated programming to the Public Address (PA) system in building 'A' and the Gymnasium	Obtained a proposal from Checkpoint Communications, they are a certified Bogen Engineered Systems. Submitted purchase order request with non-competitive justification documentation. Equipment and installation must be performed by an authorized installer.	Submitted Board item asking for approval of the Checkpoint Communications proposal for the PA configuration and improvements. Item was placed on the 3/24 Board date.	Procurement	Mar-22	1-May	0%	Joel Garnica	N/A	Checkpoint Communications	N/A

PASADENA UNIFIED SCHOOL DISTRICT - DSA CERTIFICATION STATUS						
	DSA #	Notes		Letter Issue Date	Type	Certification Status
1	03-51695	Pasadena Alternative School	Construction of Concrete Ramps Alterations to 10_Classroom Bldgs. (Relocation) and Toilet Building	11/5/2019	5	Certification of Compliance
2	03-54039	Various Schools	Portion Only Relocation of 1_CR Bldg at Field ES Relocatable from stockpile Site Work	8/12/2016	2	Certification of Compliance
3	03-54626	/	Lab Shop Weld	5/30/2012	2	Certification of Compliance
4	03-60360	Various Schools	Alterations to 9_CR Buildings_ 2 ea at Hamilton Longfellow_1 ea Burbank Cleveland Field Frankling SM	11/9/1999	3	Close of File without Certification
5	03-62214	Burbank Elementary	Alterations to classroom building	11/3/1995	2	Close of File without Certification
6	03-64249	Various Schools	Construction of 12 Light Poles_4 at PHS and 8 at Washington Middle School	3/13/2002	3	Close of File without Certification
7	03-65009	Longfellow Elementary School	Construction of Snack Shack Storage Building	10/13/1998	3	Close of File without Certification
8	03-66023	Blair High School	Construction of Elevator Building	8/6/2019	2	Certification of Compliance
9	03-102411	Various Schools	Alterations to various schools Replace drinking fountains	6/26/2019	VOID	Cancel without Refund
10	03-103858	Jefferson Elementary	Construction of 1_Bldg U_ Site work_Alterations to Admin Audit Cafe D E M N	3/2/2006	3	Close of File without Certification
11	03-103896	Noyes Elementary	Construction of Bldg M Ramps Retinaing Walls Alterations to Bldg K E G and CR Bldgs B C D	1/6/2017	1	Certification of Compliance
12	03-105858	Rose City High School	Admin Cafeteria Aud Bldg Shop Bldg Music Bldg	5/19/2008	5	Close of File without Ceritication
13	03-105881	Various Schools	Alterations to Playgrounds to various schools	6/26/2019	VOID	Cancel without Refund
14	03-106364	Education Center	Construction of One Toilet Building	11/15/2007	3	Close of File without Certification
15	03-106649	Rose City High School	Alterations to Office Bldgs A B C	4/1/2008	3	Close of File without Certification
16	03-110045	Washington Middle School	Antenna support frames on existing building	6/13/2019	VOID	Cancel without Refund
17	03-110741	Hamilton Elementary School	Relocation of 1 2 Relocatable Clsrn Bldgs	11/3/2020	5	Resolution of Certification
18	03-111343	Washington Elementary School	Construction of Module Toilet Building	2/10/2014	3	Close of File without Ceritication
19	03-112814	Blair Middle School	Admin CR Science Bldg Lunch Shelter and Site Work	12/19/2013	2	Certification of Compliance
20	03-113254	/	DSA Email 11/10 - Access Only no verification letter needed	7/1/2019	Access	Access Only - Letter not needed
21	03-113430	Sierra Madre Middel School	Admin Lib Bldg A B Bldg C Gym Bldg Bldg E F	7/30/2020	1	Certification of Compliance
22	03-113535	Longfellow Elementary School	New Kitchens	6/25/2021	VOID	Cancel without Refund
23	03-113658	Washington Accelerated Elementary School	Bldg C Bldg D Site Work Parking Lot and Playfield	4/21/2021	1	Certification of Compliance
24	03-113709	Blair High School	Admin Library Student Store Alterations-Classrooms Fire Alarm Sprinkler System Reroofing HVAC	2/10/2020	1	Certification of Compliance
25	03-113887	John Muir High School	Boys Gymnasium Building T Home and Visitors Telescopic Bleachers	6/13/2019	VOID	Cancel without Refund
26	03-115288	Norma Coombs Elementary School	Existing Parking Lot Bldg 7 Bldg 8 and Campus wide Fire Alarm System	11/26/2019	1	Certification of Compliance
27	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	Certification of Compliance
28	03-115775	Marshall Fundamental High School	Tennis Courts_Chain Link Fence_Gym Toiler Modernization_Accessible Parking	11/20/2019	1	Certification of Compliance
29	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	Certification of Compliance
30	03-115819	John Muir High School	Bldg B Alterations_Kitchen Modernization and Restroom Upgrade	10/20/2020	1	Certification of Compliance
31	03-115852	Marshall Fundamental School	Construction Grading Pad for Gym Classroom Bldg_ New Gym Classroom Bldg_Sitework	11/19/2019	1	Certification of Compliance
32	03-116337	/	DSA Email 11/10 - Access Only no verification letter needed	5/31/2019	Access	Access Only - Letter not needed
33	03-116480	Jackson Elementary School	Relocation of 4 Classroom Buildings	5/19/2020	1	Certification of Compliance
34	03-116668	John Muir High School	Alterations to Career and Council Center Bldg E	10/23/2020	1	Certification of Compliance
35	03-116700	John Muir High School	Alterations to Gymnasium Bldg T Bleacher Replacement_Minor Restroom Alterations	7/6/2020	1	Certification of Compliance
36	03-116995	Norma Coombs Elementary School	Relocation of 3 24x40 Relocatable Classroom Bldgs	1/26/2019	1	Certification of Compliance
37	03-117169	McKinley Elementary School	Construction of 5_Shade Structures	6/27/2019	1	Certification of Compliance
38	03-117186	McKinley Elementary School	Construction of 12x40 Relocatable Temporary Toilet Bldg	6/27/2019	1	Certification of Compliance
39	03-117507	Norma Coombs Elementary School	Alterations to 1_Bldg 5 Replacement of Central Plant Equipment	12/3/2019	1	Certification of Compliance
40	03-117903	John Muir High School	Alterations to 1_Music Humanities Bldg D and Associated Sitework Security Upgrades	2/1/2021	3	Certification of Compliance
41	03-118031	Jackson Elementary School	Alterations of 1_Bldg C_Construction of 1 Parking lot and drop off area	3/15/2019	1	Certification of Compliance

42	03-118142	Pasadena High School	Construction of 2_Pool Equipment and Ticket/Concessions 1 Swimming Pool 2 shade structures 3 lights	1/13/2022	3	On Hold
43	03-118268	Don Benito Elementary	Alterations 1o 1_multit-purpose building C	1/13/2022	3	On Hold
44	03-118337	Norma Coombs Elementary School	Relocation of 3_Interm Classroom Buildings	12/4/2019	1	Resolution of Certification
45	03-118398	Eliot Middle School	Alterations of 2_Concrete Pads and Replace One Chiller	7/9/2019	1	Certification of Compliance
46	03-118465	Longfellow Elementary School	Alterations to 1 Building A, Construction of 1_Kitchen Building, covered walkway and associated site work	1/13/2022	3	On Hold
47	03-118520	Longfellow Elementary School	Construction of 1_Enclosed Mechanical Equipment Yard and Shade Structure	4/9/2019	1	Certification of Compliance
48	03-118773	Madison Elementary School	DSA Email 11/10 - 3/1/2018: This project shall not be certified until A#03-114047 is certified.	11/10/2021	2	Close of File without Certification
49	03-118958	Jackson Elementary School	Relocation of 3_Classroom Buildings	1/14/2020	1	Certification of Compliance
50	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	Certification of Compliance
51	03-120129	John Muir High School	Relocation of 1_Toilet Building 12x40 Relocate from stockpile	7/7/2020	1	Certification of Compliance
52	03-120133	Hamilton Elementary School	Relocation of 3_Relocatable Classroom Buildings	9/3/2020	1	Certification of Compliance